AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
August 13, 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 THE JUNE 11, 2026 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. **LANDSCAPE PROGRAM UPDATE –** *Glenn Pressimone, Chief of Infrastructure and Christina Hite, Founding Partner, Dix.Hite+Partners, Inc.* (info item)

2. **WRONG WAY DRIVING PROGRAM UPDATE –** *Bryan Homayouni, Director of Intelligent Transportation Systems* (info item)

(CONTINUED ON NEXT PAGE)

3. **SR 538 SOUTHPORT CONNECTOR EXPRESSWAY PROJECT UPDATE** - *Glenn Pressimone, Chief of Infrastructure* (info item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF BOARD MEETING MINUTES

MINUTES
BOARD MEETING
June 11, 2026

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

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A. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Dyer.

Board Members Present:
Mayor Buddy Dyer, City of Orlando (Chairman)
Commissioner Andria Herr, Seminole County (Vice Chairman)
Commissioner Brandon Arrington, Osceola County (Treasurer)
Mayor Jerry Demings, Orange County
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Sean Parks, Lake County
Rick Pullum, Gubernatorial Appointment
Commissioner Michael "Mike" Scott, Orange County

Board Member Not Present:
Christopher "C.J." Maier, Gubernatorial Appointment

Board Seat Vacant:
Vacant, Brevard County

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

Nonvoting Advisor Not Present:
Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

Chairman Dyer welcomed the newest member of the CFX Board, Orange County Commissioner Mike Scott.

B. PUBLIC COMMENT

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

- **Public Comments (In-Person):** The following individual provided public comment:
  - Greg Deiler – commented on CFX Staff

C. APPROVAL OF THE APRIL 9, 2026 BOARD MEETING MINUTES AND APRIL 9, 2026 BOARD WORKSHOP MINUTES

A motion was made by Commissioner Arrington and seconded by Mr. Martinez to approve the April 9, 2026 Board Meeting minutes and April 9, 2026 Board Workshop minutes as presented. The motion carried unanimously, with all seven (7) Board Members in attendance voting AYE by voice vote. Mr. Maier and Mayor Demings were not in attendance.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

CONSTRUCTION

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

Project 408-167	Chinchor Electric, Inc.	($ 475,824.26)
Project 429-152	Prince Contracting, LLC	$ 187,835.34
Project 429-153	SEMA Construction, Inc.	$ 230,253.86
Project 516-238	SEMA Construction, Inc.	$ 458,542.73
Project 528-168	Hubbard Construction Company	$ 837,885.31
Project 528-670	Chinchor Electric, Inc.	($ 47,416.43)
Project 528-778	M & J Construction Company of Pinellas County, Inc.	$ 8,040.00
Project 538-235A	Jr. Davis Construction Co., Inc.	$ 335,177.98
Project 599-770	S & D Industrial Painting, Inc.	($ 183,399.44)

ENGINEERING

2. Approval of Second Contract Renewal with Protean Design Group, Inc. for Miscellaneous Design Consultant Services, Contract No. SCON-10000116 (Agreement Value: $1,000,000.00)

3. Approval of Contract Award to AIM Engineering & Surveying, Inc. for Design Consultant Services for SR 534 from Sunbridge Parkway Connector to South of Cyrils Drive – Segment 6, Project No. 534-266, Contract No. SCON-10000431 (Agreement Value: $5,100,000.00)

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FINANCE

4. Approval of Second Contract Renewal with Forvis Mazars, LLP for External Auditing Services, Contract No. SCON-10000295 (Agreement Value: $85,000.00)

5. Approval of Resolution of the Governing Board of CFX Establishing Chapter 4 ("Finance") of the CFX Code of Policies; Adopting Article 1 ("Debt Management Policy") and Article 2 ("Investment Policy") as Parts Thereto; Repealing and Superseding All Prior Board Policies and Resolutions Concerning the Subject Matter of Such Articles; and Providing for an Effective Date

INTERNAL AUDIT

6. Acceptance of Internal Audit Reports:
   a. Fiscal Year 2026 Procurement and Contract Billing Audit
   b. Fiscal Year 2026 IT Tabletop Exercise
   c. Fiscal Year 2026 Enterprise Resource Planning (ERP) Implementation Review

RISK MANAGEMENT

7. Approval of Bridges and Plazas Insurance Policy with Zurich American Insurance Company (Agreement Value: $2,123,322.00)

TECHNOLOGY/TOLL OPERATIONS

8. Approval of Sixth Contract Renewal with Law Enforcement Systems, LLC for Out-of-State Division of Motor Vehicles (DMV) Lookups, Contract No. SCON-10000042 (Agreement Value: $825,000.00)

9. Approval of Second Contract Renewal with AllianceOne Receivables Management, Inc. for CFX Customer Service Operations, Contract No. SCON-10000070 (Agreement Value: $15,855,956.28)

10. Approval of Purchase Order to SHI International Corp. for Microsoft Azure Cloud Solutions and Services (Agreement Value: $840,000.00)

11. Approval of Purchase Orders to TransCore LP for Toll Transponder Products (Agreement Value: not-to-exceed $14,814,500.00)

LEGAL

12. Approval of Resolution of the Governing Board of the CFX for the Biennial Review, Update, Approval, and Adoption of Article 1 ("CFX Code of Ethics") of Chapter 3 ("Ethics"), CFX Code of Policies, in Compliance with Section 348.753(12), Florida Statutes; Repealing and Superseding all Prior Board Policies and Resolutions Concerning the Subject Matter of Such Article; and Providing for an Effective Date

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13. Approval of Resolution of the CFX Declaring Property as Necessary for Expressway System Project: State Road 534 West Segment, Segments 534-242, 534-242A, and 534-243, Parcels 534-250, 534-251, 534-252, 534-253, 534-254, 534-255, 534-256, 534-321, 534-322, 534-323, 534-324, 534-325, 534-326, 534-327, 534-243 A, B & C, 534-265, 534-751, 534-752, and 534-757

14. Approval of Construction Agreement between the CFX and Lake County, Florida, for the Construction of and Improvements to County Road 455, Schofield Road, Cook Road, and a Multipurpose Trail Related to the SR 516 Lake/Orange Expressway Project, Segments 516-236 and 516-237

15. Approval of Agreement Consolidating Existing Agreements for the SR 534 Expressway between the CFX, Land Reserve, Inc., Central Florida Property Holdings 500, LLC, Central Florida Property Holdings 600, LLC, Central Florida Property Holdings 1600, LLC, Central Florida Property Holdings 700, LLC, Tavistock East Holdings, LLC, and Springhead North, LLC and Finding Regarding Subject Conveyances

16. Approval of Memorandum of Agreement between CFX, Osceola County and the State of Florida Department of Transportation for a Joint-Use Pond for CR 532 in Osceola County

17. Approval of First Amendment to Interlocal Agreement between CFX, Osceola County, and the Florida Fish and Wildlife Conservation Commission (FWC Agreement No. 24091), Authorization for Approval and Execution of Related Documents and Agreements, and Finding Regarding Perpetual Easement

18. Authorization to Settle Claims of Duke Energy Florida, LLC, in the Matter of CFX v. Duke Energy Florida, LLC, et al., Arising from the Acquisition of Parcels 53-225 A and B, for the SR 538 Poinciana Parkway Extension Project, Segment 538-235

19. Approval of Lease Agreement Between the Housing Authority of the City of Orlando and CFX for a Construction Staging Area for the SR 408 Widening Project, Segments 408-315 and 408-315A

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

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Dyer reported on the following:

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- Chairman Dyer acknowledged the 10th anniversary of the Pulse tragedy, remembering the 49 lives lost, honoring the survivors and all those impacted, and reaffirming that love and optimism will always be stronger than hatred and fear.

- He noted that the Board had important items before it and highlighted the items.

- He also acknowledged the beginning of celebrations for the nation's 250th year anniversary, noting that the milestone provides an opportunity to reflect on shared history, participate in community events, and look ahead with optimism.

2. TREASURER'S REPORT

Commissioner Arrington reported that as of the end of April, toll revenue remained strong at $632,000,000.00, coming in 3% above projections and 2% ahead of the prior year.

Year-to-date operations, maintenance, and administrative expenses totaled $101,300,000, tracking 4% under budget.

After debt service, the total net revenue available for projects was $370,000,000.

Mayor Demings arrived at this time, 9:09 a.m.

3. EXECUTIVE DIRECTOR'S REPORT

The Executive Director's Report written report was previously distributed.

In addition, Ms. Maikisch highlighted the following:

- Ms. Maikisch provided an update on the SR 408 improvement project near Camping World Stadium, noting the project will enhance traffic flow, safety, and access through roadway widening, interchange improvements, and related upgrades. She emphasized the importance of proactive community engagement as construction begins, noting that the team has conducted door-to-door outreach, distributed nearly 1,000 information sheets, and will continue engagement with surrounding stakeholders throughout the project.

- Ms. Maikisch highlighted ongoing coordination with the Greater Orlando Aviation Authority on wayfinding and signage improvements around Orlando International Airport. She explained that the initiative is designed to make it easier for drivers to access Terminal C and enhance the overall travel experience, with new electronic signage displaying airline information as part of the SR 528 widening project. The signage improvements are anticipated to be operational in spring 2027.

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- She also noted that registration is open for the Floridians for Better Transportation Summit taking place June 18 and 19 in Orlando. For anyone interested, registration information is available at bettertransportation.org.

F. REGULAR AGENDA ITEMS

1. BUDGET – FY 2027 THROUGH FY 2031 FIVE-YEAR WORK PLAN / FY 2027 OPERATIONS, MAINTENANCE & ADMINISTRATIVE

Ms. Lisa Lumbard, Chief Financial Officer, and Mr. Glenn Pressimone, Chief of Infrastructure, presented the Fiscal Year 2027 through Fiscal Year 2031 Five-Year Work Plan and Fiscal Year 2027 Operations, Maintenance and Administrative Budget for approval.

Ms. Lumbard provided an overview of the proposed Fiscal Year 2027 budget allocation.

Mr. Pressimone presented the Fiscal Year 2027 through Fiscal Year 2031 Five-Year Work Plan. He stated that the Work Plan continues delivery of projects identified in the current five-year work plan and 15-year planning period. He highlighted several major capital improvements and noted that the plan includes widening projects, as well as continued advancement of projects.

Ms. Lumbard then reviewed the Operations, Maintenance and Administrative Budget. She also provided an update on Goldenrod Road, CFX's non-system project.

Ms. Lumbard stated that the financial analysis confirms the budget is fully fundable across the 15-year horizon and assumes approximately $3 billion of additional debt issued over the next five years beginning in Fiscal Year 2027. She noted that financial models are updated regularly as traffic, interest rate and construction cost assumptions evolve.

Ms. Lumbard concluded that the proposed budget is financially sound, meets CFX's customer service objectives, and continues investment in the mobility network for the region.

A motion was made by Commissioner Arrington and seconded by Commissioner Parks for approval of the Budget, Fiscal Years 2027-2031 Five-Year Work Plan and Fiscal Year 2027 Operations, Maintenance and Administrative. The motion carried unanimously, with all eight (8) Board Members in attendance voting AYE by voice vote. Mr. Maier was not in attendance.

2. APPROVAL OF THIRTY-THIRD SUPPLEMENTAL REVENUE BOND RESOLUTION AUTHORIZING THE ISSUANCE OF SENIOR LIEN REFUNDING REVENUE BONDS SERIES 2026A

Ms. Lisa Lumbard, Chief Financial Officer, presented the 33rd Supplemental Revenue Bond Resolution authorizing the issuance of the Series 2026A Senior Lien Refunding Revenue Bonds.

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Ms. Lumbard provided an overview of CFX's debt portfolio and explained that the proposed refunding of the Series 2016A and 2016B bonds is expected to reduce borrowing costs and generate approximately $15.3 million in debt service savings, based on current market conditions. She noted that the resolution authorizes the issuance of the refunding bonds, with the final amount to be determined based on market conditions at the time of pricing.

Ms. Lumbard stated that, consistent with the Finance Committee's recommendation, the Series 2026A bonds are anticipated to be priced on or about June 25, 2026, with closing expected on or about July 2, 2026.

The Board members asked questions which were answered by Ms. Lumbard.

A motion was made by Mr. Pullum and seconded by Commissioner Herr for approval of the Thirty-Third Supplemental Revenue Bond Resolution, authorizing the issuance of Senior Lien Refunding Revenue Bonds Series 2026A and approving the forms of certain documents and agreements related to the bonds. The motion carried unanimously, with all eight (8) Board Members in attendance voting AYE by voice vote. Mr. Maier was not in attendance.

3. **CONTRACT AWARD TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE 2055 MASTER PLAN, PROJECT NO. 599-248**

Mr. Will Hawthorne, Director of Transportation Planning and Policy, presented the contract award for the 2055 Master Plan.

Mr. Hawthorne explained that the Master Plan will establish CFX's strategic direction for the next 25 years and guide future system investment, management, and expansion. He noted that the effort will include extensive regional outreach and evaluation of system needs, emerging technologies, and future transportation opportunities.

A motion was made by Commissioner Arrington and seconded by Mr. Martinez for approval of contract award for the 2055 Master Plan to Kimley-Horn and Associates, Inc. in the amount of $800,000.00. The motion carried unanimously, with all eight (8) Board Members in attendance voting AYE by voice vote. Mr. Maier was not in attendance.

4. **MAINTENANCE ACTIVITIES OVERVIEW**

Mr. Bryce Rainey, Director of Maintenance, provided an overview of the CFX maintenance program.

Mr. Rainey reviewed the scope of the maintenance program, including roadway, bridge, landscape, facility, and traffic signal assets. He highlighted ongoing efforts to enhance contractor accountability, improve field coordination, implement new technologies, and transition to a more proactive maintenance approach.

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Mr. Rainey noted that the system continues to be maintained at a high level, with performance exceeding established targets.

The Board members commented and asked questions which were answered by Mr. Rainey.

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

5. **CUSTOMER EXPERIENCE OVERVIEW**

Ms. Angela Melton, Director of Customer Experience and Marketing, and Mr. Tom Chully, Director of Toll Operations, provided an overview of CFX's customer experience program.

Ms. Melton and Mr. Chully highlighted the growth in E-PASS accounts, toll transactions, and digital self-service options, emphasizing CFX's customer-first approach through innovation, technology, and interdepartmental collaboration. They noted strong performance results, including high customer satisfaction and increased use of digital tools. Additionally, they highlighted the continued expansion of the E-PASS mobile app, Visitor Toll Pass program, and CFX's recognition for customer service excellence.

The Board members commented and asked questions which were answered by Ms. Melton and Mr. Chully.

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

G. BOARD MEMBER COMMENT

The following Board Members commented:

- Commissioner Arrington;
- Commissioner Herr;
- Commissioner Parks;
- Mr. Pullum; and
- Commissioner Scott.

Chairman Dyer announced the next Board Meeting is scheduled for August 13, 2026.

H. ADJOURNMENT

Chairman Dyer adjourned the Board Meeting at approximately 9:58 a.m.

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Mayor Buddy Dyer 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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D.

Consent Agenda

CONSENT AGENDA
August 13, 2026

CONSTRUCTION

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

Project 408-315	Hubbard Construction Company	$ 191,653.84
Project 429-153	SEMA Construction, Inc.	$1,230,260.78
Project 516-238	SEMA Construction, Inc.	$ 870,871.84
Project 528-168	Hubbard Construction Company	$1,276,796.56
Project 599-170D	Atlantic Civil Constructors Corporation	($ 931,731.39)
Project 599-407	D3 Energy, LLC	$ 8,004.05
Project 599-426	Rtech Engineering, LLC	($ 2,581.08)
Project 599-671	AUM Construction, Inc.	($ 107,114.26)
Project 599-770	S & D Industrial Painting, Inc.	$ 3,493.94

2. Approval of AIM Engineering & Surveying, Inc. as a Subcontractor to Ardaman & Associates, Inc. for Systemwide Materials Testing and Geotechnical Services, Contract No. SCON-10000282

3. Approval of Payment to Sacyr Construccion SA, Inc. for Material Price Index Adjustments for SR 417 Widening from Narcoossee Road to SR 528, Project No. 417-150 (Agreement Value: $658,199.89)

ENGINEERING

4. Approval of Supplemental Agreement No. 2 with BCC Engineering, LLC for Design Consultant Services for SR 534 Segments 4 & 5 – SR 534 from Narcoossee Road to Sunbridge Parkway, Project No. 534-244, Contract No. SCON-10000240 (Agreement Value: $250,000.00)

5. Approval of Contract Awards to ENNOV8 Design Group, LLC and Bentley Group, Inc. for Miscellaneous Design Consultant Services (EBI), Contract Nos. SCON-10000446 and SCON-10000447 (Agreement Value: $3,000,000.00 each)

6. Approval of Supplemental Agreement No. 3 with Kisinger Campo & Associates Corp. for SR 534/SR 417 Ramp Realignment – Segment 1A, Project No. 534-240, Contract No. SCON-10000391 (Agreement Value: $166,262.47)

7. Authorization of Mitigation Credit Purchase with Lucky L Mitigation Bank d/b/a Blue Water, LLC for SR 534 from East of Jim Branch Road to Narcoossee Road, Project No. 534-243 (Agreement Value: not-to-exceed $414,000.00)

8. Approval of Contract Award to Protean Design Group, Inc. for Design Consultant Services for SR 534 from South of Cyrils Drive to South of Jack Brack Road - Segment 7, Project No. 534-267, Contract No. SCON-10000440 (Agreement Value: $6,407,000.00)

9. Approval of Supplemental Agreement No. 6 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: $152,122.71)

10. Authorization of Mitigation Credit Purchase with Wekiva River Mitigation Bank d/b/a Wekiva River Mitigation Bank, L.L.C. for SR 414 Extension from US 441 to Maitland Summit Boulevard, Project No. 414-208 (Agreement Value: not-to-exceed $750,000.00)

11. Approval of Second Contract Renewal with CDM Smith, Inc. for Traffic and Earnings Consultant Services, Contract No. SCON-10000150 (Agreement Value: $1,200,000.00)

INTERNAL AUDIT

12. Acceptance of Internal Audit Reports:
    a. Fiscal Year 2026 National Institute of Standards and Technology (NIST) Cybersecurity Framework 2.0 Review
    b. Fiscal Year 2027 Internal Audit Plan and Risk Assessment

MAINTENANCE

13. Approval of Supplemental Agreement No. 1 with Dix.Hite+ Partners, Inc. for Landscape Program Management Consultant Services, Contract No. SCON-10000349 (Agreement Value: $2,300,000.00)

14. Approval of First Contract Renewal with Masis Staffing Services, LLC for Janitorial Staffing Services, Contract No. SCON-10000390 (Agreement Value: $140,000.00)

OPERATIONS

15. Approval of Purchase Order to BOS of Florida, Inc. d/b/a BOS Orlando for Commercial Furniture (Agreement Value: $357,000.00)

PROCUREMENT

16. Approval of Resolution Amending Article 1 (“Procurement Policy”), Article 2 (“Protest Resolution Policy”), Article 3 (“Lobbying Blackout Policy”), and Article 4 (“Business Opportunities Policy”) of Chapter 10 (“Procurement”) of the CFX Code

RISK MANAGEMENT

17. Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT) (Agreement Value: $330,000.00)

TECHNOLOGY/TOLL OPERATIONS

18. Approval of Contract Award to AECOM Technical Services for Management Consulting Services, Contract No. SCON-10000433 (Agreement Value: $1,517,711.00)

TRAFFIC OPERATIONS

19. Approval of Contract Award to Advance Roofing, Inc. d/b/a Advanced Green Technologies for Systemwide Maintenance of Photovoltaic Infrastructure, Contract No. SCON-10000434 (Agreement Value: $625,040.00)

LEGAL

20. Approval of Supplemental Agreement No. 2 with Durrance & Associates, P.A. for Continuing Real Estate Appraisal Services, Contract No. SCON-10000375 (Agreement Value: $600,000.00)

21. Approval of the Proposed Mediated Settlement Agreement Between the Central Florida Expressway Authority and Eladio Delannoy and Lorraine Delannoy in the Matter of the Central Florida Expressway Authority v. Brian M. Van Cour, et al., regarding SR 538 Poinciana Parkway Extension, Segment 538-235A, Parcel 53-120 Parts A-B

22. Approval of Roadway Improvement Cost-Share Agreement between the Central Florida Expressway Authority and the City of Orlando for the SR 417 and Lee Vista Boulevard Traffic Signals Project and the East South Street and SR 408 Westbound Off-Ramp Pedestrian Upgrades Project

23. Approval of Utility Relocation Agreement with the City of Orlando for the Relocation of the Narcoossee Road 16-Inch Non-Potable Reclaimed Water Main as Part of the SR 534 Project

The following items are for information only:

A. The following is a list of advertisement(s) from: June 14, 2026 to August 9, 2026
   1. 417-186: SR 417 and Lee Vista Boulevard Interchange Signalization
   2. 417-443: Curry Ford Main Line Electrical Improvements
   3. 453-453: SR 453 Safety Improvements
   4. 534-268: Design Consultant Services for SR 534 From South of Jack Brack Road to Nova Road, Segment 8
   5. 599-444: Magnolia Building Renovations
   6. 599-579: Systemwide Signing Improvements
   7. General Engineering Consultant Services
   8. Miscellaneous Design Consultant Services - Emerging Business Initiative (EBI)

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. 429-309: SR 429 Binion Road Interchange – Design-Build
   2. 429-784: SR 429 Resurfacing and Safety Improvements North of US 441 to Kelly Park Road – Design-Build
   3. 516-409: Photovoltaic Deployment on SR 516 (Phase 1)
   4. 528-783: SR 528 Resurfacing from McCoy Road to SR 436 – Construction

5. 534-241 & 534-240: SR 534 Segments 1 & 1A – CEI Services
6. 534-241: SR 534 Segment 1 - Construction
7. 534-244: SR 534 Segments 4 & 5 – Design-Build
8. 538-234 & 538-235: SR 538 Extension from Ronald Regan Parkway to CR 532 – CEI Services
9. 599-568: Systemwide Wrong Way Driving Upgrades
10. 599-576: Intelligent Transportation Systems Closed-Circuit Television Camera Procurement

CONSENT AGENDA ITEM #1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, P.E.
Director of Capital Project Delivery

DATE: July 30, 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 ($) August 2026	Total Amount ($) to Date*	Time Increase or Decrease
408-315	Hubbard Construction Company	SR 408/Tampa Ave. Interchange and SR 408 EB Lane Addition Orange Blossom Trail to I-4	$ 218,711,886.99	$ -	$ 191,653.84	$ 218,903,540.83	0
429-153	SEMA Construction, Inc.	SR 429 Widening from West Road to SR 414	$ 127,180,000.00	$ 8,745,351.91	$ 1,230,260.78	$ 137,155,612.69	0
516-238	SEMA Construction, Inc.	SR 516 From Lake-Orange County Line to SR 429	$ 218,890,000.00	$ 12,610,618.01	$ 870,871.84	$ 232,371,489.85	0
528-168	Hubbard Construction Company	SR 528 Widening from Goldenrod Road to Narcoossee Road	$ 54,854,706.59	$ 1,899,314.47	$ 1,276,796.56	$ 58,030,817.62	0
599-170D	Atlantic Civil Constructors Corporation	Systemwide Guardrail Protection Improvements	$ 5,525,211.37	$ -	$ (931,731.39)	$ 4,593,479.98	0
599-407	D3 Energy, LLC	Design/Build Services for Three Mainline Photovoltaic Deployment	$ 2,470,230.00	$ (52,571.88)	$ 8,004.05	$ 2,425,662.17	0
599-426	Rtech Engineering, LLC	Systemwide Generator Replacements	$ 580,200.00	$ -	$ (2,581.08)	$ 577,618.92	0
599-671	AUM Construction, Inc.	Systemwide AET Mainline Signing	$ 2,971,090.00	$ -	$ (107,114.26)	$ 2,863,975.74	0
599-770	S & D Industrial Painting, Inc.	SR 417 and SR 408 Concrete Coatings	$ 2,265,231.58	$ (183,399.44)	$ 3,493.94	$ 2,085,326.08	0
				TOTAL	**$ 2,539,654.28**		

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

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

Project 408-315/408-315A: SR 408/Tampa Ave. Interchange and SR 408 EB Lane Addition OBT to I-4
Hubbard Construction Company
SA No.: 408-315-0826-01

408-315A Plan Revision 01

Adjust contract pay item quantities per 408-315A Plan Revision 01.

INCREASE THE FOLLOWING ITEMS:		
408-315A Optional Base Group 15	$	182,146.00
408-315A Milling Existing Asphalt Pavement 1 ½" Depth	$	101,902.50
408-315A Superpave Asphaltic Conc, Traffic B	$	21,473.10
408-315A Superpave Asphaltic Conc, Traffic B, PG 76-22	$	18,889.20
408-315A Asphaltic Concrete Friction Course, Traffic B, FC-12.5, PG 76-22	$	15,562.80
408-315A Concrete Class II, Retaining Wall	$	184,477.70
408-315A Reinforcing Steel (Retaining Wall)	$	9,429.76
408-315A Concrete Curb, Toll Header	$	6,374.40
408-315A Shoulder Concrete Barrier, 38" or 44" Height	$	46,505.20
408-315A Concrete Ditch Pavt, Non Reinforced, 3"	$	25,635.70
408-315A Retaining Wall System, Permanent, Excluding Barrier	$	6,301.75
	$	618,698.11
DECREASE THE FOLLOWING ITEMS:		
408-315A Optional Base Group 9 (Limerock Only)	$	(16,202.08)
408-315A Milling Existing Asphalt Pavement 2 ¼" Depth	$	(43,543.50)
408-315A Fiber Reinforced Cement Concrete Pavement	$	(297,259.20)
408-315A Reinforcing Steel (Approach Slab)	$	(984.90)
408-315A PVC Pipe for Back of Sidewalk, 4"	$	(1,828.64)
408-315A Sheet Piling Steel, F&I Permanent	$	(397.08)
408-315A Median Concrete Barrier, Short Grade-Separated	$	(49,179.30)
408-315A Concrete Barrier Wall w/ Junction Slab, 36" Single Slope	$	(31,269.75)
	$	(440,664.45)
SUBTOTAL THIS CHANGE:	$	178,033.66

ITS Device Warranty Quantity Adjustments

Adjust contract pay item quantities to reflect the total number of warranties to be provided for new ITS devices furnished on the project.

INCREASE THE FOLLOWING ITEMS:		
408-315 Data Collection Sensors Warranty (6 Year Warranty) (Furnish Only),	$	4,720.59
408-315 Traffic Monitoring Station Warranty (6 Year Warranty) (Furnish Only)	$	5,054.95
408-315 Gigabit Ethernet Field Switch Warranty (6 Year Warranty) (Furnish Only)	$	5,019.54
408-315 Ethernet Media Converter (Single-Mode) (2-Port) (6 Year Warranty) (Furnish Only)	$	951.98
408-315 Uninterruptible Power Supply (650W) (5 Year Warranty) (Furnish Only)	$	1,117.20
408-315 CCTV Warranty (6 Year Warranty) (Furnish Only)	$	688.41
	$	17,552.67
DECREASE THE FOLLOWING ITEMS:		
408-315A Full Color DMS (LED) (2 Line) (Front Access) (10 Year Warranty) (Furnish Only)	$	(10,227.94)
SUBTOTAL THIS CHANGE:	$	7,324.73

ITS Maintenance of Communication Plan Modification

The fiber optic network is to be installed in a temporary condition to facilitate construction. Modifications to the temporary fiber optic duct bank are necessary for consistency through the project corridor.

INCREASE THE FOLLOWING ITEMS:		
408-315 Fiber Optic Conduit, 4-1" HDPE SDR11, Trench or Plow	$	10,095.45
408-315 Electrical Conduit, 1-2" HDPE SDR11, Trench or Plow	$	2,341.50
	$	12,436.95
DECREASE THE FOLLOWING ITEMS:		
408-315 Fiber Optic Conduit, 3-1" HDPE SDR11, Trench or Plow	$	(4,598.75)
408-315 Fiber Optic Conduit, 3-1" HDPE SDR11, Directional Bore	$	(84,831.42)
408-315 Conduit, 2-1" HDPE SDR11 and 2-2" HDPE SDR11, Trench or Plow	$	(3,448.20)
408-315 Conduit, 2-1" HDPE SDR11 and 2-2" HDPE SDR11, Directional Bore	$	(55,680.00)
	$	(148,558.37)
ADD THE FOLLOWING ITEMS:		
408-315 Fiber Optic Conduit, 4-1" HDPE SDR 11, Directional Bore	$	88,368.87
408-315 Conduit, 4-1" HDPE SDR 11 and 1-2" HDPE SDR11, Directional Bore	$	54,048.00
	$	142,416.87
SUBTOTAL THIS CHANGE:	$	6,295.45
TOTAL AMOUNT FOR PROJECT 408-315/408-315A	**$**	**191,653.84**

Project 429-153: SR 429 Widening from West Road to SR 414
SEMA Construction, Inc.
SA No.: 429-153-0826-10

Bridge 3 Profile Increase
Increase Bridge 3 profile to raise the deck and approach slabs 4.1 inches.

INCREASE THE FOLLOWING ITEMS:		
Embankment	$	34,097.80
Concrete Class II, Bridge Superstructure	$	204,230.00
Concrete Class II, Approach Slabs	$	45,080.00
Reinforcing Steel - Bridge Superstructure	$	40,913.55
Reinforcing Steel - Approach Slab	$	1,005.10
Stainless Reinforcing Steel - Superstructure	$	1,089.00
Shoulder Concrete Barrier, (Rigid-Shoulder) 32", F-Shape	$	10,800.00
	$	337,215.45
DECREASE THE FOLLOWING ITEMS:		
Retaining Wall System, Perm, Excluding Barrier	$	(76,132.80)
ADD THE FOLLOWING ITEM:		
Bridge 3 Profile Increase NOI 23	$	190,683.20
SUBTOTAL THIS CHANGE	$	451,765.85

Median Temporary Drainage Ditch
Construct a temporary ditch required for drainage north of Bridge 3 in between construction phasing stages 5 and 6.

ADD THE FOLLOWING ITEM:		
Median Temporary Drainage Ditch	$	17,761.13

38" Single Slope Barrier Wall
Replace existing 38" single slope barrier wall along Ramp D.

ADD THE FOLLOWING ITEM:		
38" Single Slope Barrier Wall	$	37,571.09

Plan Revision 6 MSE Wall Revisions
Additional costs for retaining wall construction associated with Plan Revision 6.

ADD THE FOLLOWING ITEM:		
Plan Revision 6 MSE Wall Revisions	$	57,760.61

Existing CCTV Lowering Arm Replacement
Replace the CCTV lowering arm at Milepost 30.4.

ADD THE FOLLOWING ITEM:		
Existing CCTV Lowering Arm Replacement	$	18,288.91

ITS/Electrical Material Purchase
Purchase ITS and electrical items deleted from the contract for CFX's future use.

ADD THE FOLLOWING ITEM:		
ITS/Electrical Material Purchase	$	145,346.11

Median Light Pole Foundation Change
Change ten (10) median light pole foundations to a spread footer.

ADD THE FOLLOWING ITEM:		
Median Light Pole Foundation Change	$	48,151.99

Plan Revision 6 - Noise Wall Rebar

Plan Revision 6 included changes to the rebar quantities for noise walls SB5A and SB6A.

ADD THE FOLLOWING ITEM:		
Plan Revision 6 - Noise Wall Rebar	$	67,181.60

ITS Cabinet and Equipment Replacement

Replace ITS cabinet and equipment on NB 429 damaged due to a 3rd party vehicle accident.

ADD THE FOLLOWING ITEM:		
ITS Cabinet and Equipment Replacement	$	88,512.49

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:		
Performance Turf, Sod	$	297,921.00

TOTAL AMOUNT FOR PROJECT 429-153	**$**	**1,230,260.78**

Project 516-238: SR 516 From Lake-Orange County Line to SR 429
SEMA Construction, Inc.
SA 516-238-0826-07

Final Quantities for Completed Contract Pay Items

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

INCREASE THE FOLLOWING ITEMS:		
Prestressed Concrete Piling, 24" SQ	$	334,880.00
Prestressed Concrete Piling, 24" SQ (Lk Needham)	$	152,950.00
Steel Piling, HP 14 X 89	$	50,400.00
Steel Piling, HP 14 X 117	$	221,550.00
	$	759,780.00
DECREASE THE FOLLOWING ITEMS:		
Lk Needham Bridge Material - Pile	$	(26,354.25)
Lk Needham Bridge Pile Delivery >95	$	(300.00)
Grout Pipe Installation	$	(67,792.00)
Subsurface Pressure Grouting, Sand Cement	$	(77,448.00)
Test Pile - Prestressed Concrete, 24" SQ	$	(8,960.00)
	$	(180,854.25)
SUBTOTAL THIS CHANGE:	$	578,925.75

Plan Revision 4 - Route Marker Sign

Per Plan Revision 4, install a route marker sign originally intended to be included in the 516-237 project under this contract.

INCREASE THE FOLLOWING ITEMS:		
Sign Panel, F&I Overhead Mount, 31-50 SF	$	2,100.00
Overhead Static Sign Structure, F&I, Cantilever, Up To 20 Ft	$	106,700.00
SUBTOTAL THIS CHANGE:	$	108,800.00

Bituminous Price Index Adjustments

The Contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month bituminous price is greater or less than 5% of the bid/base price. In accordance with the contract specifications, the Engineer has calculated this adjustment for the project for the period of May 2024 to May 2026.

ADD THE FOLLOWING ITEMS:		
Bituminous Price Index Adjustments - May 2024 to May 2026	$	5,698.08

Sign Structure Changes

Fabricate and install a second-level primary span on two (2) overhead sign trusses to accommodate future installation of dynamic message signs.

ADD THE FOLLOWING ITEMS:		
Sign Structure Changes	$	177,448.01

TOTAL AMOUNT FOR PROJECT 516-238	**$**	**870,871.84**

Project 528-168: SR 528 Widening from Goldenrod Road to Narcoossee Road
Hubbard Construction Company
SA 528-168-0826-04

Relocate Existing Fiber Optic Cable and Manhole

A conflict with construction of a swale on the north side of SR 528 required an existing fiber optic cable and manhole to be relocated under the shoulder pavement.

ADD THE FOLLOWING ITEM:		
Relocate Existing Fiber Optic Cable and Manhole	$	124,314.46

Modify Structural Steel Bridge Cross Frame Members

Modifications were required during fabrication of the steel cross frame members to accommodate the existing steel bridge girder field conditions.

ADD THE FOLLOWING ITEM:		
Modify Steel Cross Frame Members	$	39,359.78

Drainage Modifications

Replace previously installed polypropylene drainage material with reinforced concrete pipe due to failures created by hydraulic uplift.

ADD THE FOLLOWING ITEMS:		
Removal and Disposal of Polypropylene Pipe	$	144,012.56
Additional Cost for Reinforced Concrete Pipe Material	$	262,559.95
	$	406,572.51
INCREASE THE FOLLOWING ITEMS:		
Pipe Culvert, Optional Material, Round, 36" S/CD	$	70,005.85
Pipe Culvert, Optional Material, Round, 42” S/CD	$	102,441.64
Pipe Culvert, Optional Material, Round, 48” S/CD	$	534,102.32
	$	706,549.81
SUBTOTAL THIS CHANGE	$	1,113,122.32
TOTAL AMOUNT FOR PROJECT 528-168	**$**	**1,276,796.56**

Project 599-170D: Systemwide Guardrail Protection Improvements
Atlantic Civil Constructors Corporation
SA 599-170D-0826-01

Potholing/Soft Digging For ITS Utilities

Provide the necessary labor and equipment to perform potholing/soft digging to locate the existing CFX ITS facilities adjacent to the proposed guardrail installations along SR 408, SR 417, SR 528, and SR 414.

ADD THE FOLLOWING ITEM:		
Potholing/Soft Digging For ITS Utilities	$	25,199.75

Fuel Price Index Adjustments

The Contract has a provision 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 adjustments for the period of August 2025 through June 2026. During this period of time $4,593,479.98 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:		
Fuel Price Adjustments -August 2025 to June 2026	$	174.97

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:		
Clearing And Grubbing	$	8,634.83
Regular Excavation	$	860.49
Embankment	$	566.67
Special Guardrail Post - Encased Post For Shallow Mount	$	9,200.00
Performance Turf, Sod	$	1,209.94
Conduit, Furnish & Install, Open Trench	$	2,827.50
Lighting Conductors, F&I, Insulated, No 4 To No 2	$	559.62
	$	23,859.05
DECREASE THE FOLLOWING ITEMS:		
Portable Changeable Message Sign, Temporary-Contingency	$	(525.00)
Miscellaneous Asphalt Pavement	$	(35,219.71)
Guardrail - Roadway, General Tl-3	$	(5,905.68)
Guardrail Transition Connection To Rigid Barrier, F&I- Index 536-001, Approach Tl-3	$	(4,500.00)
Guardrail Transition Connection To Rigid Barrier, F&I- Index 536-001, Trailing	$	(2,050.00)
Guardrail Removal	$	(160.80)
Guardrail End Treatment- Trailing Anchorage	$	(1,600.00)
6" Black Steel Pipe Outer Duct, F&I-Contingency	$	(805,030.47)
Single Column Ground Sign Assembly, Relocate	$	(1,437.50)
Enhanced Highway Sign Assembly, Ac Powered, Relocate - Ground Mount	$	(15,530.56)
Allowance For Disputes Review Board	$	(20,000.00)
Work Order Allowance	$	(89,005.44)
	$	(980,965.16)
SUBTOTAL THIS CHANGE:	$	(957,106.11)

TOTAL AMOUNT FOR PROJECT 599-170D	**$**	**(931,731.39)**

Project 599-407: Design/Build Services for Three Mainline Photovoltaic Deployment
D3 Energy, LLC
SA 599-407-0826-04

Forest Lake Plaza Utility Meter Infrastructure

Furnish and install the utility metering infrastructure required for the final Duke Energy service configuration at the Forest Lake Mainline Plaza.

ADD THE FOLLOWING ITEMS		
Forest Lake Plaza Utility Meter Infrastructure	$	8,004.05
TOTAL AMOUNT FOR PROJECT 599-407	**$**	**8,004.05**

Project 599-426: Systemwide Generator Replacements
Rtech Engineering, LLC
SA 599-426-0826-01

Plan Revision 1 - Replace Existing Generator

Provide all labor, materials, and equipment required to replace the existing generator at the Landstar On-Ramp Plaza along SR 417.

ADD THE FOLLOWING ITEM:		
Plan Revision 1 - Replace Existing Generator	$	95,338.56

Final Quantities for Completed Contract Pay Items

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

DECREASE THE FOLLOWING ITEMS:		
Allowance For Disputes Review Board	$	(20,000.00)
Work Order Allowance	$	(77,919.64)
SUBTOTAL THIS CHANGE:	$	(97,919.64)
TOTAL AMOUNT FOR PROJECT 599-426	**$**	**(2,581.08)**

Project 599-671: Systemwide AET Mainline Signing
AUM Construction, Inc.
SA 599-671-0826-01

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:		
Overhead Static Sign Structure, Shallow Foundation Removal, Cantilever	$	520,000.00
DECREASE THE FOLLOWING ITEMS:		
Barricade Type III - To Remain (6')	$	(590.00)
ArcGIS Online Creator License	$	(550.00)
ArcGIS Online Viewer License	$	(550.00)
Single Column Ground Sign Assembly, F&I Ground Mount, Less Than 12 SF	$	(800.00)
Single Column Ground Sign Assembly, F&I Ground Mount, 12.0-20.0 SF	$	(1,600.00)
Single Column Ground Sign Assembly, Relocate	$	(3,200.00)
Single Column Ground Sign Assembly, Remove	$	(150.00)
Overhead Static Sign Structure, Deep Foundation Removal, Cantilever	$	(594,000.00)
Allowance For Disputes Review Board	$	(20,000.00)
Work Order Allowance	$	(5,674.26)
	$	(627,114.26)
SUBTOTAL THIS CHANGE:	$	(107,114.26)
TOTAL AMOUNT FOR PROJECT 599-671	**$**	**(107,114.26)**

Project 599-770: SR 417 and SR 408 Concrete Coatings
S & D Industrial Painting, Inc.
002245 SA 599-770-0826-02

Final Quantities for Completed Contract Pay Items

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

INCREASE THE FOLLOWING ITEM:		
Cleaning and Coating Concrete Surface (Non-Rib Sections)	$	3,493.94
TOTAL AMOUNT FOR PROJECT 599-770	**$**	**3,493.94**

CONSENT AGENDA ITEM
#2

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of AIM Engineering & Surveying, Inc. as a Subcontractor to Ardaman & Associates, Inc. for Systemwide Materials Testing and Geotechnical Services, Contract No. SCON-10000282

Board approval of AIM Engineering & Surveying, Inc. as a subcontractor to Ardaman & Associates, Inc. to provide precast and prestress inspections is requested. The cost is expected to exceed the $75,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:

Lindsey Barnwell, PE
Director of Construction

Glenn Pressimone, PE
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Ardaman & Associates, Inc. Date: July 15, 2026

CFX Contract Name: Systemwide Materials Testing & Geotechnical Services CFX Contract No.: 002188/SCON-10000282

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: AIM Engineering & Surveying, Inc.

Address: P.O. Box 1235, Lehigh Acres, Florida 33970

Phone No.: 239-332-4569

Federal Employee ID No.: 650197775

Registered with Sunbiz: ✓ Yes _____ No

Description of Services to Be Sublet: Precast / prestress inspection

Estimated Beginning Date of Sublet Services: 6/16/2025

Estimated Completion Date of Sublet Services: 4/15/2028

Estimated Value of Sublet Services*: $ 92,000.00

*(Equal or exceeds $75,000 requires Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with CFX that are applicable to the subconsultant and the services to be sublet:

Requested By: _____
(Signature of Consultant Representative)

Vice President
Title

Recommended by: _____ Date: 7/21/2026
(Signature of Appropriate CFX Director/Manager)

Approved by: _____ Date: 07/22/2026
(Signature of Appropriate Chief)

Reviewed by: _____ Date: _____
Director of Procurement

Revised Sublet: Yes ✓ No _____

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

REV. 08/8/2024

CONSENT AGENDA ITEM #3

MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, P.E.
Director of Capital Project Delivery

DATE: July 30, 2026

SUBJECT: Approval of Payment to Sacyr Construccion SA, Inc. for Material Price Index Adjustments for SR 417 Widening from Narcoossee Road to SR 528
Project No. 417-150

Board approval is requested to issue payment to Sacyr Construccion SA, Inc. in the amount of $658,199.89 for material price index adjustments for the SR 417 Widening from Narcoossee Road to SR 528 project.

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

The following items have been adjusted: Copper, Aluminum, Steel Stay-in-Place Forms, PVC, and Guardrail.

Reviewed By: _____

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

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 6, 2022

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

TO: **DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by:
Tim Lattner
C7704ED8972C440...

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

SUBJECT: VARIOUS MATERIAL PRICE INDICES

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

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

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

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

The following conditions apply:

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

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

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

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

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

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

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

February 7, 2022

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

TO: DISTRICT CONSTRUCTION ENGINEERS

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

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

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

SUBJECT: ALUMINUM, PVC, AND COPPER MATERIAL PRICE INDICES

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

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

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

The following conditions apply:

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

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

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

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

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

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

DH/aa

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

January 28, 2022

DCE MEMORANDUM NO. 22-03
(FHWA Approved 1/28/2022)

TO: DISTRICT CONSTRUCTION ENGINEERS

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

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

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

SUBJECT: STEEL GUARDRAIL MATERIAL PRICE INDEX

Due to recent volatility in prices of steel guardrail 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 guardrail 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 guardrail 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 Certification of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For work performed by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For work performed by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity. For example, double faced guardrail will have a certification quantity half that of the invoice quantity.
8. 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.
9. Material price adjustments will not be made for 3rd party damages.

Construction contracts executed 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 Line-Item Adjustment Type Material Price Adjustment Guardrail – MPAG in SiteManager.

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

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

DH/aa

CONSENT AGENDA ITEM
#4

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Supplemental Agreement No. 2 with BCC Engineering, LLC for Design Consultant Services for SR 534 Segments 4 & 5 – SR 534 from Narcoossee Road to Sunbridge Parkway
Project No. 534-244, Contract No. SCON-10000240

Board approval of Supplemental Agreement No. 2 with BCC Engineering, LLC in the amount of $250,000.00 is requested. The original contract was for a five-year term with two one-year renewal options.

The work to be performed includes additional design services.

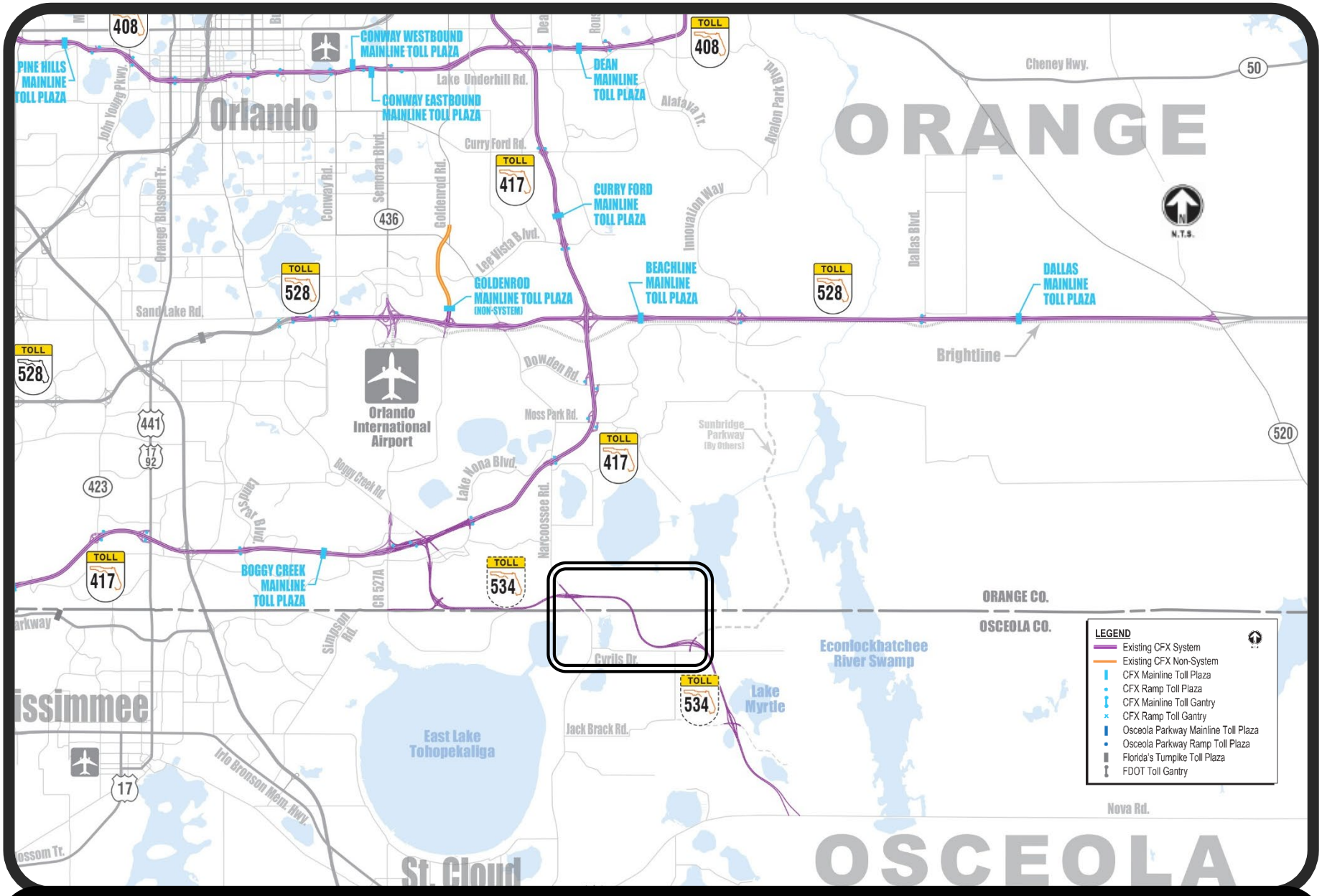
Original Contract	$6,650,000.00
Supplemental Agreement No. 1	$0.00
Supplemental Agreement No. 2	$250,000.00
Total	$6,900,000.00

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

Reviewed by:

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure



Project Location Map for
SR 534 Segments 4 and 5 – From Narcoossee Road to Sunbridge Parkway (534-244)

SUPPLEMENTAL AGREEMENT NO. 2
to
CONTRACT NO. 002144
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
BCC ENGINEERING, LLC
regarding
Design Consultant Services for SR 534 Segments 4 & 5 – SR 534 from Narcoossee Road to Sunbridge Parkway
(Project No.: 534-244)

THIS SUPPLEMENTAL AGREEEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **BCC ENGINEERING, 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. 002144** 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 as outlined in the Consultant's letter to CFX dated June 26, 2026, which is attached hereto as **Attachment "1"** and 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 **$461,878.16** to **$3,710,086.43**.

b. The Direct Expenses - Lump Sum (Prime) remain unchanged at **$0.00**.

c. The Direct Expenses - Limiting Amount (Prime) remain unchanged at **$0.00**.

d. The Subcontract Items are adjusted upward by **$32,519.59** to **$2,960,376.26** as follows:

1. GAI **$32,519.59**

e. The Allowance is adjusted downward by **$244,397.75** to **$229,537.31**.

f. The Total Maximum Limiting Amount is adjusted upward by **$250,000.00** to **$6,900,000.00**.

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 August 13, 2026, and Consultant signing through its undersigned signatory, duly authorized to execute same.

BCC ENGINEERING, LLC

By:

Print Name: Ariel Millan

Title: Vice President

Date: 7/13/2026

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Zulay Millan

Title: CFX Director of Procurement

Date: _____

Dewberry

MEMORANDUM

Date: June 30, 2026

To: Jamison Edwards, PE, CFX Manager of Engineering

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 002144
CFX Project No. 534-244 Supplemental #2 – RFP and Permitting
SR 534 Segments 4 & 5 – Narcoossee Road to Sunbridge Parkway

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #2 (SA #2) submitted by BCC Engineering on June 26, 2026 for the SR 534 Segments 4 & 5 – Narcoossee Road to Sunbridge project. SA #2 is for additional professional services to incorporate Request For Proposal (RFP) risk register items, TCP and special provisions, hydrologic and floodplain modeling and modified dredge and fill sketches for environmental permitting..

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

$ 461,878.16	BCC as Prime
$ 32,519.59	Total Subconsultant Fees
$ 494,397.75	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 $494,397.75.

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

cc:

Keith Jackson, PE Dewberry
File

Jamison Edwards, P.E.
Manager of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Road
Orlando, FL 32807

June 26, 2026

Re: SR 534 Segments 4 & 5 From Narcoossee Road to Sunbridge Parkway
Design Fee Proposal – Supplemental Agreement No. 2
CFX Project 534-244

Mr. Edwards,

Enclosed please find BCC's design fee proposal for supplemental work on the SR 534 Segments 4 & 5 project to perform additional design services. We are requesting Notice to Proceed to be dated September 11, 2025 to coincide with when additional efforts related to Floodplain Impacts and Mitigation began.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions or require additional information, please contact me using the contract information below.

Sincerely,
BCC Engineering

Nick Potolsky

Nick Potolsky, P.E.
Roadway Division Manager

Office: 407-951-6444
Cell: 305-333-2771
npotolsky@bcceng.com

Scope of Services

534-244 SR 534 Segments 4 & 5

CFX Contract Number: 002144

Supplemental Agreement 2

4.0 WORK PERFORMED BY THE 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

B. Major elements of the work include the following:

General Tasks:

1. Additional Progress Meetings to extend through August 2026
2. Additional RFP Development items including RFP/Criteria Package, risk identification and risk register, TCP restriction coordination, identification and development support for Special Provisions, Instructions to Bidders, and Construction Time estimates/sequencing with adjacent projects

Roadway:

1. Additional analysis and preparation of exhibits for alternatives including 1) a tiered wall option, and 2) a sloped/minimized wall height option
2. Profile and cross section development to support the alternatives
3. Additional roadway design/analysis for modification to Sunbridge Connector and Cyrils Drive at the request of Osceola County
4. Quantity and Cost Estimate Updates due to the changes along Sunbridge and Cyrils Drive

Drainage:

1. Additional hydraulic modeling and development of ICPR model for Clapp Simms Rd
2. Additional floodplain encroachment/compensation analysis in order to minimize impacts (hydraulic modeling, volumetric comparison, FPC scrape down areas, evaluation of alternatives)
3. Modification to drainage report to incorporate revised analysis

Environmental Permitting

1. Update dredge and fill sketches based on CFX Permitting Guidelines and updated secondary impact widths
2. Additional permitting support to incorporate area west of C-29A Canal into ERP application

Structures:

1. Updates to foundation design/plans for three bridge locations (based on final Geotechnical information)

SUPPLEMENTAL AGREEMENT NO. 1
to
CONTRACT NO. 002144
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
BCC ENGINEERING, LLC
regarding
Design Consultant Services for SR 534 Segments 4 & 5 – SR 534 from Narcoossee Road to Sunbridge Parkway
(Project No.: 534-244)

THIS SUPPLEMENTAL AGREEEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **BCC ENGINEERING, 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. 002144** 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 as outlined in the Consultant's letter to CFX dated July 1, 2025, which is attached hereto as **Attachment "1"** and 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 downward by **$32,519.59** to **$3,248,208.27**.

b. The Direct Expenses - Lump Sum (Prime) remain unchanged at **$0.00**.

c. The Direct Expenses - Limiting Amount (Prime) remain unchanged at **$0.00**.

d. The Subcontract Items are adjusted upward by **$32,519.59** to **$2,927,856.67**.

e. The Allowance remains unchanged at **$473,935.06**.

f. The Total Maximum Limiting Amount remains unchanged at **$6,650,000.00**.

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 the same, and Consultant signing through its undersigned signatory, duly authorized to execute same.

BCC ENGINEERING, LLC

By:

Print Name: J. Craig Bostic

Title: Florida Director of Highway

Date: 8/19/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: CFX Director of Procurement

Date: 8/20/2025

Dewberry

MEMORANDUM

Date: July 3, 2025

To: Jamison Edwards, PE - Manager of Engineering

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 002144
CFX Project No. 534-244, S.A. #1 – Fee Transfer
SR 534 Segments 4 & 5 – Narcoossee Road to Sunbridge Parkway

Comments:

I have reviewed the fee transfer proposal submitted by BCC via email on July 1, 2025, for the SR 534-244, Segments 4 & 5 – Narcoossee Road to Sunbridge. This requested change is to provide professional services for project management from BCC to GAI.

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

($ 32,519.59)	BCC as Prime
$ 32,519.59	Total Subconsultant Fees
$ 0.00	Total Requested Contract Amount

The total fee transfer is reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $0.00.

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

cc:

Keith Jackson, PE Dewberry
File

Jamison Edwards, P.E.
Manager of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Road
Orlando, FL 32807

July 1, 2025

Re: SR 534 Segments 4 & 5 From Narcoossee Road to Sunbridge Parkway
Release of BCC Engineering Fees – Supplemental Agreement No. 1
CFX Project 534-244

Mr. Edwards,

Pursuant to the request of Central Florida Expressway Authority we have reviewed our contract fees as they relate to the project management tasks to be performed. Due to staffing changes and the desire to maintain project consistency and continuity, BCC has identified fees related to project management support services that are available for redistribution within the contract.

We currently estimate an amount of $32,519.59 which is available on this project and can be released from BCC's budgeted fee.

Should you have any questions or request any additional information, please do not hesitate to contact the undersigned.

Sincerely,
BCC Engineering

Craig Bostic, P.E., Florida Director of Highway
Office: 407-951-6444
Cell: 407-803-2043
cbostic@bcceng.com

8/5/2025

534-244 SR 534 Segments 4 & 5

CFX Contract Number: 002144

Supplemental Agreement 1

Scope of Services

This supplemental agreement provides for additional services to be provided by GAI Consultants, Inc. to support the completion of design services on the above referenced project.

Description of Services: GAI Consultants, Inc. will provide Project Management and Project Coordination services. These services include, but are not limited to:

- Preparation of meeting agendas and minutes
- Attendance to internal team meetings and meetings with CFX and their General Engineering Consultant
- Written and verbal correspondence with CFX and their General Engineering Consultant associated with completion of remaining project and coordination tasks
- Interdisciplinary coordination within the project team.

Length of Services: This amendment applies to services beginning February 5, 2025.

Basis of Fee Estimate: The anticipated services are estimated at two (2) hours per week for the duration of the contract.

Jamison Edwards, P.E.
Manager of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Road
Orlando, FL 32807

July 1, 2025

Re: SR 534 Segments 4 & 5 From Narcoossee Road to Sunbridge Parkway
Design Fee Proposal – Supplemental Agreement No. 1
CFX Project 534-244

Mr. Edwards,

Enclosed please find BCC's design fee proposal for supplemental work on the SR 534 Segments 4 & 5 project to add GAI Consultants to this design contract. We are requesting the Notice to Proceed to be dated February 5, 2025 to coincide with the decision date to implement this change.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions or require additional information, please contact me using the contract information below.

Sincerely,
BCC Engineering

Craig Bostic, P.E., Florida Director of Highway
Office: 407-951-6444
Cell: 407-803-2043
cbostic@bcceng.com

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

BCC ENGINEERING, LLC

DESIGN CONSULTANT SERVICES FOR SR 534 SEGMENTS 4 & 5 - SR 534 FROM NARCOOSSEE ROAD TO SUNBRIDGE PARKWAY

PROJECT NO. 534-244, CONTRACT NO. 002144

CONTRACT AMOUNT: $6,650,000.00

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

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

FOR

DESIGN CONSULTANT SERVICES FOR
SR 534 SEGMENTS 4 & 5 - SR 534 FROM
NARCOOSSEE ROAD TO SUNBRIDGE PARKWAY

PROJECT NO. 534-244, CONTRACT NO. 002144

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Section	Title	
AG	Agreement	1 - 22
A	Exhibit “A”, Scope of Services	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Project Location Map	
F	Exhibit “F”, Project Schedule	
G	Exhibit “G”, Potential Conflict Disclosure Form	

Table of Contents

1.0. DEFINITIONS 1
2.0. SERVICES TO BE PROVIDED 1
3.0. TERM OF AGREEMENT AND RENEWALS 2
4.0. PROJECT SCHEDULE 2
5.0. PROFESSIONAL STAFF 3
6.0. COMPENSATION 4
7.0. DOCUMENT OWNERSHIP AND RECORDS 5
8.0. COMPLIANCE WITH LAWS 7
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 7
10.0. TERMINATION 7
11.0. ADJUSTMENTS 8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 9
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS 10
14.0. THIRD PARTY BENEFICIARY 10
15.0. INSURANCE 10
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT 13
18.0. DOCUMENTED ALIENS 13
19.0. FLORIDA VENDOR ELIGIBILITY REQUIREMENTS 14
20.0. INSPECTOR GENERAL 17
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 17
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 18
23.0. AVAILABILITY OF FUNDS 18
24.0. AUDIT AND EXAMINATION OF RECORDS 18
25.0. GOVERNING LAW AND VENUE 19
26.0. NOTICE 20
27.0. HEADINGS 20
28.0. CONTRACT LANGUAGE AND INTERPRETATION 20
29.0. ASSIGNMENT 21
30.0. SEVERABILITY 21
31.0. INTEGRATION 21
32.0. ATTACHMENTS 21

Project No. 534-244
Contract No. 002144

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and BCC Engineering, 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 160 N. Westmonte Drive, Suite 2000, Altamonte Springs, FL 32714.

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 from west of Narcoossee Road to Sunbridge Parkway, identified as "Segments 4 & 5" identified as Project No. 534-244 and Contract No. 002144.

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 preliminary (45%) construction plans for one construction project. If the work is divided into more than

one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

The approved subconsultants are:

Geotechnical and Environmental Consultants, Inc. (GEC) Class II
WBQ Design & Engineering, Inc. (WBQ) Class I & II
Colliers Engineering & Design (CED) Class I & 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 this Contract and any renewals hereof, the Consultant desires or intends to provide payment to a subconsultant, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the Consultant to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00, the Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by the Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Consultant may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

CFX shall not be responsible to Consultant for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $6,650,000.00 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 160 N. Westmonte Drive, Suite 2000, Altamonte Springs, FL 32714.

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

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

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration

or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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 shall be listed as an additional insured.

ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

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

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

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

All insurance policies shall be issued by 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) 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), 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). 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: BCC Engineering, LLC
160 N. Westmonte Drive, Suite 2000
Altamonte Springs, FL 32714
Attn: Boyd Jenkins, P.E., Senior Project Manager

BCC Engineering, LLC
160 N. Westmonte Drive, Suite 2000
Altamonte Springs, FL 32714
Attn: Alfred Lurigados, P.E., Principal in Charge

27.0. HEADINGS

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

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

31.0. INTEGRATION

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

32.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

Project No. 534-244
Contract No. 002144

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 December 2024, and BCC Engineering, LLC, signing through its undersigned signatory, duly authorized to execute same.

BCC ENGINEERING, LLC

BY: _____
Authorized Signature

Print Name: Luis Rodriguez

Title: CFO

ATTEST: _____ (Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams
Director of Procurement

Print Name: Aneth Williams

Date: 12/26/2024

VANESSA AYMERICH
Notary Public
State of Florida
Comm# HH402823
Expires 5/24/2027

Approved as to form and execution, only.

Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.12.23 08:05:02 -05'00'

General Counsel for CFX

Print Name: Angela J. Wallace

Date: December 23, 2024

BCC ENGINEERING, LLC CORPORATE SEAL 1994 FLORIDA

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 534 Segments 4 and 5 – SR 534 From Narcoossee Road to Sunbridge Parkway

PROJECT NO. 534-244

IN ORANGE AND OSCEOLA COUNTIES, FLORIDA

August 22, 2024

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

	Description	Page No. A-
1.0	GENERAL	4
1.1	Location	4
1.2	Description	4
1.3	Purpose	4
1.4	Organization	5
1.5	Term of Agreement for Design Services	5
2.0	STANDARDS	6
3.0	DESIGN CRITERIA	7
3.1	General	7
3.2	Right-of-Way	7
4.0	WORK PERFORMED BY CONSULTANT	8
4.1	Design Features	8
4.2	Governmental Agencies	8
4.3	Preliminary Design Report - Review	9
4.4	Surveys and Mapping	9
4.5	Geotechnical Investigation	11
4.6	Pavement Design	12
4.7	Governmental Agency and Public Meetings	12
4.8	Environmental Permits	13
4.9	Utilities	13
4.10	Roadway Design	14
4.11	Structures Design	14
4.12	Drainage Design	14
4.13	Roadway Lighting	15
4.14	Traffic Engineering	15
4.15	Signing and Pavement Marking Plans	15
4.16	Signalization Plans	15
4.17	Right-of-Way Documents (N/A)	15
4.18	Cost Estimates	15

4.19 Special Provisions and Specifications (N/A) 16
4.20 Intelligent Transportation Systems (ITS) 16
4.21 Tolling Gantries 16
4.22 RFP Documents 16
4.23 Post-Design Services 17
5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE 19
5.1 Record Documents 19
5.2 Traffic Data 19
5.3 Other 19
6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE 20
6.1 Right-of-Way Acquisition 20
6.2 Utility Agreements 20
6.3 Public Involvement 20
6.4 Contracts and Specifications Services 20
6.5 Post-Design Services (N/A) 20
6.6 Environmental Permits 20
6.7 Conceptual Specialty Design 20
7.0 ADMINISTRATION 20
7.1 Central Florida Expressway Authority 21
7.2 CFX's Project Manager will: 21
7.3 Consultant 21
7.4 Project Control 22
7.5 Work Progress 22
7.6 Schedule 23
7.7 Project Related Correspondence 23
7.8 Quality Control 23
7.9 Consultant Personnel 23
7.10 Site Visit 24
7.11 Acceptability of the Work 24
7.12 Design Documentation 24
7.13 Reviews and Submittals 25
7.14 Plan Phase Submittals 27

1.0 GENERAL

1.1 Location

A. See EXHIBIT "E", Project Location Map.

1.2 Description

Services will include the development of preliminary (45%) construction drawings and the development of a Design Build (DB) Request for Proposal (RFP) package for the construction of SR 534 from west of Narcoossee Road to Sunbridge Parkway, identified as Segments 4 & 5. Specifically, the project will consist of 3.3 miles of a new four-lane limited access highway with bridge pairs at Narcoossee Road, the South Florida Water Management District (SFWMD) C-29A canal and Clapp Simms Duda Road. Additional crossings will also be needed within the Split Oak portion of the alignment in Osceola County and will require direct coordination with CFX and the Florida Fish and Wildlife Conservation Commission (FWC). The Narcoossee bridge and interchange will be part of the DB project, but these components will be designed and permitted under the 534-243A project to provide an early work area for the future DB team (AE-2). The overall project will also tie into CFX project 534-243 which includes an interim half-interchange to the west of Narcoossee Road. An interim half interchange at Sunbridge Parkway, and a full intersection with Sunbridge Parkway and Cyrils Drive, is included with this project. The ramp terminals at Sunbridge and the intersection at Cyrils Drive will be signalized. Toll gantries will be required on the Sunbridge ramps. The Right-of-Way (ROW) for the alignment is fixed.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with the DB criteria package development for the proposed S.R. 534 from Narcoossee Road to Sunbridge Parkway.

B. The Consultant shall perform those engineering services as required for roadway/drainage plans, bridge plans, lighting plans, utility plans, ITS (fiber optic network) plans, toll plaza plans, signalization plans, 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 interim 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 services shall be within twelve (12) 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 CFX's Design Guidelines, CFX's Lighting Details, CFX's Signing & Pavement Marking Details, CFX's Tolling Standards, CFX's Signalization Standards, CFX's Aesthetic Details, and CFX's ITS Design Details, the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), and Standard Building Code shall be followed throughout the design and construction of the project unless specifically stated otherwise in the project scope or as directed by CFX Director of Engineering. The most recent editions of the applicable standards and policies shall be used except as follows or as otherwise directed by CFX Director of Engineering:

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

3.0 DESIGN CRITERIA

3.1 General

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

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

B. Design year – 2050

C. Design vehicle – WB-62FL

D. Along with the 15% 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 211.15.

E. Right of way limits for ramps are based upon limit of construction plus ten (10) feet.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

B. Major elements of the work include the following:

Services will include the development of preliminary (45%) construction drawings and the development of a Design Build (DB) Request for Proposal (RFP) package for the construction of SR 534 from west of Narcoossee Road to Sunbridge Parkway, identified as Segments 4 & 5. Specifically, the project will consist of 3.3 miles of a new four-lane limited access highway with bridge pairs at Narcoossee Road, the South Florida Water Management District (SFWMD) C-29A canal and Clapp Simms Duda Road. Additional crossings will also be needed within the Split Oak portion of the alignment in Osceola County and will require direct coordination with CFX and the Florida Fish and Wildlife Conservation Commission (FWC). The Narcoossee bridge and interchange will be part of the DB project, but these components will be designed and permitted under the 534-243A project to provide an early work area for the future DB team (AE-2). The overall project will also tie into CFX project 534-243 which includes an interim half-interchange to the west of Narcoossee Road. An interim half interchange at Sunbridge Parkway, and a full intersection with Sunbridge Parkway and Cyrils Drive, is included with this project. The ramp terminals at Sunbridge and the intersection at Cyrils Drive will be signalized . Toll gantries will be required on the Sunbridge ramps. The Right-of-Way (ROW) for the alignment is fixed.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, City of Orlando, Osceola County, FDEP, USACE, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

A. The Consultant shall review the Project Development & Environmental Study Re-evaluation for the Osceola Parkway Extension as posted on the CFX website with regard to proposed design criteria, maintenance of traffic and construction feasibility. The interchange at Sunbridge Parkway in particular should be evaluated for potential alternatives. Consideration must be given to the SR 534 Segment 6 to the south for any alternative alignments.

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 and the PD&E concept. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.4 Surveys and Mapping

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

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

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

B. Alignment

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

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

3. Station all alignments at 100-foot intervals.

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

C. Reference Points

1. 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.

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. Reset Control Points (N/A)

N. CFX ITS Infrastructure (N/A)

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX. The geotechnical investigation will be taken to final for bridge structures and roadway, but for miscellaneous structures (signals, signing, ITS and walls) supplemental investigation will be performed by the AE-2.

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, groundwater and estimated seasonal high groundwater level, soil parameters to assist with pond design, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, , location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type and corrosion testing for structures.

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

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

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

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

4.6 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements for any local roadways impacted by the project.

4.7 Governmental Agency and Public Meetings

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

B. The Consultant shall assist CFX in presentations to various parties. The

Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.8 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits. The Consultant shall provide all information, 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. Provide all drainage calculations, including pond routing nodal diagrams, for the project.

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

3. 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.

4. 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.

5. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

6. The Consultant will be expected to provide information for and to attend pre-applications meeting, if it is deemed critical by CFX.

7. Prepare drawings as needed for issuance of the SFWMD ROW Occupancy permit for the C-29A crossing. Also requires Section 408 approval from the ACOE and Coast Guard.

4.9 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential

conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on a roll plot at a 1" = 50' scale. The Consultant's notes shall include the name, email and telephone number of contact persons for the construction contractor's use. A utility conflict matrix shall be developed. If major conflicts are identified, the consultant shall notify CFX for additional effort.

4.10 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 534 mainline, interchange ramps, and impacted local roadways will be prepared as part of the Preliminary Design Report and submitted to CFX for review and approval.

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.

4.11 Structures Design

A. 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.

4.12 Drainage Design

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

1. Review the Pond Siting Report from the PD&E documents. Finalize all stormwater pond design at the 45% submittal to stay within the ROW, or identify the need for ROW if applicable.

2. Coordinate impacts to other pond and treatment systems located within the vicinity of the proposed improvements, especially Pond A1 west of the C-29A canal.

3. Prepare details for all cross drains.

4. Provide a conceptual layout of the internal conveyance system showing pipes and structures.

5. Have its chief drainage engineer available at the scheduled (bi-

weekly/monthly) team meetings to review progress and discuss problems.

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

7. 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.

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

9. Identify in the Preliminary Design Report any existing drainage concerns along the corridor and potential fixes or modifications.

4.13 Roadway Lighting

A. The Consultant shall provide a conceptual layout of lighting meeting CFX guidelines on the master roll plot. The lighting layout shall be provided for the interchanges. The mainline between interchanges will not have lighting.

4.14 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans (N/A)

4.15 Signing and Pavement Marking Plans

A. The Consultant shall add to the master roll plot details from the Conceptual Signing Plan provided by the GEC.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

4.16 Signalization Plans

A. For the ramp terminals at Sunbridge Parkway, the Consultant show on the master roll plot the layout showing the locations of mast arms and pedestrian features. Any requirements for electric service shall be coordinated with the local electric utility.

4.17 Right-of-Way Documents (N/A)

4.18 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 45% submittal. 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 (N/A)

4.20 Intelligent Transportation Systems (ITS)

A. Intelligent Transportation System Plans

1. The Consultant shall add to the master roll plot details from the conceptual ITS Plan provided by the GSC.

4.21 Tolling Gantries

A. Consultant shall show toll gantries on the master roll plot according to CFX guideline.

4.22 RFP Documents

A. The Request for Proposal (RFP) documentation consists of three (3) components: The Request for Proposal, Design Build Criteria Package, and Supporting Documentation.

B. The Request for Proposal includes the "Instructions to Bidders" including, but not limited to, defined terms, bidding requirements, instructions for submission of Bids, and selection criteria.

C. The Design Build Criteria Package includes Design Criteria and Design-Build Responsibility including a description of the project and milestone dates, specific design criteria for all components including, but not limited to roadway, drainage, temporary traffic control, signing and pavement markings, signalization, lighting, ITS, structures, geotechnical, utilities and utility coordination. General items included with the Design Build Criteria Package include:

1. Design Criteria

2. Permitting, including specific provisions and/or restrictions

3. Project specific requirements that must be included in the Design Build team's proposal

4. Allowable deviations from horizontal and vertical geometry contained within the Concept Plans

5. Governing Regulations and Provisions for Work

6. Requirements for Schedule, Schedule of Values, and Plan Progression (Submittal of design plans and calculations)

7. Design Build Scope of Services and Required Forms

D. The Supporting Documentation includes the complete "folder structure" for the RFP Attachments and Reference Documents and include, but are not limited to, the following items:

1. CFX Specifications (General Specifications, Technical Specifications, and Special Provisions)

2. Issued Permits

3. CFX Design Guidelines and Standards

4. Additional Design Criteria Documents

5. Concept Plans

6. Utility Contact Information and Conflict Matrix

7. R/W Maps

8. Adjacent Project As-Builts or Record Drawings

9. Project CAD Files

10. Project Design and Analysis files produced by the applicable design software

E. A sample RFP template and project folder directory will be provided by CFX for the Consultant's use.

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. Review modification and cost-saving initiatives.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten (10) working days of a written request, the following items:

1. Available record drawings of existing conditions

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

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

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

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

6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT

2. Current and design year peak hour volumes

3. Turning movements at each intersection/interchange

4. K, D and T factors

5. Design speed

6. AVI Percentages

5.3 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

6.2 Utility Agreements

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

A. CFX will prepare the necessary bid documents for the DB RFP.

6.5 Post-Design Services (N/A)

6.6 Environmental Permits

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

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

6.7 Conceptual Specialty Design

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

B. CFX will provide proposed sound wall locations, if applicable.

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

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

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

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

7.2 CFX's Project Manager will:

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

B. Review the Consultant's billings.

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

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

E. Coordinate the distribution of public information.

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

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

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

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

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

7.3 Consultant

A. The Consultant is responsible for the accuracy and completeness of the RFP 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 ofthese meetings will be established by CFX. Two (2) working days prior

to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typed agenda for the meeting. The Consultant shall prepare typed meeting notes and submit them to CFX's Project Manager within five (5) working days after the meeting. The notes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

A. Within fourteen (14) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

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

7.8 Quality Control

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

B. The Consultant's quality control plan shall be submitted to CFX within ten (10) working days of receipt of written notice to proceed.

C. In lieu of a project specific Quality Control Plan, the Consultant can choose to adopt the Quality Control Plan Requirements outlined in FDM Section 124. If so, the declaration email and QA/QC Staffing Plan shall be submitted to CFX within ten (10) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

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

7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven (7) calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

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

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed, and signed by the Consultant 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 45% review, the design notes and computations corrected for any CFX comments shall be resubmitted.

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. (N/A)

11. (N/A)

12. Calculations of quantities.

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

14. (N/A)

15. (N/A)

7.13 Reviews and Submittals

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

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

1. Preliminary Design Report (Electronic file (pdf) to the CFX and CFX GEC project managers and one (1) hard copy of memorandum to CFX project manager)

2. 30% Roadway Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

3. Draft Master conceptual roll plot including signals, signing, ITS, lighting and tolling.

4. 30% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

5. 45% Roadway Plans including final Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

6. Draft DB RFP package with required attachments and references.

7. Final Master conceptual roll plot including signal, signing, ITS, lighting and tolling.

8. Final DB RFP package with required attachments and references.

C. Preparation and distribution of roadway plans and the DB RFP package 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 compressed schedule of the design, 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 all plan phase submittals.

G. The Consultant shall submit files pertaining to the design survey.

1. Plan sheets showing the primary control points provided by the CFX and as verified by the survey consultant and the horizontal / vertical control points established by the survey consultant during the control survey phase of the project. These points shall be spaced approximately every 1000’ along the corridor and at major side

streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with Section 310 of the "Florida Department of Transportation Design Manual". These sheets are to be included in the Roadway Plan Set.

2. Reports showing the results of horizontal and vertical control network adjustments will be submitted to the CFX Project Manager through the Prime Consultant for review prior to final processing any subsequent Survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on control provided by or approved by CFX GEC. Vertical secondary control point coordinates should originate within a closed differential level loop based on control provided by or approved by CFX GEC. All final coordinates for secondary control points must hold a Standard Deviation/Positional Uncertainty value proving that satisfactory locations were achieved.

3. Reports showing field check cross sections compared to point cloud and TIN.

4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and with other standards required, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project Manager through the Prime Consultant for review prior to submitting the signed and sealed final Surveyors Report.

7.14 Plan Phase Submittals

A. All plan phase submittals shall be made as per the *Central Florida Expressway Authority Design Guidelines*, latest edition.

CONSENT AGENDA ITEM
#5

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Contract Awards to ENNOV8 Design Group, LLC and Bentley Group, Inc. for Miscellaneous Design Consultant Services (EBI)
Contract Nos. SCON-10000446 and SCON-10000447

A Request for Letters of Interest for the above referenced project was advertised on May 18, 2026. The services solicited have been reserved for local professional firms that are currently registered in CFX's Emerging Business Initiative (EBI) program.

Six (6) responses were received by the June 16, 2026 deadline. The responding firms were Avant Engineering Group, LLC, Bentley Group, Inc., ENNOV8 Design Group, LLC, Lassiter Transportation Group, Inc., OM Engineering Services, Inc., and Pegasus Engineering, LLC.

The Evaluation Committee, after reviewing the Letters of Interest, met on June 30, 2026, and prepared its final ranking. The results are shown below:

Ranking	Firm
1	ENNOV8 Design Group, LLC
2	Bentley Group, Inc.
3	Pegasus Engineering, LLC
4	Avant Engineering Group, LLC
5	OM Engineering Services, Inc.
6	Lassiter Transportation Group, Inc.

The Director of Procurement approved the final ranking and authorized staff to enter into negotiations in ranked order.

The work to be performed includes miscellaneous design services on an as-needed basis for minor projects involving the design, construction, operation, and maintenance of the expressway system.

Board approval of contract awards to ENNOV8 Design Group, LLC and Bentley Group, Inc., in the amount of $3,000,000.00 each, is requested for three-year terms with two one-year renewal options.

These contracts are a component of projects included in the Five-Year Work Plan.

Reviewed by:

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

Outlook

Notification of Approval of Final Ranking and Authorization for Negotiations for Miscellaneous Design Consultant Services (EBI) Solicitation No. 260502

From Zulay Millan <Zulay.Millan@cfxway.com>
Date Tue 7/14/2026 1:49 PM
To Zulay Millan <Zulay.Millan@cfxway.com>
Cc Lisa Lumbard <Lisa.Lumbard@cfxway.com>; Michelle Maikisch <Michelle.Maikisch@cfxway.com>; Mimi Lamaute <Mimi.Lamaute@cfxway.com>; Robert Johnson <Robert.Johnson@cfxway.com>; Rolando Melo <Rolando.Melo@CFXway.com>

Good Afternoon Board Members,

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

A Request for Letters of Interest for Miscellaneous Design Consultant Services (EBI), Solicitation No. 260502, was advertised on May 18, 2026.

Six (6) responses were received by the June 16, 2026 deadline. Those firms were:

- Avant Engineering Group, LLC
- Bentley Group, Inc.
- ENNOV8 Design Group, LLC
- Lassiter Transportation Group, Inc.
- OM Engineering Services, Inc.
- Pegasus Engineering, LLC

On June 30, 2026, the Evaluation Committee, after reviewing the proposals prepared its final ranking. The results are shown below:

- **ENNOV8 Design Group, LLC** **Rank 1 (High-Ranking)**
- **Bentley Group, Inc.** **Rank 2 (High-Ranking)**
- Pegasus Engineering, LLC Rank 3 (Ranked Alternate)
- Avant Engineering Group, LLC Rank 4 (Ranked Alternate)
- OM Engineering Services, Inc. Rank 5 (Ranked Alternate)
- Lassiter Transportation Group, Inc. Rank 6 (Ranked Alternate)

As authorized by the procurement policy, I approved the final ranking and directed staff to begin negotiations with the top two ranked firms. Minutes for the meeting are attached hereto. Once negotiations are completed, the contracts will be submitted to the Board for approval.

Please reach out to me if you have any questions.
Thank you.

Zulay Millan, NIGP-CPP, CPPO, CPPB, FCCM
Director of Procurement

Central Florida Expressway Authority
a. 4974 ORL Tower Road, Orlando, FL 32807
e. Zulay.Millan@cfxway.com
o. (407) 690-5371

PLEASE NOTE: Florida has a very broad public records law (F.S. 119).
All emails to and from CFX are kept as a public record. Your email communications, including your email address may be disclosed to the public and media at any time.

MINUTES
Evaluation Committee Meeting

Miscellaneous Design Consultant Services (EBI)
Solicitation No. 260502

The Central Florida Expressway Authority held a duly noticed Evaluation Committee meeting for the subject solicitation on Tuesday, June 30, 2026, at 9:05 A.M. ET in the Pelican Conference Room at CFX Administration Bldg., Orlando, Florida.

Committee Members Present:
Aaron Johnson, Project Manager - Engineering
David Falk, Director of Engineering
Jamison Edwards, Manager of Engineering
Malaya Bryan, Director of Business Opportunities

Other Attendees:
Zulay Millan, Director of Procurement
Rolando Melo, Senior Manager of Procurement

Discussion and Motions:
Zulay Millan called the meeting to order and introduced Evaluation Committee members. Zulay Millan reported that two (2) additional proposals had been received; however, both were determined to be non-responsive and were not included in the evaluation process. JE Estate was deemed non-responsive for failure to submit a complete proposal, and Civil Works, Inc. was deemed non-responsive for failing to meet the solicitation's Emerging Business Initiative (EBI) registration requirement. Zulay Millan then opened the floor for committee discussion. Following the discussion, each Evaluation Committee member independently completed and submitted their scoring sheets for tabulation. Based on the evaluation results, the Evaluation Committee intends to recommend award to the two highest-ranked firms, thereafter considering ranked alternates. The ranking is as shown:

Firms	Evaluation	Ranking
ENNOV8 Design Group, LLC	4 Points	1 (High-Ranking)
Bentley Group, Inc.	11 Points	2 (High-Ranking)
Pegasus Engineering, LLC	12 Points	3 (Ranked Alternate)
Avant Engineering Group, LLC	14 Points	4 (Ranked Alternate)
OM Engineering Services, Inc.	20 Points	5 (Ranked Alternate)
Lassiter Transportation Group, Inc.	21 Points	6 (Ranked Alternate)

In accordance with the CFX Procurement Policy, approval to accept the ranking and authorize negotiations in ranked order was conveyed by the Director of Procurement. The meeting was adjourned at 9:20 A.M. ET. These minutes are the official minutes of the Evaluation Committee.

Submitted by: _____
Zulay Millan, Director of Procurement

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

Aaron M. Johnson Digitally signed by Aaron M. Johnson DN: E=US, E=aaron.johnson@cfxway.com, O=CFX, OU=CFX, CN=Aaron M. Johnson Date: 2026.06.30 10:06:04-04'00'

_____
Aaron Johnson, Project Manager - Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

NOTICE OF RECOMMENDATION OF AWARD

SOLICITATION NO. 260502

Miscellaneous Design Consultant Services (EBI)

Public Meeting Date: June 30, 2026

		Committee Member		Firm Aggregate	FINAL RANK
		SCORE	RANK	*(Determines Ordinal Rank)*	*(Ordinal)*
Avant Engineering Group, LLC	*Aaron Johnson, Project Manager - Engineering*	123	2	**14**	**4**
	David Falk, Director of Engineering	122	3		
	Jamison Edwards, Manager of Engineering	136	4		
	Malaya Bryan, Director of Business Opportunities	110	5		
Bentley Group, Inc.	*Aaron Johnson, Project Manager - Engineering*	119	3	**11**	**2**
	David Falk, Director of Engineering	117	5		
	Jamison Edwards, Manager of Engineering	140	1		
	Malaya Bryan, Director of Business Opportunities	116	2		
ENNOV8 Design Group, LLC	*Aaron Johnson, Project Manager - Engineering*	124	1	**4**	**1**
	David Falk, Director of Engineering	126	1		
	Jamison Edwards, Manager of Engineering	140	1		
	Malaya Bryan, Director of Business Opportunities	118	1		
Lassiter Transportation Group, Inc.	*Aaron Johnson, Project Manager - Engineering*	93	5	**21**	**6**
	David Falk, Director of Engineering	120	4		
	Jamison Edwards, Manager of Engineering	123	6		
	Malaya Bryan, Director of Business Opportunities	99	6		
OM Engineering Services, Inc.	*Aaron Johnson, Project Manager - Engineering*	91	6	**20**	**5**
	David Falk, Director of Engineering	115	6		
	Jamison Edwards, Manager of Engineering	134	5		
	Malaya Bryan, Director of Business Opportunities	112	3		
Pegasus Engineering, LLC	*Aaron Johnson, Project Manager - Engineering*	115	4	**12**	**3**
	David Falk, Director of Engineering	124	2		
	Jamison Edwards, Manager of Engineering	138	3		
	Malaya Bryan, Director of Business Opportunities	112	3		

Recommendation:	Award of two (2) contracts. Negotiations authorized with the two high ranking firms, ENNOV8 Design Group, LLC and Bentley group, Inc., and further consideration of alternates in order of ranking.

Zulay Millan, CFX Director of Procurement

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

ENNOV8 DESIGN GROUP, LLC

MISCELLANEOUS DESIGN CONSULTANT SERVICES (EBI)

CONTRACT NO. SCON-10000446

CONTRACT AMOUNT: $3,000,000.00

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

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

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES (EBI)

CONTRACT NO. SCON-10000446

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

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

Contents

1.0 DEFINITIONS. 1
2.0. SERVICES TO BE PROVIDED 1
3.0 TERM OF AGREEMENT AND RENEWALS 2
4.0 PROJECT SCHEDULE 3
5.0 PROFESSIONAL STAFF 3
6.0 COMPENSATION 5
7.0 DOCUMENT OWNERSHIP AND RECORDS 5
8.0 COMPLIANCE WITH LAWS 7
9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 7
10.0 TERMINATION 7
11.0 ADJUSTMENTS 8
12.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 9
13.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS 10
14.0 THIRD PARTY BENEFICIARY 10
15.0 INSURANCE 10
16.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT 12
18.0 DOCUMENTED ALIENS 13
19.0 FLORIDA VENDOR ELIGIBILITY REQUIREMENTS 14
20.0 INSPECTOR GENERAL 17
21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 18
22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 18
23.0 AVAILABILITY OF FUNDS 18
24.0 AUDIT AND EXAMINATION OF RECORDS 19
25.0 GOVERNING LAW AND VENUE 20
26.0 NOTICE 20
27.0 HEADINGS 21
28.0 CONTRACT LANGUAGE AND INTERPRETATION 21
29.0 ASSIGNMENT 21
30.0 SEVERABILITY 21
31.0 INTEGRATION 21
32.0 ATTACHMENTS 22

CONTRACT NO. SCON-10000446

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

ENNOV8 DESIGN GROUP, LLC

regarding

MISCELLANEOUS DESIGN CONSULTANT SERVICES

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 **ENNOV8 DESIGN 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 2250 Lucien Way, Suite 120, Maitland, FL 32751, 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 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. SCON-10000446.

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 first task assignment. Renewal of this Agreement for up to two (2) 1-year renewals periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

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.

This Agreement 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.

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:

Ardurra Group, Inc.	Classen Graphics Infrastructure Development, LLC
BASE Consultants, Inc.	Geotechnical and Environmental Consultants, Inc.
Bentley Group, Inc.	Colliers Engineering & Design, Inc.
RS&H, Inc.	Florida Bridge and Transportation, Inc.
TIERRA, Inc.	Kimley-Horn and Associates, Inc.
WGI, Inc.	Parsons Transportation Group, Inc.
Triune Infrastructure Group, LLC	The Balmoral Group, LLC
Transgraphics Consulting LLC	

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

If, during the term of this Contract and any renewals hereof, the Consultant desires or intends to provide payment to a subconsultant, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the Consultant to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00, the Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by the Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Consultant may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

CFX shall not be responsible to Consultant for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

6.0 COMPENSATION

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

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in 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 2250 Lucien Way, Suite 120, Maitland, FL 32751.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

not otherwise applicable to the matters as set forth herein.

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

13.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0 THIRD PARTY BENEFICIARY

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 shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

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

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

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

All insurance policies shall be issued by companies licensed to do business under the laws of the State of Florida. Each shall carry a Financial Strength Rating (FSR) of at least "A"- (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

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

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

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

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

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

16.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 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 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.

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) 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 287.135, 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), 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, 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.

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 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:
ENNOV8 Design Group, LLC
2250 Lucien Way, Suite 120
Maitland, FL 32751
Attn: Truong Trinh, PE

ENNOV8 Design Group, LLC
2250 Lucien Way, Suite 120
Maitland, FL 32751
Attn: Scott Seck, PE

27.0 HEADINGS

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

28.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0 ASSIGNMENT

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

30.0 SEVERABILITY

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

31.0 INTEGRATION

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

32.0 ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the 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 Board action on the 13th day of August 2026, and ENNOV8 Design Group, LLC, signing through its undersigned signatory, duly authorized to execute same.

ENNOV8 DESIGN GROUP, LLC	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
BY:_____ Authorized Signature	BY:_____ Director of Procurement
Print Name:_____	Print Name: Zulay Millan
Title:_____	Date: _____

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____.

_____
General Counsel for CFX

Print Name: Cristina T. Berrios

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. SCON-10000446 (EBI)

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

August 2026

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

	Description		Page No.
1.0	GENERAL		
	1.01	Location	A-4
	1.02	Description	A-5
	1.03	Purpose	A-5
	1.04	Organization	A-6
	1.05	Term of Agreement for Design Services	A-6
2.0	STANDARDS		A-7
3.0	DESIGN CRITERIA		
	3.01	General	A-7
	3.02	Geometry	A-7
	3.03	Bridge and Other Structures	A-8
4.0	WORK PERFORMED BY CONSULTANT		
	4.01	Design Features	A-8
	4.02	Governmental Agencies	A-8
	4.03	Surveys and Mapping	A-9
	4.04	Geotechnical Investigation	A-12
	4.05	Contamination Impact Analysis	A-13
	4.06	Pavement Design	A-13
	4.07	Governmental Agency and Public Meetings	A-13
	4.08	Environmental Permits	A-14
	4.09	Utilities	A-14
	4.10	Roadway Design	A-16
	4.11	Structures Design	A-16
	4.12	Drainage Design	A-16
	4.13	Roadway Lighting	A-17
	4.14	Traffic Engineering	A-17
	4.15	Signing and Pavement Marking Plans	A-18

TABLE OF CONTENTS (cont.)

	Description	Page No.
4.16	Signalization	A-18
4.17	Right-of-Way Surveys	A-18
4.18	Cost Estimates	A-18
4.19	Special Provisions and Specifications	A-19
4.20	Intelligent Transportation Systems (ITS)	A-19
4.21	Toll Plazas	A-22
4.22	Post-Design Services	A-22
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE	
5.01	Record Documents	A-24
5.02	Traffic Data	A-24
5.03	Other	A-24
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE	
6.01	Right-of-Way Acquisition	A-25
6.02	Utility Agreements	A-25
6.03	Public Involvement	A-25
6.04	Contracts and Specifications Services	A-25
6.05	Post-Design Services	A-25
6.06	Environmental Permits	A-25
6.07	Conceptual Specialty Design	A-26
7.0	ADMINISTRATION	
7.01	Central Florida Expressway Authority	A-26
7.02	CFX's Project Manager	A-26
7.03	Consultant	A-27
7.04	Project Control	A-27
7.05	Work Progress	A-28
7.06	Schedule	A-28
7.07	Project Related Correspondence	A-28
7.08	Quality Control	A-28
7.09	Consultant Personnel	A-29
7.10	Site Visit	A-29
7.11	Acceptability of Work	A-29

TABLE OF CONTENTS (cont.)

Description		Page No.
7.12	Design Documentation	A-30
7.13	Reviews and Submittals	A-31
7.14	Plan Phase Submittals	A-32

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, major bridge design (concrete and steel), 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, graphic support, mechanical, electrical and plumbing, and other tasks and associated activities as requested by CFX. All work on this contract will be requested and approved by means of individual Work Authorizations

1.03 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with 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 CFX's Design Guidelines, CFX's Lighting Details, CFX's Signing & Pavement Marking Details, CFX's Tolling Standards, CFX's Signalization Standards, CFX's Landscape Details, and CFX's ITS Design Details, the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), and Standard Building Code shall be followed throughout the design and construction of the project unless specifically stated otherwise in the project scope or as directed by CFX Director of Engineering. The most recent editions of the applicable standards and policies shall be used except as follows or as otherwise directed by CFX Director of Engineering:

1. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2018 edition, 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 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 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 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, graphic support, mechanical, electrical and plumbing, and other tasks and associated activities as requested by CFX. All work on this contract will be requested and approved by means of individual Work Authorizations.

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, Brevard County, Lake County, Seminole County, Osceola County, Greater Orlando Aviation Authority, Brightline, OUC Railroad and any other railroad in Florida, 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 crossroads and major adjacent alignments.

3. Station all alignments at 100foot 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.

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.

N. Terrestrial Mobile LiDAR

The Consultant shall perform Terrestrial Mobile (Light Detection and Ranging) LiDAR tasks in accordance with applicable status, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

O. CFX ITS INFRASTRUCTURE

1. CFX will locate the ITS infrastructure one time at the beginning of design during the survey phase if applicable. Once the ITS infrastructure lines are flagged, the Consultant shall survey the located ITS infrastructure locations in the field. The survey data collected will be included in the 30% plans submittal package.
2. The Consultant shall verify and communicate to CFX any identified conflicts with the existing ITS Infrastructure and the Consultant's ongoing design process including but not limited to Geotechnical investigations.
3. The CFX GSC or GEC will review the plan submittals to ensure that the ITS infrastructure is shown correctly as actually located in the field. The CFX GSC or GEC 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.
4. SUE will be done as required based on the Consultant's recommendations and provided to CFX for their information.
5. Access to CFX's GIS ITS infrastructure data will be made available to the Consultant through ArcGIS Online for reference purposes only. An appropriate ArcGIS Online (AGOL) license will be required for each user in order to access this data.
6. If the designer needs to perform locates on the CFX ITS system at any point in the design process they shall use the Line Management System (LMS). Under no circumstances shall the designer access the tone wire system by entering any manhole and skinning or disconnecting splices

within the manhole. A system map and directions for use of the LMS is available on request.

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. The Consultant shall provide all information 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. The Consultant will be expected to provide information for and to attend pre-applications meeting, if it is deemed critical by CFX.

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 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. 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.

9. 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. 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 *Central Florida Expressway Authority Design Guidelines*, latest edition.

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 beam type, span configuration and foundation pile type.

B. 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. Coordinate impacts to other pond and treatment systems located within the vicinity of the proposed improvements.

2. Finalize the pond design at the 30% submittal for all ponds that will be included with the project.

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.

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. These plans shall include roadway and ramp fixtures, overhead sign lighting, and underdeck lighting. The work shall include coordination with the local utility to provide electrical service.

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

C. The Consultant shall analyze the "light spill" and "light trespass" photometrics for all proposed median-mounted roadway lighting luminaires and provide recommended mitigation strategies as part of the Lighting Design Analysis Report (if applicable).

D. Plan sheet scale shall be at 1"=50 scale.

4.14 Traffic Engineering

A. Traffic Data for CFX roads will be furnished by CFX. Traffic Data for other roads may need to be coordinated directly with the Maintaining Agency.

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 and Pavement Marking Plans

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

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. Plan sheets will be developed at a scale of 1”=50’ (11”x17” format).

4.16 Signalization

A. The Consultant shall prepare design 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.

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 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 Intelligent Transportation Systems (ITS)

A. Intelligent Transportation System Plans

1. The site construction plans shall be developed at a scale of 1"= 50'. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the fiber optic network 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 utilize the latest CFX ITS Design Details provided by CFX. Any deviation from the standards/ details provided shall be pre-approved by CFX before implementation into the plan set. The Consultant is to replace existing devices with new if they are being damaged or impacted by the project work.

2. ITS plans shall include the following:
   a. Roadway geometry
   b. Rights-of-Way
   c. Existing utilities within the right-of-way including CFX's Fiber Optic Network (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 ITS 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. 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

j. Location of sound walls.

k. The Consultant shall provide maintenance access to all ITS infrastructure (conduits, pull boxes, manholes, devices, etc.) within the project.

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. This includes splice diagrams for re-termination of drop or end to end (butt) splices. Splicing Diagrams shall be submitted in a CFX approved format.

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

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

4. Fiber allocation shall be provided by CFX after the 90% submittal.

C. Maintenance of Fiber Operations

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

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

3. Standard CFX specification will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4. Temporary conduit, fiber, pull boxes, and devices shall be proposed within the Maintenance of Communications (MOC) plans to maintain the continuous operation of the existing ITS device and network.

5. The Consultant shall provide a Table of Existing ITS Devices which identifies all existing ITS infrastructure within the project limits and clarifies who is responsible for the maintenance responsibilities for each device throughout the project.

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.

F. Quantities and General Notes

1. Standard notes shall be included to provide direction to the contractor and provide pay item descriptions 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, ITS, 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. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their review. The Consultant shall complete their review and provide comments to the CFX PM within 2 weeks of receipt.

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 for CFX roads:

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.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

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

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

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

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

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

7.04 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 (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 an 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.

7.06 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.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

C. In lieu of a project specific Quality Control Plan, the Consultant can choose to adopt the Quality Control Plan Requirements outlined in FDM Section 124. If so, the declaration email and QA/QC Staffing Plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.09 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. The minimum standard of appearance, organization and content of the 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. 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), 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 (or as directed by the CFX PM):

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 entities other than CFX will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), 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 KMZ files and CADD files (including GEOPAK files), used in the preparation of the plans and right of way mapping, electronically with the final submittal.

7.14 Plan Phase Submittals

A. All plan phase submittals shall be made as per the *Central Florida Expressway Guidelines*.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

BENTLEY GROUP, INC.

MISCELLANEOUS DESIGN CONSULTANT SERVICES (EBI)

CONTRACT NO. SCON-10000447

CONTRACT AMOUNT: $3,000,000.00

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

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

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES (EBI)

CONTRACT NO. SCON-10000447

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

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

Contents

1.0 DEFINITIONS. 1
2.0. SERVICES TO BE PROVIDED 1
3.0 TERM OF AGREEMENT AND RENEWALS 2
4.0 PROJECT SCHEDULE 3
5.0 PROFESSIONAL STAFF 3
6.0 COMPENSATION 5
7.0 DOCUMENT OWNERSHIP AND RECORDS 5
8.0 COMPLIANCE WITH LAWS 7
9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 7
10.0 TERMINATION 7
11.0 ADJUSTMENTS 8
12.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 9
13.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS 10
14.0 THIRD PARTY BENEFICIARY 10
15.0 INSURANCE 10
16.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT 12
18.0 DOCUMENTED ALIENS 13
19.0 FLORIDA VENDOR ELIGIBILITY REQUIREMENTS 14
20.0 INSPECTOR GENERAL 17
21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 18
22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 18
23.0 AVAILABILITY OF FUNDS 18
24.0 AUDIT AND EXAMINATION OF RECORDS 19
25.0 GOVERNING LAW AND VENUE 20
26.0 NOTICE 20
27.0 HEADINGS 21
28.0 CONTRACT LANGUAGE AND INTERPRETATION 21
29.0 ASSIGNMENT 21
30.0 SEVERABILITY 21
31.0 INTEGRATION 21
32.0 ATTACHMENTS 22

CONTRACT NO. SCON-10000447

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

BENTLEY GROUP, INC.

regarding

MISCELLANEOUS DESIGN CONSULTANT SERVICES

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 **BENTLEY GROUP, INC.**, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 651 W. Warren Ave., Ste. 200, Longwood, FL 32750, 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 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. SCON-10000447.

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 first task assignment. Renewal of this Agreement for up to two (2) 1-year renewals periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

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.

This Agreement 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.

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:

AIM Engineering & Surveying, Inc.
AREHNA Engineering, Inc.
Avant Engineering Group, LLC
BASE Consultants, Inc.
Geodata Consultants, Inc.
Highway Studio, LLC
Triune Infrastructure Group, LLC
Geotechnical and Environmental Consultants, Inc.
Parsons Transportation Group, Inc.
Salas O'Brien Florida, Inc.
Keith and Associates, Inc.

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

If, during the term of this Contract and any renewals hereof, the Consultant desires or intends to provide payment to a subconsultant, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the Consultant to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00, the Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by the Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Consultant may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

CFX shall not be responsible to Consultant for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

6.0 COMPENSATION

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

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in 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 651 W. Warren Ave., Ste. 200, Longwood, FL 32750.

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

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

for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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

13.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0 THIRD PARTY BENEFICIARY

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 shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

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

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

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

All insurance policies shall be issued by companies licensed to do business under the laws of the State of Florida. Each shall carry a Financial Strength Rating (FSR) of at least "A"- (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this

Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

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

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

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

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

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

16.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 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 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.

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) 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 287.135, 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), 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, 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.

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 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:
Bentley Group, Inc.
651 W. Warren Ave., Ste. 200
Longwood, FL 32750
Attn: Brenton Daily, PE

Bentley Group, Inc.
651 W. Warren Ave., Ste. 200
Longwood, FL 32750
Attn: Brandon Bentley, PE

27.0 HEADINGS

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

28.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0 ASSIGNMENT

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

30.0 SEVERABILITY

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

31.0 INTEGRATION

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

32.0 ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the 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 Board action on the 13th day of August 2026, and Bentley Group, Inc., signing through its undersigned signatory, duly authorized to execute same.

BENTLEY GROUP, INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
BY:_____ Authorized Signature	BY:_____ Director of Procurement
Print Name:_____	Print Name: Zulay Millan
Title:_____	Date: _____

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____.

_____
General Counsel for CFX

Print Name: Cristina T. Berrios

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. SCON-10000447 (EBI)

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

August 2026

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

	Description		Page No.
1.0	GENERAL		
	1.01	Location	A-4
	1.02	Description	A-5
	1.03	Purpose	A-5
	1.04	Organization	A-6
	1.05	Term of Agreement for Design Services	A-6
2.0	STANDARDS		A-7
3.0	DESIGN CRITERIA		
	3.01	General	A-7
	3.02	Geometry	A-7
	3.03	Bridge and Other Structures	A-8
4.0	WORK PERFORMED BY CONSULTANT		
	4.01	Design Features	A-8
	4.02	Governmental Agencies	A-8
	4.03	Surveys and Mapping	A-9
	4.04	Geotechnical Investigation	A-12
	4.05	Contamination Impact Analysis	A-13
	4.06	Pavement Design	A-13
	4.07	Governmental Agency and Public Meetings	A-13
	4.08	Environmental Permits	A-14
	4.09	Utilities	A-14
	4.10	Roadway Design	A-16
	4.11	Structures Design	A-16
	4.12	Drainage Design	A-16
	4.13	Roadway Lighting	A-17
	4.14	Traffic Engineering	A-17
	4.15	Signing and Pavement Marking Plans	A-18

TABLE OF CONTENTS (cont.)

	Description	Page No.
4.16	Signalization	A-18
4.17	Right-of-Way Surveys	A-18
4.18	Cost Estimates	A-18
4.19	Special Provisions and Specifications	A-19
4.20	Intelligent Transportation Systems (ITS)	A-19
4.21	Toll Plazas	A-22
4.22	Post-Design Services	A-22
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE	
5.01	Record Documents	A-24
5.02	Traffic Data	A-24
5.03	Other	A-24
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE	
6.01	Right-of-Way Acquisition	A-25
6.02	Utility Agreements	A-25
6.03	Public Involvement	A-25
6.04	Contracts and Specifications Services	A-25
6.05	Post-Design Services	A-25
6.06	Environmental Permits	A-25
6.07	Conceptual Specialty Design	A-26
7.0	ADMINISTRATION	
7.01	Central Florida Expressway Authority	A-26
7.02	CFX's Project Manager	A-26
7.03	Consultant	A-27
7.04	Project Control	A-27
7.05	Work Progress	A-28
7.06	Schedule	A-28
7.07	Project Related Correspondence	A-28
7.08	Quality Control	A-28
7.09	Consultant Personnel	A-29
7.10	Site Visit	A-29
7.11	Acceptability of Work	A-29

TABLE OF CONTENTS (cont.)

Description		Page No.
7.12	Design Documentation	A-30
7.13	Reviews and Submittals	A-31
7.14	Plan Phase Submittals	A-32

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, major bridge design (concrete and steel), 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, graphic support, mechanical, electrical and plumbing, and other tasks and associated activities as requested by CFX. All work on this contract will be requested and approved by means of individual Work Authorizations

1.03 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with 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 CFX's Design Guidelines, CFX's Lighting Details, CFX's Signing & Pavement Marking Details, CFX's Tolling Standards, CFX's Signalization Standards, CFX's Landscape Details, and CFX's ITS Design Details, the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), and Standard Building Code shall be followed throughout the design and construction of the project unless specifically stated otherwise in the project scope or as directed by CFX Director of Engineering. The most recent editions of the applicable standards and policies shall be used except as follows or as otherwise directed by CFX Director of Engineering:

1. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2018 edition, 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 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 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 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, graphic support, mechanical, electrical and plumbing, and other tasks and associated activities as requested by CFX. All work on this contract will be requested and approved by means of individual Work Authorizations.

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, Brevard County, Lake County, Seminole County, Osceola County, Greater Orlando Aviation Authority, Brightline, OUC Railroad and any other railroad in Florida, 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 crossroads and major adjacent alignments.

3. Station all alignments at 100foot 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.

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.

N. Terrestrial Mobile LiDAR

The Consultant shall perform Terrestrial Mobile (Light Detection and Ranging) LiDAR tasks in accordance with applicable status, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

O. CFX ITS INFRASTRUCTURE

1. CFX will locate the ITS infrastructure one time at the beginning of design during the survey phase if applicable. Once the ITS infrastructure lines are flagged, the Consultant shall survey the located ITS infrastructure locations in the field. The survey data collected will be included in the 30% plans submittal package.
2. The Consultant shall verify and communicate to CFX any identified conflicts with the existing ITS Infrastructure and the Consultant's ongoing design process including but not limited to Geotechnical investigations.
3. The CFX GSC or GEC will review the plan submittals to ensure that the ITS infrastructure is shown correctly as actually located in the field. The CFX GSC or GEC 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.
4. SUE will be done as required based on the Consultant's recommendations and provided to CFX for their information.
5. Access to CFX's GIS ITS infrastructure data will be made available to the Consultant through ArcGIS Online for reference purposes only. An appropriate ArcGIS Online (AGOL) license will be required for each user in order to access this data.
6. If the designer needs to perform locates on the CFX ITS system at any point in the design process they shall use the Line Management System (LMS). Under no circumstances shall the designer access the tone wire system by entering any manhole and skinning or disconnecting splices

within the manhole. A system map and directions for use of the LMS is available on request.

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. The Consultant shall provide all information 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. The Consultant will be expected to provide information for and to attend pre-applications meeting, if it is deemed critical by CFX.

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 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. 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.

9. 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. 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 *Central Florida Expressway Authority Design Guidelines*, latest edition.

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 beam type, span configuration and foundation pile type.

B. 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. Coordinate impacts to other pond and treatment systems located within the vicinity of the proposed improvements.

2. Finalize the pond design at the 30% submittal for all ponds that will be included with the project.

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.

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. These plans shall include roadway and ramp fixtures, overhead sign lighting, and underdeck lighting. The work shall include coordination with the local utility to provide electrical service.

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

C. The Consultant shall analyze the "light spill" and "light trespass" photometrics for all proposed median-mounted roadway lighting luminaires and provide recommended mitigation strategies as part of the Lighting Design Analysis Report (if applicable).

D. Plan sheet scale shall be at 1"=50 scale.

4.14 Traffic Engineering

A. Traffic Data for CFX roads will be furnished by CFX. Traffic Data for other roads may need to be coordinated directly with the Maintaining Agency.

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 and Pavement Marking Plans

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

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. Plan sheets will be developed at a scale of 1”=50’ (11”x17” format).

4.16 Signalization

A. The Consultant shall prepare design 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.

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 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 Intelligent Transportation Systems (ITS)

A. Intelligent Transportation System Plans

1. The site construction plans shall be developed at a scale of 1"= 50'. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the fiber optic network 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 utilize the latest CFX ITS Design Details provided by CFX. Any deviation from the standards/ details provided shall be pre-approved by CFX before implementation into the plan set. The Consultant is to replace existing devices with new if they are being damaged or impacted by the project work.

2. ITS plans shall include the following:
   a. Roadway geometry
   b. Rights-of-Way
   c. Existing utilities within the right-of-way including CFX's Fiber Optic Network (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 ITS 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. 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

j. Location of sound walls.

k. The Consultant shall provide maintenance access to all ITS infrastructure (conduits, pull boxes, manholes, devices, etc.) within the project.

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. This includes splice diagrams for re-termination of drop or end to end (butt) splices. Splicing Diagrams shall be submitted in a CFX approved format.

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

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

4. Fiber allocation shall be provided by CFX after the 90% submittal.

C. Maintenance of Fiber Operations

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

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

3. Standard CFX specification will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4. Temporary conduit, fiber, pull boxes, and devices shall be proposed within the Maintenance of Communications (MOC) plans to maintain the continuous operation of the existing ITS device and network.

5. The Consultant shall provide a Table of Existing ITS Devices which identifies all existing ITS infrastructure within the project limits and clarifies who is responsible for the maintenance responsibilities for each device throughout the project.

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.

F. Quantities and General Notes

1. Standard notes shall be included to provide direction to the contractor and provide pay item descriptions 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, ITS, 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. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their review. The Consultant shall complete their review and provide comments to the CFX PM within 2 weeks of receipt.

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 for CFX roads:

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.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

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

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

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

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

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

7.04 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 (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 an 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.

7.06 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.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

C. In lieu of a project specific Quality Control Plan, the Consultant can choose to adopt the Quality Control Plan Requirements outlined in FDM Section 124. If so, the declaration email and QA/QC Staffing Plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.09 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. The minimum standard of appearance, organization and content of the 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. 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), 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 (or as directed by the CFX PM):

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 entities other than CFX will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), 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 KMZ files and CADD files (including GEOPAK files), used in the preparation of the plans and right of way mapping, electronically with the final submittal.

7.14 Plan Phase Submittals

A. All plan phase submittals shall be made as per the *Central Florida Expressway Guidelines*.

CONSENT AGENDA ITEM #6

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Supplemental Agreement No. 3 with Kisinger Campo & Associates Corp. for SR 534/SR 417 Ramp Realignment – Segment 1A
Project No. 534-240, Contract No. SCON-10000391

Board approval of Supplemental Agreement No. 3 with Kisinger Campo & Associates, Corp. in the amount of $166,262.47 is requested. The original contract was for a five-year term with two one-year renewal options.

The work to be performed includes additional design services.

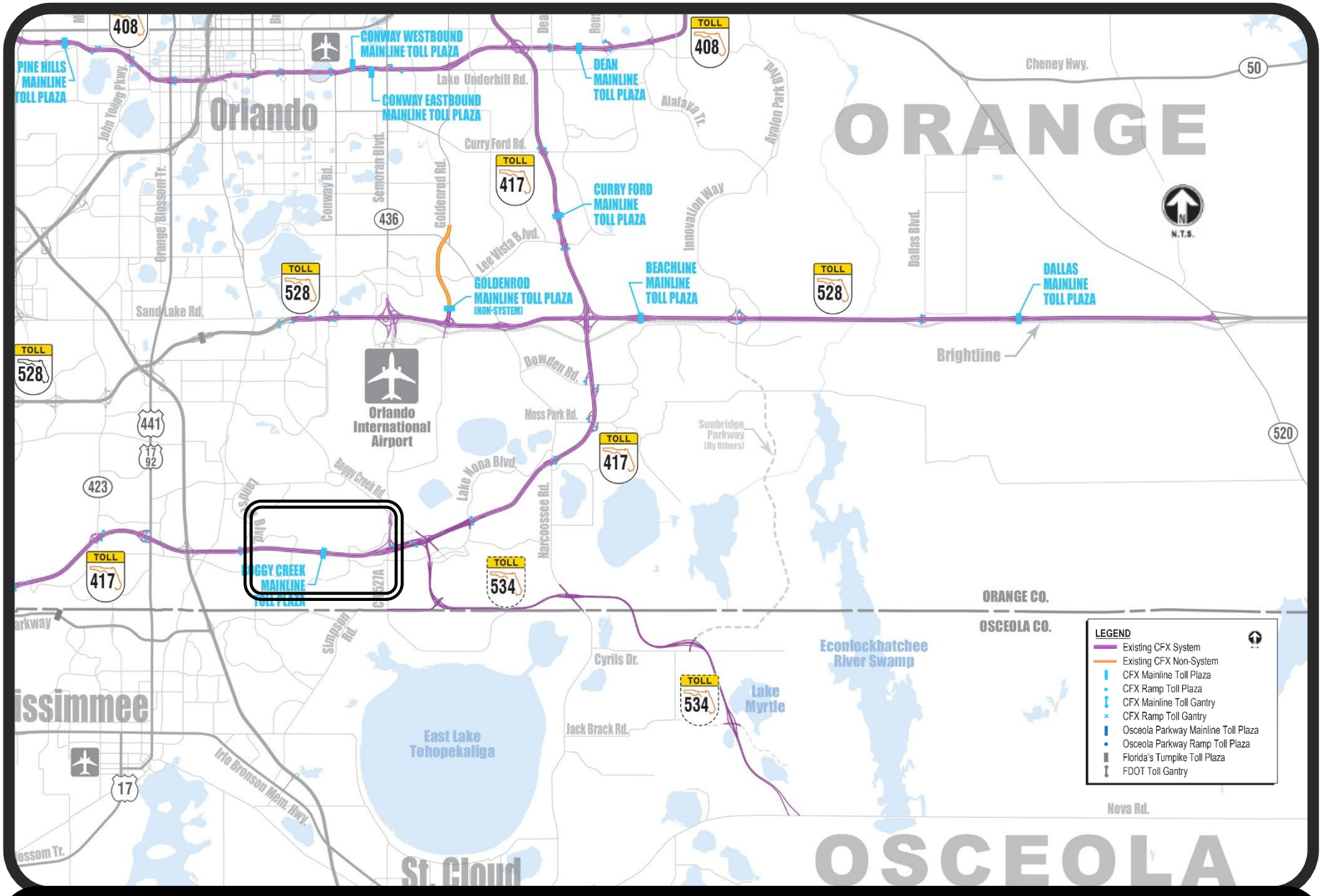
Original Contract	$5,300,000.00
Supplemental Agreement No. 1	$0.00
Supplemental Agreement No. 2	$0.00
Supplemental Agreement No. 3	$166,262.47
Total	$5,466,262.47

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

Reviewed by:

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure



Project Location Map for
SR 534 Segment 1A – SR 534/SR 417 Ramp Realignment (534-240)

SUPPLEMENTAL AGREEMENT NO. 3
to
CONTRACT NO. 002097
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
KISINGER CAMPO & ASSOCIATES, CORP.
regarding
SR 534/SR 417 RAMP REALIGNMENT – SEGMENT 1A
(Project No.: 534-240)

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **KISINGER CAMPO & ASSOCIATES, CORP.** (**"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. 002097** 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 June 16, 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 **$130,860.36** to **$2,970,244.42**.

b. The Direct Expenses - Lump Sum (Prime) remains unchanged at **$0.00**.

c. The Direct Expenses - Limiting Amount (Prime) remains unchanged at **$0.00**.

d. The Subcontract Items are adjusted upward by **$35,402.11** to **$2,458,874.05**.

1. CDM Smith, Inc. remains unchanged at **$740,933.44**.
2. TLP Engineering Consultants, Inc. remains unchanged at **$135,462.34**.
3. WGI, Inc. remains unchanged at **$207,774.83**.
4. DRMP, Inc. remains unchanged at **$277,140.01**.
5. Tierra, Inc. is adjusted upward by **$8,832.11** to **$487,456.84**.
6. ECHO UES, Inc. is adjusted upward by **$26,570.00** to **$584,486.59**.
7. Diversified Professional Services, Corp. remains unchanged at **$25,620.00**.

e. The Allowance remains unchanged at **$37,144.00**.

f. The Total Maximum Limiting Amount is adjusted upward by **$166,262.47** to **$5,466,262.47**.

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 August 13, 2026, and Consultant signing through its undersigned signatory, duly authorized to execute same.

KISINGER CAMPO & ASSOCIATES, CORP.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: Thomas J. Shaw, P.E.	Print Name: Zulay Millan
Title: Senior Vice President	Title: Director of Procurement
Date: June 26, 2026	Date: _____

ATTACHMENT "1"

Dewberry

MEMORANDUM

Date: June 17, 2026

To: Aaron M. Johnson, PE, CFX Engineering Project Manager

From: James E. Bradford, PE, GEC Project Manager JEB

Subject: Design Consultant Services - Contract 002097
CFX Project No. 534-240
SR 534/SR 417 Ramp Realignment – Segment 1A
Supplemental Agreement #3

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #3 (SA #3) submitted by Kisinger Campo & Associates (KCA) dated June 16, 2026 for the SR 534/SR 417 Ramp Realignment - Segment 1A. SA #3 is for additional design efforts related to drainage, geotechnical exploration, and structures for the revised additional sound wall locations identified in the Draft Design Noise Study Report.

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

$ 130,860.36	KCA as Prime
$ 8,832.11	Tierra as Subconsultant
$ 26,570.00	Echo as Subconsultant
$ 166,262.47	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $166,262.47

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

Attachment "1"

KISINGER CAMPO + ASSOCIATES

111 N. Magnolia Avenue
Suite 1050
Orlando, FL 32801

P 407.426.7307
kisingercampo.com

June 16, 2026

Aaron M. Johnson, PE
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: SR 534/SR 417 Ramp Realignment – Segment 1A
Supplemental Agreement No. 3 – Additional Noise and Retaining Wall Design
Orange County, Florida
CFX Project No. 534-240

Dear Mr. Johnson,

Enclosed please find the scope and fee proposal for Kisinger Campo & Associates' Supplemental Agreement No. 3. This proposal includes additional structural design, roadway and drainage design, geotechnical work, and topographic surveying that was not anticipated during the original scoping and negotiations. The scope and fee for this work are the result of design decisions that took place after our contract received Notice To Proceed. The scope and fee in this supplemental amendment represents work that is to be done by KCA and two of our subconsultants including Echo UES and Tierra.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Kisinger Campo & Associates Corp.

Roger W. Rossitto, PE
Project Manager

6/22/2026

534-240 | SR 534/SR 417 RAMP REALIGNMENT - SEGMENT 1A

SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT NO. 3

REQUESTED SCOPE CHANGES:

1) **NOISE AND RETAINING WALLS** Extend existing noise walls and add new noise walls in various locations of the project limits based on a Noise Analysis Study conducted by Environmental Transportation Planning Consultants. There are four areas where the need for additional wall has been identified.

Area 1 - Refer to the Area 1 exhibit and note that there are four walls on the north side of SR 417 west of Rhode Island Woods Cir. Noise Wall "NB1-P1" (solid purple) was constructed as part of CFX's 417-149 widening project. Proposed wall "SB1/2-S1 REP" (orange dash) was included in this project's original staff hour negotiations and scope of services. There are two proposed walls included in this supplemental amendment. Wall "SB1-P1 EXT" (dashed purple) extends "NB1-P1" more than 1,000 feet to the east. Wall "SB1-P2 New" is an offset section of wall about 400 feet long.

Area 2 - Refer to the Area 2-4 exhibit. On the north side, noise wall "SB1/2-S1 REP(NEW)" (dashed orange) is a proposed wall that was accounted for in this project's original staff hour negotiations and scope of services. There is one proposed wall included in this supplemental amendment. Wall "SB2-P1 NEW" (dashed purple) is offset from and overlaps the "SB1/2-S1 REP (NEW)" wall in front of the Chase Landing neighborhood. From there it runs eastward and parallel to SR 417, and then wraps around the west and north side of Pond C.

Area 3 - Refer to the Area 2-4 exhibit. On the south side, solid orange wall "NB1/2-S2" is an existing wall that was constructed as part of CFX's 417-149 project. This area includes one proposed wall, "NB1/2 -S1/2 EXT". This wall will either be attached to the existing "NB1/2-S2" wall or it will be offset from the existing wall. This is to be determined during the analysis effort. Note there is an existing 9' x 4' Double Box Culvert that prohibits this proposed wall from going any further eastward.

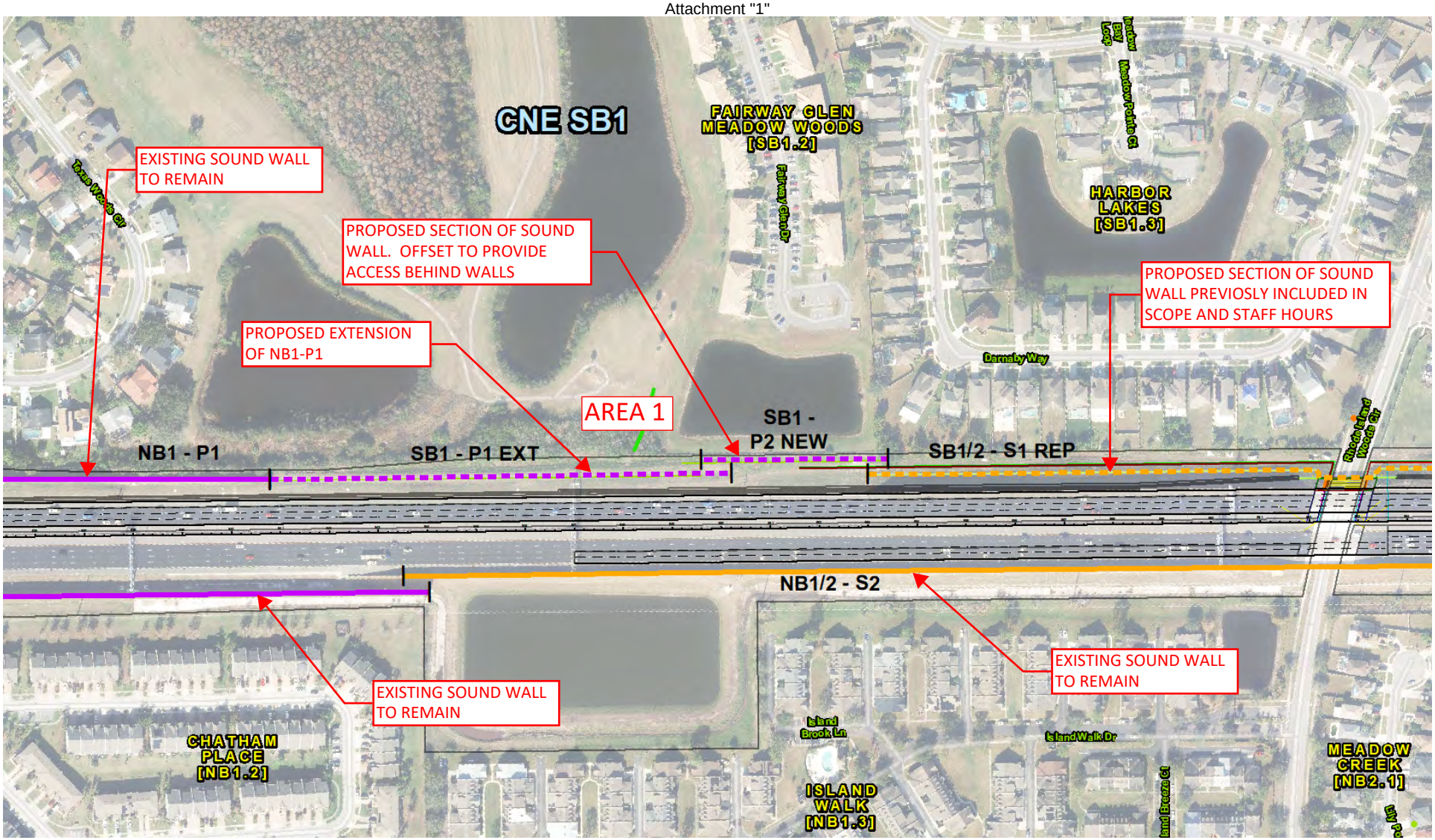
Area 4 - Refer to the Area 2-4 exhibit. On the south side, east of the Area 3 wall, the solid purple wall "NB3" is an existing noise wall that wraps around the existing toll plaza. The dashed purple wall "NB3-P1 EXT" is a proposed wall that will extend NB3 westward approximately 600 feet. Note there is an existing 9' x 4' Double Box Culvert that prohibits this proposed wall from going any further westward.

What this affects:
The five proposed noise walls will need to be incorporated into the current construction plans including the roadway sheets, cross sections, etc. Notes will need to be modified on typical sections, details, etc.

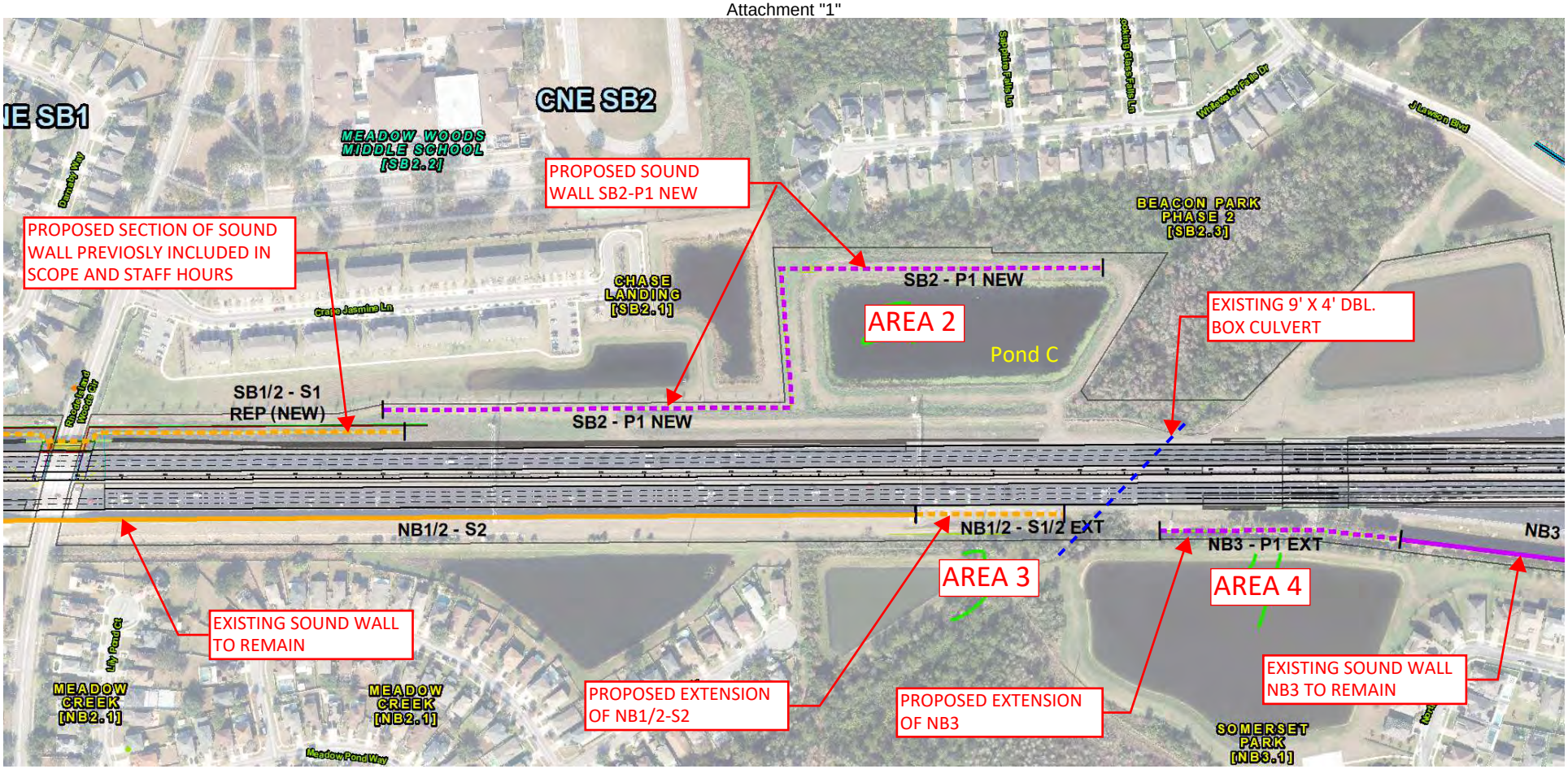
The placement of the walls will need to be coordinated with the drainage systems of our project to ensure drainage conveyance works properly. The correct placement of the walls is a balance between the optimal height and lessening the impacts to ponds and the roadside conveyance ditches.

The noise walls will require structural engineering design and plans, details and notes will be required in the plans. Additional Control Drawings will be required for both.

Additional geotechnical borings will be needed for the wall foundations and additional topographic surveying will be needed for the wall design and layout. Our geotechnical and survey subconsultants do not have enough remaining budget so they are included in this supplemental amendment.



AREA 1 EXHIBIT



AREA 2-4 EXHIBIT

SUPPLEMENTAL AGREEMENT NO. 2
to
CONTRACT NO. 002097
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
KISINGER CAMPO & ASSOCIATES, CORP.
regarding
SR 534/SR 417 RAMP REALIGNMENT – SEGMENT 1A
(Project No.: 534-240)

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **KISINGER CAMPO & ASSOCIATES, CORP.** (**"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. 002097** 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 June 8, 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 **$59,498.41** to **$2,839,384.06**.

b. The Direct Expenses - Lump Sum (Prime) remains unchanged at **$0.00**.

c. The Direct Expenses - Limiting Amount (Prime) remains unchanged at **$0.00**.

d. The Subcontract Items are adjusted upward by **$87,583.63** to **$2,423,471.94**.

1. CDM Smith, Inc. remains unchanged at **$740,933.44**.
2. TLP Engineering Consultants, Inc. is adjusted upward by **$21,338.07** to **$135,462.34**.
3. WGI, Inc. remains unchanged at **$207,774.83**.
4. DRMP, Inc. is adjusted upward by **$26,341.58** to **$277,140.01**.
5. Tierra, Inc. is adjusted upward by **$39,903.98** to **$478,624.73**.
6. ECHO UES, Inc. remains unchanged at **$557,916.59**.
7. Diversified Professional Services, Corp. remains unchanged at **$25,620.00**.

e. The Allowance is adjusted downward by **$147,082.04** to **$37,144.00**.

f. The Total Maximum Limiting Amount remains unchanged at **$5,300,000.00**.

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

KISINGER CAMPO & ASSOCIATES, CORP.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: Paul G. Foley, P.E.	Print Name: Zulay Millan
Title: CEO	Title: Director of Procurement
Date: June 22, 2026	Date: 6.24.26

ATTACHMENT "1"

Dewberry

MEMORANDUM

Date: June 9, 2026

To: Aaron M. Johnson, PE, CFX Engineering Project Manager

From: James E. Bradford, PE, GEC Project Manager JEB

Subject: Design Consultant Services - Contract 002097
CFX Project No. 534-240
SR 534/SR 417 Ramp Realignment – Segment 1A
Supplemental #2

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #2 (SA #2) submitted by Kisinger Campo & Associates (KCA) dated June 8, 2026 for the SR 534/SR 417 Ramp Realignment - Segment 1A. SA #2 is for additional design efforts related to drainage, geotechnical exploration, signalization, and ITS for the revised Ramp A bridge.

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

$ 59,498.41	KCA as Prime
$ 21,338.07	TLP as Subconsultant
$ 26,341.58	DRMP as Subconsultant
$ 39,903.98	Tierra as Subconsultant
$ 147,082.04	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $147,082.04

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

KISINGER CAMPO + ASSOCIATES

111 N. Magnolia Avenue
Suite 1050
Orlando, FL 32801

P 407.426.7307
kisingercampo.com

June 8, 2026

Aaron M. Johnson, PE
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: SR 534/SR 417 Ramp Realignment – Segment 1A
Supplemental Agreement No. 2 –Additional Drainage Analysis and Design, Ramp A Bridge Extension, ITS Design, and Pedestrian Signalization.
Orange County, Florida
CFX Project No. 534-240

Dear Mr. Johnson,

Enclosed please find the scope and fee proposal for Kisinger Campo & Associates' Supplemental Agreement No. 2. This proposal includes additional drainage design, ITS design, Geotechnical work, and Signalization design that was not anticipated during the original scoping and negotiations. The scope and fee for this work are the result of design decisions that took place after our contract received Notice To Proceed. The scope and fee in this supplemental amendment represents work that is to be done by KCA and several of our subconsultants including DRMP, TLP, and Tierra.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Kisinger Campo & Associates Corp.

Roger W. Rossitto, PE
Project Manager

534-240 | SR 534/SR 417 RAMP REALIGNMENT - SEGMENT 1A

SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT NO. 2

REQUESTED SCOPE CHANGES:

1) **DRAINAGE DESIGN CHANGES/REQUESTS** Various changes have been requested by CFX or are the result of other circumstances not previously contemplated by CFX or the Design Team.

A. **SOUND/RETAINING WALLS** As a result of the Rhode Island Woods Circle Bridge widening, a sound/retaining wall combination is proposed along the southbound travel lane east and west of Rhode Island Bridge within the limits of the 534-240 project.

What this affects:
The proposed sound and retaining walls combination required redesign of approximately 1,650-lf of offsite and approximately 1,000-lf of onsite ditches. Along with the ditch redesign, an additional eight (8) new structures were required within Basin C to accommodate spread and the reduced ditch capacity.

B. **REQUIRED 36-FT CLEARZONE & 1:4 FS** After coordination with CFX and Dewberry, a decision was made to utilize the travel lane clear zone (36-ft) in lieu of the auxiliary lane clear zone (24-ft) with a 1:4 FS combination between Stations 824+50 to 849+00.

What this affects:

The required mainline 36-ft clear zone along the proposed widening of the southbound travel lanes impacted the existing ditch capacity. The requirement shallowed up the existing ditch and required an additional 13 drainage structures and a Jack & Bore pipe under SR 417 at roughly station 848+00 to convey the onsite runoff to Pond B for treatment and attenuation. This along with the Ramp P realignment required LT and RT ditch of Ramp P to be extended further west (between station 805+00 to 810+00).

C. **CROSS DRAIN ANALYSIS** Storage areas A1 and A2 readjustment.

What this affects:

The new storage area within depressional A1 and A2 located north and south of Ramp P changed the proposed designed high-water elevation. As a result of the new DHW, the existing cross drains under the Mainline and Ramp P would need to be reevaluated to ensure that it meets CFX Design Guidelines Section 252.7 – Cross Drain Analysis.

D. **BASE CLEARANCE** Base Clearance analysis of Ramp P and SB Auxiliary Lane Widening was not in original staff hours. Amend original contract to include Ramp P and Southbound Mainline widening.

What this affects:

Ramp P realignment as well as new design high water within depressional A1 and A2 required base clearance analysis for Ramp P. Widening along Mainline affects the LEOP elevation; therefore, requiring base clearance analysis.

E. **HYDROPLAINING ANALYSIS** Amend original contract to include hydroplaning analysis at Rhode Island Woods Circle Bridge before and after and Ramp P/ Mainline area.

What this affects:

Amend existing contract to include hydroplaning analysis before and after Rhode Island Bridge and Ramp P/ Mainline area for potential risks.

F. **TOLL PLAZA AREA** Removal of existing Open Road Toll Plaza.

What this affects:

Amend original contract to include 16 new drainage structures within the existing Toll Plaza to be removed to maintain the existing basin divides.

G. **REPAIR OF EXISTING STRUCTURE** Field review identified a broken drainage structure.

What this affects:

Amend original contract to include one (1) drainage structure to be replaced.

2) **RAMP A BRIDGE EXTENSION** The existing Floodplain Compensation Area between existing Ramps G and A is being impacted by the realignment of Ramp A. To mitigate this impact and restore needed volume the decision was made to extend the Ramp A Bridge over Boggy Creek three additional spans to the west and then scrape down below the proposed bridge to provide the needed volume.

A. **DRAINAGE** Perform additional geotechnical investigation to support the design of the bridge extension of the Ramp A bridge over Boggy Creek.

What this affects:

1. Design of a new Pond F1, including updating the Drainage Design Report to include Pond F1 exhibits, TMDL calcs, and CN calcs.
2. BHR and HEC-RAS modeling updates to reflect the proposed bridge changes.

3. TMDL preliminary analysis (pre-post net improvement vs. new rules) for DEP review and coordination with Dewberry staff
4. O&M package for permit submittal

B. **GEOTECHNICAL ENGINEERING** Perform additional geotechnical investigation to support the design of the bridge extension of the Ramp A bridge over Boggy Creek.

What this affects:

Additional geotechnical services to be performed are as follows:

1. Perform a total of three (3) Standard Penetration Test (SPT) borings to a depth of approximately 150 feet below grade in the area of the proposed bridge extension.

2. Conduct laboratory tests on selected soil samples to further characterize the subsurface conditions and evaluate the corrosive nature of the soil.

3. Evaluate bridge foundation design criteria and perform additional engineering analyses to develop design recommendations for the bridge foundation system associated with the proposed bridge extension.

3) **INTELLIGENT TRANSPORTATION SYSTEMS (ITS)** The full extent of the required ITS design work was not known at the time of the original scope and staff hour estimate negotiations.

ITS PLANS Perform all analysis and design required to provide fully functional ITS system.

What this affects:

1. Includes the addition of 2-miles of northbound SR 417 FON replacement due to impacts by proposed project improvements including replacement of the mainline toll plaza.
2. Includes the addition of permanent and temporary (MOC) plan coverage required to match the roadway plan set.
    a. Matches Roadway component splitting of the Mainline within the interchange at the project beginning and at the Mainline Toll Plaza to provide complete plan coverage at current scale and consistency between plan sets.
    b. Enables complete coverage of all facilities and allows for clear plan labeling.

4) **SIGNALIZATION ANALYSIS AND PLANS** Amend original contract to include signalization analysis and plans at the Boggy Creek Road southbound on/off ramp intersection. The pedestrian curb ramps crossing the SB on ramp are being relocated which requires the replacement of two pedestrian signal poles.

What this affects:

The signalization plan and quantities will be included within the Signing and Pavement Marking Plan set. The Key Sheet, Signature Sheet, Tabulation of Quantities, and General Notes will be updated to accommodate the new sheet and design.

SUPPLEMENTAL AGREEMENT NO. 1
to
CONTRACT NO. 002097
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
KISINGER CAMPO & ASSOCIATES, CORP.
regarding
SR 534/SR 417 RAMP REALIGNMENT – SEGMENT 1A
(Project No.: 534-240)

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **KISINGER CAMPO & ASSOCIATES, CORP.** (**"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. 002097** 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 December 19, 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 **$2,779,885.65**.

b. The Direct Expenses **-** Lump Sum (Prime) remains unchanged at **$0.00**.

c. The Direct Expenses **-** Limiting Amount (Prime) remains unchanged at **$0.00**.

d. The Subcontract Items are adjusted upward by **$228,539.19** to **$2,335,888.31**.

e. The Allowance is adjusted downward by **$228,539.19** to **$184,226.04**.

f. The Total Maximum Limiting Amount remains unchanged at **$5,300,000.00**.

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

KISINGER CAMPO & ASSOCIATES, CORP.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: Paul G. Foley	By: Aneth Williams
Print Name: Paul G. Foley, P.E.	Print Name: Aneth Williams
Title: CEO/President	Title: Director of Procurement
Date: January 26, 2026	Date: 1/30/2026

ATTACHMENT "1"

Dewberry

MEMORANDUM

Date: December 31, 2025

To: Aaron M. Johnson, PE, CFX Engineering Project Manager

From: James E. Bradford, PE, GEC Project Manager JEB

Subject: Design Consultant Services - Contract 002097
CFX Project No. 534-240
SR 534/SR 417 Ramp Realignment – Segment 1A
Supplemental Agreement #1

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #1 (SA #1) submitted by Kissinger Campo & Associates (KCA) dated December 19, 2025 for the SR 534/SR 417 Ramp Realignment - Segment 1A. SA #1 is for additional design and construction plans for the demolition of the existing Boggy Creek Main Plaza and replacement with an AET Gantry.

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

$ 0.00	KCA as Prime
$ 228,539.19	CDM Smith as Subconsultant
$ 228,539.19	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 $228,539.19.

Should you have questions or need additional information, please call me at 321.354.9605.

cc:

Keith Jackson, PE Dewberry
File

KCA | KISINGER CAMPO & ASSOCIATES

December 19, 2025

Aaron M. Johnson, PE
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: SR 534/SR 417 Ramp Realignment – Segment 1A
Supplemental Agreement No. 1 – Design of ITS Equipment Bldg. and Preparation of Technical Special Provisions for the Demolition of the Existing Administration Bldg.
Orange County, Florida
CFX Project No. 534-240

Dear Mr. Johnson,

Enclosed please find the scope and fee proposal for Kisinger Campo & Associates' Supplemental Agreement No. 1. This proposal includes the design of a small, air-conditioned building to house ITS equipment that will be displaced by the removal of the existing Boggy Creek Mainline Toll Plaza Administration Building on SR417. This supplemental agreement also includes the preparation of Technical Special Provisions for the removal of the Boggy Creek Mainline Toll Plaza Administration Building. The scope and fee for this work were not included in the original contract because the decision to remove the administration building had not been made prior to several toll coordination meetings that took place after our contract received Notice To Proceed. All scope and fee in this supplemental agreement is to be completed by CDM Smith, our tolling subconsultant.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Kisinger Campo & Associates Corp.

Roger W. Rossitto, PE
Project Manager

SR 534/SR 417 RAMP REALIGNMENT – SEGMENT 1A

SCOPE OF SERVICES - (534-240)

SUPPLEMENTAL AGREEMENT NO. 1

REQUESTED SCOPE OF CHANGES:

1. Design and prepare plans for an ITS Equipment Building to house electronic toll collection servers and ITS servers. The location of the ITS Equipment Building is to be determined during design. Plans and Technical Special Provisions (TSP) shall include the following design components to supplement CFX Standards & Specifications:
   a. **Architectural –** code review, life safety plan, floor plan, roof plan, ceiling plan, building elevations, wall sections, building sections, door and finish schedules, door details, signage details, and other details.
      a. General Notes, Abbreviations, Symbols, and Legend
      b. Building Floor Plan and Life Safety Data
      c. Building Ceiling Plan and Roof Plan
      d. Building Exterior Elevations
      e. Building Sections
      f. Building Wall Sections and Details
      g. Finish and Door Schedules
      h. SR 417 Sign Detail
      i. Details (Misc.)
   b. **Structural –** building foundation plan and sections, floor plans, roof plan and sections and other structural details.
      a. General Notes
      b. Building Foundation Plan and Sections
      c. Building Roof Plan and Sections
      d. Building Structural Details
   c. **Mechanical –** mechanical floor plan and details, site mechanical plan, and mechanical schedules.
      a. Legend, Abbreviations, Notes
      b. Building Mechanical Floor Plan and Details
      c. Enlarged Mechanical Site Plan
      d. Condensate Dry Wall Plan and Details
      e. Building Mechanical Schedules
   d. **Electrical –** enlarged building power site plan, building power distribution plan, lighting plan, systems and cable tray plan, interior elevation for building electrical, lighting protection plan, power riser diagram, miscellaneous electrical details including generator

monitoring cabinet detail, access control systems diagrams, SCADA system block diagrams and building electrical panel schedules.

a. Abbreviations, Notes, Symbols
b. Overall Electrical Site Plan
c. Enlarged Building Power Site Plan
d. Building Power Plan
e. Building Lighting Plan
f. Building System Plan
g. Building Lighting Protection Plan
h. Building Power Riser Diagram
i. Building Misc. Details
j. Building SCADA and Security System plans
k. Building Access Control System Diagram(s)
l. Building Electrical Panel Schedules
m. Enlarged Electrical Plan (Cabinet)
n. Lighting Protection Plan (Cabinet)
o. Toll Equipment Power Riser
p. Toll Site Panel Schedule and Load Summary
q. Emergency Generator Power Shutoff Details
r. ARC Flash and Shock Risk Labeling Details
s. Tolling Equipment Cabinet Details
t. Tolling Equipment Cabinet Conduit Layout
u. Site Electrical Trenching Details
v. Pull Box Details
w. Structure Grounding Details
x. Generator Monitoring Cabinet Detail (TBD)

e. **Site Civil Design –** site plan and grading plan.

a. General Notes, Legend
b. Overall and Enlarged Site Plans (Building and Cabinet)
c. Site Grading Plans (Building and Cabinet)
d. Tolling Pavement/Pullbox/Conduit Details
e. Tolling Cabinet Details
f. Toll Site Sections

WHAT THIS AFFECTS:

The existing administrative building situated east of the current toll plaza is no longer required for operational purposes, and CFX has requested its removal as part of this project. Presently, this building accommodates offices and ITS equipment. The newly proposed ITS Equipment Building will serve as the dedicated facility for housing ITS equipment associated with the

forthcoming toll gantries. CDM Smith will be responsible for the architectural and engineering design of the ITS Equipment Building. It should be noted, however, that the design of the ITS systems for the ITS equipment building will be done by others.

2. Prepare Technical Special Provisions for the demolition of the existing administrative building and proposed Toll Facilities.
3. Examples of each TSP will be provided by CFX as a go-by.

WHAT THIS AFFECTS:

The demolition of the existing administrative building was not included in the original project scope. CDM Smith will be responsible for preparing the technical specifications required for the demolition of the existing administrative facilities. However, detailed demolition plans will not be provided.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

KISINGER CAMPO & ASSOCIATES, CORP.

DESIGN CONSULTANT SERVICES FOR
SR 534/SR 417 RAMP REALIGNMENT – SEGMENT 1A

PROJECT NO. 534-240, CONTRACT NO. 002097

CONTRACT AMOUNT: $5,300,000.00

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

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

FOR

DESIGN CONSULTANT SERVICES FOR
SR 534/SR 417 RAMP REALIGNMENT – SEGMENT 1A

PROJECT NO. 534-240, CONTRACT NO. 002097

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Section	Title	
AG	Agreement	1 - 23
A	Exhibit “A”, Scope of Services	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Project Location Map	
F	Exhibit “F”, Schedule	
G	Exhibit “G”, Potential Conflict Disclosure Form	

Project No. 534-240
Contract No. 002097

Table of Contents

1.0. DEFINITIONS. 1
2.0. SERVICES TO BE PROVIDED 1
3.0. TERM OF AGREEMENT AND RENEWALS 2
4.0. PROJECT SCHEDULE 2
5.0. PROFESSIONAL STAFF 3
6.0. COMPENSATION 4
7.0. DOCUMENT OWNERSHIP AND RECORDS 5
8.0. COMPLIANCE WITH LAWS 7
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 7
10.0. TERMINATION 7
11.0. ADJUSTMENTS 8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 9
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS 10
14.0. THIRD PARTY BENEFICIARY 10
15.0. INSURANCE 10
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT 13
18.0. DOCUMENTED ALIENS 14
19.0. FLORIDA VENDOR ELIGIBILITY REQUIREMENTS 14
20.0. INSPECTOR GENERAL 17
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 18
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 18
23.0. AVAILABILITY OF FUNDS 18
24.0. AUDIT AND EXAMINATION OF RECORDS 19
25.0. GOVERNING LAW AND VENUE 20
26.0. NOTICE 20
27.0. HEADINGS 21
28.0. CONTRACT LANGUAGE AND INTERPRETATION 21
29.0. ASSIGNMENT 21
30.0. SEVERABILITY 21
31.0. INTEGRATION 21
32.0. ATTACHMENTS 22

Project No. 534-240
Contract No. 002097

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and 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.

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 the SR 417 southbound ramp extension from Boggy Creek Road to Landstar Blvd. identified as Project No. 534-240 and Contract No. 002097.

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

The approved subconsultants are:

CDM Smith, Inc. – Class I
Diversified Professional Services, Corp. / DPS Corp. – Class II
DRMP, Inc. – Class I
ECHO UES, Inc. – Class I and Class II
Tierra, Inc. – Class II
TLP Engineering Consultants, Inc. – Class I
WGI, 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 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 $5,300,000.00 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 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 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 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 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, 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 indemnify CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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

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

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

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

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

All insurance policies shall be issued by companies licensed to do business under the laws of the State of Florida. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

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

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and

white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

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

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

19.0. FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

19.1 E-Verification

A. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor/Consultant hereby represents, warrants, and certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor/Consultant.

B. Contractor/Consultant additionally hereby acknowledges the responsibilities and obligations of both Contractor/Consultant and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor/Consultant obtains and maintains affidavits from each of its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and (2) the right of CFX to unilaterally and immediately terminate this Contract for Contractor/Consultant's failure to comply with the applicable provisions of Section 448.095(5) 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), 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). 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: Guillermo Madriz, P.E., Vice-President

KISINGER CAMPO & ASSOCIATES, CORP.
111 N. Magnolia Ave., Suite 1050
Orlando, FL. 32801
Attn: Roger Rossitto, P.E., Project Manager

27.0. HEADINGS

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

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

31.0. INTEGRATION

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

32.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

Project No. 534-240
Contract No. 002097

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 13th day of February 2025, and KISINGER CAMPO & ASSOCIATES, CORP., signing through its undersigned signatory, duly authorized to execute same.

KISINGER CAMPO & ASSOCIATES, CORP.

BY: _____
Authorized Signature

Print Name: Paul G. Foley, P.E.

Title: CEO / President

ATTEST: _____ (Seal)
Secretary or Notary Ronald E. Gott

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams
Director of Procurement

Print Name: Aneth Williams

Date: 2/24/2025

KISINGER CAMPO & ASSOCIATES CORP CORPORATE SEAL 1976 FLORIDA

Approved as to form and execution, only.

_____
General Counsel for CFX

Print Name: Angela J. Wallace

Date: February 24, 2025

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 534/ SR 417 Ramp Realignment - Segment 1A

PROJECT NO. 534-240

IN ORANGE COUNTY, FLORIDA

December 19 , 2024

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

	Description	Page No. A-
1.0	GENERAL	4
1.1	Location	4
1.2	Description	4
1.3	Purpose	4
1.4	Organization	4
1.5	Term of Agreement for Design Services	5
2.0	STANDARDS	6
3.0	DESIGN CRITERIA	7
3.1	General	7
3.2	Right-of-Way	7
4.0	WORK PERFORMED BY CONSULTANT	8
4.1	Design Features	8
4.2	Preliminary Design Report - Review	8
4.3	Surveys and Mapping	9
4.4	Geotechnical Investigation	11
4.5	Pavement Design	12
4.6	Governmental Agency and Public Meetings	12
4.7	Environmental Permits	13
4.8	Utilities	14
4.9	Roadway Design	15
4.10	Structures Design	15
4.11	Drainage Design	15
4.12	Roadway Lighting	16
4.13	Traffic Engineering	16
4.14	Signing and Pavement Marking Plans	17
4.15	Signalization Plans (N/A)	17
4.16	Right-of-Way Documents (N/A)	17
4.17	Cost Estimates	17

4.18 Special Provisions and Specifications 17
4.19 Intelligent Transportation Systems (ITS) 18
4.20 Tolling Gantries 22
4.21 Post-Design Services 25
5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE 27
5.1 Record Documents 27
5.2 Traffic Data 27
5.3 Other 27
6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE 28
6.1 Right-of-Way Acquisition (N/A) 28
6.2 Utility Agreements 28
6.3 Public Involvement 28
6.4 Contracts and Specifications Services 28
6.5 Post-Design Services 28
6.6 Environmental Permits 28
6.7 Conceptual Specialty Design 29
7.0 ADMINISTRATION 30
7.1 Central Florida Expressway Authority 30
7.2 CFX's Project Manager will: 30
7.3 Consultant 30
7.4 Project Control 31
7.5 Work Progress 31
7.6 Schedule 32
7.7 Project Related Correspondence 32
7.8 Quality Control 32
7.9 Consultant Personnel 33
7.10 Site Visit 33
7.11 Acceptability of the Work 33
7.12 Design Documentation 33
7.13 Reviews and Submittals 34
7.14 Plan Phase Submittals 37

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 SR 417 southbound ramp extension from Boggy Creek Road to Landstar Blvd. This project includes the re-alignment and combination of entrance ramps from Boggy Creek Road and South Access Rd into a single ramp entering SR 417 southbound and the addition of a fourth lane from the entrance ramp to Landstar Blvd. This project also includes the demolition of the existing Boggy Creek Main Plaza and replacement with an All Electronic Tolling gantry, widening of the SR 417 SB bridge over Rhode Island Woods Circle, and the re-alignment of the SR 417 SB exit to Landstar Blvd.
Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, noise barriers, permitting, intelligent transportation systems (ITS), lighting, signing and pavement markings, tolling, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project controls, progress reporting and other associated tasks and activities.
Close coordination with Orange County 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 – Segment 1A – SR 417 SB Ramp Extension

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

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

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

1.4 Organization

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

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within eighteen (18) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

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

1. Project Milestones:

   The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

   The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

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

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2023 edition, and updates, thereafter, shall be used for this project.

2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.

3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.

4. The FDOT Basis of Estimates (BOE) Manual, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.

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

3.0 DESIGN CRITERIA

3.1 General

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

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

B. Design year – 2045

C. Design vehicle – WB-62FL

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

3.2 Right-of-Way

A. Ten (10) ft. minimum, fifteen (15) ft. preferred from back of walls or limit of construction.

B. Two (2) ft. from back of sidewalk on frontage roads.

C. Drainage and construction easements as required.

D. Limited access right-of-way limits per FDM 211.15.

E. Right of way limits for ramps is based upon limit of construction plus ten (10) feet.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

B. Major elements of the work include the following:

Final design and preparation of construction drawings / specifications for the proposed SR 534 – Segment 1A – SR 417 SB Ramp Extension. Specifically, the project will consist of SR 417 southbound ramp extension from Boggy Creek Road to Landstar Blvd. This project includes the re-alignment and combination of entrance ramps from Boggy Creek Road and South Access Rd into a single ramp entering SR 417 southbound and the addition of a fourth lane from the entrance ramp to Landstar Blvd. This project also includes the demolition of the existing Boggy Creek Main Plaza and replacement with an All Electronic Tolling gantry, widening of the SR 417 SB bridge over Rhode Island Woods Circle, and the re-alignment of the SR 417 SB exit to Landstar Blvd. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, noise barriers, permitting, intelligent transportation systems (ITS), lighting, signing and pavement markings, tolling, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project controls, progress reporting and other associated tasks and activities.
Close coordination with Orange County will be required.

C. Government Agencies

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, FDEP, and applicable Water Management District(s).

4.2 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.

4.3 Surveys and Mapping

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

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

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

B. Alignment

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

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

3. Station all alignments at 100-foot intervals.

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

C. Reference Points

1. 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. 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.

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 Infrastructure

CFX will locate the ITS Infrastructure one time at the beginning of design during the survey phase if applicable. Once the ITS Infrastructure lines are flagged, the Consultant shall survey the located ITS Infrastructure 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 ITS Infrastructure 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.

Access to CFX's GIS ITS Infrastructure data will be made available to the Consultant through ArcGIS Online for reference purposes only. An appropriate ArcGIS Online (AGOL) license will be required for each user in order to access this data.

4.4 Geotechnical Investigation

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

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

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, soil parameter to assist with pond design, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, 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.

4.5 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for any local roadways impacted by the project. Pavement designs for SR 417 and the ramps will be prepared by CFX.

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

4.6 Governmental Agency and Public Meetings

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

agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.7 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 sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a Supplemental Agreement.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.8 Utilities

A. Location

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

B. Utility Coordination

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

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

3. Where utility conflicts occur that require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven (7) days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

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

5. The Consultant shall prepare a utility conflict matrix to assist in

identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies. This will include providing the utility owner with the required CFX Right-of-Entry form to submit a permit application to CFX and inform the utility that a CFX permit will be required with the utility work schedule prior to letting.

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

4.9 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 417 mainline, interchange ramps, and impacted local roadways will be prepared as part of the Preliminary Design Report and submitted to CFX for review and approval.

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.

4.10 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, span configuration and foundation pile type.

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

4.11 Drainage Design

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

1. Coordinate impacts to 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-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. Provide Boggy Creek BHR and No Rise Certification. Existing Boggy Creek BHR and existing recent HEC RAS design models to be provided by CFX, and will be updated as part of this effort.

8. Design modifications to seven (7) existing ponds/control structures to provide treatment and attenuation for additional impervious area added by project. Assumption is that the existing facilities have adequate capacity, and no proposed ponds will be required.

9. Design of one (1) floodplain compensation area (FPC).

4.12 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria.

B. These plans shall include roadway and ramp fixtures, overhead sign lighting, and underdeck lighting as required. The work shall include coordination with the local utility to provide electrical service.

C. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

D. Plan sheet scale shall be at 1"=50' scale.

4.13 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of

1"=50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

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

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless otherwise determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.14 Signing and Pavement Marking Plans

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

B. CFX will provide conceptual signing plans for the project as deemed necessary.

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

4.15 Signalization Plans (N/A)

4.16 Right-of-Way Documents (N/A)

4.17 Cost Estimates

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

4.18 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.

4.19 Intelligent Transportation Systems (ITS)

A. Intelligent Transportation System Plans

1. The site construction plans shall be developed at a scale of 1"= 50'. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall utilize the latest CFX ITS Design Details provided by CFX. Any deviation from the standards/details provided shall be pre-approved by CFX before implementation into the plan set. In general, intent is to replace existing devices with new if they are being damaged or impacted by the widening.

2. Intelligent Transportation System plans shall include the following:

a. Roadway geometry
b. Rights-of-Way
c. Existing utilities within the right-of-way including CFX's ITS Infrastructure
d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
e. Manhole/Pull box locations and stub-out details (standard details provided)
f. Device layout
g. Device installation details
h. Conduit installation details (standard details provided)
i. Fiber optic cable route marker detail (standard details provided)
j. Fiber count per conduit
k. Communications interconnect
l. Connectivity with the FON backbone conduits
m. Controller cabinet, structure, and foundation details for proposed CFX device sites.
n. Power interconnect, 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. All CFX load centers shall be located within CFX R/W.

o. 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. Additionally, the Design Methodology Report shall include short circuit current analysis, selective utility coordination, and arc flash hazard assessment for each new or modified service.

p. Grounding

q. Tabulation of quantities

r. Special notes

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

t. All existing and proposed ITS infrastructure to be included and shown with roadway cross sections and drainage cross sections

u. Design power infrastructure that follows CFX ITS Standards. Design 2-2” power conduits to each proposed ITS device site. The designer shall be mindful of system redundancy. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstance shall a single power service support devices that are spliced to the same fiber pair on separate sides of the road. If during design, the Design team meets the maximum power requirements as stated within the contract documents then additional power service locations shall be obtained from the power service provider. The Design team shall add additional power service locations/load centers to minimize the distance of the electrical circuit. ITS load centers shall not be shared by any other component (Lighting, Tolling, etc.) unless approved by CFX. ITS Load Centers shall be located within CFX R/W.

v. Design 9-1” conduits within the entire length of the new outside shoulder, roadway and bridge only where impacts occur to the existing duct bank. This will be installed in southbound direction only of the proposed roadway widening and shall include 2-72 SM

fiber optic cable and 1-72SM Flex Lane fiber optic cable.

w. 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 impacted with proposed construction.

x. 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, roadway under the flyovers, etc.) of the new roadway.

y. Installation of data collection sensor (DCS) sites for all exit ramps (including interchange to interchange ramps) and DMS signs within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), to support the Travel Time System.

z. 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.

aa. Installation of traffic monitoring sites (TMS) sites for all ramps (on-ramps, off-ramps & split ramps) within the project limits. This includes the 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.

bb. 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.

cc. Install new Wrong Way Driving System for all exit ramps within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets. CFX ITS design standards shall be provided to the Designer for use within their plans. Install new WWDS at the following off-ramps:

- Ramp P, southbound off rampto Landstar Blvd.

3. A Design Methodology Report shall be submitted as part of the 90%, 100%, Pre-Bid and Bid Submittal for approval from CFX. The Design Methodology Report shall be submitted in a CFX approved format. This report shall be in accordance with the latest CFX ITS requirements and include, but not be limited to:

a. Voltage Drop Calculations (5% maximum voltage drop, maximum wire size of #2 AWG at 480V, 10 Amp Maintenance Load carried

to the end of the circuit, maximum transformer size of 15 kVA)

b. Short Circuit Analysis and Arc Flash Analysis at all new and modified ITS Load Center locations

c. CCTV Bucket Truck or Drone Sightings or 3D modeling CCTV coverage video from all proposed CCTV locations. Height of sightings will match the proposed height of the CCTV camera.

d. Typical Cabinet Load requirements

e. Utility Coordination Documentation with Power Service Providers

4. 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 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

k. The Designer shall provide maintenance access to all ITS infrastructure (conduits, pullboxes, manholes, devices, etc.) within the project. If a current device does not have maintenance access, the Designer shall design a method for maintenance personnel to access the site. All sites shall be reviewed by the Designer and a report shall be submitted to CFX for approval detailing how maintenance personnel will access each device site. Typical access requirements for both conduit and devices are for a 12-foot wide bucket truck or splicing van to drive to the site without having to cross a drainage ditch, pond, or berm. The Designer shall take into account sound wall locations which may block access to the ITS infrastructure. It is the Designers responsibility to provide access at all locations.

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, toll plazas, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices. Splicing Diagrams shall be submitted in a CFX approved format.

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

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

4. Fiber allocation shall be provided by CFX after the 90% submittal.

C. Maintenance of Fiber Operations

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

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

3. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4. Temporary conduit, fiber, pull boxes and devices shall be proposed within the MOC plans to maintain the continuous operation of the existing ITS device and network.

4.20 Tolling Gantries

A. The proposal includes the design of four All-Electronic tolling (AET) gantries total at the Boggy Creek Main Plaza; 2 permanent and 2 temporary gantries.
   1. One of the permanent gantries will be for the mainline westbound traffic. This gantry will be designed per CFX standards.
   2. One of the permanent gantries will be for the mainline eastbound traffic. This gantry will be designed per CFX standards.
   3. One each of the temporary gantries will be for temporary traffic use for the eastbound roadway and westbound roadway traffic. The gantries will have a custom adjustable design for to accommodate

varying lane width (e.g. 3-5 lanes) of traffic.

4. All tolling design disciplines will coordinate the development of the preliminary design report analyzing 3 toll gantry installation options with different maintenance of traffic strategies at the 30% milestone, design development will continue based on an alternative selected by CFX at 30% through the 60%,90% and 100% milestones. The three alternatives to be analyzed include:
    a. The KCA Preferred alternative locating the permanent AET gantry west of the existing toll plaza and using a bifurcated alignment for detours with temporary gantries installed on the outside of the permanent roadway alignment.
    b. Locating the permanent AET gantries west of the CFX concept location, with phased construction of the new toll loop pavement.
    c. Locating the permanent AET gantries west of the CFX concept location, with a non-tolled detour around the permanent AET Gantry construction site, with tolls continuing to be collected via the existing plaza via cash lanes. Cash lanes are presumed to be converted to barriered electronic collection lanes prior to this project.
5. All tolling design disciplines have alotted time for weekly coordination meetings, 1 meeting per design milestone with CFX, as well as two meetings a month for 15 months for design development with client and design team.

B. Gantry Structural design for tolling.
1. Structural design for tolling will include vibration rigidity analysis, structural design/modeling, element design/sizing (post analysis), site adaptations, foundation design, and quality control checks for 2 permanent and 2 temporary gantries.
    a. A composite calculation will be performed for the permanent gantries with adaptations as required for the site-specific needs.
    b. A shared foundation is anticipated for the median support of the permanent toll gantries.
    c. Toll zone concrete work will be designed using GFRP rebar.
    d. Toll zone barrier walls will be designed using GFRP rebar.
    e. Gantry structural design team will coordinate with CFX and tolling systems integrator for equipment mounting locations including rear required space.
    f. Up to three technical special provision are anticipated for 1. Temporary Adjustable gantries.2. GFRP rigid pavement. 3. Special painting requirement. These will be prepared by structural.
    g. Cross-discipline coordination with Geotech and roadway engineering will be conducted during the design process.

C. Building Structural
1. Structural analysis will be required for the partial demolition of eastbound/westbound existing toll plazas for maintenance of traffic.
2. Structural support will be planned and design for temporary support of existing plazas, and temporary roadway spanning over existing

plaza stairwells.

3. Structural design will be provided for tunnel demolition and/or filling elements of the project.
4. Structural design will be provided for equipment pads including to tolling equipment pads, generator pads, and power rack pads.

D. Electrical

1. Power and tolling communications will be designed for four total tolling gantries (2 permanent and 2 temporary gantries).
   a. Plans showing conduit routing, size and locations, throughout the toll zone (gantry mounted, and site installed) will be prepared.
2. Maintenance of power
   a. Phase drawings will be prepared for demolition as well as for maintenance of power to existing facilities required during construction of the new gantries.
   b. Power will be maintained to electrical services and systems required for uninterrupted tolling revenue capture and operations throughout the project.
3. Utility coordination for new power and communications.
   a. Tolling electrical will coordinate with the electric utility and ITS for new power and communications utilities.
4. Power and communications will be based on CFX standards for 2 permanent and 2 temporary gantries.
5. Meetings with Transcore will take place for coordination of tolling technology with the design including power requirement and alternative enclosures as required.

E. HVAC Mechanical

1. Demolition drawings will be provided for the phased demolition of toll booth HVAC units and auxiliary HVAC/Plumbing systems impacted by the work performed.
2. HVAC will review any heat calculations produced by tolling equipment supplier for tolling equipment cabinet air conditioning unit.

F. Civil Design for tolling

1. Toll siting will be provided by civil. Plans will be developed at 1”=50’ for extents of toll zones.
2. Phased drawings will be prepared for the grading and pavement through the toll zone for 2 permanent and 2 temporary installations.
3. Tolling civil will coordinate with roadway civil for maintenance of traffic operations.
4. Civil and roadway design team will coordinate with CFX and their tolling technology vendor/system’s integrator for placement of conduit stub-up locations, ground box locations and splice locations to support loop arrays.
5. Civil to site all pads including generator pad, tolling equipment pads, electrical equipment rack pads, fuel tank, and all site access features.

4.21 Post-Design Services

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

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

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

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five (5) working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two (2) weeks from receipt of information.

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

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

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

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

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

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

M. The Consultant shall review all As- Built drawings from the Contractor / CEI to for completeness and accuracy. Record Drawings will not be required.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten (10) working days of a written request, the following items:

1. Available record drawings of existing conditions

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

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

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

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

6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT

2. Current and design year peak hour volumes

3. Turning movements at each intersection/interchange

4. K, D and T factors

5. Design speed

6. AVI Percentages

5.3 Other

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

B. SR 417 and ramp pavement design.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition (N/A)

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

6.2 Utility Agreements

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

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

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

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

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

6.7 Conceptual Specialty Design

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

B. CFX will provide proposed sound wall locations, if applicable.

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

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

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

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

7.2 CFX's Project Manager will:

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

B. Review the Consultant's billings.

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

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

E. Coordinate the distribution of public information.

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

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

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

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

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

7.3 Consultant

A. The Consultant is responsible for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

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

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

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

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

7.4 Project Control

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

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

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

3. Forecast completion dates from current progress.

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

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

6. Forecast future conflicts in any area.

7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of

these meetings will be established by CFX. Two (2) working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typed agenda for the meeting. The Consultant shall prepare typed meeting notes and submit them to CFX's Project Manager within five (5) working days after the meeting. The notes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

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

7.7 Project Related Correspondence

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

7.8 Quality Control

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

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

C. In lieu of a project specific Quality Control Plan, the Consultant can choose to adopt the Quality Control Plan Requirements outlined in FDM Section 124. If so, the declaration email and QA/QC Staffing Plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

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

7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven (7) calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

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

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed, and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid

set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Right-of-way calculations.

6. Drainage computations.

7. Structural design calculations.

8. Geotechnical report.

9. Hydraulics Report for each bridged stream crossing.

10. Earthwork calculations not included in the summary of quantities sheet or cross sections.

11. Calculations showing cost comparisons of various alternatives considered.

12. Calculations of quantities.

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

14. Lighting and voltage drop calculations.

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

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue

through the project development process

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

1. Preliminary Design Report (Electronic file (pdf) to the CFX and CFX GEC project managers and one (1) hard copy of memorandum to CFX project manager)

2. 30% Roadway Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

3. 30% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

4. 60% Roadway Plans, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

5. 60% Bridge Plans required only on Category 2 bridges (Electronic file (pdf) to the CFX and CFX GEC project managers).

6. 90% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

7. 90% Roadway Plans and specifications (Electronic file (pdf) to the CFX and CFX GEC project managers)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

9. Pre-Bid Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and electronic files (pdf) of all plans and reports to the CFX and CFX GEC project managers)

C. Preparation and distribution of roadway plans and right-of-way maps to other than CFX or CFX GEC will not be made until approved by CFX.

D. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), except as amended by CFX.

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

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

F. The Consultant shall submit all CADD files, including GEOPAK files, used in the preparation of the plans and right-of-way mapping, with all plan phase submittals.

G. The Consultant shall submit files pertaining to the design survey.

1. Plan sheets showing the primary control points provided by the CFX and as verified by the survey consultant and the horizontal / vertical control points established by the survey consultant during the control survey phase of the project. These points shall be spaced approximately every 1000' along the corridor and at major side streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with Section 310 of the "Florida Department of Transportation Design Manual". These sheets are to be included in the Roadway Plan Set.

2. Reports showing the results of horizontal and vertical control network adjustments will be submitted to the CFX Project Manager through the Prime Consultant for review prior to final processing any subsequent Survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on control provided by or approved by CFX GEC. Vertical secondary control point coordinates should originate within a closed differential level loop based on control provided by or approved by CFX GEC. All final coordinates for secondary control points must hold a Standard Deviation/Positional Uncertainty value proving that satisfactory locations were achieved.

3. Reports showing field check cross sections compared to point cloud and TIN.

4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and with other standards required, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project Manager through the Prime Consultant for review prior

to submitting the signed and sealed final Surveyors Report.

7.14 Plan Phase Submittals

A. All plan phase submittals shall be made as per the *Central Florida Expressway Authority Design Guidelines*, latest edition.

CONSENT AGENDA ITEM
#7

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Authorization of Mitigation Credit Purchase with Lucky L Mitigation Bank d/b/a Blue Water, LLC for SR 534 from East of Jim Branch Road to Narcoossee Road
Project No. 534-243

Board authorization is requested for the Executive Director, or their designee, to enter into an agreement with Lucky L Mitigation Bank d/b/a Blue Water, LLC in the not-to-exceed amount of $414,000.00 for mitigation bank credits.

Environmental impacts from this project require state mitigation. The use of mitigation bank credits is the preferred method by the South Florida Water Management District (SFWMD) to offset these impacts.

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

Reviewed by:

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

CONSENT AGENDA ITEM
#8

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Contract Award to Protean Design Group, Inc. for Design Consultant Services for SR 534 from South of Cyrils Drive to South of Jack Brack Road - Segment 7
Project No. 534-267, Contract No. SCON-10000440

A Request for Letters of Interest for the above referenced project was advertised on February 23, 2026. Nine (9) responses were received by the March 5, 2026 deadline. The responding firms were AECOM Technical Services Inc., AtkinsRéalis USA Inc., BCC Engineering, LLC, Bentley Group, Inc., G-A-I Consultants, Inc., KCI Technologies, Inc., Kimley-Horn and Associates, Inc., Protean Design Group, Inc., and RS&H, Inc.

The Evaluation Committee, after reviewing the Letters of Interest, met on March 25, 2026, and shortlisted Bentley Group, Inc., Protean Design Group, Inc., and RS&H, Inc.

The Technical Committee, after reviewing the technical proposals, heard presentations, and prepared its final ranking on April 21, 2026. The results are shown below:

Ranking	Firm
1	Protean Design Group, Inc.
2	Bentley Group, Inc.
3	RS&H, 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 final design and preparation of construction drawings and specifications for approximately 1.7 miles of new four-lane limited access expressway.

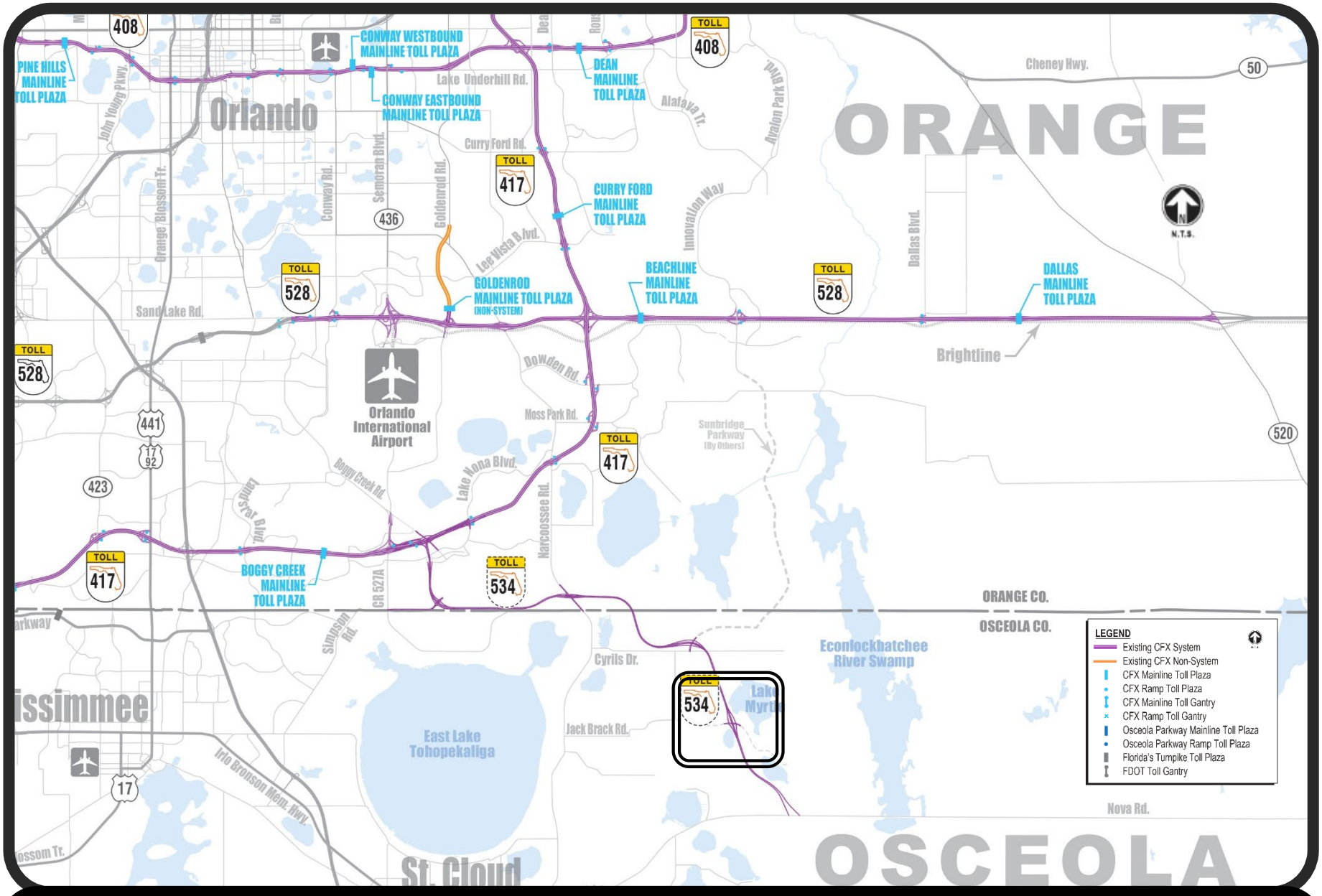
Board approval of the contract award to Protean Design Group, Inc. in the amount of $6,407,000.00 is requested, in accordance with the Agreement, through completion of all scheduled project services.

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

Reviewed by: _____ _____

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure



Project Location Map for
SR 534 Segment 7 – From South of Cyrils Drive to South of Jack Brack Road (534-267)

Outlook

Notification of Approval of Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 534 from South of Cyrils Drive to South of Jack Brack Road, Segment 7; Project No. 534-267, Solicitation No. 260201

From Zulay Millan <Zulay.Millan@cfxway.com>

Date Wed 4/22/2026 9:21 AM

To Zulay Millan <Zulay.Millan@cfxway.com>

Cc Lisa Lumbard <Lisa.Lumbard@cfxway.com>; Michelle Maikisch <Michelle.Maikisch@cfxway.com>; Mimi Lamaute <Mimi.Lamaute@cfxway.com>; Aneth Williams <Aneth.Williams@cfxway.com>

1 attachment (278 KB)

260201 Technical Committee Minutes - Final_signed AJ.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 Design Consultant Services for SR 534 from South of Cyrils Drive to South of Jack Brack Road, Segment 7 [Project No. 534-267] ; LOI No. 260201, was advertised on February 23, 2026.

Nine (9) responses were received by the March 5, 2026 deadline. Those firms were:

AECOM	Bentley Group, Inc.	Kimley-Horn
Atkins Réalis	GAI Consultants, Inc.	Protean Design Group
BCC Engineering, LLC	KCI Technologies, Inc.	RS&H, Inc.

On March 25, 2026, the Evaluation Committee shortlisted the following three (3) firms to submit technical proposals and presentations:

Bentley Group, Inc.	Protean Design Group	RS&H, Inc.

The Technical Committee, after reviewing the technical proposals prepared its final ranking on April 21, 2026. The results are shown below:

Protean Design Group	**Rank 1**	**High-Ranking Proposer**
Bentley Group, Inc.	Rank 2	Ranked Alternate
RS&H, Inc.	Rank 3	Ranked Alternate

As authorized by the procurement policy, I approved the final ranking and directed staff to begin negotiations with the top ranked 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.

Zulay Millan, NIGP-CPP, CPPO, CPPB, FCCM
Director of Procurement

Central Florida Expressway Authority
a. 4974 ORL Tower Road, Orlando, FL 32807
e. Zulay.Millan@cfxway.com
o. (407) 690-5371

PLEASE NOTE: Florida has a very broad public records law (F.S. 119).
All emails to and from CFX are kept as a public record. Your email communications, including your email address may be disclosed to the public and media at any time.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
Technical Committee Meeting

DESIGN CONSULTANT SERVICES FOR SR 534 FROM SOUTH OF CYRILS DR. TO SOUTH OF JACK BRACK RD., SEGMENT 7

Project No. 534-267, Solicitation No. 260201

The Central Florida Expressway Authority held a duly noticed Technical Committee meeting for the subject solicitation on Tuesday, April 21, 2026, at 1:00 P.M. ET in the Pelican Conference Room at CFX Headquarters, Orlando, Florida.

Committee Members Present:
David Falk, Director of Engineering
Aaron Johnson, Project Manager
Jamison Edwards, Manager of Engineering
Bryan Homayouni, Director of ITS
Christina Colon, Transportation & Transit Dir. - Osceola County

Other Attendees:
Zulay Millan, Director of Procurement

Presentations and Interviews:
Zulay Millan began each session with a brief overview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

- Bentley Group, Inc. 1:10 PM - 1:50 PM
- Protean Design Group 2:05 PM - 2:45 PM
- RS&H, Inc. 2:54 PM - 3:34 PM

Evaluation:
The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually completed their scoring sheets and submitted them for tabulation. The final scoresheet utilized the rankings assigned by each committee member based on the raw scores each proposer received. The final ranking is as shown:

- Protean Design Group Rank 1 (High-Ranking Proposer)
- Bentley Group, Inc. Rank 2 (Ranked Alternate)
- RS&H, Inc. Rank 3 (Ranked Alternate)

In accordance with the CFX Procurement Policy, approval to accept the ranking and authorize negotiations was conveyed by the Director of Procurement.

There being no further business to come before the Technical Committee, the meeting was adjourned at 3:55 P.M. ET These minutes are the official minutes of the Technical Committee.

Submitted by: _____

Zulay Millan, Director of Procurement

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

Aaron M. Johnson

Digitally signed by Aaron M. Johnson
DN: C=US, E=aaron.johnson@cfxway.com, O=CFX, OU=CFX, CN=Aaron M. Johnson
Date: 2026.04.22 08:31:11-04'00'

_____

Aaron Johnson, Project Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DESIGN CONSULTANT SERVICES FOR SR 534 FROM SOUTH OF CYRILS DR. TO SOUTH OF JACK BRACK RD., SEGMENT 7

Project No. 534-267, Solicitation No. 260201

April 21, 2026

Firm	Committee Score	Rank
Bentley Group, Inc.	11	2
Protean Design Group	8	1
RS&H, Inc.	11	3

* Note: Committee scores are inversely related to ranking; lower scores yield higher ranks.

** Tie Breaking Criteria was applied to Bentley Group, Inc. and RS&H utilizing raw scoring as follows:

Bentley Group, Inc 468 Points

RS&H, Inc. 465 Points.

Zulay Millan, Director of Procurement

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

PROTEAN DESIGN GROUP, INC.

**DESIGN CONSULTANT SERVICES FOR
SR 534 FROM SOUTH OF CYRILS DRIVE TO SOUTH OF JACK BRACK ROAD, SEGMENT 7**

PROJECT NO. 534-267, CONTRACT NO. SCON-10000440

CONTRACT AMOUNT: $6,407,000.00

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

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

FOR

DESIGN CONSULTANT SERVICES FOR
SR 534 FROM SOUTH OF CYRILS DRIVE TO SOUTH OF JACK BRACK ROAD, SEGMENT 7

PROJECT NO. 534-267, CONTRACT NO. SCON-10000440

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Section	Title	
AG	Agreement	23
A	Exhibit “A”, Scope of Services	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Project Map	
F	Exhibit “F”, Project Schedule	
G	Exhibit “G”, Potential Conflict Form	

Table of Contents

1.0. DEFINITIONS. 1
2.0. SERVICES TO BE PROVIDED 1
3.0. TERM OF AGREEMENT AND RENEWALS 2
4.0. PROJECT SCHEDULE 3
5.0. PROFESSIONAL STAFF 3
6.0. COMPENSATION 5
7.0. DOCUMENT OWNERSHIP AND RECORDS 5
8.0. COMPLIANCE WITH LAWS 7
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 7
10.0. TERMINATION 7
11.0. ADJUSTMENTS 8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 9
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS 10
14.0. THIRD PARTY BENEFICIARY 10
15.0. INSURANCE 10
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT 13
18.0. DOCUMENTED ALIENS 14
19.0. FLORIDA VENDOR ELIGIBILITY REQUIREMENTS 14
20.0. INSPECTOR GENERAL 18
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 18
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 18
23.0. AVAILABILITY OF FUNDS 19
24.0. AUDIT AND EXAMINATION OF RECORDS 19
25.0. GOVERNING LAW AND VENUE 20
26.0. NOTICE 20
27.0. HEADINGS 21
28.0. CONTRACT LANGUAGE AND INTERPRETATION 21
29.0. ASSIGNMENT 21
30.0. SEVERABILITY 21
31.0. INTEGRATION 22
32.0. ATTACHMENTS 22

CONTRACT NO. SCON-10000440

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

PROTEAN DESIGN GROUP, INC.

regarding

DESIGN CONSULTANT SERVICES FOR SR 534 FROM SOUTH OF CYRILS DRIVE TO SOUTH OF JACK BRACK ROAD, SEGMENT 7

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 **PROTEAN DESIGN GROUP, INC.**, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 100 East Pine Street, Suite 600, 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 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 from South of Cyrils Drive to South of Jack Brack Road, Segment 7, identified as Project No. 534-267 and Contract No. SCON-10000440.

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

The term of the contract is in accordance with **Exhibit "A"**. This Agreement 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.

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

4.0. PROJECT SCHEDULE

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

The approved subconsultants are:

Ardaman & Associates, Inc. Class II.
Geotechnical and Environmental Consultants, Inc. Class II.
Avant Engineering Group, LLC. Class I.
CivilSurv Design Group, Inc. Class I and Class II.
WGI, 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 this Contract and any renewals hereof, the Consultant desires or intends to provide payment to a subconsultant, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the Consultant to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00, the Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by the Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Consultant may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

CFX shall not be responsible to Consultant for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $6,407,000.00. 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 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 100 East Pine Street, Suite 600, 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 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 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 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, 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 indemnify CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

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

immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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

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

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

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of

CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

All insurance policies shall be issued by companies licensed to do business under the laws of the State of Florida. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

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

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided

herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

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

18.0. DOCUMENTED ALIENS

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

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

19.0. FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

19.1 E-Verification

A. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor/Consultant hereby represents, warrants, and certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor/Consultant.

B. Contractor/Consultant additionally hereby acknowledges the responsibilities and obligations of both Contractor/Consultant and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor/Consultant obtains and maintains affidavits from each of its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and (2) the right of CFX to unilaterally and immediately terminate this Contract for Contractor/Consultant's failure to comply with the applicable provisions of Section 448.095(5) 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 287.135, 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), 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). 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: Protean Design Group, Inc.
100 East Pine Street, Suite 600
Orlando, FL 32801
Attn: David Reed, PE

Protean Design Group, Inc.
100 East Pine Street, Suite 600
Orlando, FL 32801
Attn: Michelle Melo, PE

27.0. HEADINGS

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

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

31.0. INTEGRATION

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

32.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the 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 13th day of August, 2026, and Protean Design Group, Inc., signing through its undersigned signatory, duly authorized to execute same.

PROTEAN DESIGN GROUP, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name: Zulay Millan

Date: _____

ATTEST:_____(Seal)
Secretary or Notary

Approved as to form only, for exclusive reliance upon by the Central Florida Expressway Authority.

_____
General Counsel for CFX

Print Name: Cristina T. Berrios

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 534 Segment 7:
From South of Cyrils Drive to South of Jack Brack Road

PROJECT NO. 534-267

IN OSCEOLA COUNTY, FLORIDA

July 20, 2026

Exhibit A SCOPE OF SERVICES

TABLE OF CONTENTS

	Description	Page No. A-
1.0	GENERAL	5
1.1	Location	5
1.2	Description	5
1.3	Purpose	5
1.4	Organization	6
1.5	Term of Agreement for Design Services	6
2.0	STANDARDS	6
3.0	DESIGN CRITERIA	6
3.1	General	6
3.2	Right-of-Way	7
4.0	WORK PERFORMED BY CONSULTANT	7
4.1	Design Features	7
4.2	Governmental Agencies	8
4.3	Preliminary Design Report - Review	8
4.4	Surveys and Mapping	8
4.5	Geotechnical Investigation	11
4.6	Pavement Design	12
4.7	Governmental Agency and Public Meetings	12
4.8	Environmental Permits	12
4.9	Utilities	13
4.10	Roadway Design	14
4.11	Structures Design	14

4.12 Drainage Design 15
4.13 Roadway Lighting 15
4.14 Traffic Engineering 16
4.15 Signing and Pavement Marking Plans 16
4.16 Signalization Plans 16
4.17 Right-of-Way Documents 17
4.18 Cost Estimates 17
4.19 Special Provisions and Specifications 18
4.20 Intelligent Transportation Systems (ITS) 18
4.21 Tolling Gantries 23
4.22 Post-Design Services 23
5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE 24
5.1 Record Documents 24
5.2 Traffic Data 25
5.3 Other 25
6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE 25
6.1 Right-of-Way Acquisition 25
6.2 Utility Agreements 25
6.3 Public Involvement 25
6.4 Contracts and Specifications Services 26
6.5 Post-Design Services 26
6.6 Environmental Permits 26
6.7 Conceptual Specialty Design 26
7.0 ADMINISTRATION 26
7.1 Central Florida Expressway Authority 26
7.2 CFX's Project Manager will: 26

7.3 Consultant 27
7.4 Project Control 27
7.5 Work Progress 28
7.6 Schedule 28
7.7 Project Related Correspondence 28
7.8 Quality Control 28
7.9 Consultant Personnel 29
7.10 Site Visit 29
7.11 Acceptability of the Work 29
7.12 Design Documentation 29
7.13 Reviews and Submittals 31
7.14 Plan Phase Submittals 33

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. 534 Segment 7 from south of Cyrils Drive to south of Jack Brack Road. Specifically, the project will consist of constructing approximately 1.7 miles of a new four-lane limited access highway with bridges at Voyager Avenue, and Jack Brack Road. The Jack Brack Road interchange ramps will be constructed with the mainline. In addition, Jack Brack Road within the interchange limits will be included. The project will tie into CFX project 534-266 to the north, and 534-268 to the south. The project will also include signalized intersections at Jack Brack Road and interchange ramps.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the Tavistock Development Company, Osceola County, OUC, Toho Water Authority, South Florida Water Management District (SFWMD) and the adjacent projects will be required.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 534 from south of Cyrils Drive to south of Jack Brack Road.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

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

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

1.4 Organization

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

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within eighteen (18) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

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

C. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

D. 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 CFX's Design Guidelines, CFX's Lighting Details, CFX's Signing & Pavement Marking Details, CFX's Tolling Standards, CFX's Signalization Standards, CFX's Landscape Details, and CFX's ITS Design Details, the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), and Standard Building Code shall be followed throughout the design and construction of the project unless specifically stated otherwise in the project scope or as directed by CFX Director of Engineering. The most recent editions of the applicable standards and policies shall be used except as follows or as otherwise directed by CFX Director of Engineering:

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

3.0 DESIGN CRITERIA

3.1 General

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

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

B. Design year – 2050

C. Design vehicle – WB-62FL

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

3.2 Right-of-Way

A. Ten (10) ft. minimum, fifteen (15) ft. preferred from back of walls or limit of construction.

B. Two (2) ft. from back of sidewalk on frontage roads.

C. Drainage and construction easements as required.

D. Limited access right-of-way limits per FDM 211.15.

E. Right of way limits for ramps are based upon limit of construction plus ten (10) feet.

F. Side street right of way shall meet the local jurisdiction requirements.

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. 534 Segment 7 from south of Cyrils Drive to south of Jack Brack Road. Specifically, the project will consist of constructing approximately 1.7 miles of a new four-lane limited access highway with bridges at Voyager Avenue, and Jack Brack Road. The Jack Brack Road interchange ramps will be constructed with the mainline. In addition, Jack Brack Road within the

interchange limits will be included. The project will tie into CFX project 534-266 to the north, and 534-268 to the south. The project will also include signalized intersections at Jack Brack Road and interchange ramps.

Additional elements include surveying, drainage evaluation and design, permitting, miscellaneous structures, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, Right of Way Control Survey and Right of Way mapping, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the Tavistock Development Company, Osceola County, OUC, Toho Water Authority, SFWMD and the adjacent projects will be required.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Osceola County, OUC, Toho Water Authority, USACE, and SFWMD.

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. The 534-266 project will develop 15-30% concept line and grade across the Voyager Avenue bridge to north of Jack Brack Road. The Consultant will utilize these plans in the development of the project Preliminary Design Report.

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

4.4 Surveys and Mapping

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

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

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida

Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

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

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

3. Station all alignments at 100-foot intervals.

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

C. Reference Points

1. 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. 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. Alignment Control Points

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 INFRASTRUCTURE

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

2. The Consultant shall verify and communicate to CFX any identified conflicts with the existing ITS Infrastructure and the Consultant's ongoing design process including but not limited to Geotechnical investigations.

3. The CFX GSC or GEC will review the plan submittals to ensure that the ITS infrastructure is shown correctly as actually located in the field. The CFX GSC or GEC 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.

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

5. Access to CFX's GIS ITS infrastructure data will be made available to the Consultant through ArcGIS Online for reference purposes only. An appropriate ArcGIS Online (AGOL) license will be required for each user in order to access this data.

6. If the designer needs to perform locates on the CFX ITS system at any point in the design process they shall use the Line Management System (LMS). Under no circumstances shall the designer access the tone wire system by entering any manhole and skinning or disconnecting splices within the manhole. A system map and directions for use of the LMS is available on request.

4.5 Geotechnical Investigation

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

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

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, soil parameter to assist with pond design, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, 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 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate for any local roadways impacted by the project.

B. CFX shall provide the recommended pavement designs for the S.R. 534 mainline, ramps, mainline toll site, and ramp toll gantries.

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

4.7 Governmental Agency and Public Meetings

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

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.8 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits. The Consultant shall provide all information 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. Provide all drainage calculations, including pond routing nodal diagrams, for the project.

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

3. 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.

4. 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.

5. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

6. The Consultant will be expected to provide information for and to attend pre-applications meeting, if it is deemed critical by CFX.

4.9 Utilities

A. Location

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

B. Utility Coordination

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

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

3. Where utility conflicts occur that require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven (7) days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

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

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

6. The Consultant shall obtain utility work schedules from the utility companies. This will include providing the utility owner with the required CFX Right-of-Entry form to submit a permit application to CFX and inform the utility that a CFX permit will be required with the utility work schedule prior to letting.

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

4.10 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 534 mainline, interchange ramps, and impacted local roadways will be prepared as part of the Preliminary Design Report and submitted to CFX for review and approval.

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.

4.11 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 beam type, span configuration and foundation pile type.

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

C. The Consultant shall assist in obtaining structures numbers for the bridges over Voyage Avenue and Jack Brack Road.

4.12 Drainage Design

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

1. Coordinate impacts to other pond and treatment systems located within the vicinity of the proposed improvements.

2. Finalize the pond design at the 30% submittal for all ponds that will be included with the project.

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

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

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

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

7. Identify in the Preliminary Design Report any existing drainage concerns along the corridor and potential fixes or modifications.

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. These plans shall include roadway and ramp fixtures, overhead sign lighting, and underdeck lighting. The work shall include coordination with the local utility to provide electrical service.

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

C. The Consultant shall analyze the "light spill" and "light trespass" photometrics for all proposed median-mounted roadway lighting luminaires and provide recommended mitigation strategies as part of the Lighting Design Analysis Report.

D. Plan sheet scale shall be at 1"=50' scale.

4.14 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1”=50’ to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

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

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless otherwise determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.15 Signing and Pavement Marking Plans

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

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. Plan sheets will be developed at a scale of 1” = 50’ (11”x17” format).

4.16 Signalization Plans

A. For the ramp terminals at Jack Brack Road, 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).

4.17 Right-of-Way Documents

A. The Consultant shall coordinate with CFX project 534-266 to provide complete up-to-date right-of-way maps (1"=40') and legal descriptions and parcel sketches to CFX standards on acceptable reproduction media (ink on drafting film or equivalent). This project shall prepare control survey maps extending approximately 2,500’ north of Voyager Avenue prepare by CFX project 534-244/5 to the end of this project approximately Sun Grove Lane. CFX project 534-267 right-of-way maps will be prepared from the Voyager Avenue to Sun Grove Lane. These maps will show all parcels and matters of record reflected in the title searches furnished by CFX such as easements, title information, names of owners, bearings and distances of all courses and any other data required to legally describe the existing property. Parcel sketches are to include distance measurements from the taking line to corners of structures remaining were 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, 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.

4.18 Cost Estimates

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

4.19 Special Provisions and Specifications

A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.20 Intelligent Transportation Systems (ITS)

A. Intelligent Transportation System Plans

1. The site construction plans shall be developed at a scale of 1" = 50'. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the fiber optic network 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 utilize the latest CFX ITS Design Details provided by CFX. Any deviation from the standards/details provided shall be pre-approved by CFX before implementation into the plan set. The Consultant is to replace existing devices with new if they are being damaged or impacted by the widening.

2. Intelligent Transportation System plans shall include at a minimum the following:

   a. Roadway geometry

   b. Rights-of-Way

   c. Existing utilities within the right-of-way including CFX's ITS Infrastructure

   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 and fiber optic splicing details

   l. Connectivity with the FON backbone conduits

m. Controller cabinet, structure, and foundation details for proposed CFX device sites.

n. Electrical service assembly details and wiring diagrams (including power monitoring equipment) for the ITS load centers.

o. Local hub electrical service assembly details

p. 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 Consultant shall design the electrical system around a Single-Phase system. All CFX load centers shall be located within CFX R/W.

q. 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. Additionally, the Design Methodology Report shall include short circuit current analysis, selective utility coordination, and arc flash hazard assessment for each new or modified service.

r. Grounding

s. Tabulation of quantities

t. Special notes

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

v. All existing and proposed ITS infrastructure to be included and shown with roadway cross sections and drainage cross sections

w. Design power infrastructure that follows CFX ITS Standards. Design 2-2" power conduits to each proposed ITS device site. The Consultant shall be mindful of system redundancy. Power and fiber connections shall be made from the same side of the road whenever possible. Under no

circumstance shall a single power service support devices that are spliced to the same fiber pair on separate sides of the road. If during design, the Design team meets the maximum power requirements as stated within the contract documents then additional power service locations shall be obtained from the power service provider. The Design team shall add additional power service locations/load centers to minimize the distance of the electrical circuit. ITS load centers shall not be shared by any other component (Lighting, Tolling, etc.) unless approved by CFX. ITS Load Centers shall be located within CFX R/W.

x. Design 9-1" conduits within the entire length of the new outside shoulder, roadway and bridge. This will be installed in both directions (EB and WB) of the proposed roadway and shall include 2-72 SM fiber optic cable.

y. Not Used.

z. 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, roadway under the flyovers, etc.) of the new roadway.

aa. Installation of data collection sensor (DCS) sites for all exit ramps (including interchange to interchange ramps) and dynamic message signs (DMSs) signs within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), to support the Travel Time System.

bb. Not used.

cc. Installation of traffic monitoring sites (TMS) sites for all ramps (on-ramps, off-ramps & split ramps) within the project limits. This includes 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.

dd. 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.

ee. Install new Wrong Way Driving System for all exit ramps within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets. CFX ITS

design standards shall be provided to the Consultant for use within their plans. Install new WWDS at the following off-ramps:

- WB Off-Ramp at Jack Brack Road
- EB Off-Ramp at Jack Brack Road

ff. Not used.

3. A Design Methodology Report shall be submitted as part of the 90%, 100%, Pre-Bid and Bid Submittal for approval from CFX. The Design Methodology Report shall be submitted in a CFX approved format. The electronic/software files used to perform the electrical calculations shall also be submitted with this report. This report shall be in accordance with the latest CFX ITS requirements and include, but not be limited to:

   a. Voltage Drop Calculations (5% maximum voltage drop, maximum wire size of #2 AWG at 480V, 10 Amp Maintenance Load carried to the end of the circuit, maximum transformer size of 15 kVA)

   b. Short Circuit Current Analysis and Arc Flash Hazard Analysis at all new and modified ITS Load Center locations

   c. CCTV Bucket Truck. Drone Sightings or views generated from the 3D model from all proposed CCTV locations. Height of sightings will match the proposed height of the CCTV camera.

   d. Typical Cabinet Load requirements

   e. Utility Coordination Documentation with Power Service Providers

4. 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. Not used.

   f. Environmental conditions.

   g. Concurrent/future CFX projects.

   h. Not used.

   i. Not used.

j. Location of proposed sound walls

k. The Consultant shall provide maintenance access to all ITS infrastructure (conduits, pullboxes, manholes, devices, etc.) within the project. All sites shall be reviewed by the Consultant and a report shall be submitted to CFX for approval detailing how maintenance personnel will access each device site. Typical access requirements for both conduit and devices are for a 12-foot wide bucket truck or splicing van to drive to the site without having to cross a drainage ditch, pond, or berm. The Consultant shall take into account sound wall locations which may block access to the ITS infrastructure. It is the Consultant's responsibility to provide access at all locations.

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, toll gantries, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices. Splicing Diagrams shall be submitted in a CFX approved format.

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

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

4. Fiber allocation shall be provided by CFX after the 90% submittal.

C. Maintenance of ITS Infrastructure

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

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

3. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4. Temporary conduit, fiber, pull boxes and devices shall be proposed within the MOC plans to maintain the continuous operation of the existing ITS device and network.

5. The Consultant shall provide a Table of Existing ITS Devices which identifies all existing ITS infrastructure within the project limits and clarifies who is responsible for the maintenance responsibilities for each device throughout the project.

4.21 Tolling Gantries

A. This proposal includes new ramp All-Electronic Tolling (AET) gantries for the EB on-ramp and WB off-ramp at the Jack Brack Road interchange.

4.22 Post-Design Services

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

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

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

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five (5) working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two (2) weeks from receipt of information.

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

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

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

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

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

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

M. The Consultant shall review 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 review 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 (10) working days of a written request, the following items:

1. Available record drawings of existing conditions

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

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

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

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

6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT

2. Current and design year peak hour volumes

3. Turning movements at each intersection/interchange

4. K, D and T factors

5. Design speed

6. AVI Percentages

5.3 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

6.2 Utility Agreements

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

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

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

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

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

6.7 Conceptual Specialty Design

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

B. CFX will provide proposed sound wall locations, if applicable.

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

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

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

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

7.2 CFX's Project Manager will:

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

B. Review the Consultant's billings.

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

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

E. Coordinate the distribution of public information.

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

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

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

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

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

7.3 Consultant

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

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

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

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

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

7.4 Project Control

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

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

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

3. Forecast completion dates from current progress.

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

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

6. Forecast future conflicts in any area.

7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two (2) working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typed agenda for the meeting. The Consultant shall prepare typed meeting notes and submit them to CFX's Project Manager within five (5) working days after the meeting. The notes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

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

7.7 Project Related Correspondence

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

7.8 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during

the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected, and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached, and appropriate items checked.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

C. In lieu of a project specific Quality Control Plan, the Consultant can choose to adopt the Quality Control Plan Requirements outlined in FDM Section 124. If so, the declaration email and QA/QC Staffing Plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

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

7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven (7) calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

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

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed, and signed by the Consultant and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the summary of quantities sheet or cross sections.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations, emails, or site visits.

14. Lighting and voltage drop calculations.

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

7.13 Reviews and Submittals

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

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

1. Preliminary Design Report (Electronic file (pdf) to the CFX and CFX GEC project managers and one (1) hard copy of memorandum to CFX project manager)

2. 30% Roadway Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

3. 30% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

4. 60% Roadway Plans, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

5. 60% Bridge Plans required only on Category 2 bridges (Electronic file (pdf) to the CFX and CFX GEC project managers).

6. 90% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

7. 90% Roadway Plans and specifications (Electronic file (pdf) to the CFX and CFX GEC project managers)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

9. Pre-Bid Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and electronic files (pdf) of all plans and reports to the CFX and CFX GEC project managers)

C. Preparation and distribution of roadway plans and right-of-way maps to other than CFX or CFX GEC will not be made until approved by CFX.

D. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), except as amended by CFX.

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

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

F. The Consultant shall submit all CADD files, including GEOPAK files, used in the preparation of the plans and right-of-way mapping, with all plan phase submittals.

G. The Consultant shall submit files pertaining to the design survey.

1. Plan sheets showing the primary control points provided by the CFX and as verified by the survey consultant and the horizontal / vertical control points established by the survey consultant during the control survey phase of the project. These points shall be spaced approximately every 1000' along the corridor and at major side streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with Section 310 of the "Florida Department of Transportation Design Manual". These sheets are to be included in the Roadway Plan Set.

2. Reports showing the results of horizontal and vertical control network adjustments will be submitted to the CFX Project Manager through the Prime Consultant for review prior to final processing any subsequent Survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on control provided by or approved by CFX GEC. Vertical secondary control point coordinates should originate within a closed differential level loop based on control provided by or approved by CFX GEC. All final coordinates for secondary control points must hold a Standard Deviation/Positional Uncertainty value proving that satisfactory locations were achieved.

3. Reports showing field check cross sections compared to point cloud and TIN.

4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and with other standards required, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project Manager through the Prime Consultant for review prior to submitting the signed and sealed final Surveyors Report.

7.14 Plan Phase Submittals

A. All plan phase submittals shall be made as per the *Central Florida Expressway Guidelines*

CONSENT AGENDA ITEM
#9

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Supplemental Agreement No. 6 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. 6 with RS&H, Inc. in the amount of $152,122.71 is requested. The original contract was for a five-year term with two one-year renewal options.

The work to be performed includes additional design services.

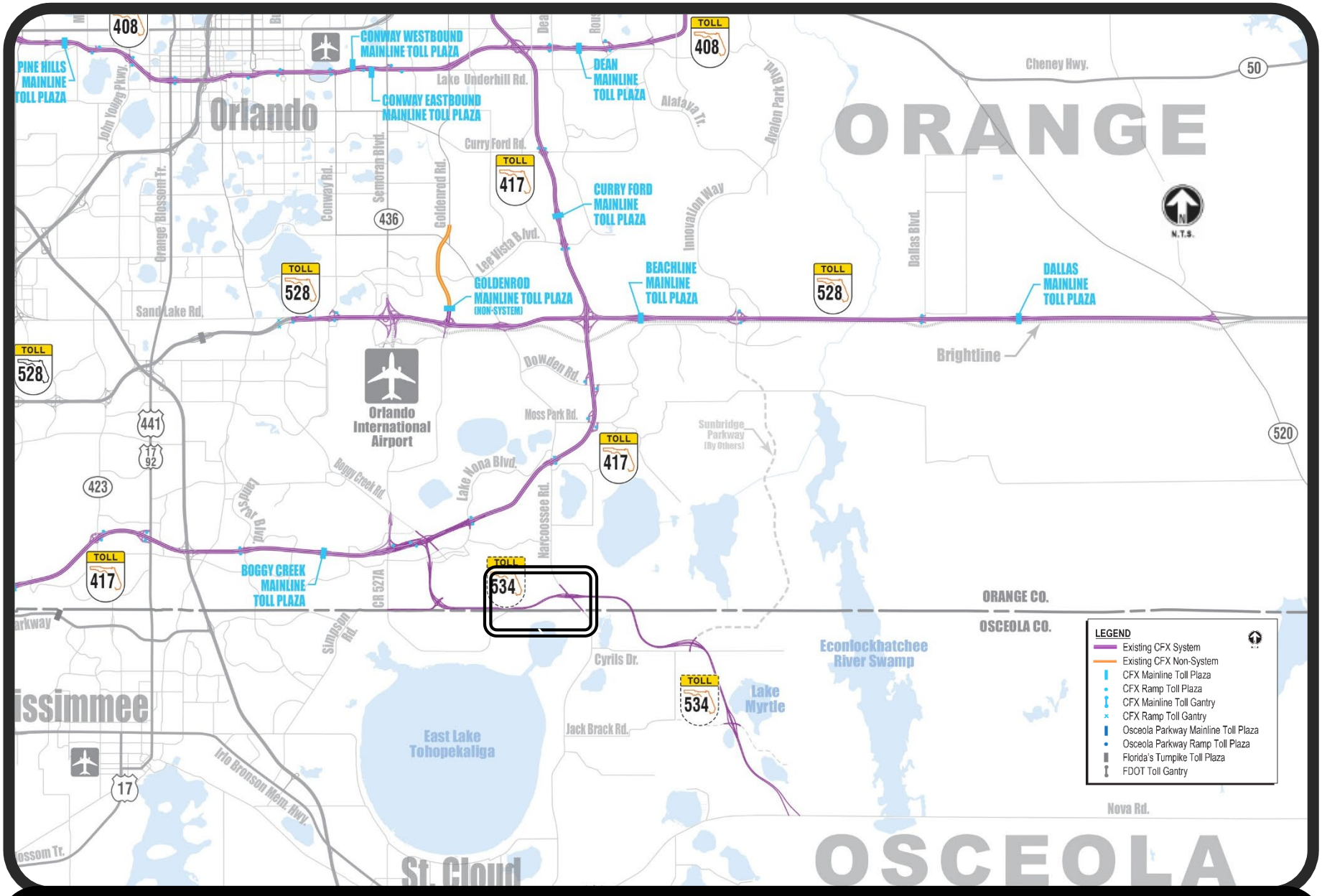
Original Contract	$9,200,000.00
Supplemental Agreement No. 1	$661,667.69
Supplemental Agreement No. 2	$0.00
Supplemental Agreement No. 3	$0.00
Supplemental Agreement No. 4	$2,454,838.69
Supplemental Agreement No. 5	$1,131,405.07
Supplemental Agreement No. 6	$152,122.71
Total	$13,600,034.16

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

Reviewed by:

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure



Project Location Map for
SR 534 Segment 3 – From East of Jim Branch Creek to CR 15 (Narcoossee Road) (534-243)

SUPPLEMENTAL AGREEMENT NO. 6

to

CONTRACT NO. 001921

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 June 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 **$152,122.71** to **$7,806,485.19**.

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 remain unchanged at **$5,767,277.36**.

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

f. The Total Maximum Limiting Amount is adjusted upward by **$152,122.71** to **$13,600,034.16**.

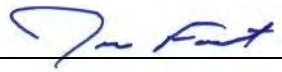
B. **Effect on Agreement.** All provisions of the Agreement not specifically modified herein shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement and the Agreement, the provisions of this Supplement 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 August 13, 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 Forst	Print Name: Zulay Millan
Title: Senior Vice President	Title: Director of Procurement
Date: 07/13/2026	Date:

Dewberry

MEMORANDUM

Date: June 30, 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 #6 – Combining 243/244EW
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 #6 (SA #6) submitted by RS&H, Inc. dated June 12, 2026 for the SR 534 Segment 3 – East of Jim Branch Creek to CR 15 project. SA #6 is for additional professional services to combine projects 534-243 and 534-244EW into one project for letting and bidding. Separate permits and responses for each project will also be needed.

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

$	152,122.71	RS&H as Prime
$	152,122.71	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 $152,122.71.

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 ▪ LCC0000210

June 12, 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 #6 – Combining 534-243 and 534-244EW 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 $152,122.71.

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. 6

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 necessary to combine the 243 design and 244 EW design into a single set of construction documents.

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, ITS, survey, and geotechnical evaluation respectively.

Project Management

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

1. Extend contract management duration by 8 months to include May 2026-December 2026.

Roadway

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

1. Modifications to the temporary traffic control design to phase work as a single project
2. Minor modifications to the design and plans production associated with the following elements to combine 243 and 244EW into a single project
    a. Typical sections and typical section details
    b. Summary of quantities sheets
    c. Profile sheets
    d. Plan sheets
    e. Ramp C1 terminal detail
    f. Cross sections
    g. Utility adjustment sheets

Drainage

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

1. Minor edits to the two drainage reports.
2. Combine the following plan sheets from the two projects:
    a. Drainage Profiles
    b. Drainage Cross Sections
    c. Summary of Drainage Structures

d. SRCC
e. Drainage Map
f. Pond Detail Sheets
g. SWPP
h. Drainage Details

Structures

The following summarizes the changes in scope related to structures:

1. Modify sheet borders including project name and sheet numbering (as required).
2. Update general sheets including combining general notes, index of sheets, signature sheets, and aesthetics sheets.
3. Renumber retaining walls in bridge and wall sheets.
4. Remove one wireface wall and add two wireface walls.

SUPPLEMENTAL AGREEMENT NO. 5
to
CONTRACT NO. 001921
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: Aneth Williams
Print Name: Jesse J. Forst	Print Name: Aneth Williams
Title: Senior Vice President	Title: Director of Supplier Management
Date: 01/21/2026	Date: 2/12/2026

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 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).

Environmental Permits

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).

Structures

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 • LCC0000210

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

TABLE OF CONTENTS

Section	Title	
AG	Agreement	1 - 20
A	Exhibit “A”, Scope of Services	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Project Location Map	
F	Exhibit “F”, Schedule	
G	Exhibit “G”, Potential Conflict Disclosure Form	

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

Table of Contents

1.0. DEFINITIONS. 1
2.0. SERVICES TO BE PROVIDED 1
3.0. TERM OF AGREEMENT AND RENEWALS 2
4.0. PROJECT SCHEDULE 2
5.0. PROFESSIONAL STAFF 3
6.0. COMPENSATION 4
7.0. DOCUMENT OWNERSHIP AND RECORDS 5
8.0. COMPLIANCE WITH LAWS 7
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 7
10.0. TERMINATION 7
11.0. ADJUSTMENTS 8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 9
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS 10
14.0. THIRD PARTY BENEFICIARY 10
15.0. INSURANCE 10
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT 13
18.0. DOCUMENTED ALIENS 14
19.0. E-VERIFY CLAUSE 14
20.0. INSPECTOR GENERAL 14
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 14
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 15
23.0. AVAILABILITY OF FUNDS 15
24.0. AUDIT AND EXAMINATION OF RECORDS 15
25.0. GOVERNING LAW AND VENUE 17
26.0. NOTICE 17
27.0. HEADINGS 17
28.0. CONTRACT LANGUAGE AND INTERPRETATION 18
29.0. ASSIGNMENT 18
30.0. SEVERABILITY 18
31.0. INTEGRATION 18
32.0. ATTACHMENTS 18

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

Exhibit “F”, Project Schedule
Exhibit “G”, Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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: _____

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

Exhibit A
SCOPE OF SERVICES

TABLE OF CONTENTS

Description		Page No. A-
1.0	GENERAL	4
1.1	Location	4
1.2	Description	4
1.3	Purpose	4
1.4	Organization	5
1.5	Term of Agreement for Design Services	5
2.0	STANDARDS	6
3.0	DESIGN CRITERIA	7
3.1	General	7
3.2	Right of Way	7
4.0	WORK PERFORMED BY CONSULTANT	8
4.1	Design Features	8
4.2	Governmental Agencies	9
4.3	Preliminary Design Report - Review	9
4.4	Surveys and Mapping	9
4.5	Geotechnical Investigation	11
4.6	Contamination Impact Analysis	12
4.7	Pavement Design	13
4.8	Borrow Pits	13
4.9	Governmental Agency and Public Meetings	13
4.10	Environmental Permits	14
4.11	Utilities	15
4.12	Roadway Design	16
4.13	Structures Design	16
4.14	Drainage Design	16
4.15	Roadway Lighting	17
4.16	Traffic Engineering	17
4.17	Signing and Pavement Marking Plans	18
4.18	Signalization Plans	18

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

4.19 Right-of-Way Documents 18
4.20 Cost Estimates 19
4.21 Special Provisions and Specifications 19
4.22 Fiber Optic Network (FON) 19
4.23 Post-Design Services 22
5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE 24
5.1 Record Documents 24
5.2 Traffic Data 24
5.3 Other 24
6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE 25
6.1 Right-of-Way Acquisition 25
6.2 Utility Agreements 25
6.3 Public Involvement 25
6.4 Contracts and Specifications Services 25
6.5 Post-Design Services 25
6.6 Environmental Permits 25
6.7 Conceptual Specialty Design 26
7.0 ADMINISTRATION 27
7.1 Central Florida Expressway Authority 27
7.2 CFX's Project Manager 27
7.3 Consultant 27
7.4 Project Control 28
7.5 Work Progress 28
7.6 Schedule 29
7.7 Project Related Correspondence 29
7.8 Quality Control 29
7.9 Consultant Personnel 29
7.10 Site Visit 30
7.11 Acceptability of the Work 30
7.12 Design Documentation 30
7.13 Reviews and Submittals 31
7.14 Plan Phase Submittals 33

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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.

DocuSign Envelope ID: 51560367-862D-4252-97B7-29761ACE984E

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
#10

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Authorization of Mitigation Credit Purchase with Wekiva River Mitigation Bank d/b/a Wekiva River Mitigation Bank, L.L.C. for SR 414 Extension from US 441 to Maitland Summit Boulevard
Project No. 414-208

Board authorization is requested for the Executive Director, or their designee, to enter into an agreement with Wekiva River Mitigation Bank d/b/a Wekiva River Mitigation Bank, L.L.C. in the not-to-exceed amount of $750,000.00 for mitigation bank credits.

Environmental impacts from this project require state and federal mitigation. The use of mitigation bank credits is the preferred method by the St. Johns River Water Management District (SJRWMD) and the United States Army Corps of Engineers (USACE) to offset these impacts.

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

Reviewed by:

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

CONSENT AGENDA ITEM
#11

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Second Contract Renewal with CDM Smith, Inc. for Traffic and Earnings Consultant Services
Contract No. SCON-10000150

Board approval of the second renewal for the above referenced contract with CDM Smith, Inc. in the amount of $1,200,000.00 is requested. The original contract was for a three-year term with two one-year renewal options.

The work to be performed includes providing traffic and earnings consulting services to support CFX's financial planning for its toll road system, including existing facilities, expansions, and future projects.

Original Contract	$3,600,000.00
Supplemental Agreement No.1	$320,000.00
First Renewal	$1,700,000.00
Second Renewal	$1,200,000.00
Total	$6,820,000.00

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

Reviewed by:

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

RENEWAL NO. 2

to

CONTRACT NO. SCON-10000150

(Formerly Contract No. 001922)

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

CDM SMITH, INC.

THIS RENEWAL AGREEEMENT (**"Renewal"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **CDM SMITH, INC.** (**"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-10000150** 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 **October 24, 2026** and expiring on **October 23, 2027.** There are **(0) zero** renewal options left on this Agreement.

2. This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$5,620,000.00** 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 only one)

☐ No amendment **($0.00** increase).

☒ An increase of **$1,200,000.00**, thereby making the new total "Not to Exceed" Contract Amount for the Agreement **$6,820,000.00**.

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

D. 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, with each such counterpart constituting an original and all of which taken together shall constitute one and the same agreement.

E. Binding Effect; Entire Agreement. To the extent not amended by this Renewal, the Parties reaffirm all the terms and conditions of the Agreement, which are hereby merged with this Renewal and shall continue to remain in full force and effect for the duration of the Renewal Term. 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 regarding the underlying subject matter.

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 undersigned signatory, authorized to execute the same by Board action on August 13, 2026, and Contractor signing through its undersigned signatory, duly authorized to execute same.

CDM SMITH, INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

RENEWAL NO. 1
to
CONTRACT NO. 001922
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
CDM SMITH, INC.

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **CDM Smith, Inc.** (**"Consultant"**) 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. 001922**, 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 **10/24/2025** and expiring on **10/23/2026**. 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 **$3,920,000.00** 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 **$1,700,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$5,620,000.00**.

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 October 9, 2025, and Consultant signing through its undersigned signatory, duly authorized to execute same.

CDM SMITH, INC.

By: Digitally signed by Carleen M. Flynn DN: C=US, E=flynncm@cdmsmith.com, O=CDM Smith Inc., CN=Carleen M. Flynn Date: 2025.10.15 12:04:06-04'00'

Print Name: Carleen M. Flynn

Title: Principal

Date: October 15, 2025

ATTEST: April Michelle Humphries
Secretary or Notary

APRIL MICHELLE HUMPHRIES
Notary Public - State of Florida
Commission # HH 637919
My Comm. Expires Apr 28, 2029
Bonded through National Notary Assn.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement

Date: 11/03/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES
CONTRACT NO. 001922

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into by and between the Central Florida Expressway Authority ("CFX") and CDM Smith, Inc., ("Consultant").

WITNESSETH:

WHEREAS, CFX and the Consultant on August 11, 2022, entered into an Agreement whereby CFX retained the Consultant to furnish Traffic and Earning Services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by $320,000.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue to provide the required services with no change in the fees and rates included in the original Contract dated August 11, 2022;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by $320,000.00 which shall make the total not-to-exceed amount of the Contract $3,920,000.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same by Board action on the 14th day of November, 2024, and CDM SMITH INC. signing through its Principal/Client Service Leader, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 11/14/2024

Print Name: Aneth Williams Title: Director of Procurement

CDM SMITH INC.

By: Carleen M Flynn Date: 9/19/2024

Print Name: CARLEEN M. FLYNN Title: PRINCIPAL

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

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.09.20 06:25:03 -04'00' Date: September 20, 2024

Print Name: Angela J. Wallace Title: General Counsel

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

CDM SMITH INC.

TRAFFIC AND EARNINGS CONSULTANT SERVICES

CONTRACT NO. 001922

CONTRACT DATE: AUGUST 11, 2022
CONTRACT AMOUNT: $3,600,000.00

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

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

FOR

TRAFFIC AND EARNINGS CONSULTANT SERVICES

CONTRACT NO. 001922

AUGUST 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Section	Title	
AG	Agreement	1 - 18
A	Exhibit “A”, Scope of Services	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Potential Conflict Disclosure Form	

Table of Contents

1.0. DEFINITIONS. 1
2.0. SERVICES TO BE PROVIDED 1
3.0. TERM OF AGREEMENT AND RENEWALS 2
4.0. PROJECT SCHEDULE 2
5.0. PROFESSIONAL STAFF 3
6.0. COMPENSATION 4
7.0. DOCUMENT OWNERSHIP AND RECORDS 4
8.0. COMPLIANCE WITH LAWS 6
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 6
10.0. TERMINATION 7
11.0. ADJUSTMENTS 7
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 8
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS 9
14.0. THIRD PARTY BENEFICIARY 9
15.0. INSURANCE 9
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 11
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT 12
18.0. DOCUMENTED ALIENS 13
19.0. E-VERIFY CLAUSE 13
20.0. INSPECTOR GENERAL 13
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 13
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 14
23.0. AVAILABILITY OF FUNDS 14
24.0. AUDIT AND EXAMINATION OF RECORDS 14
25.0. GOVERNING LAW AND VENUE 15
26.0. NOTICE 16
27.0. HEADINGS 16
28.0. CONTRACT LANGUAGE AND INTERPRETATION 17
29.0. ASSIGNMENT 17
30.0. SEVERABILITY 17
31.0. INTEGRATION 17
32.0. ATTACHMENTS 17

Contract No. 001922

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 11th day of August, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and CDM Smith Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 101 Southhall Lane, Suite 200, Maitland, FL. 32751.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Traffic and Earning Services in accordance with Contract No. 001922.

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

The approved subconsultants are:

Resource Systems Group, Inc. - Class I
Insight Transportation Consulting, Inc. - Class I
Florida Transportation Engineering, Inc. - Classes I and II

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the

Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $3,600,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data first prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 101 Southhall Lane, Suite 200, Maitland, FL. 32751.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of

Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

8.0. COMPLIANCE WITH LAWS

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

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive

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

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

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

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

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per

employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX.

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a

copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the

CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

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

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

19.0. E-VERIFY CLAUSE

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

20.0. INSPECTOR GENERAL

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

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0. AVAILABILITY OF FUNDS

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

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

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

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

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County,

Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

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

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

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

To CONSULTANT: CDM Smith Inc.,
101 Southhall Lane, Suite 200
Maitland, FL. 32751
Attn: Carleen Flynn, AICP – Project Manager

CDM Smith Inc.,
101 Southhall Lane, Suite 200
Maitland, FL. 32751
Attn: Hugh Miller, PhD, PE

27.0. HEADINGS

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

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

31.0. INTEGRATION

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

32.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on August 11 , 2022.

CDM SMITH INC.

BY: Carleen M Flynn
Authorized Signature

Print Name: Carleen M. Flynn

Title: Client Service Leader

ATTEST: Crista Storey-Belrose (Seal)
Secretary or Notary

CRISTA STOREY-BELROSE
Notary Public
State of Florida
Comm# HH189002
Expires 10/21/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2022.10.19 16:52:58 -04'00'
Director of Procurement

Print Name: Aneth Williams

Approved as to form and execution, only.

Laura Newlin Kelly
General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
GENERAL TRAFFIC AND EARNINGS CONSULTANT
CONTRACT NO. 001922
SCOPE OF SERVICES

I. PURPOSE

CFX requires the assistance of a Traffic & Earnings Consultant to provide traffic and earnings/revenue services on a continuing basis for financial planning on CFX system of toll roads including any extensions, expansion projects or candidate projects. The services to be provided include, but are not necessarily limited to: data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

The Consultant shall provide qualified professional personnel to perform the duties and responsibilities assigned under the terms of the Contract.

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

CFX shall request Consultant services on an as-needed basis. There is no guarantee that any of all of the services described in this agreement will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

II. GENERAL REQUIREMENTS

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

The Consultant shall have a detailed knowledge of modeling and forecasting in the Orlando urban area as well as experience in applying the Florida Standard Urban Transportation Model Structure (FSUTMS). All modeling services shall be physically performed in the Consultant's or subconsultant's office located in the Orange County Standard Metropolitan Statistical Area (Orange, Lake, Osceola and Seminole Counties).

III. CONSULTANT SERVICES AND RESPONSIBILITIES

The Consultant shall perform the following tasks in carrying out the requirements of the Agreement. The following tasks provide an example of work to be required, but are not intended to be all-inclusive:

A. Transportation Planning and Traffic Engineering

1. Prepare proposals for specific studies or other tasks within the specific scope of service prepared by CFX. Complete the required services under the direction of CFX's Project Manager.

2. Monitor and evaluate economic conditions on the state, regional and national levels and determine potential impact on toll traffic and revenues.

3. Update and/or review the land use information along CFX projects.

4. Maintain county demographic and land use information about CFX's project area.

5. Develop Planning Concept Reports.

6. Develop Design Traffic Reports

7. Special Studies as assigned.

8. Create and maintain a traffic forecasting model using FSUTMS.

9. Apply CFX's model and FSUTMS to:

   - Interpret model results.
   - Develop all system and design traffic.
   - Document the model results including assumptions.

10. Develop, implement and maintain a document control and filing system that shall govern the Consultant's distribution and file copies of all program related correspondence, reports, plans, technical data, etc.

B. System Review, Annual Report and Bonding Support

1. The Consultant shall be knowledgeable of all covenants and provisions of CFX's current bond resolutions and shall perform operations consistent with these covenants and provisions.

2. Prepare and submit to CFX copies of an annual report on the traffic, toll and revenue aspects of CFX's operations. Included in the report shall be an updated projection of revenues for CFX's system on a fiscal year basis for the current year and a period of ten (10) years thereafter.

3. Upon request by CFX, make preliminary suggestions on any traffic or toll matters.

4. Upon request by CFX, prepare studies to include, but not be limited to, the following:

- Financial Feasibility
- Toll Rate Structure
- Bonding Capacity of Projects

5. Estimate the additional toll revenues that would be earned by CFX as a result of new projects or interchanges.

6. Certification of estimated project revenues for economic feasibility determination.

7. Review reports prepared by CFX staff or CFX consultants regarding projects that have potential for becoming CFX projects under the financial criteria established by CFX.

8. Prepare Traffic and Earnings Reports for future proposed bond sales with coordination from CFX staff, CFX's General Engineering Consultant, financial advisors and underwriters. Present information in Traffic and Earnings Report as required.

C. Support for the General Engineering Consultant

1. As requested by the Project Manager, the Consultant shall coordinate with and provide support to CFX's General Engineering Consultant for the following activities:

- Miscellaneous traffic modeling.
- Submittal and review of design traffic.
- Operational analysis and traffic simulation.
- Analysis of vehicle count and classification data.
- System project review.

D. Meetings and Workshops

1. Attend meetings with CFX staff, consulting engineers, or other individuals or agencies designated by CFX.

2. Meet with the State Board of Administration, Division of Bond Finance, rating agencies, bond counsel, financial advisors and underwriters, and attend bond presentations as required.

IV. CFX RESPONSIBILITIES

CFX will furnish, without cost to the Consultant, the following information and data in connection with services authorized under terms of the Agreement:

A. Furnish all CFX procedures, standards, and policies applicable to the services being provided by the Consultant.

B. Furnish drawings, specifications, schedules, reports and other information prepared by or for CFX by others which are available to CFX and which CFX considers pertinent to Consultant's responsibilities as described herein.

C. Furnish available traffic, safety (accident) and planning data.

V. SUBCONTRACTING

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Agreement. Subconsultants shall be qualified and approved by CFX prior to performing any work assigned to them.

If subconsultant services are authorized, the Consultant shall obtain a schedule of rates for review and approval by CFX prior to any work being performed.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#12

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MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti

DATE: July 27, 2026

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Central Florida Expressway Authority Audit Committee on June 24, 2026.

1. Fiscal Year 2026 National Institute of Standards and Technology (NIST) Cybersecurity Framework 2.0 Review

2. Fiscal Year 2027 Internal Audit Plan and Risk Assessment

Reviewed by: Lisa Lumbard

CFX NIST CYBERSECURITY FRAMEWORK ASSESSMENT REPORT

May 2026

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Executive Summary

Overview and Objectives

From March - May 2026, Protiviti performed a National Institute of Standards in Technology (“NIST”) Cybersecurity Framework (“CSF”) 2.0 Review for Central Florida Expressway Authority (“CFX”).The primary objective of this engagement was to evaluate the information security practices and procedures in place within CFX’s IT organization and compare them to the NIST CSF, as well as supporting CFX’s security posture transition from the NIST CSF 1.1 to 2.0. For key differences between the CSF 2.0 and 1.1 frameworks, please refer to **Page 4**.

Project Scope and Approach

This review covered the 22 categories, and 106 subcategories outlined in the NIST CSF to understand coverage of each risk, which included the following broad areas of focus:

- **Govern:** Establishing and overseeing an organization's cybersecurity strategy, policies, and risk management (6 categories / 31 subcategories)
- **Identify:** Assessing current cybersecurity risk by understanding assets and risks, aligning efforts with strategy and mission under Govern. (3 categories / 20 subcategories)
- **Protect:** Using safeguards to mitigate cybersecurity risk by securing assets, encompassing awareness, data security, identity management, platform security, and technology resilience (5 categories / 23 subcategories)
- **Detect:** Identifying and analyzing potential cybersecurity attacks and compromises. (2 categories / 11 subcategories)
- **Respond:** Taking action following the detection of a cybersecurity incident. (4 categories / 13 subcategories)
- **Recover:** Restoring assets and operations affected by a cybersecurity incident. (2 categories / 8 subcategories)

During the course of the **subjective assessment**, Protiviti identified an observation related to **documentation surrounding Business Impact Analyses**.

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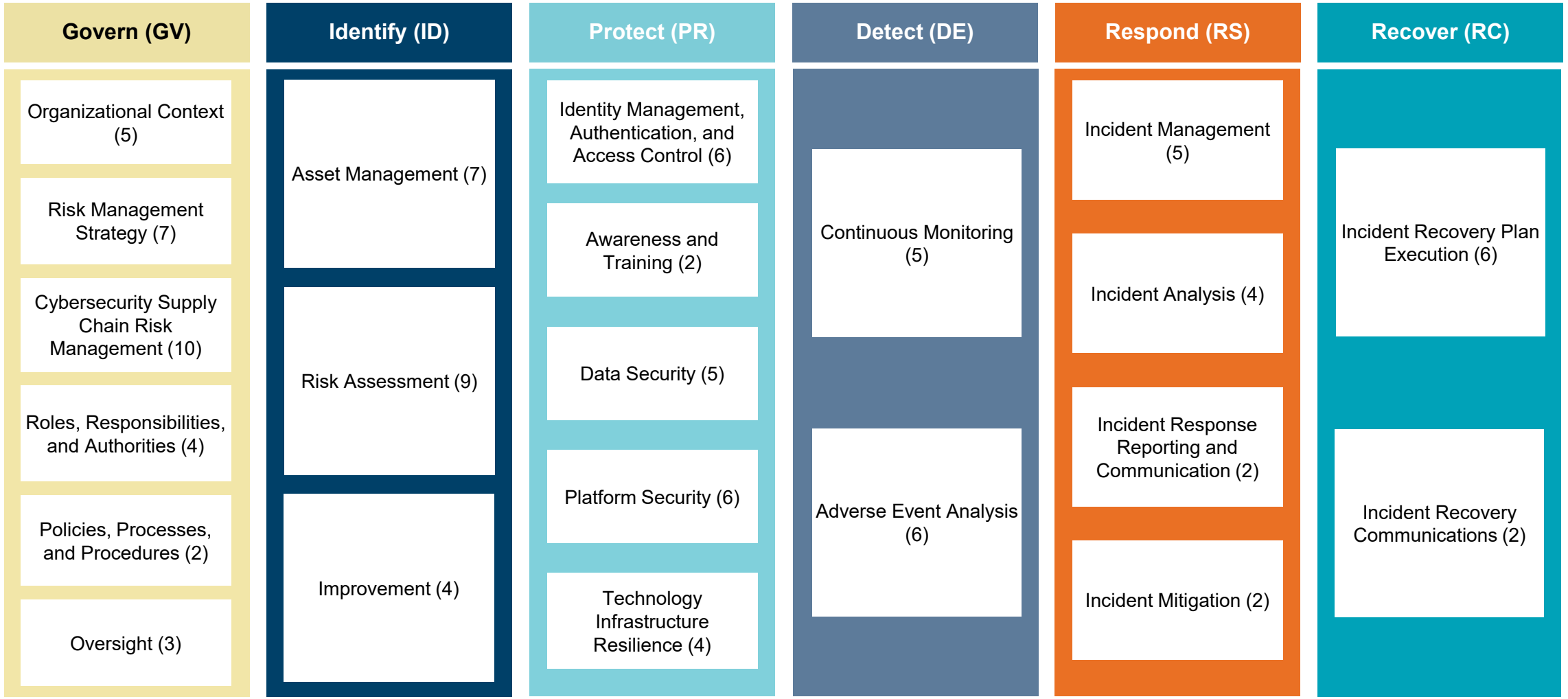
NIST Cybersecurity 2.0 Framework Categories

The Framework Core includes **6 functions**, **22 categories** and **106 subcategories**, and the breakdown of categories an subcategories can be found below:



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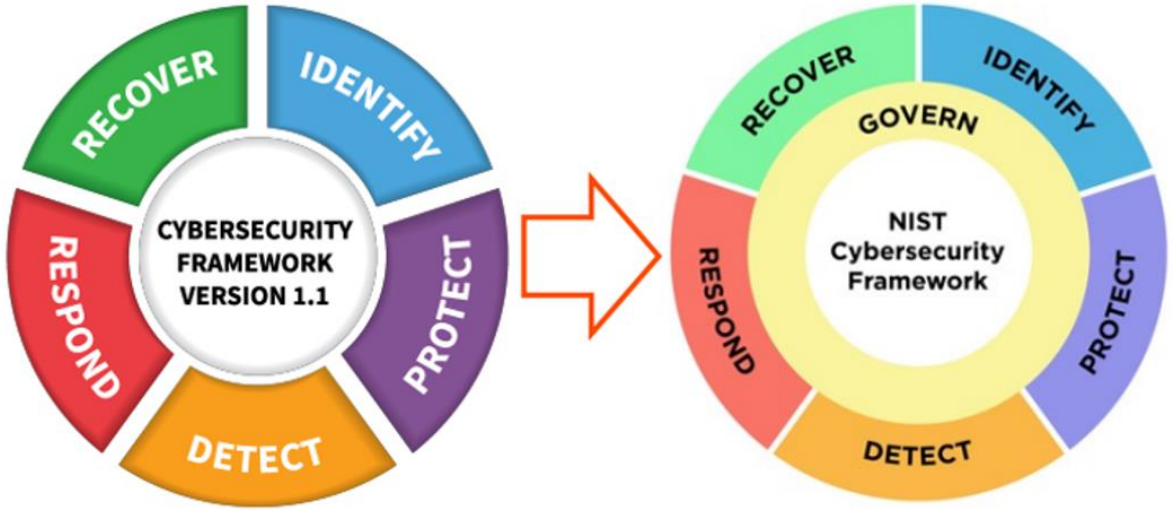
NIST CSF Comparison

The below diagram illustrates the key differences between NIST CSF versions 1.1 and 2.0, as future maturity will be evaluated against version 2.0:

The new function (Govern) and criteria for tiers

Govern (GV): Establish and monitor the organization's cybersecurity risk management strategy, expectations, and policy

Tiers clarified to focus on cybersecurity governance, risk management, and third-party considerations



CSF 1.1	CSF 2.0
Tier 1: Partial Tier 2: Risk Informed Tier 3: Repeatable Tier 4: Adaptive	
• Risk Management Process • Integrated Risk Management Program • External Participation	• **Cybersecurity Risk Governance** • **Cybersecurity Risk Management** • **Third-Party Cybersecurity Risks**

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Key Differences: NIST 1.1 vs 2.0

Despite the previous effectiveness of NIST CSF 1.1, an update to the framework became necessary to keep pace with the evolving cybersecurity landscape. NIST CSF 2.0 endeavors to maintain the relevance of the original framework while upholding its fundamental principles. Notably, NIST CSF 2.0 places greater emphasis on integrating cybersecurity into business strategy and fostering top-down governance. The key changes in NIST CSF 2.0 include:

Expanded Scope and Integration

NIST CSF 2.0 has undergone a **significant expansion**, reflecting its intended use by organizations worldwide. The framework's previous focus on U.S. critical infrastructure has been broadened to encompass a **global audience**, recognizing the universal nature of cybersecurity threats. Additionally, references to reputable frameworks such as the NIST Privacy Framework, NICE Workforce Framework for Cybersecurity, and Secure Software Development Framework have been incorporated, enabling organizations to seamlessly integrate NIST CSF 2.0 with their existing frameworks.

Enhanced Guidance and Governance

An 'Implementation Examples' category has been introduced as part of the NIST CSF 2.0 update, providing organizations with **practical guidance** on achieving the framework's subcategories. This guidance bridges the gap between theory and practice, enabling organizations to implement the framework effectively. Furthermore, a **new function**, "GOVERN", has been added to emphasize the importance of cybersecurity governance. This function covers organizational context, risk management strategy, supply chain risk management, and other aspects, ensuring that organizations have a comprehensive understanding of their cybersecurity posture.

Continuous Improvement and Feedback

NIST has recognized the importance of **continuous improvement** in cybersecurity. References to NIST SP 800-55 have been included in the updated information on cybersecurity assessments, reinforcing the need for regular evaluation and improvement. Additionally, a new 'Improvement Category' has been added to the IDENTIFY function, emphasizing the ongoing nature of cybersecurity efforts.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Internal Audit Plan

For the Fiscal Year Ending June 30, 2027

Internal Audit, Risk, Business and Technology Consulting

BACKGROUND

An annual risk assessment is a critical element of a high-quality Internal Audit department's responsibility and provides the opportunity to be "front and center" with senior leadership as a strategic partner in the review and management of key business risks. The objective of the fiscal 2027 risk assessment is to identify and prioritize key areas of risk within CFX to consider in designing the fiscal 2027 Internal Audit plan. The approach to conduct the fiscal 2027 risk assessment and develop the fiscal 2027 Internal Audit plan is depicted below.

Identify Key Areas of Risk to be Assessed

- Confirm and update the prior year risk areas based upon review of prior year work papers, audit results, and discussions with staff

Assess and Prioritize Areas of Risk

- Conduct interviews with management, the Board, and the Audit Committee Chair to confirm and validate the enterprise risk model and gain additional insight around risk trending, key changes in the organization, and key initiatives
- Aggregate and compile resulting information
- Provide a graphical representation of enterprise risks on a risk heat map to prioritize residual areas of risk

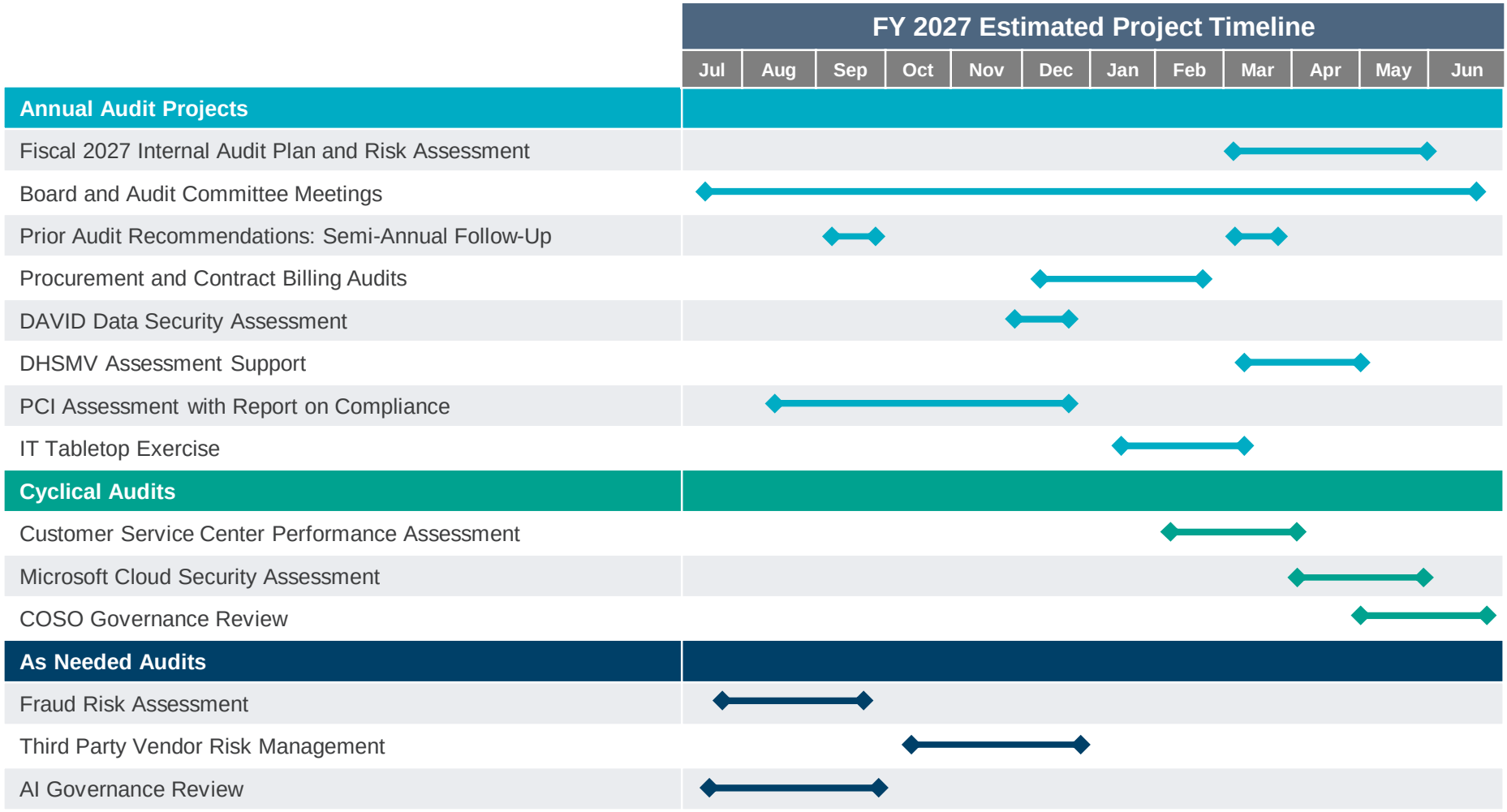
Select Focus Areas

- Evaluate the prioritized enterprise risks, management commentary, and prior audit coverage history to determine Internal Audit focus areas for fiscal year 2027
- Develop and define proposed fiscal 2027 Internal Audit projects to address the areas of focus

Develop and Approve Audit Plan

- Establish high-level scoping statements and levels of effort for proposed projects
- Finalize budget allotments and propose projects for Audit Committee approval
- Finalize proposed timing for selected projects
- Finalize Internal Audit plan and obtain Audit Committee approval

INTERNAL AUDIT TIMELINE



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CONSENT AGENDA ITEM
#13

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Supplemental Agreement No. 1 with Dix.Hite + Partners, Inc. for Landscape Program Management Consultant Services
Contract No. SCON-10000349

Board approval of Supplemental Agreement No. 1 with Dix.Hite + Partners, Inc. in the amount of $2,300,000.00 is requested. The original contract was for a three-year term with two one-year renewal options.

The work to be performed includes continued development, refinement and implementation of the CFX landscape design guidelines throughout the CFX Expressway System.

Original Contract	$750,000.00
Supplemental Agreement No. 1	$2,300,000.00
Total	$3,050,000.00

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

Reviewed by: _____
Glenn Pressimone, PE
Chief of Infrastructure

SUPPLEMENTAL AGREEMENT NO. 1

to

CONTRACT NO. SCON-10000349

(Formerly Contract 002187)

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DIX.HITE + PARTNERS, INC.

THIS SUPPLEMENTAL AGREEEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **DIX.HITE + PARTNERS, INC.** (**"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. SCON-10000349** 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 29, 2026, which is included as part of **Attachment "3"** hereto. **Attachment "3"** is fully incorporated herein by reference.

(2) The total amount of the contract is increased from **$750,000.00** to **$3,050,000.00**, an increase of **$2,300,000.00.**

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

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.

[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 August 13, 2026, and Contractor signing through its undersigned signatory, duly authorized to execute same.

DIX.HITE + PARTNERS, INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

SCON-10000349
Supplemental Agreement No. 1
Attachment "3"

July 29, 2026

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

Re: Landscape Program Management Consultant (LPMC) Services (#002187).
Supplemental Agreement #1 – Increase Contract Funds

Dear Mr. Pressimone:

Landscape Program Management Consultant (LPMC) Services (#002187) was executed on March 11, 2025, and will expire on March 11, 2028. Dix.Hite is requesting a supplemental fee proposal to add additional funds to the contract. The additional fee associated with this supplemental agreement is $2,300,000.00.

General tasks and collaboration with CFX staff and consultants will continue to the end of the contract. We are not requesting a time extension of the contract at this time. Please reach out to us if you have any questions regarding this request.

Sincerely,

Sheeba West, PLA
Principal

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

DIX.HITE + PARTNERS, INC.

LANDSCAPE PROGRAM MANAGEMENT CONSULTANT

CONTRACT NO. 002187

CONTRACT AMOUNT: $750,000.00

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

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

FOR

LANDSCAPE PROGRAM MANAGEMENT CONSULTANT

CONTRACT NO. 002187

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Section	Title	
AG	Agreement	1 - 22
A	Exhibit “A”, Scope of Services Attachment “1” CFX Landscape Assessment dated December 2023 Attachment “2” Key Personnel and Minimum Experience Requirements	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
G	Exhibit “E”, Potential Conflict Disclosure Form	

Table of Contents

1.0 DEFINITIONS....2
2.0 SERVICES TO BE PROVIDED....2
3.0 TERM OF AGREEMENT AND RENEWALS....3
4.0 PROJECT SCHEDULE....3
5.0 PROFESSIONAL STAFF....3
6.0 COMPENSATION....5
7.0 DOCUMENT OWNERSHIP AND RECORDS....5
8.0 COMPLIANCE WITH LAWS....7
9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE....7
10.0 TERMINATION....8
11.0 ADJUSTMENTS....8
12.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY....9
13.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS....10
14.0 THIRD PARTY BENEFICIARY....10
15.0 INSURANCE....10
16.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS....12
17.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT....12
18.0 DOCUMENTED ALIENS....13
19.0 FLORIDA VENDOR ELIGIBILITY REQUIREMENTS....14
20.0 INSPECTOR GENERAL....17
21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT....17
22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473....18
23.0 AVAILABILITY OF FUNDS....18
24.0 AUDIT AND EXAMINATION OF RECORDS....18
25.0 GOVERNING LAW AND VENUE....19
26.0 NOTICE....20
27.0 HEADINGS....20
28.0 CONTRACT LANGUAGE AND INTERPRETATION....20
29.0 ASSIGNMENT....21
30.0 SEVERABILITY....21
31.0 INTEGRATION....21
32.0 ATTACHMENTS....21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR LANDSCAPE PROGRAM
MANAGEMENT CONSULTANT SERVICES
CONTRACT NO. 002187

THIS AGREEMENT, made between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and DIX.HITE + PARTNERS, 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 150 West Jessup Ave., Longwood, Florida 32750.

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 Chief of Infrastructure 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 the 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 Landscape Program Management Consultant Services for projects as identified by CFX.

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

This is a continuing services Agreement subject to CFX periodic review, approval and satisfaction with the CONSULTANT's performance. Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two (2) one-year renewals periods, or portions thereof, may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which notice to proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

4.0 PROJECT SCHEDULE

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

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains 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 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:

Modica & Associates, Inc.
Geotechnical & Environmental Consultants, Inc.
Sunscape Landscape Management and Consulting, Inc.

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

If, during the term of this Contract and any renewals hereof, the Consultant desires or intends to provide payment to a subconsultant, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the Consultant to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00, the Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by the Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Consultant may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the

Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

CFX shall not be responsible to Consultant for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

6.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $750,000.00 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 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 150 West Jessup Ave., Longwood, Florida 32750.

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 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. In the event of a conflict between any federal, state and local laws and ordinances CONSULTANT shall comply with the strictest standard.

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

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

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

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

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

All insurance policies shall be issued by companies licensed to do business under the laws of the State of Florida. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. If requested by CFX, CFX

shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

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

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

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

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

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

16.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

17.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be referenced in and 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) 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), 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). 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: DIX.HITE + PARTNERS, INC.
150 West Jesup Avenue
Longwood, Florida 32750
Attn: Sheeba West, PLA, ISA

DIX.HITE + PARTNERS, INC.
150 West Jesup Avenue
Longwood, Florida 32750
Attn: Jason Holden, PLA

27.0 HEADINGS

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

28.0 CONTRACT LANGUAGE AND INTERPRETATION

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

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined

that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

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

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

29.0 ASSIGNMENT

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

30.0 SEVERABILITY

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

31.0 INTEGRATION

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

32.0 ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the 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 13th day of February 2025, and DIX.HITE + PARTNERS, INC., signing through its undersigned signatory, duly authorized to execute same.

DIX.HITE + PARTNERS, INC.

BY: _____
Authorized Signature

Title: CEO, President

ATTEST: _____ (Seal)
Secretary or Notary

GAIL O'CONNOR
MY COMMISSION # HH 456729
EXPIRES: February 20, 2028

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams
Director of Procurement

Print Name: Aneth Williams

Date: 2/19/2025

Approved as to form and execution, only.
General Counsel for CFX

_____
Print Name: Angela J. Wallace

Date: February 19, 2025

EXHIBIT A

SCOPE OF SERVICES

Attachment “1” CFX Landscape Assessment dated December 2023
Attachment “2” Key Personnel and Minimum Experience Requirements

Exhibit "A"

SCOPE OF SERVICES

LANDSCAPE PROGRAM MANAGEMENT CONSULTANT SERVICES

I PURPOSE 2

2 OBJECTIVES 2

3 OVERVIEW 2

4 SERVICES 3

4.1 PLANNING 3

4.2 COMMUNITY ENGAGEMENT 3

4.3 LANDSCAPE ARCHITECTURE/DESIGN SUPPORT 4

4.4 EXISTING SYSTEM LANDSCAPE SUPPORT 4

5 OTHER SERVICES 5

Attachment “1” CFX Landscape Assessment dated December 2023
Attachment “2” Key Personnel and Minimum Experience Requirements

1 PURPOSE

The Central Florida Expressway Authority (CFX) requires professional services of a Landscape Program Management Consultant (LPMC) in connection with general planning, design, management, and other services for projects related to the development, determination of feasibility, planning, design, environmental science, bidding, construction and maintenance of the CFX's existing and future landscape and hardscape. This Scope of Services describes and defines those services.

2 OBJECTIVES

The CFX has outlined the following key objectives for this Scope of Services.

- Enhance the aesthetic appeal of the existing CFX system, future existing system improvements and expansions.
- Ensure environmental sustainability and ecological balance.
- Improve safety and functionality of systemwide landscapes.
- Optimize budget allocation and resource utilization for landscape projects.
- Foster community engagement and stakeholder collaboration in landscape planning and design.
- Implement recommendations from the *CFX Landscape Assessment* dated December 2023 (see Attachment "1" to this Scope of Services) including:
    1. Development of Comprehensive Landscape Design Standards.
    2. Development of Master Plan for Landscape Projects.
    3. Development of Landscape Maintenance Guidelines.
    4. Development of Landscape Life Cycle Monitoring.
    5. Development of Test Plot/Living Lab Program.

3 OVERVIEW

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

The LPMC shall provide a resource pool of qualified professional, technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and

efficiently carried out. Attachment "2" to this Scope of Services outlines the key personnel and minimum experience requirements necessary for the LPMC services.

4 SERVICES

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

4.1 PLANNING

The LPMC may be authorized to perform the following:

- Develop a Strategic Plan for Landscape Development and Management: Document outlining long-term objectives, priorities, and strategies for systemwide landscape design, implementation, and maintenance, building on the CFX Landscape Assessment dated December 2023 within six months of Notice to Proceed.
- Develop a Landscape Master Plan: A 15 year look ahead plan to include project list with schedules and estimated project costs.
- Development of Test Plot/Living Lab Program
- Based on the Strategic Plan, Landscape Master Plan, and Test Plot/Living Lab Program, prepare annual update to the Five-Year Work Plan for landscape projects
- Develop Landscape Design Standards.
- Develop Landscape Maintenance Guidelines.
- Development of Landscape Life Cycle Monitoring Plan
- Prepare and file with FDOT Landscape Master Plans for new alignments.
- Attend meetings and site visits as required to carry out the above services.

4.2 COMMUNITY ENGAGEMENT

The LPMC may be authorized to perform the following:

- Provide coordination with other government agencies, municipalities, and organizations involved in landscape management and urban planning.
- Foster partnerships with landscape architects, environmental consultants, contractors, and community groups to leverage expertise and resources.
- Provide community outreach and involvement with the Landscape Program with summaries of community feedback, concerns, and suggestions gathered during public communications.
- Provide public meeting/involvement support.
- Attend meetings as required to carry out the above services.

4.3 LANDSCAPE ARCHITECTURE/DESIGN SUPPORT

The LPMC may be authorized to perform the following:

- Provide project management services.
- Provide yearly performance evaluation with summary to assess the effectiveness of landscape program and projects. Provide goals and objectives to adjust strategies and procedures based on evaluation findings to enhance program outcomes.
- Develop conceptual landscape plans.
- Develop scope of work, schedules and contract provisions.
- Review construction plan phased submittals, including for quality control and adherence to design specifications.
- Assist CFX with development and execution of design contracts.
- Prepare project cost estimates.
- Provide miscellaneous design services for minor landscape projects.
- Provide bid phase support.
- Provide construction phase support.
- Attend meetings and site visits as required to carry out the above services.

4.4 EXISTING SYSTEM LANDSCAPE SUPPORT

The LPMC may be authorized to perform the following:

- Provide support for third party (adjacent property owners, agencies, etc.) landscape issues for the existing system.
- Coordination (in conjunction with CFX’s General Engineering Consultant) with outdoor advertising industry for visibility.
- Assist with landscape maintenance issues, as directed by CFX's Maintenance Department.
- Attend meetings and site visits as required to carry out the above services.

5 OTHER SERVICES

CFX may require professional services of the LPMC for a wide range of general planning, design, management, and other services for projects related to the development, determination of feasibility, planning, design, environmental science, bidding, construction and maintenance of the CFX's existing and future system landscape not otherwise identified in the Contract to supplement or replace the services being provided to CFX by other consultants.

END OF SCOPE OF SERVICES

Attachment “1”

CFX Landscape Assessment dated December 2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SYSTEMWIDE LANDSCAPE ASSESSMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

December 2023

CONTENTS

CHAPTER 1: PURPOSE 1

CHAPTER 2: STATE ROAD 408 9

CHAPTER 3: STATE ROAD 414 22

CHAPTER 4: STATE ROAD 417 32

CHAPTER 5: STATE ROAD 429 50

CHAPTER 6: STATE ROAD 451 64

CHAPTER 7: STATE ROAD 453 75

CHAPTER 8: STATE ROAD 528 86

CHAPTER 9: STATE ROAD 538 100

CHAPTER 10: RECOMMENDATIONS 101

LIST OF TABLES

TABLE 2.1 SR 408 High Intensity Opportunities and Constraints 12

TABLE 2.2 SR 408 Medium Intensity Opportunities and Constraints 15

TABLE 2.3 SR 408 Low Intensity Opportunities and Constraints 18

TABLE 3.1 SR 414 Medium Opportunities and Constraints 25

TABLE 3.2 SR 414 Low Intensity Opportunities and Constraints 28

TABLE 4.1 SR 417 North of SR 528 Opportunities and Constraints 36

TABLE 4.2 SR 417 South of 528 Opportunities and Constraints 37

TABLE 4.3 SR 417 North of 528 Opportunities and Constraints 40

TABLE 4.4 SR 417 North of 528 Opportunities and Constraints 41

TABLE 4.5 SR 417 North of 528 Opportunities and Constraints 44

TABLE 4.6 SR 417 South of 528 Opportunities and Constraints 45

TABLE 5.1 SR 429 High Intensity Opportunities and Constraints 53

TABLE 5.2 SR 429 Medium Intensity Opportunities and Constraints 56

TABLE 5.3 SR 429 Low intensity Opportunities and Constraints 59

TABLE 6.1 SR 451 Medium Intensity Opportunities and Constraints 67

TABLE 6.2 SR 451 Low Intensity Opportunities and Constraints 70

TABLE 7.1 SR 453 High Intensity Opportunities and Constraints 78

LIST OF TABLES

TABLE 7.2 SR 453 Medium Intensity Opportunities and Constraints 81

TABLE 8.1 SR 528 High Intensity Opportunities and Constraints 89

TABLE 8.2 SR 528 Medium Intensity Opportunities and Constraints 92

TABLE 8.3 SR 528 Low Intensity Opportunities and Constraints 95

LIST OF FIGURES

FIGURE 1.1 Overall System Map 1

FIGURE 1.2 Roadway Typology Legend 7

FIGURE 1.3 Landscape Intensities Defined 8

FIGURE 1.4 Opportunities and Constraints Defined 8

FIGURE 2.1 SR 408 Overall Corridor 10

FIGURE 2.2 SR 408 Landscape Intensity 11

FIGURE 2.3 SR 408 High Intensity 12

FIGURE 2.4 SR 408 Medium Landscape Intensity 15

FIGURE 2.5 SR 408 Low Landscape Intensity 18

FIGURE 2.6 SR 408 Overall Takeaways 20

FIGURE 3.1 SR 414 Overall Corridor 23

FIGURE 3.2 SR 414 Landscape Intensity 24

FIGURE 3.3 SR 414 Medium Intensity 25

FIGURE 3.4 SR 414 Low Intensity 28

FIGURE 3.5 SR 414 Overall Takeaways 30

FIGURE 4.1 SR 417 Overall Corridor 33

FIGURE 4.2 SR 417 Landscape Intensity North of SR 528 34

LIST OF FIGURES

FIGURE 4.3 SR 417 Landscape Intensity South of SR 528 35

FIGURE 4.4 SR 417 High Intensity North of SR 528 36

FIGURE 4.5 SR 417 Landscape Intensity South of SR 528 37

FIGURE 4.6 SR 417 Medium Intensity North of SR 528 40

FIGURE 4.7 SR 417 Medium Intensity South of SR 528 41

FIGURE 4.8 SR 417 Low Intensity North of SR 528 44

FIGURE 4.9 SR 417 Low Intensity South of SR 528 45

FIGURE 4.10 SR 417 Overall Takeaways 48

FIGURE 5.1 SR 429 Overall Corridor 51

FIGURE 5.2 SR 429 Landscape Intensity 52

FIGURE 5.3 SR 429 High Intensity 53

FIGURE 5.4 SR 429 Medium Intensity 56

FIGURE 5.5 SR 429 Low Intensity 59

FIGURE 5.6 SR 429 Overall Takeaways 62

FIGURE 6.1 SR 451 Overall Corridor 65

FIGURE 6.2 SR 451 Landscape Intensity 66

FIGURE 6.3 SR 451 Medium Intensity 67

LIST OF FIGURES

FIGURE 6.4 SR 451 Low Intensity 70

FIGURE 6.5 SR 451 Overall Takeaway 73

FIGURE 7.1 SR 453 Overall Corridor 76

FIGURE 7.2 SR 453 Landscape Intensity 77

FIGURE 7.3 SR 453 High Intensity 78

FIGURE 7.4 SR 453 Medium Intensity 81

FIGURE 7.5 SR 453 Overall Takeaways 84

FIGURE 8.1 SR 528 Overall Corridor 87

FIGURE 8.2 SR 528 Landscape Intensity 88

FIGURE 8.3 SR 528 High Intensity 89

FIGURE 8.4 SR 528 Medium Intensity 92

FIGURE 8.5 SR 528 Low Intensity 95

FIGURE 8.6 SR 528 Overall Takeaways 98

FIGURE 10.1 Systemwide Intensity Diagram 102

FIGURE 10.2 Carbon Sequestration Diagram 114

FIGURE 10.3 Wildlife Corridors of Central Florida 115

LIST OF IMAGES

IMAGE 2.1 SR 408 at Hiawassee Mainline Plaza 13

IMAGE 2.2 SR 408 at S Tampa Ave 13

IMAGE 2.3 SR 408 at N Ortman Dr 14

IMAGE 2.4 SR 408 at N Ortman Dr 14

IMAGE 2.5 SR 408/SR 50 Interchange 16

IMAGE 2.6 SR 408/SR 417 Interchange 16

IMAGE 2.7 SR 408/SR 435 Interchange 17

IMAGE 2.8 SR 408/US 441 Interchange 17

IMAGE 2.9 SR 408 at Winter Garden Rd 19

IMAGE 2.10 SR 408 at Winter Garden Rd 19

IMAGE 3.1 SR 414 at Coral Hills Mainline Gantry 26

IMAGE 3.2 SR 414 at E Keene Rd 26

IMAGE 3.3 SR 414 at E Keene Rd 27

IMAGE 3.4 SR 414 at Hiawassee Rd 27

IMAGE 3.5 SR 414/US 441 Interchange 29

IMAGE 3.6 SR 414/US 441 Interchange 29

IMAGE 4.1 SR 417 at International Dr 38

LIST OF IMAGES

IMAGE 4.2 SR 417 at Curry Ford Mainline Gantry 38

IMAGE 4.3 SR 417 at Boggy Creek Mainline Plaza 39

IMAGE 4.4 SR 417 at Curry Ford Rd 39

IMAGE 4. 5 SR 417 at University Blvd 42

IMAGE 4.6 SR 417 at LeeVista Blvd 42

IMAGE 4.7 SR 417 at Lake Nona Blvd 43

IMAGE 4.8 SR 417 at Lake Nona Blvd 43

IMAGE 4.9 SR 417/SR 423 Interchange 46

IMAGE 4.10 SR 417/Dowden Rd 46

IMAGE 4.11 SR 417 at Moss park RP 47

IMAGE 4.12 SR 417 at Moss Park Rd 47

IMAGE 5.1 429 at New Independence Mainline Gantry 54

IMAGE 5.2 429 at New Independence Mainline Gantry 54

IMAGE 5.3 429 at New Independence Mainline Gantry 55

IMAGE 5.4 SR 429 at Mt Plymouth Mainline Gantry 55

IMAGE 5.5 SR 429 at Porter Rd 57

IMAGE 5.6 SR 429 at Claracona Ocoee Rd 57

LIST OF IMAGES

IMAGE 5.7 SR 429 at Winter Garden Vineland 58

IMAGE 5.8 SR 429 at Franklin St 58

IMAGE 5.9 SR 429 at Schofield Rd 60

IMAGE 5.10 SR 429 at Schofield Rd 60

IMAGE 5.11 SR 429 at Kelly Park Rd 61

IMAGE 5.12 SR 429 at Kelly Park Rd 61

IMAGE 6.1 SR 451 at SR 414 Interchange 68

IMAGE 6.2 SR 451 at SR 414 Interchange 68

IMAGE 6.3 SR 451 at Marshall Lake Rd 69

IMAGE 6.4 SR 451 at SR 441 Interchange 69

IMAGE 6.5 SR 451 at Ocoee Apopka Rd 71

IMAGE 6.6 SR 451 at Ocoee Apopka Rd 71

IMAGE 6.7 SR 451 at John Rd 72

IMAGE 6.8 SR 451 at John Rd 72

IMAGE 7.1 SR 453 Coronado Toll Gantry 79

IMAGE 7.2 SR 453 Coronado Toll Gantry 79

IMAGE 7.3 SR 453 at HWY 46 Interchange 80

LIST OF IMAGES

IMAGE 7.4 SR 453 at HWY 46 Interchange 80

IMAGE 7.5 SR 453 at HWY 429 Interchange 82

IMAGE 7.6 SR 453 at HWY 429 Interchange 82

IMAGE 7.7 SR 453 at HWY 429 Interchange 83

IMAGE 8.1 SR 528 / 436 Interchange 90

IMAGE 8.2 SR 528 / 436 Interchange 90

IMAGE 8.3 SR 528 / 436 Interchange 91

IMAGE 8.4 SR 528 / 436 Interchange 91

IMAGE 8.5 SR 528 / Goldenrod Rd 93

IMAGE 8.6 SR 528 / Goldenrod Rd 93

IMAGE 8.7 SR 528 / SR 417 Interchange 94

IMAGE 8.8 SR 528 / Conway Rd 94

IMAGE 8.9 SR 528 / Innovation Way 96

IMAGE 8.10 SR 528 / Dallas Mainline Gantry 96

IMAGE 8.11 SR 528 / Innovation Way 97

IMAGE 8.12 SR 528 / SR 520 97

CHAPTER 1: PURPOSE

This study aims to evaluate and map the condition of landscapes along the Central Florida Expressway (CFX) to improve maintenance, safety, and overall aesthetics. The study will provide a systemwide landscape assessment and suggest innovative strategies for sustainable landscape improvements. The goal is to align with CFX's vision of being a top-tier mobility network.

Investing in the landscape parallels traditional road infrastructure investment. It involves identifying maintenance needs, determining investment priorities, and improving safety. By understanding the condition and lifespan of existing assets, CFX can strategically plan updates within budget constraints, and recognize the roadside as a crucial interface in the larger ecosystem is integral to this approach.

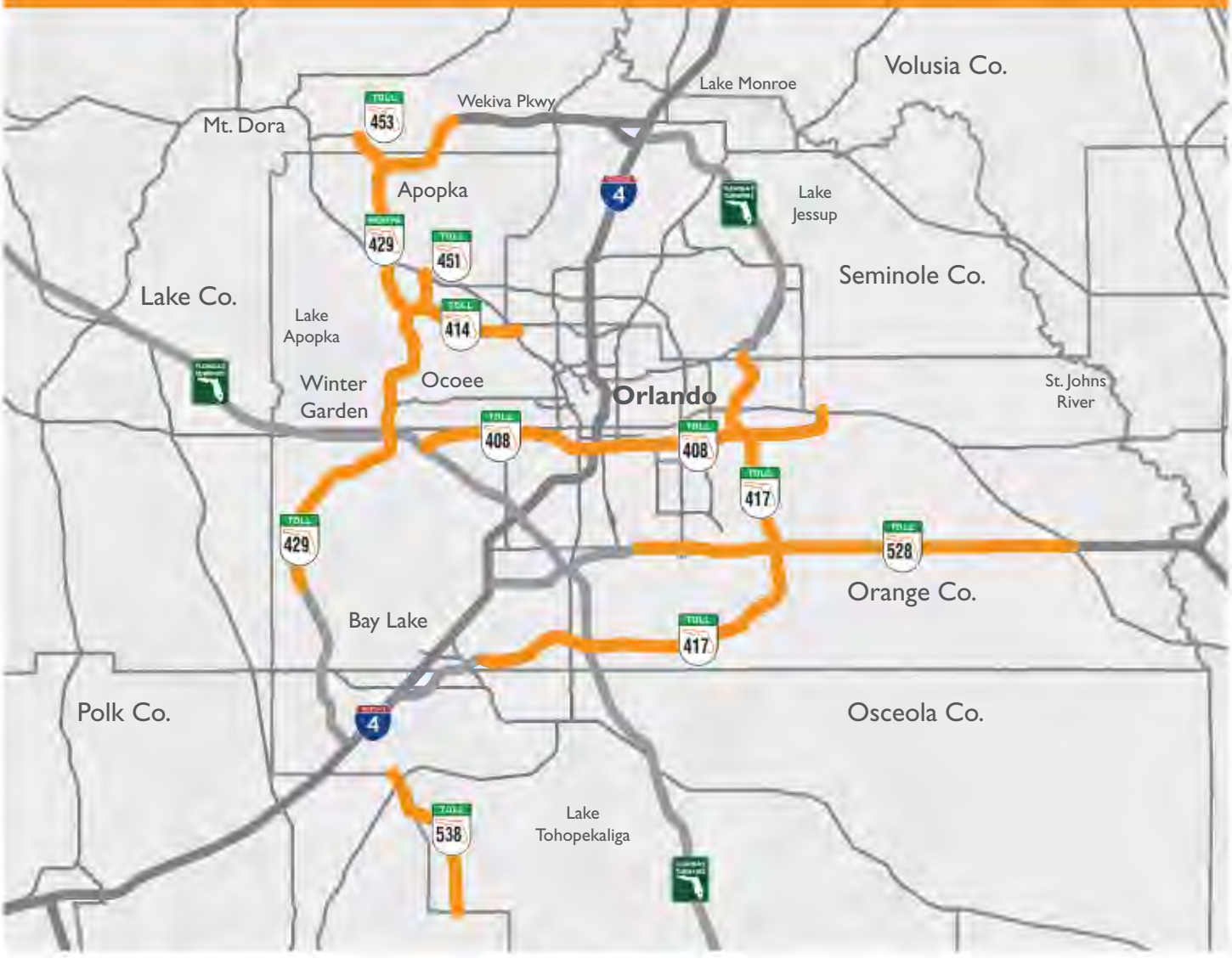


Figure 1.1 Overall System Map

WHO?

CFX is committed to developing and maintaining a world-class mobility network while balancing and supporting sustainable landscaping through environmentally sensitive planning, design, and maintenance practices.

Source: cfxway.com

WHAT?

CFX is 30 years into the program and as Central Florida continues to grow CFX supports the responsible use and protection of the natural environment through conservation and responsible management practices.

Source: cfxway.com

WHY?

CFX is a customer driven organization that connects people to places and makes regional travel easier while providing an enhanced, safe travel experience.

Goals of the CFX landscape sustainability initiative include:

- **Reduce water consumption.**
- **Minimize chemical applications.**
- **Reduce erosion.**
- **Reduce maintenance.**
- **Be aesthetically pleasing.**

Source: cfxway.com

Achieving sustainable roadside landscapes begins by assessing the current state and evaluating its performance and maintenance. Roadside landscapes should not only be visually appealing to enhance the driving experience but also function as living ecosystems. They should support local flora and fauna, use resources efficiently, and celebrate the unique characteristics of the region.

HOW TO USE THIS GUIDE

The report outlines current conditions and strategies for integrating sustainable roadside landscapes into the project decision-making process. Organized by expressways, the guide's Chapters 2 through 9 delve into specific corridors, providing segment inventory, typology intensity studies, and opportunities and constraints studies in each chapter.

The last chapter summarizes key findings and recommendations, emphasizing trade-offs involved in designing and maintaining sustainable roadsides—issues that should be addressed early in project planning. The appendix contains a summary of interviews conducted by Dix.Hite with CFX staff and GEC consultants.

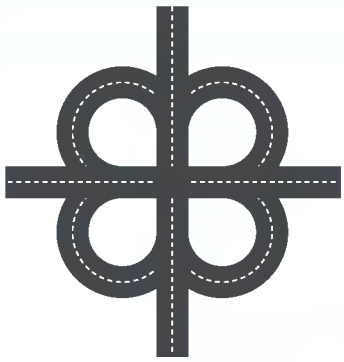
METHODOLOGY

The study covers 125 centerline miles, including 73 interchanges, 14 toll plazas, 5 gantries, 71 ramp plazas, 5 ramp gantries, and 346 bridges across eight expressways in Lake and Orange Counties. Notably, landscaping along SR 538 in Osceola County within CFX R/W was not assessed in this report as the final landscaping was not yet in place.

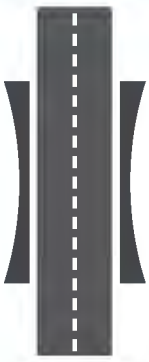
Dix.Hite conducted field reviews to evaluate existing landscape conditions, identify opportunities and constraints, and verify issues across the system. Geospatial mapping software and an ArcGIS Survey123 matrix were used to study each corridor before the field reviews. The systemwide landscape assessment was categorized by roadway typologies and evaluated in the field, with landscape intensity classified accordingly. (See Figures 1.2 and 1.3 for reference.)

TYPOLOGIES

The concept of roadway typology defines the role of roadway elements in their context and function. These typologies were used as the basis for creating a classification system to evaluate the adjacent landscape within CFX R/W.



INTERCHANGE



BRIDGE

MAINLINE GANTRY

RAMP TOLL PLAZA

CORRIDOR

Figure 1.2 Roadway Typology Legend

LANDSCAPE INTENSITY

Each typology was evaluated in the field and classified by landscape intensity.

HIGH INTENSITY: Lush landscapes with extensive planting demand significant maintenance efforts. These premium areas exude elegance and make a substantial impact, featuring a blend of vibrant colors and varied textures. An example is the 528/436 interchange.

MEDIUM INTENSITY: Combining elegance and informality, this approach offers accent treatment and buffering with a balanced need for lower maintenance. It usually involves canopy and straightforward understory plantings. An example is the 408/417 interchange.

LOW INTENSITY: Cost-effective and straightforward, typically mown bahia grass with occasional clusters of canopy or palm trees.

Figure 1.3 Landscape Intensities Defined

OPPORTUNITIES/CONSTRAINTS

Both common and distinctive landscape conditions within the right-of-way were observed and documented, in the field, as opportunities and constraints.

OPPORTUNITIES: Favorable aspects that provide a chance for progress or success. They also include situations that are currently working well—existing conditions that can be built upon, leveraging the foundation of already established infrastructure or positive elements. Identifying and utilizing these opportunities is crucial for achieving sustainability goals.

CONSTRAINTS: Limitations or restrictions that create obstacles and restrict what can be done in a given situation. They indicate what is not working or pose limitations to making something work, highlighting areas where improvement or a solution is needed.

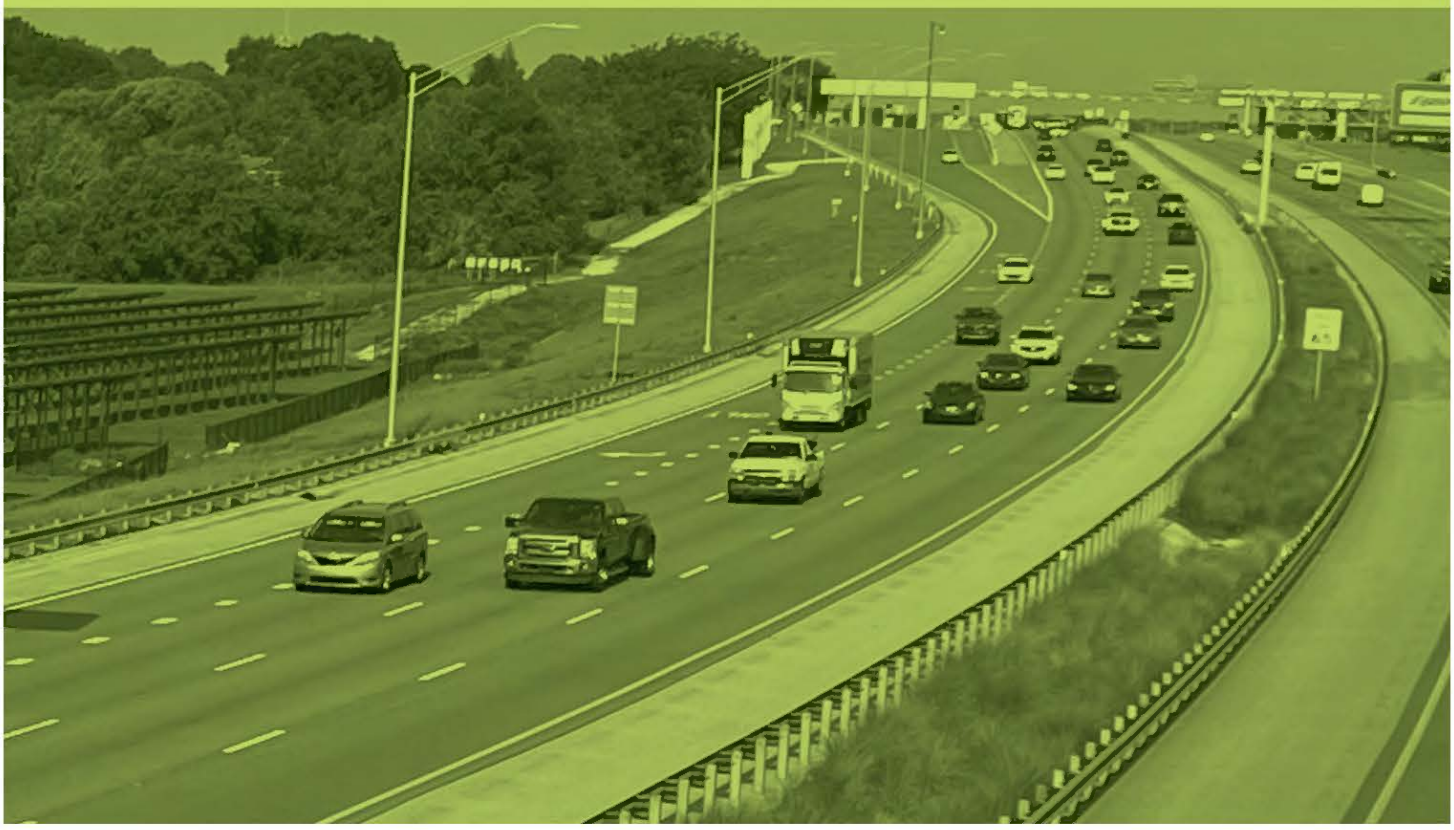
Figure 1.4 Opportunities and Constraints Defined

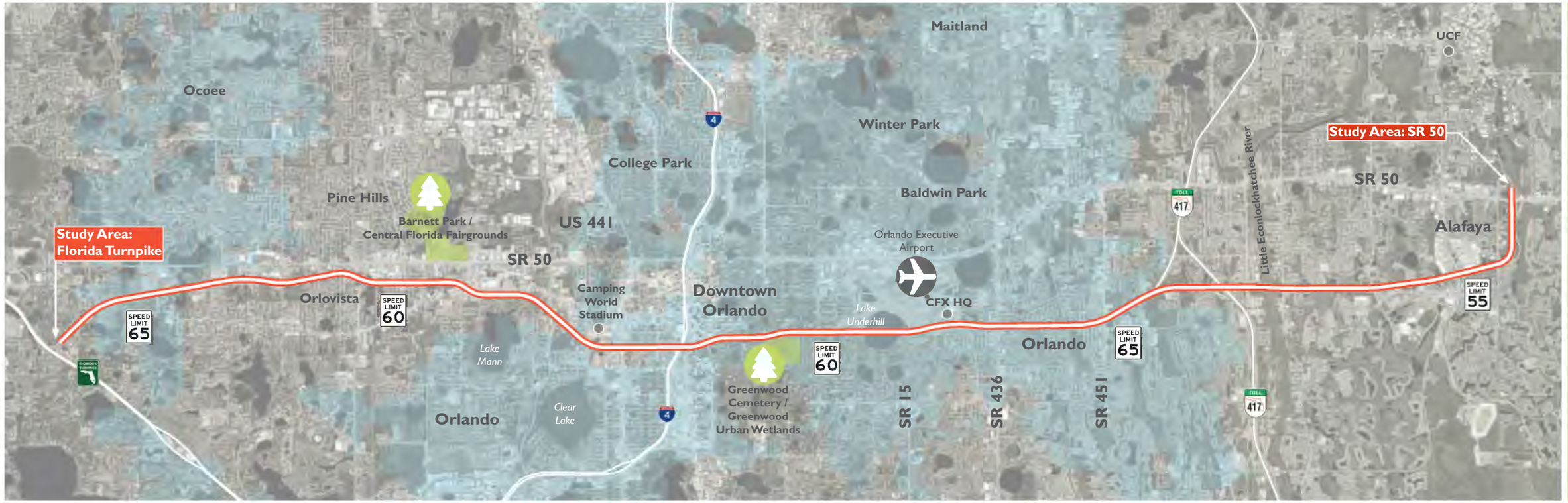
CHAPTER 2:
SR 408 CORRIDOR

The 408 stands out as the landscape focal point within the CFX system. Stretching from east to west, it provides a refreshing break from the congested arterials and the grid-like local network, gracefully traversing over local surface streets. Holistically and experientially, the 408 is the most richly landscaped, showcasing distinct hardscape features that mirror the urban context.

In the corridor core, spanning from the I-4 interchange to SR 436, the landscape experience is marked by striking and sculptural median plantings, with the canopy crowning above the screen walls. The surface street edge and bridges shine in this area, with the landscape rising from stepped terraces, offering a softer touch to adjacent communities adorned with mature canopy. While traffic hums above, the elevated roadway minimizes disturbances to the neighborhoods. These characteristics extend westward, with a shift in dynamics past the I-4 interchange, almost reaching Kirkman Road. Approaching the Turnpike from Kirkman Road, the landscape becomes more mature, featuring groves of pines. Buffer zones are created with a mix of pines, oaks, and varied understory. The canopy flourishes in this mature section of the corridor.

Moving eastward from SR 436 toward the 417, the drive relaxes as the expressway narrows and occasionally rises over cross streets. Younger plantings sweep past, and wetland thresholds create gateway moments, contributing to a sense of newness. As the 408 curves toward SR 50, the external landscape changes closer to the St. Johns River Floodplain. Cutting through a cypress dome, the stark rise of cypress trunks contrasts with the surrounding open views. This turn in the landscape evokes a sense of adventure—a journey to Playalinda, an exciting airboat ride, or the beginning of a new semester at UCF.





OVERALL CORRIDOR

Figure 2.1 SR 408 Overall Corridor

SR 408

AT A GLANCE

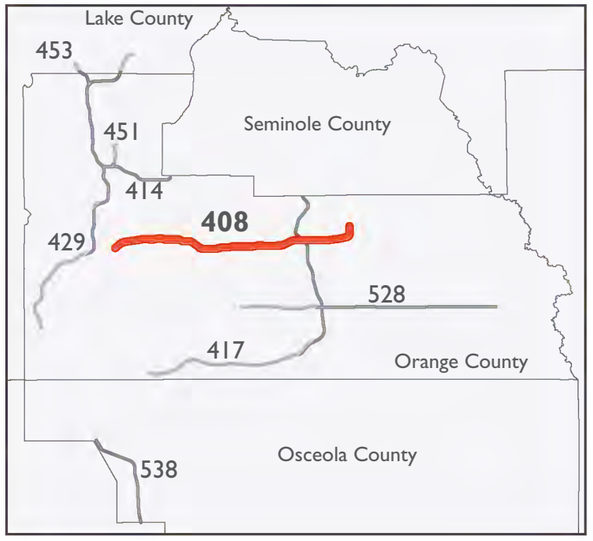
- The study area is 22 miles.
- Nickname: Spessard L. Holland Expressway
- The 408 expressway serves as the backbone of the CFX network, linking the west side of Orange County to the east side and ultimately terminating at SR 50.

Traffic Count:

- AADT: 97,500 (west of I-4)
- AADT: 170,000 (east of I-4 to SR 417)
- AADT: 82,750 (east of 417 to Rouse Rd)
- AADT: 55,250 (east of Rouse Rd)

Adjacent Character:

- Urban and suburban



Context Map

LEGEND

- SR 408 Study Corridor
- Major Roads
- Open Space
- Municipal Boundaries

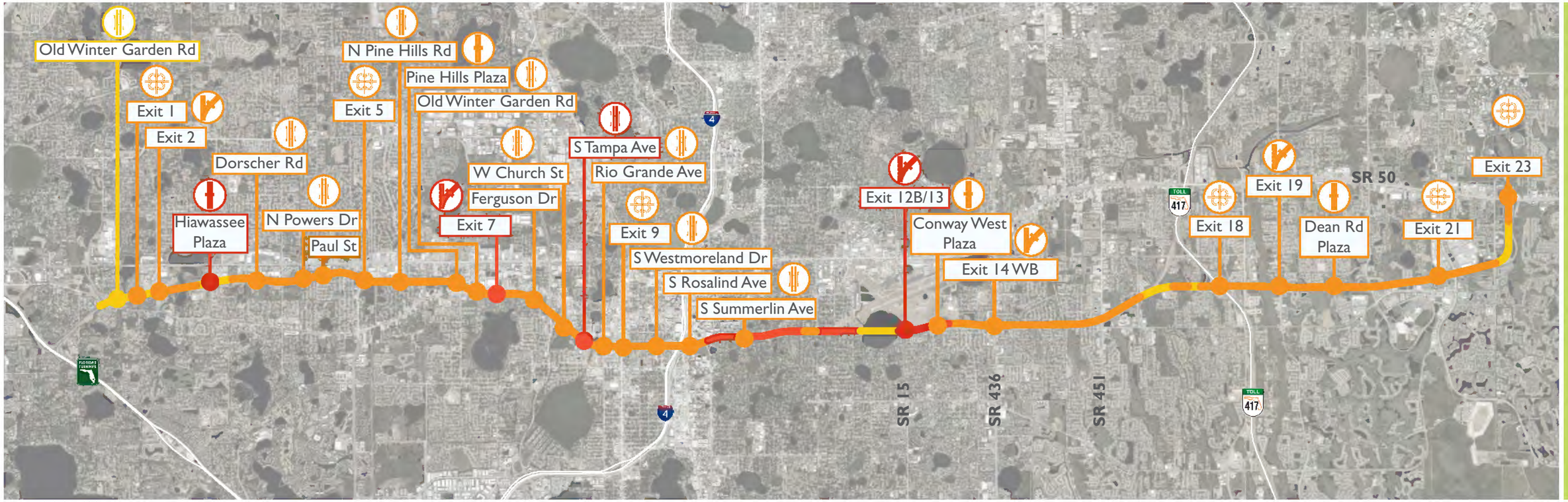


Figure 2.2 SR 408 Landscape Intensity

LANDSCAPE INTENSITY

Starting from the Turnpike, the 408 corridor features a mix of low-intensity landscaping in much of the suburban areas, with an increase in intensity at buffer zones adjacent to residential development. Interchanges and tolling facilities maintain a medium intensity, with some bridges incorporating canopy treatments, although this is not consistently applied. Moving from Good Homes Rd, the median along the corridor transitions to medium-intensity landscaping, continuing to Kirkman Rd. Medium intensity is reintroduced just east of the I-4 interchange to the Conway Rd interchange. Kirkman Rd serves as the gateway to the more urban profile of the roadway, with the Kirkman interchange designed with a typical treatment through Orlando to S Bumby Ave.

The landscape treatment resumes at Mercado Ave to S Goldenrod Rd, featuring terraced overpass features with medium-intensity landscaping at surface level streets. East of I-4, the Anderson and South St edges exhibit low-intensity canopy, with medium-intensity end caps at terminating streets like Osceola Ave and Hampton Ave. The 408/417 interchange is newly planted with medium-intensity landscaping that complements the existing canopy areas. As the corridor extends east into suburban Orlando, the landscape once again transitions to low intensity, with medium intensity at key interchanges, including the eastern terminus at SR 50.

TYPOLOGY AND INTENSITY LEGEND

INTERCHANGE | BRIDGE | MAINLINE TOLL GANTRY | TOLL RAMP | CORRIDOR

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Figure 2.3 SR 408 High Intensity

NOTES

High-intensity landscapes along SR 408 are found at mainline and ramp plazas, as well as in overpass treatments. The aesthetic quality and health of vegetation vary from poor to excellent.

Table 2.1 SR 408 High Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Good existing canopy is working, build on it • High intensity corridor with good buffer and surface street plantings • Hiawassee mainline plaza is one of the best landscape treatments - great canopy and sound wall treatment • Good median plantings in urban core	• Groundcover refresh needed in most areas • Erosion is a continuing issue • Muhly and cordgrass are not performing

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 2.1
SR 408 at Hiawassee Mainline Plaza

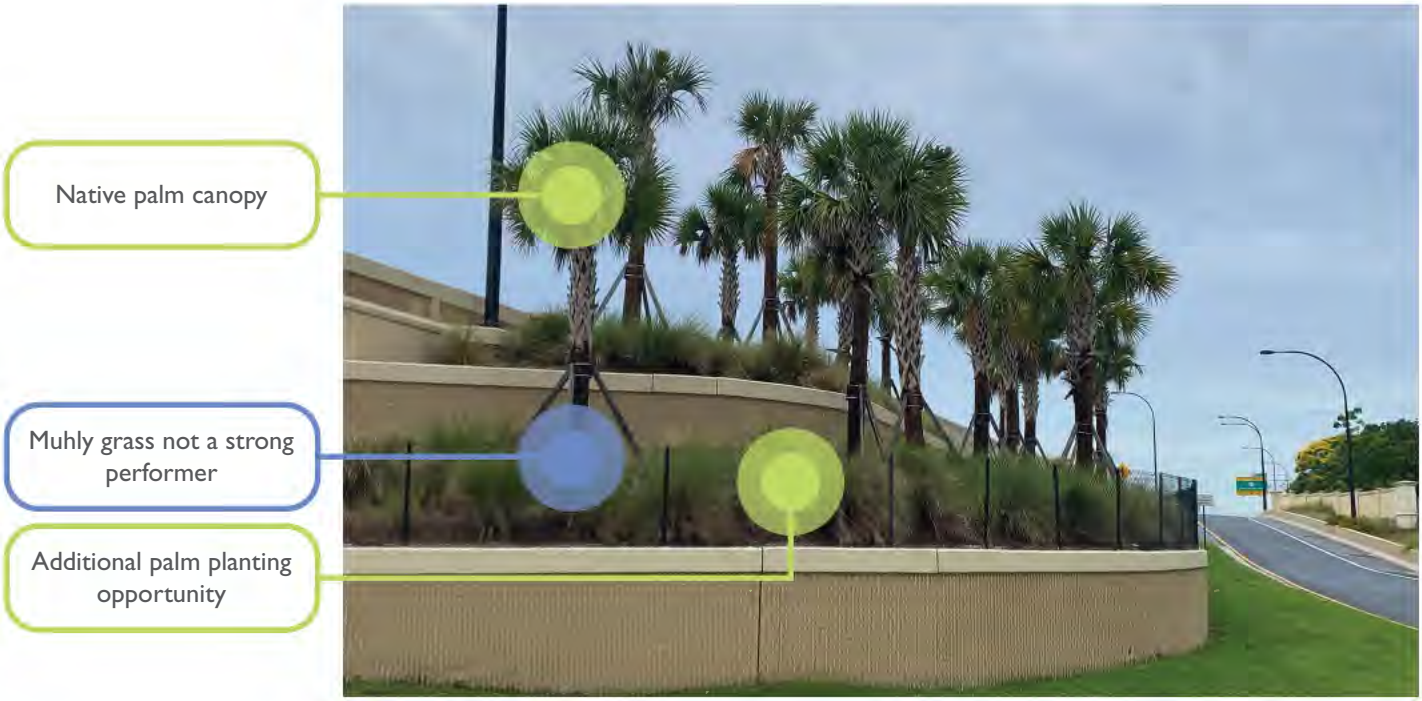


Image 2.2
SR 408 at S Tampa Ave

Image 2.3
SR 408 at N Ortman Dr

Image 2.4
SR 408 at N Ortman Dr

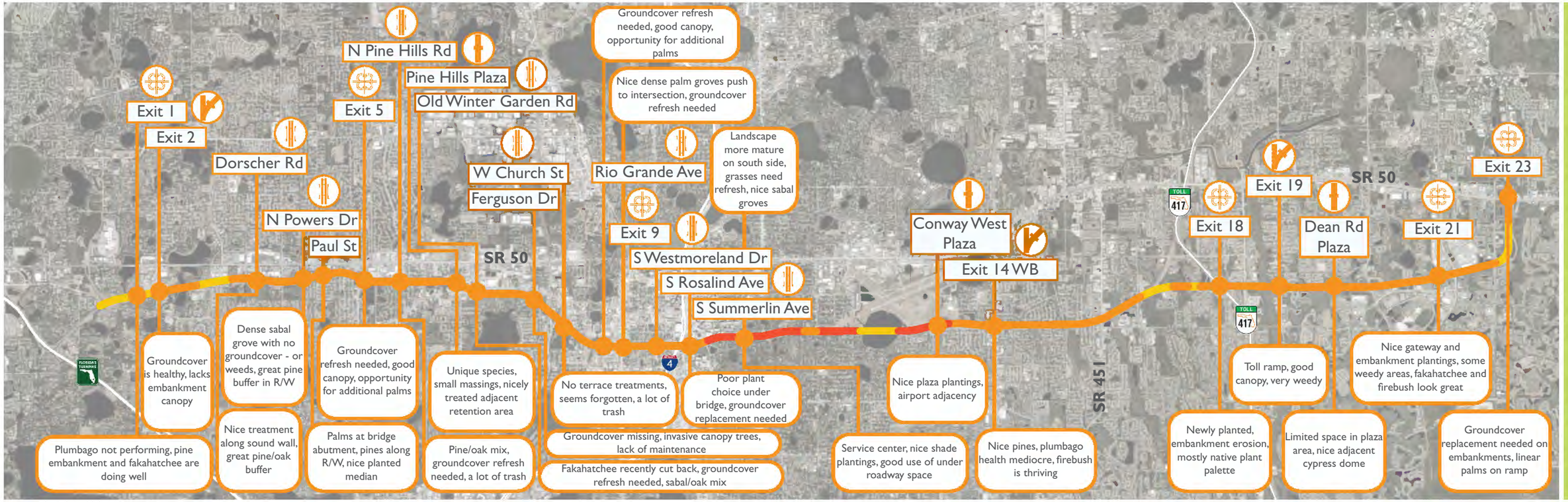


Figure 2.4 SR 408 Medium Landscape Intensity

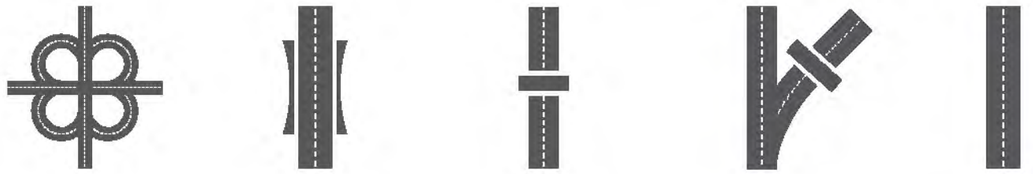
NOTES

Medium-intensity landscapes along SR 408 are present at the majority of facilities. The aesthetic quality and vegetative health span from poor to excellent.

Table 2.2 SR 408 Medium Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Good existing canopy and palms • The majority of facilities and surface street intersections have landscape treatment • Some standouts - firebush, saw palmetto, fakahatchee grasses • Nice adjacent landscapes at some locations - cypress dome and retention areas	• Groundcover refresh is needed at most locations • Poor maintenance at some locations • Embankment erosion

TYPOLOGY AND INTENSITY LEGEND



HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 2.5
SR 408/SR 50 Interchange

Image 2.6
SR 408/SR 417 Interchange

Image 2.7
SR 408/SR 435 Interchange

Image 2.8
SR 408/US 441 Interchange

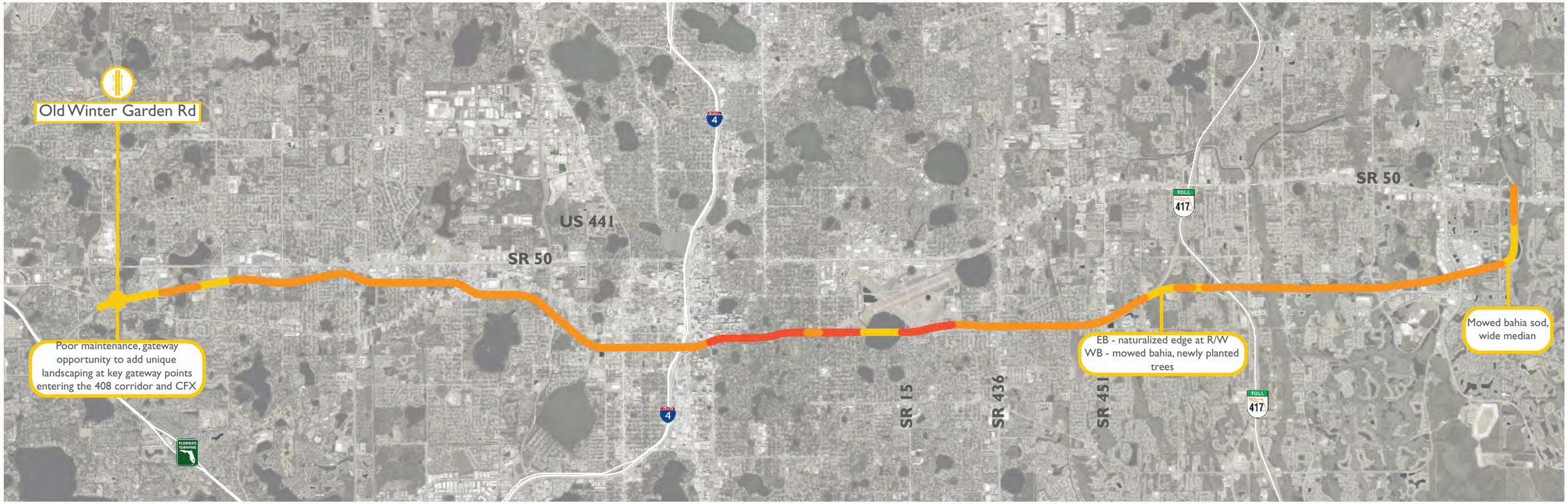


Figure 2.5 SR 408 Low Landscape Intensity

NOTES

Low-intensity landscapes along SR 408 are situated at the Turnpike end of the corridor, characterized by poor aesthetic quality and vegetative health.

Table 2.3 SR 408 Low Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Simple plant palette • Sod performing well • Opportunity for gateway to CFX • Vegetate corridor • Naturalize landscape where possible	• Poor maintenance

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 2.9
SR 408 at Winter Garden Rd

Image 2.10
SR 408 at Winter Garden Rd

SR 408 OVERALL TAKEAWAYS

- The 408 expressway stands out as the crown jewel of the CFX system.
- The mature canopy provides an excellent foundation for refreshing the ground plane landscape.
- Landscape buffering treatments are crucial for enhancing underserved areas, and maintenance efforts should align with this priority.
- The planted median creates a wonderful green ribbon effect.
- The shrub material is displaying signs of aging and is due for a renewal.
- The raised terracing and neighborhood screening showcase a healthy mature canopy, but there is a need for groundcover refresh.
- The surface street treatment peeks over the sound walls, creates intriguing landscape moments along the corridor.

Summary diagrams (Figure 2.6) visualize how each corridor scored in the field.

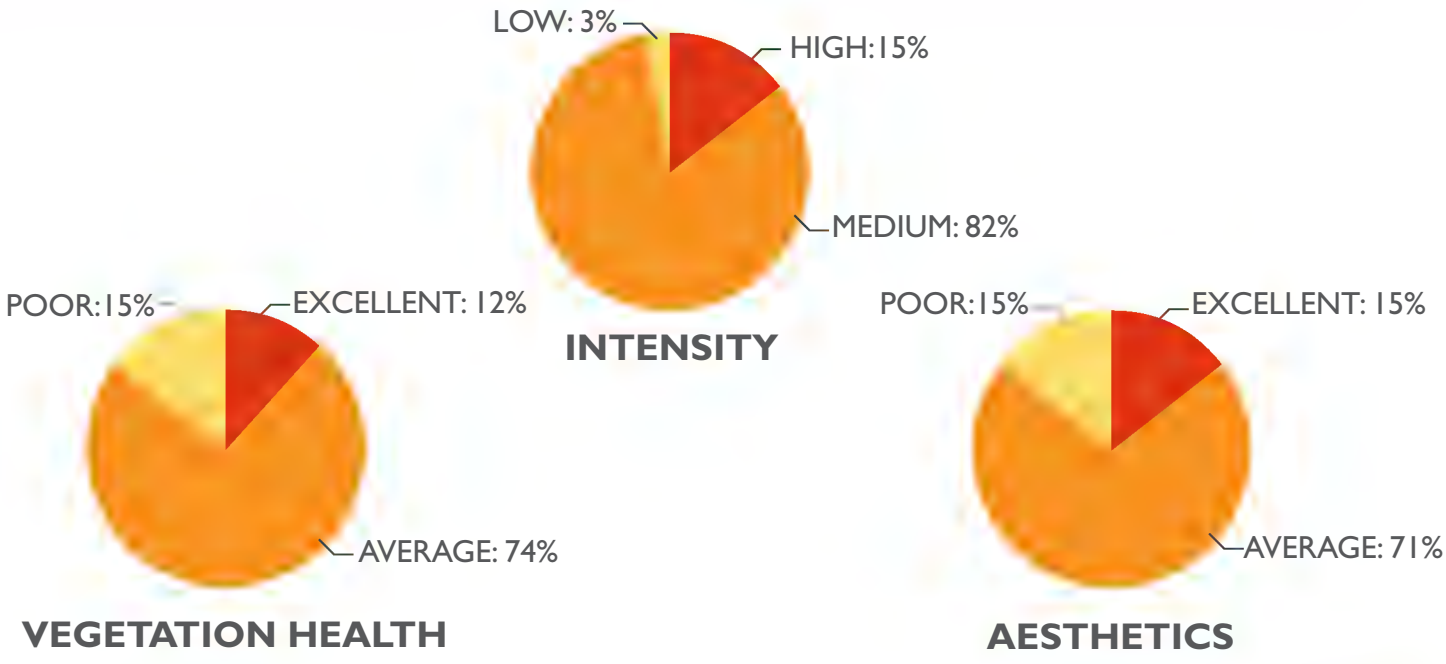


Figure 2.6 SR 408 Overall Takeaways

TYPICAL PLANT PALETTE

High Intensity Mix: Bald Cypress, Fakahatchee, Sweet Gum, Live Oak, Willow, Spartina, Red Cedar, Loquat, Magnolia, Coontie, Firecracker Plant, Bougainvillea, Crape Myrtle, Date Palm, Sweet Bay Magnolia, Red Maple, Slash Pine, Sabal Palm, Oleander, Tabebuia, Washington Palm, Pindo Palm.

Medium Intensity Mix: Sabal Palm, Live Oak, Saw Palmetto, Coontie, Jasmine, Plumbago, Slash Pine, Red Maple, Bald Cypress, Laurel Oak, Oleander, Walters Viburnum, Duck Potato, Wax Myrtle, Nandina, Indian Hawthorn, Florida Privet, Fakahatchee, Cord Grass

Low Intensity Mix: Mowed Grass, Slash Pine, Red Cedars, Sabal Palm

PLANT PALETTE COMMENTS

- Live oak, sabal palm, slash pine, and bald cypress canopies are established and in good health.
- Cedar trees are doing well on the east side.
- Cordgrass and muhly grass need to be refreshed.
- Fakahatchee is performing well.
- Existing groundcover plant material is reaching the end of life and ready for a refresh along the terracing and median through the urban core.
- Saw palmetto, firebush, and coontie are standouts in this segment.
- The newly planted 408/417 interchange is performing well.
- Maintenance will need to be an emphasis to keep the landscape healthy.

CHAPTER 3: SR 414 CORRIDOR

SR 414 extends south and east from the 429 to Maitland Boulevard, with a 3-mile shared section with the 429, designating it as an extension of the 429. The 414/429 interchange stands out with tightly planted groves of native trees and understory plantings adorning slopes, elegantly framing overpasses, ramps, and drainage basins. Occasionally, strategically placed oaks contribute to the emerging sculptural form of the canopy.

As you approach the 451 interchange, the consistent use of mixed groves persists and continues towards the toll gantry. This landscape treatment stands out for its simplicity and effectiveness, making it a notable feature within the CFX system. Continuing east on the 414, the greenhouses of Costa Farm come into view. The off ramps and edges along guardrails maintain the mixed canopy treatment, creating a pleasing visual experience as the expressway descends into Maitland Boulevard across the Orange Blossom Trail bridge.

Figure 3.1 SR 414 Overall Corridor

SR 414

AT A GLANCE

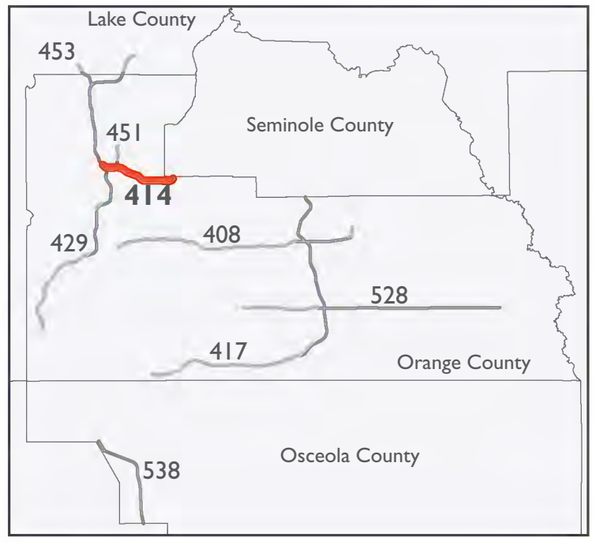
- The study area is approximately 6 miles.
- Nickname: John Land Apopka Expressway
- The elevated corridor improves access to Apopka, SR 429, I-4 and Maitland.

Traffic Count:

- AADT: 36,000

Adjacent Character:

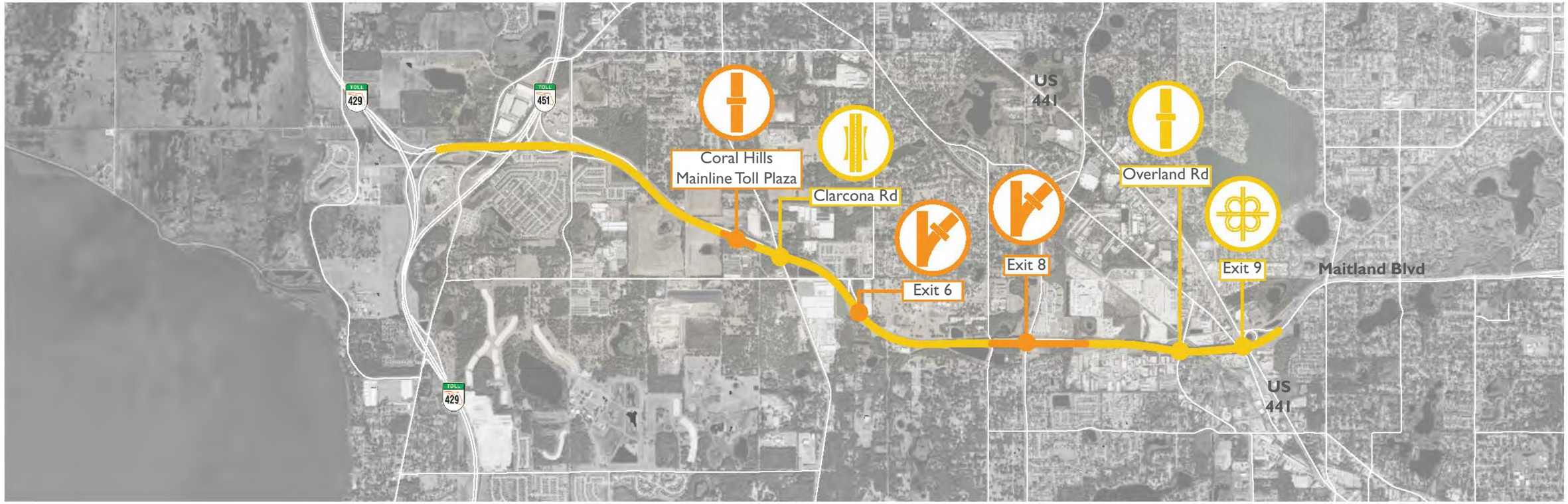
- Urban, suburban and rural



Context Map

LEGEND

- SR 414 Study Corridor
- Major Roads
- Municipal Boundaries
- Open Space



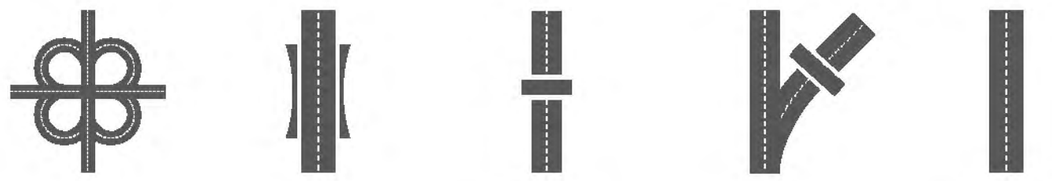
LANDSCAPE INTENSITY

Figure 3.2 SR 414 Landscape Intensity

LANDSCAPE INTENSITY

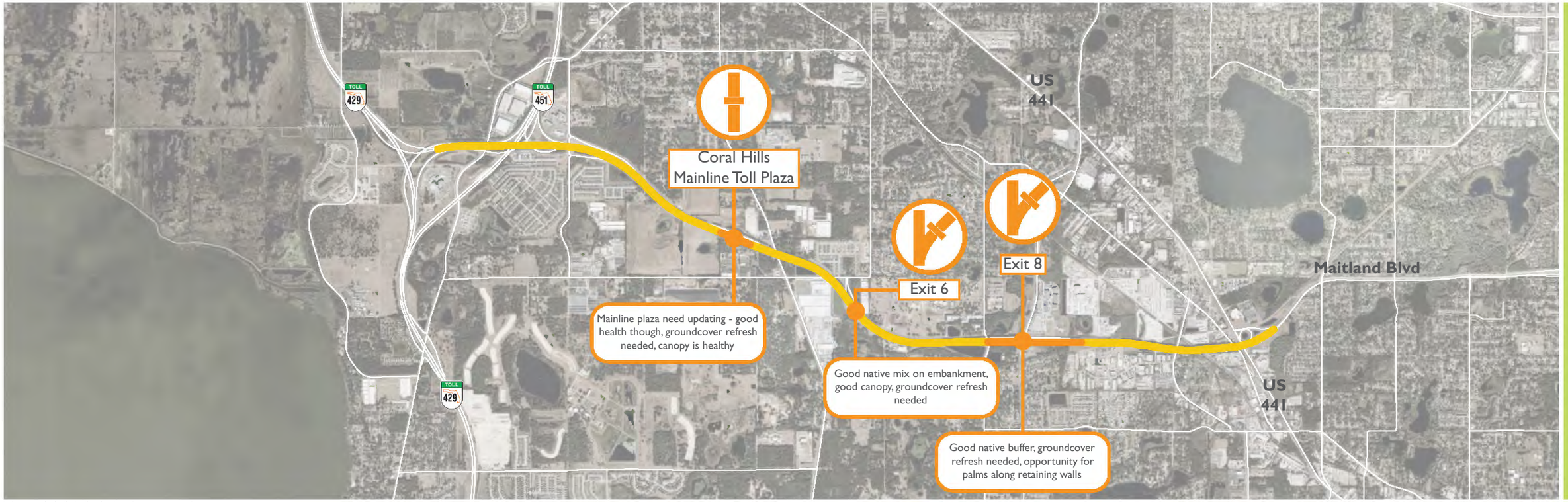
The 414/451 interchange highlights a medium-intensity pine forest, resembling the one observed at the 429/414 interchange, and incorporates edge buffer treatments. More comprehensive information about these interchanges can be found in other chapters. This predominantly low-intensity elevated corridor moves through rural and suburban areas in an east-west direction. Interchanges, toll facilities, and bridges typically incorporate medium-intensity landscape treatments. The terminus interchange at US 441 (Orange Blossom Trail) is characterized by low intensity and lacks landscape gateway features.

TYPOLOGY AND INTENSITY LEGEND



INTERCHANGE | BRIDGE | MAINLINE TOLL GANTRY | TOLL RAMP | CORRIDOR

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY



MEDIUM INTENSITY

Figure 3.3 SR 414 Medium Intensity

NOTES

The medium-intensity landscapes of SR 414 encompass the mainline toll plaza and toll ramps, exhibiting an average aesthetic quality and vegetative health.

Table 3.1 Medium Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Good existing canopy and palms • Good native mixes on embankments and buffer plantings	• Dated palette at mainline plaza • Spotty plant health • Groundcover refresh needed at most locations • Poor maintenance at some locations • Embankment erosion

TYPOLOGY AND INTENSITY LEGEND

INTERCHANGE | BRIDGE | MAINLINE TOLL GANTRY | TOLL RAMP | CORRIDOR

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 3.1
SR 414 at Coral Hills Mainline Gantry

Image 3.2
SR 414 at E Keene Rd

Image 3.3
SR 414 at E Keene Rd

Image 3.4
SR 414 at Hiawassee Rd

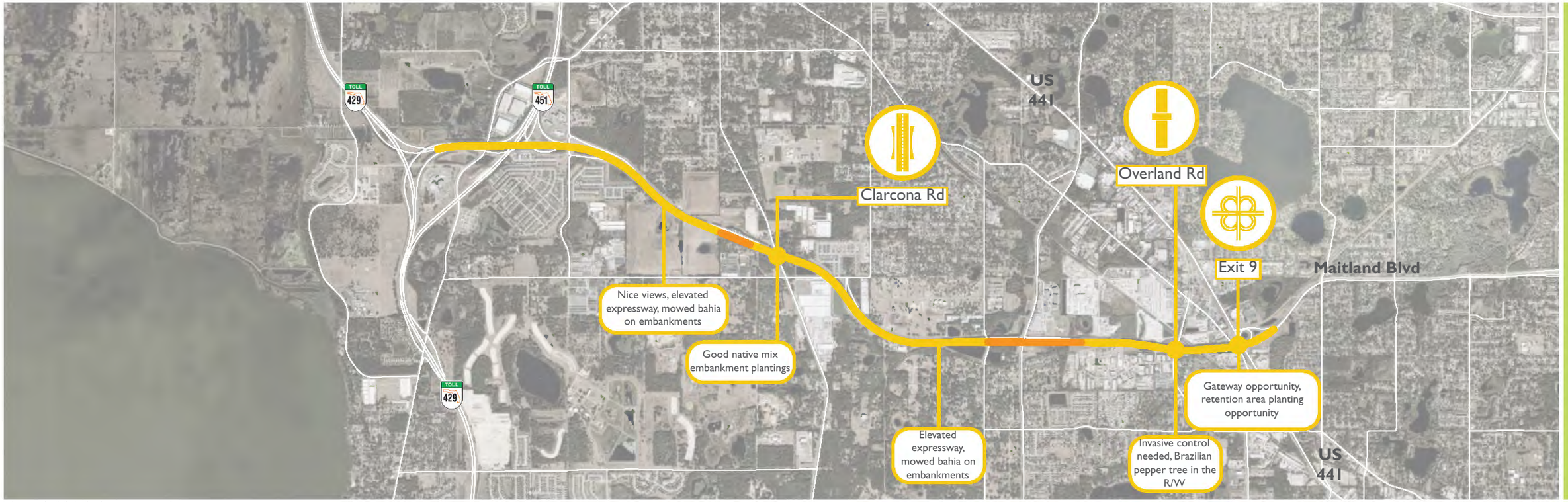


Figure 3.4 SR 414 Low Intensity

NOTES

The low-intensity landscapes of SR 414 incorporate the gateway opportunity at US 441, showing poor aesthetic quality and vegetative health.

Table 3.2 SR 414 Low Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Good existing canopy and palms • Good native mix at buffers • Gateway opportunity at 441 bridge • Vegetate corridor	• Invasive plant species control needed

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 3.5
SR 414/US 441 interchange

Image 3.6
SR 414/US 441 interchange

SR 414
OVERALL TAKEAWAYS

- The 414/429 interchange features tightly planted groves of native trees and understory planting that are full, healthy, and effective, particularly with the well-placed oak trees.
- The 414/451 interchange employs mixed groves, maintaining consistency along with the approach to the toll gantry. This simple and effective landscape treatment persists throughout the area.
- Open spaces with mown bahia present opportunities for landscape interventions.
- As you approach Maitland Blvd, the landscape treatment is kept to a minimum.
- There is an opportunity to extend the successful landscape strategies of the 414 to the US 441 gateway.

Summary diagrams (Figure 3.5) visualize how each corridor scored in the field.

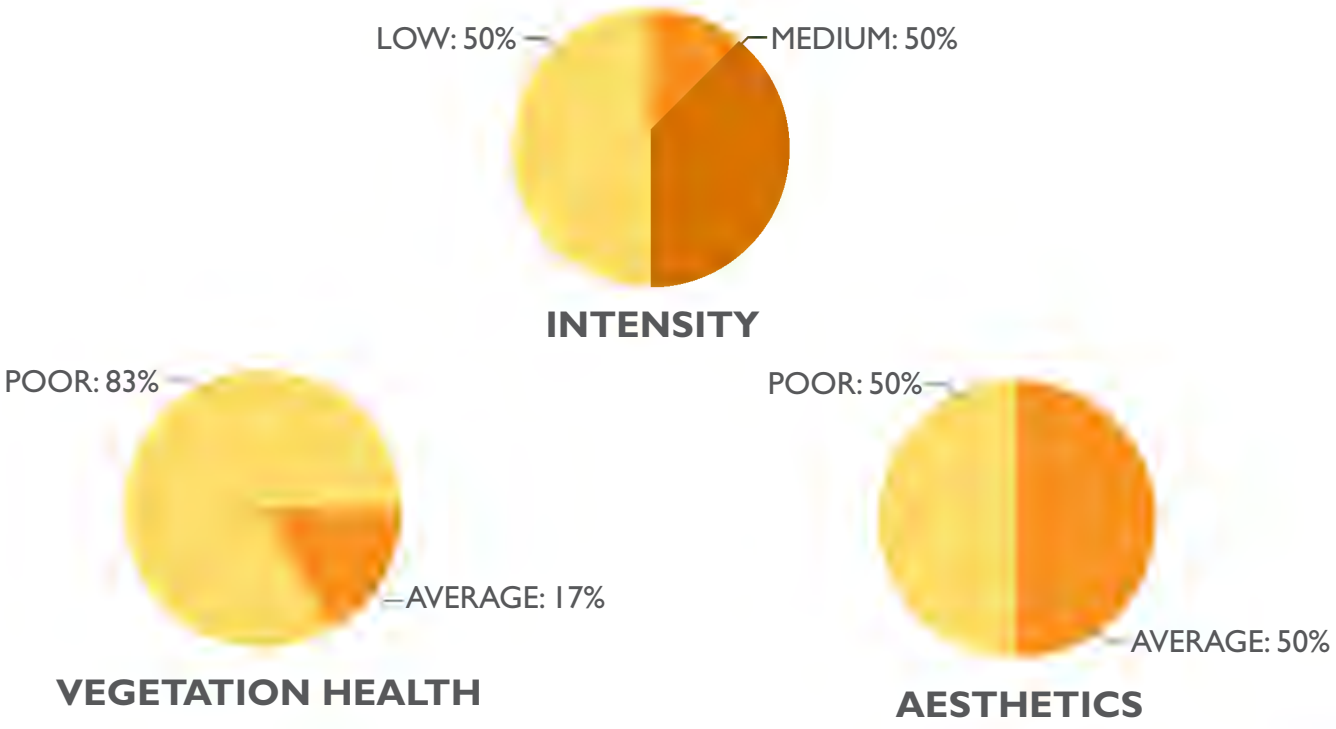


Figure 3.5 SR 414 Overall Takeaways

TYPICAL PLANT PALETTE

Medium Intensity Mix: Sabal Palm, Live Oak, Saw Palmetto, Coontie, Pine, Bald Cypress, Fakahatchee, Cordgrass, Fire Bush, Wax Myrtle, Plumbago, Jasmine, Walter's Viburnum, False Orchid

Low Intensity Mix: Mowed Grass, Sabal Palm, Slash Pine, Live Oak

PLANT PALETTE COMMENTS

- Live oak, sabal palm, and pine canopies are established and in good health.
- Cordgrass needs replacement.
- Existing groundcover plant material is reaching the end of life and ready for a refresh.
- Saw palmetto, firebush, and coontie are standouts in this segment.
- Good buffering achieved with wax myrtle and Walter's viburnum.

CHAPTER 4: SR 417 CORRIDOR

Driving on the Central Florida GreeneWay/417 provides a distinct sense of purpose, whether it's navigating home to various communities, heading towards the attraction area, or bypassing the hustle of Interstate 4 on a busy workday afternoon. The expressway, known for its smooth and efficient design, offers a diverse landscape experience.

In the northern stretch, the 417 exhibits a minimal and functional landscape. Pine and oak-filled forests line the right-of-way, with a well-defined mowed edge allowing understory species to thrive. Residential communities back up to the expressway, and tall screen walls, stark against the mown bahia grass, provide a buffer. Occasionally, oak buffers effectively screen adjacent industrial areas, and occasional wetlands offer a natural respite.

Heading south, the expressway opens up, and the landscape feels expansive. Power lines dominate the view, interrupted only by the occasional toll gantry. A notable landmark is the 417/528 interchange, a 30-year-old landscape inspired by natural ecology that still retains its allure. The canopy frames views as you approach, and the landscape becomes more open.

Approaching the airport, a plane landing is visible, and as the expressway curves westward, the VA Medical Center comes into full view across ranch land. The Boggy Creek interchange stands out with its striking green curves of bridge beams, marking the horizon. The borrowed view changes to open rangeland and cattle, with curved cypress domes rising and falling. Heavier landscaping surrounds the interchange.

Shingle Creek and its wetland system provide relief and compression, creating a transition before excitement builds with signs for the attractions. The journey terminates at the International Drive interchange, marked by a natural and bold landscape expression.

OVERALL CORRIDOR

Figure 4.1 SR 417 Overall Corridor

SR 417

AT A GLANCE

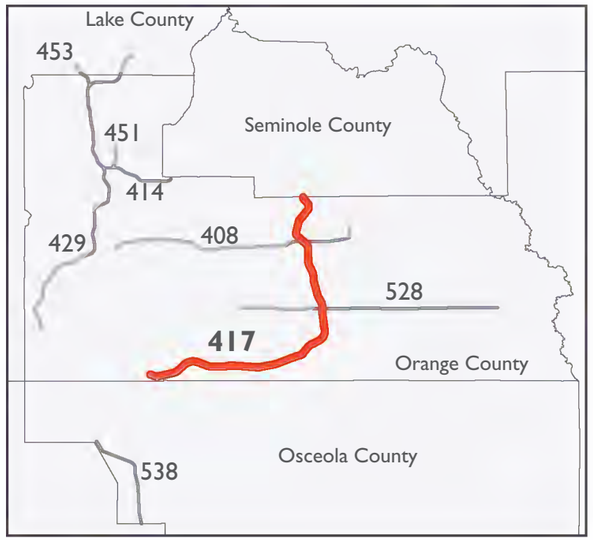
- The study area is 33 miles.
- Nickname: Central Florida GreeneWay
- The 55-mile expressway connects southeast Orlando with Sanford. CFX oversees the operation of 33 miles of the corridor, spanning from International Drive to Aloma Avenue at the Orange-Seminole County line.

Traffic Count:

- AADT: 100,000 (north of SR 528)
- AADT: 65,000 (south of SR 528)

Adjacent Character:

- Suburban and rural



Context Map

LANDSCAPE INTENSITY - NORTH OF SR 528

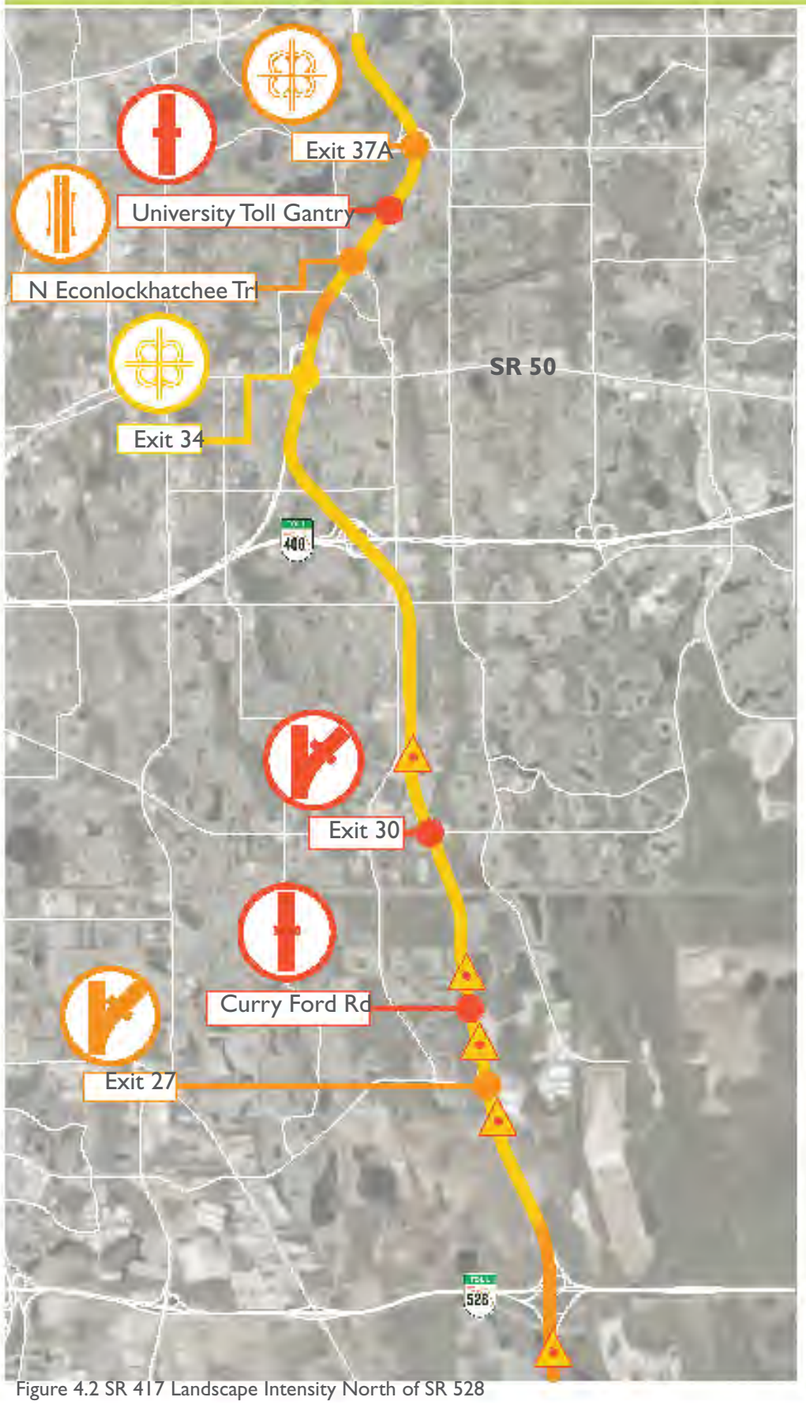


Figure 4.2 SR 417 Landscape Intensity North of SR 528

LANDSCAPE INTENSITY

Heading north, both the corridor and interchanges/bridges maintain a low-intensity landscape. The 417/528 interchange is characterized by medium intensity, featuring large existing canopy areas. Moving further north, the 417 becomes a mix of rural and suburban low-intensity corridor, with minimal medium-intensity toll plazas, interchanges, and bridges. The journey concludes at the medium-intensity gateway of the University Blvd interchange, toll plazas, and retention areas.

TYPOLOGY AND INTENSITY LEGEND

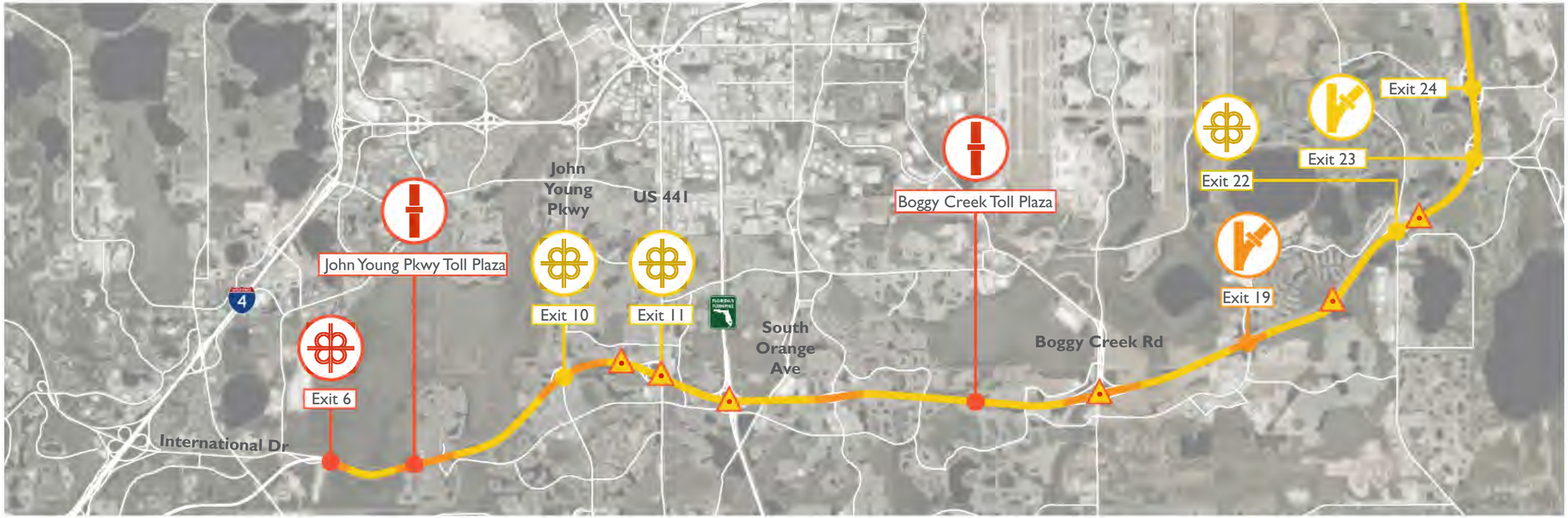


Figure 4.3 SR 417 Landscape Intensity South of SR 528

LANDSCAPE INTENSITY

At the International Dr interchange, the landscape of the 417 transforms into one of high intensity, featuring large masses of plant materials and pond plantings—a highly manicured design. As you move north, this quickly transitions to a low-intensity corridor with wetland and cypress dome adjacencies, picking up to a medium intensity at the John Young Pkwy mainline plaza. Construction is ongoing throughout this southern leg until reaching Boggy Creek Rd.

Much of the corridor passes through low-intensity natural areas and sub-urban adjacencies. The Boggy Creek Rd interchange is a medium-intensi-ty mix of preserved vegetative areas and planted canopy and groundcover.

TYPOLOGY AND INTENSITY LEGEND

Construction Alert

INTERCHANGE | BRIDGE | MAINLINE TOLL GANTRY | TOLL RAMP | CORRIDOR

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

HIGH INTENSITY - NORTH OF SR 528

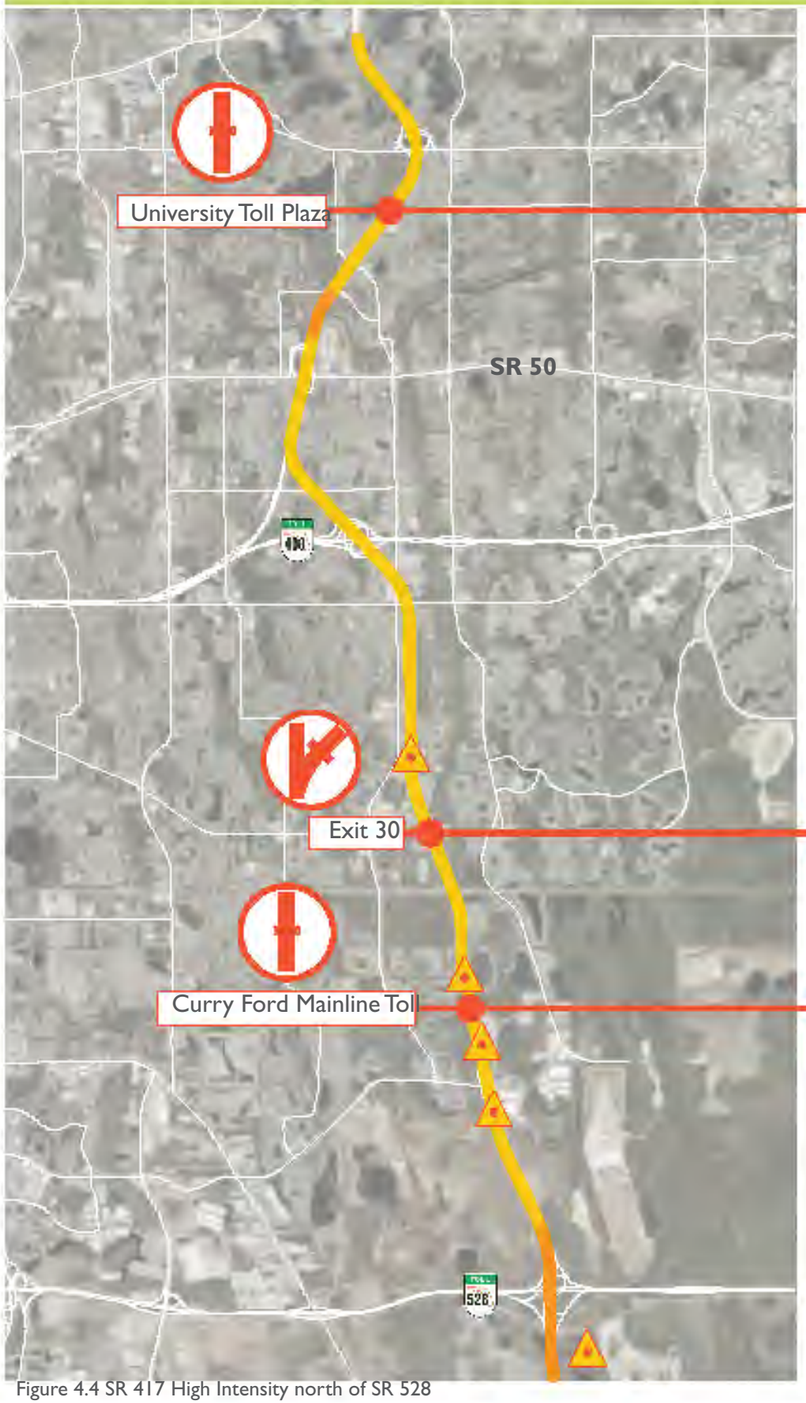


Figure 4.4 SR 417 High Intensity north of SR 528

NOTES

The high-intensity landscapes of SR 417 are present at mainline and ramp plazas, as well as interchanges. The aesthetic quality and vegetative health vary, ranging from average to excellent.

Table 4.1 SR 417 North of SR 528 Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Naturalized buffer treatment • Great established canopy • Plants are in good condition • Refresh groundplane • Gateway into Curry Ford could be used as an example for planting	• Expanses of sod • Plumbago is hidden from driver's view • Erosion • Lack of canopy by bridges

TYPOLOGY AND INTENSITY LEGEND

Figure 4.5 SR 417 Landscape Intensity South of SR 528

NOTES

The high-intensity landscapes along SR 417 are observed at mainline and ramp plazas and interchanges. The aesthetic quality and vegetative health within these areas vary, spanning from average to excellent.

Table 4.2 SR 417 South of 528 Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Diverse ecological presence established • Large canopy and bed areas • Well maintained landscapes • New sound walls	• Needing better maintenance and cohesive design approach • Groundcover is dated • Update plantings around till plazas • Erosion on embankment • Utility/construction work

Construction Alert

TYPOLOGY AND INTENSITY LEGEND

INTERCHANGE | BRIDGE | MAINLINE TOLL GANTRY | TOLL RAMP | CORRIDOR

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 4.1
SR 417 at International Dr

Image 4.2
SR 417 at Curry Ford Mainline Gantry

Image 4.3
SR 417 at Boggy Creek Mainline Plaza

Image 4.4
SR 417 at Curry Ford Rd

MEDIUM INTENSITY - NORTH OF SR 528

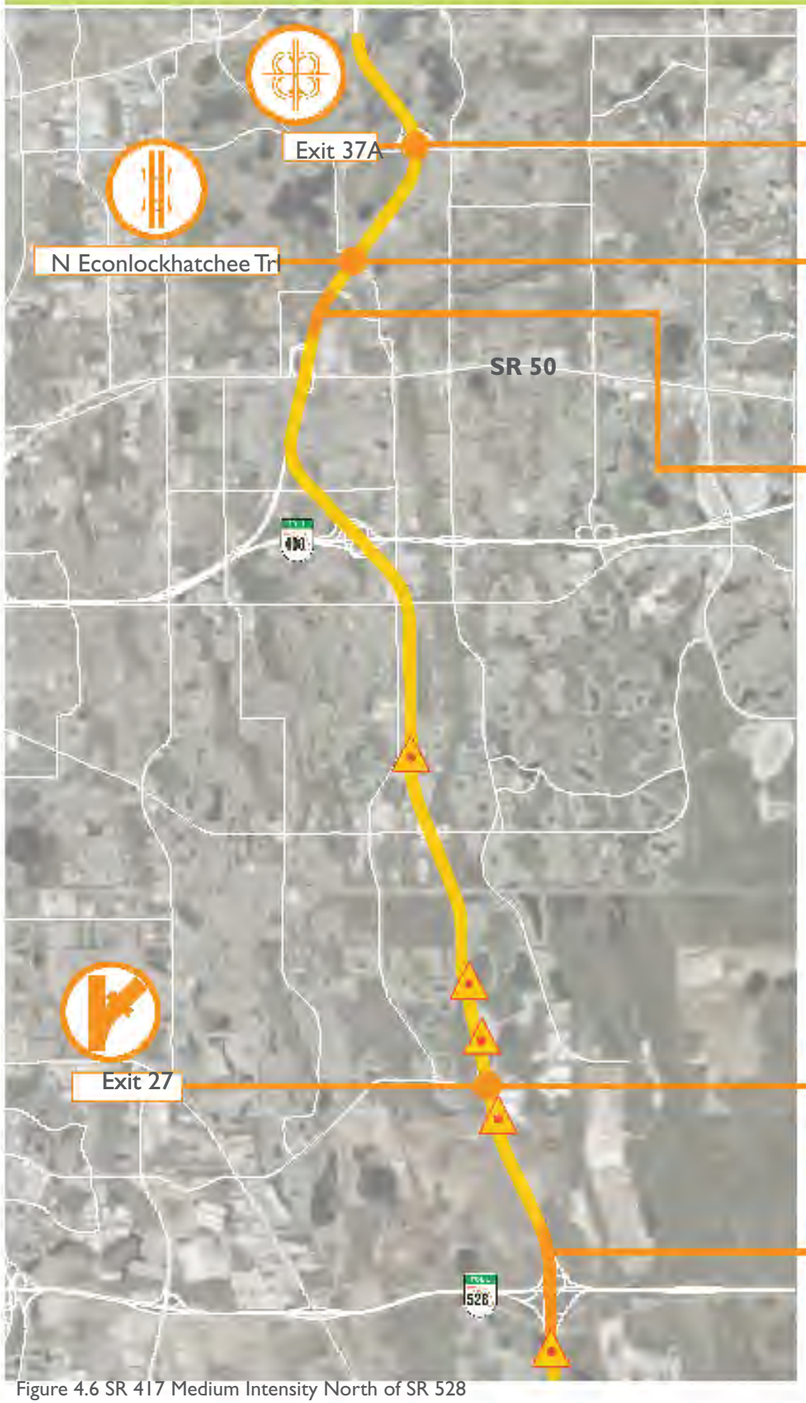


Figure 4.6 SR 417 Medium Intensity North of SR 528

NOTES

The medium-intensity landscapes along SR 417 are situated at ramp plazas, bridges, and interchanges. The aesthetic quality and vegetative health within these areas exhibit a spectrum ranging from poor to excellent.

Table 4.3 SR 417 North of 528 Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Great canopy • Borrowed views of adjacent wetland • Nice plant pallete established • Enhance littoral edge plantings • Refresh groundplane	• Groundplane needs to be updated • Firebush is overgrown under live oaks • Erosion on embankments • Steep, mowed littoral edge • Invasive plants

TYPOLOGY AND INTENSITY LEGEND

Figure 4.7 SR 417 Medium Intensity South of SR 528

NOTES

The medium-intensity landscapes along SR 417 are found at ramp plazas, bridges, and interchanges. Within these areas, the aesthetic quality and vegetative health vary, spanning from poor to excellent.

Table 4.4 SR 417 North of 528 Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Plants appear healthy • Great canopy • Grasses need to be refreshed • Gateway enhancements • Opportunity for plantings on embankment	• Below average maintenance • Construction on mainline

TYPOLOGY AND INTENSITY LEGEND

Construction Alert

INTERCHANGE | BRIDGE | MAINLINE TOLL GANTRY | TOLL RAMP | CORRIDOR

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 4.5
SR 417 at University Blvd

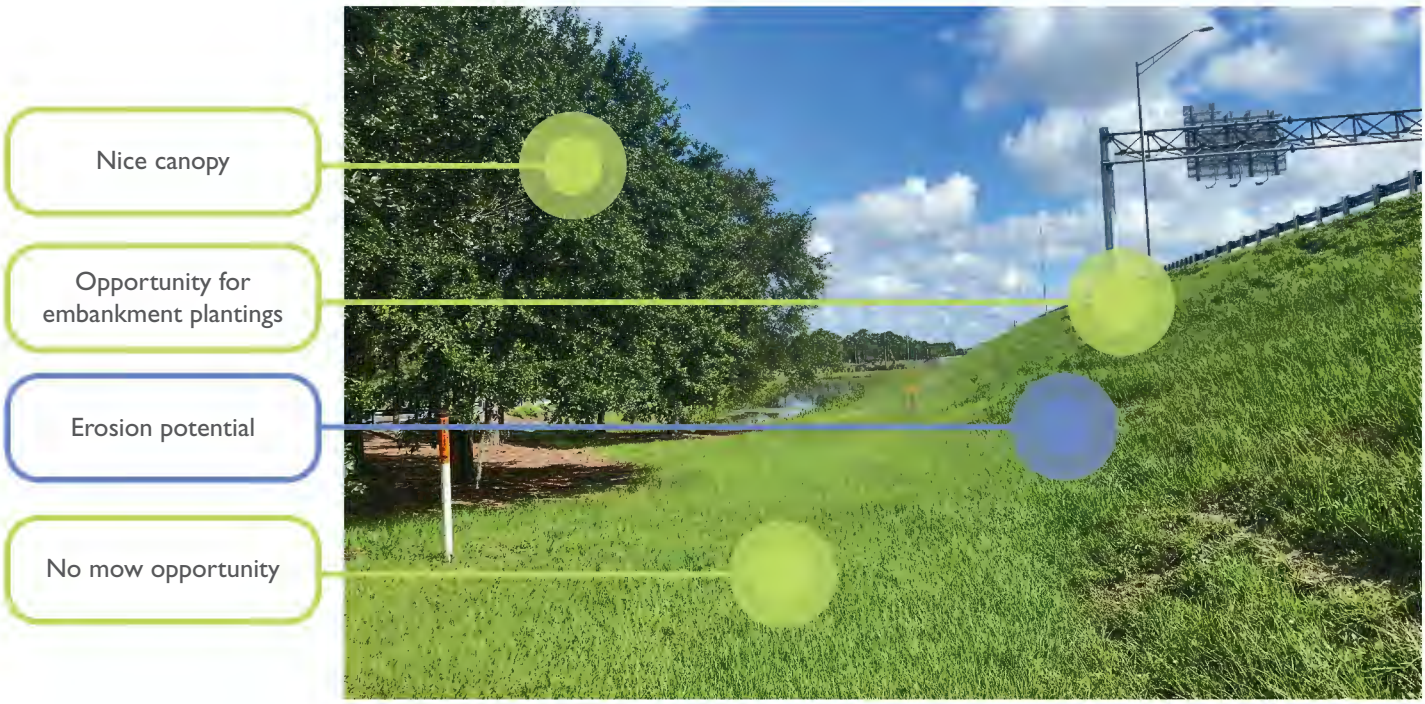


Image 4.6
SR 417 at LeeVista Blvd

Image 4.7
SR 417 at Lake Nona Blvd

Image 4.8
SR 417 at Lake Nona Blvd

LOW INTENSITY - NORTH OF SR 528

Figure 4.8 SR 417 Low Intensity North of SR 528

NOTES

The low-intensity landscapes of SR 417 are present at mainline and ramp plazas, bridges, interchanges, and the mainline corridor. Within these areas, the aesthetic quality and vegetative health vary from poor to average.

Table 4.5 SR 417 North of 528 Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Simple plant pallete • Vegetate corridor	• Expansive use of Bahia

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

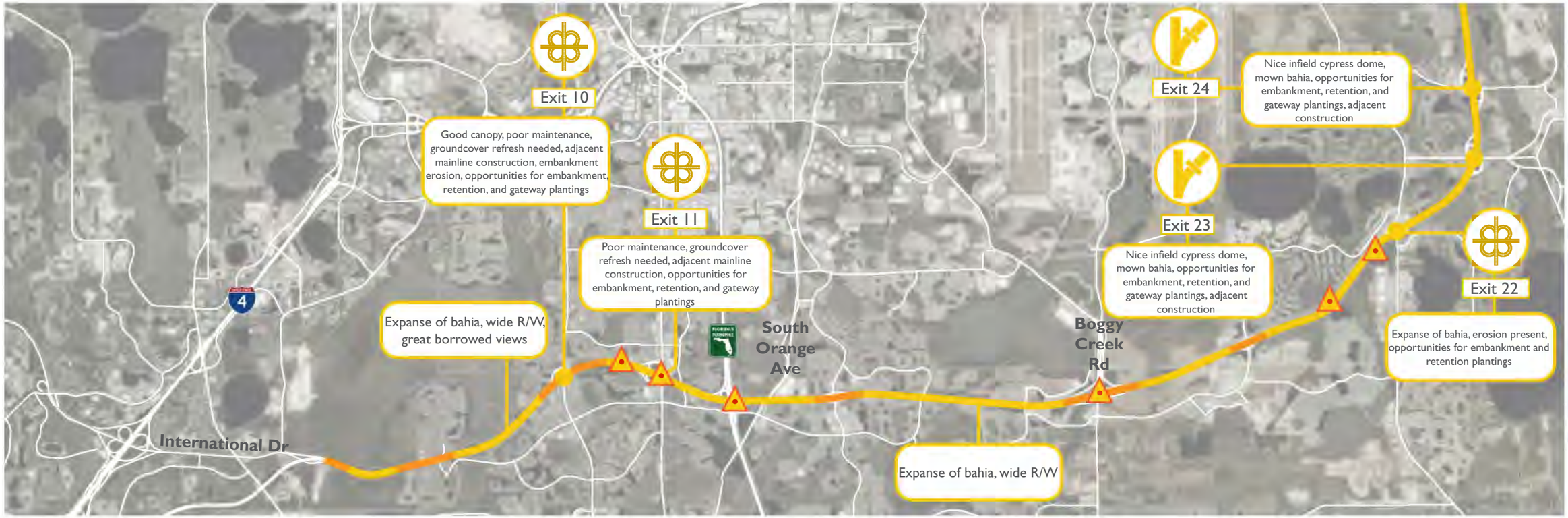


Figure 4.9 SR 417 Low Intensity South of SR 528

NOTES

The low-intensity landscapes along SR 417 are situated at mainline and ramp plazas, bridges, interchanges, and the mainline corridor. The aesthetic quality and vegetative health within these areas exhibit a range from poor to average.

Table 4.6 SR 417 South of 528 Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Great established trees • Borrowed views of cypress domes and multi-use trail adjacencies • Nice utilization of tree saves • Opportunity for embankment, stormwater, and gateway plantings • Groundplane refresh needed • Vegetate corridor	• Minimal maintenance • No littoral edge at Dowden Rd toll ramp • Construction present • Embankment erosion

Construction Alert

TYPOLOGY AND INTENSITY LEGEND

INTERCHANGE | BRIDGE | MAINLINE TOLL GANTRY | TOLL RAMP | CORRIDOR

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

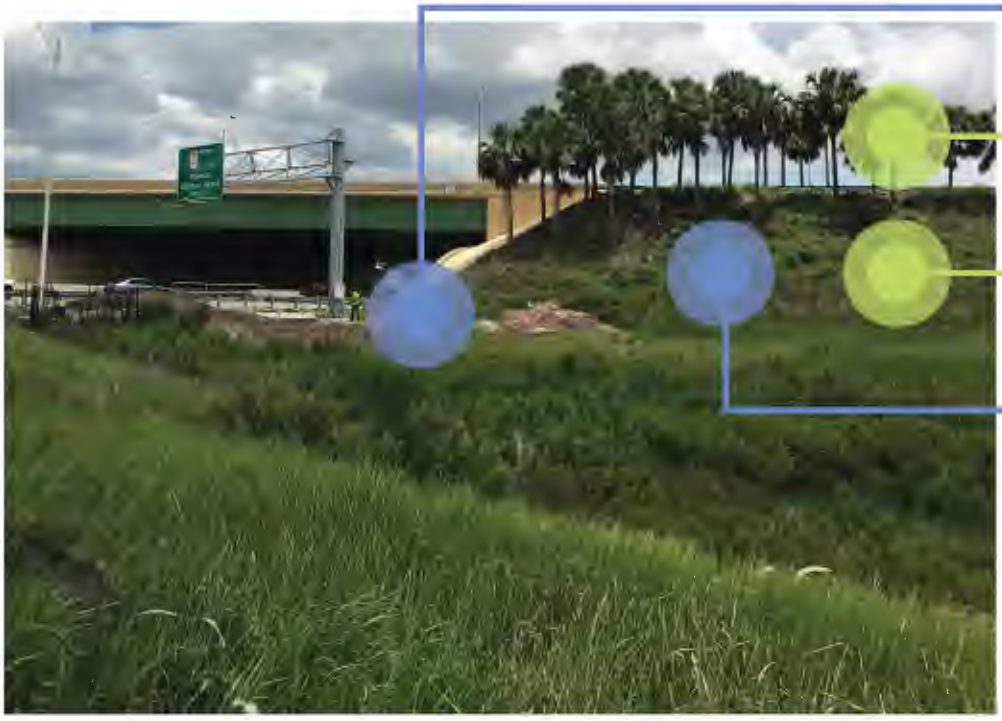


Image 4.9
SR 417/SR 423 Interchange

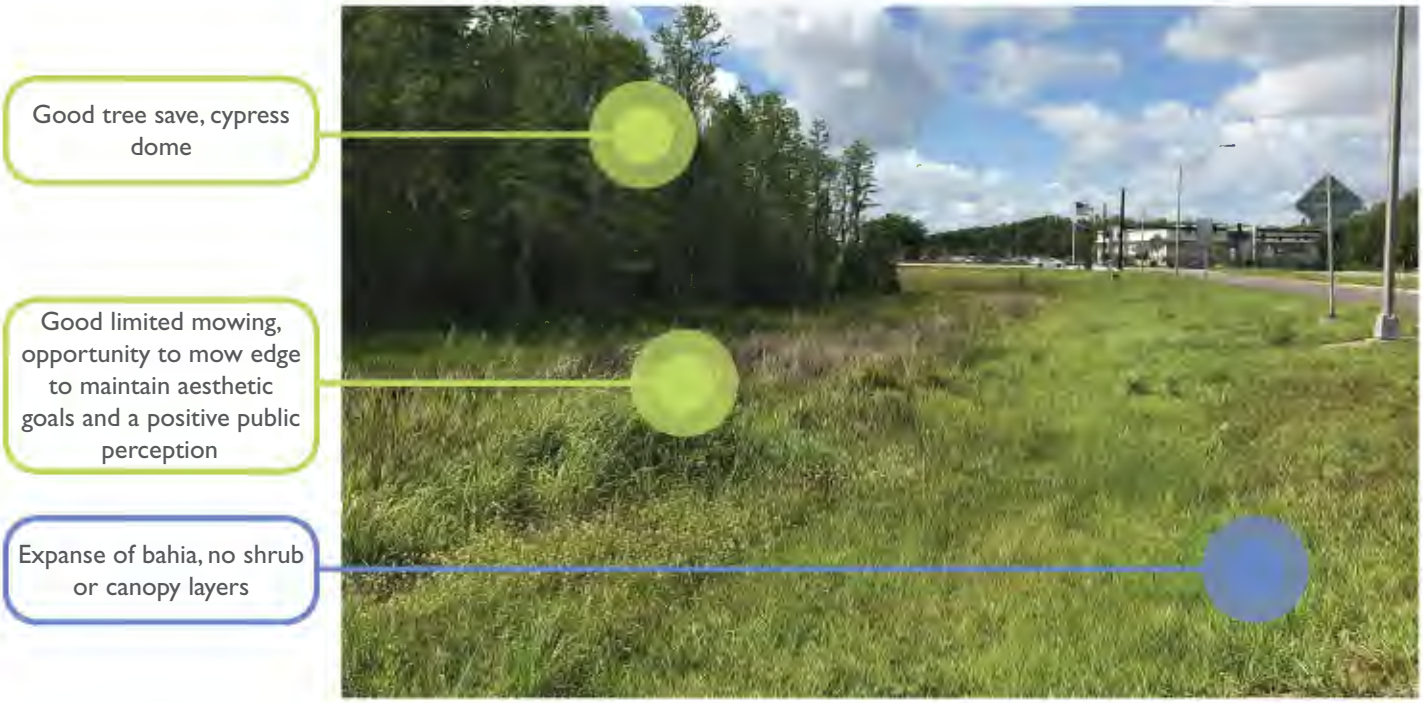


Image 4.10
SR 417/Dowden Rd

Image 4.11
SR 417 at Moss Park Rd

Image 4.12
SR 417 at Moss Park Rd

SR 417 OVERALL TAKEAWAYS

- From a landscape perspective, the 417 is characterized as minimal and functional.
- Along the R/W, residential communities back up to the expressway, featuring tall screen walls buffering adjacent homes with little or no landscape with buffer opportunities.
- Moving south, the expressway gives a sense of openness and expansiveness, lacking landscape features.
- The 417/528 interchange, despite having an established canopy, exhibits areas where the lack of maintenance has permitted invasive plants to establish themselves. Vines have climbed into established pines, and the understory is overgrown.
- The entire stretch of the 417 presents an opportunity for enhancing the landscape program.
- Newly installed buffer walls along the right-of-way, with ongoing construction, mown bahia to the R/W is the landscape standard.

Summary diagrams (Figure 4.10) visualize how each corridor scored in the field.

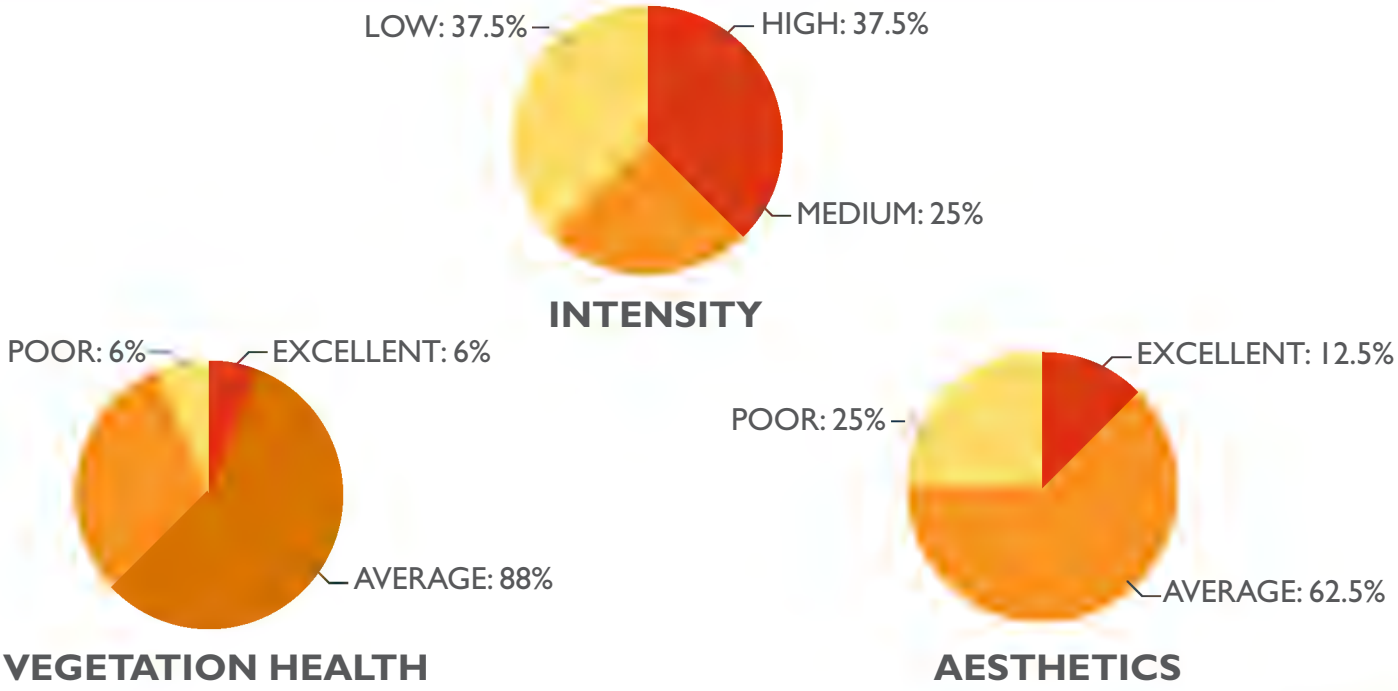


Figure 4.10 SR 417 Overall Takeaways

TYPICAL PLANT PALETTE

High Intensity Mix: Live Oak, Slash Pine, Bald Cypress, Sabal Palm, Pickerel, Cordgrass, Plumbago, Oleander, Pindo Palm, Fakahatchee, Coontie, Indian Hawthorn, Ilex Vomitoria, Crepe Myrtle, Loropetalum, Juniper, Jasmine, Ginger, Bahia, Laurel Oak, Lily, Viburnum, Dwarf Palmetto

Medium Intensity Mix: Coontie, Sabal Palm, Live Oak, Ilex Vomitoria, Slash Pine, Fakahatchee, Spartina, Magnolia, Walter's Viburnum, Saw Palmetto, Plumbago, Jasmine, Sabal Minor, Sweet Bay Magnolia, Firebush

Low Intensity Mix: Slash Pine, Sabal Palm, Oleander, Fakahatchee, Bald Cypress, Sweet Bay Magnolia, Bahia, Elm, Plumbago

PLANT PALETTE COMMENTS

- Live oak, sabal palm, and pine canopies are established and in good health. Cordgrass and muhly need replacement.
- Fakahatchee is performing well.
- Existing groundcover plant material is reaching the end of life and ready for a refresh.
- Saw palmetto, firebush, and coontie are standouts in this segment.
- Construction activities have reduced maintenance in areas of the corridor.
- The southern leg of the corridor is a wide-open blank palette of bahia fields and sound walls.
- Understanding the plant material successes on existing areas will be key for landscape design post-construction.

CHAPTER 5:
SR 429 CORRIDOR

Traveling through this stretch of the beltway offers expansive and ever-changing views of the rolling sandy hills in west Orange County. Once home to vast orange groves, the landscape has transformed into a dynamic mix of forested pine, pasture, and the villages of Horizon West. The journey unfolds with wide-open views of mown Bahia to the right-of-way. The village of Hamlin at Independence Parkway comes into view, with retail offerings and the rhythmic pattern of residential rooftops passing by. Canopies of pines, palms, and occasional oak clusters provide a respite from the open expanses. Mixed wetland forests emerge, featuring cypress trees and vibrant red maples and sweetgum glimpsed for fleeting moments.

As the expressway transitions to the Turnpike, the landscape contrasts with CFX's natural and native palette. Tall date palms and the silver hue of Bismark palms mark the gateway. Further north, open views to industrial rooftops prevail. Borrowed views unveil mixed hardwood forests and pasture, with established oak and pine canopy buffering views from the Forest Lake Golf Club. The Forest Lake plaza is framed by mature oaks and sabal palms, creating a punctuation in the wide-open expanse. Continuing north, occasional glimpses of Lake Apopka and open pasture with greenhouses catch the eye.

Ascending through the 414 towards 441, there is a notable shift in landscape treatment integrated into the expressway. Dense groves of pines, interspersed with cedars and oaks, form a maturing mixed heavy canopy that effectively buffers and frames views. Lone oaks stretch their branches, adding punctuations to the expression. Planted pine and citrus groves complement the expressway experience. The Lake Apopka basin becomes prominent, showcasing its vast expanse of freshwater marsh.

The Wekiva Parkway stands out as the natural jewel of the expressway system. Natural medians, landscape features, and well-designed hardscape finishes enhance the parkway experience. The gateway heading north from 441 is heavily landscaped, featuring sweeping beds and mixed canopy. Expansive parkway edges are planted with widely spaced trees, promising future framing and buffering as they mature. The rolling topography, bridge crossings over wildlife corridors, and sweeping curves accentuate the parkway driving experience, passing through pastureland, planted pine forests, and over dry and wet prairies framed by distant hardwood forests.

OVERALL CORRIDOR

LEGEND

- SR 429 Study Corridor
- Major Roads
- Municipal Boundaries
- Open Space
- Construction Alert

Figure 5.1 SR 429 Overall Corridor

SR 429

AT A GLANCE

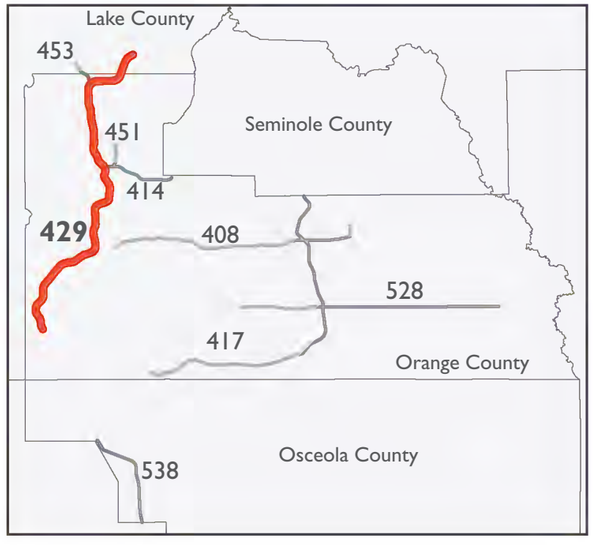
- The study area is approximately 32 miles.
- Nickname: Daniel Webster Western Beltway
- SR 429 offers an alternative north-south route to I-4 while improving connectivity to the Florida Turnpike.
- SR 429 becomes the Wekiva Parkway at the 441 interchange. The scenic parkway provides travel alternatives to congested area roads and relieves U.S. Highway 441 and State Road 46.

Traffic Count:

- AADT: 68,000 (Seidel Rd to SR 438)
- AADT: 61,000 (SR 438 to SR 414)
- AADT: 10,500 (SR 414 to SR 46)

Adjacent Character:

- Urban, suburban, rural and natural



Context Map

LANDSCAPE INTENSITY

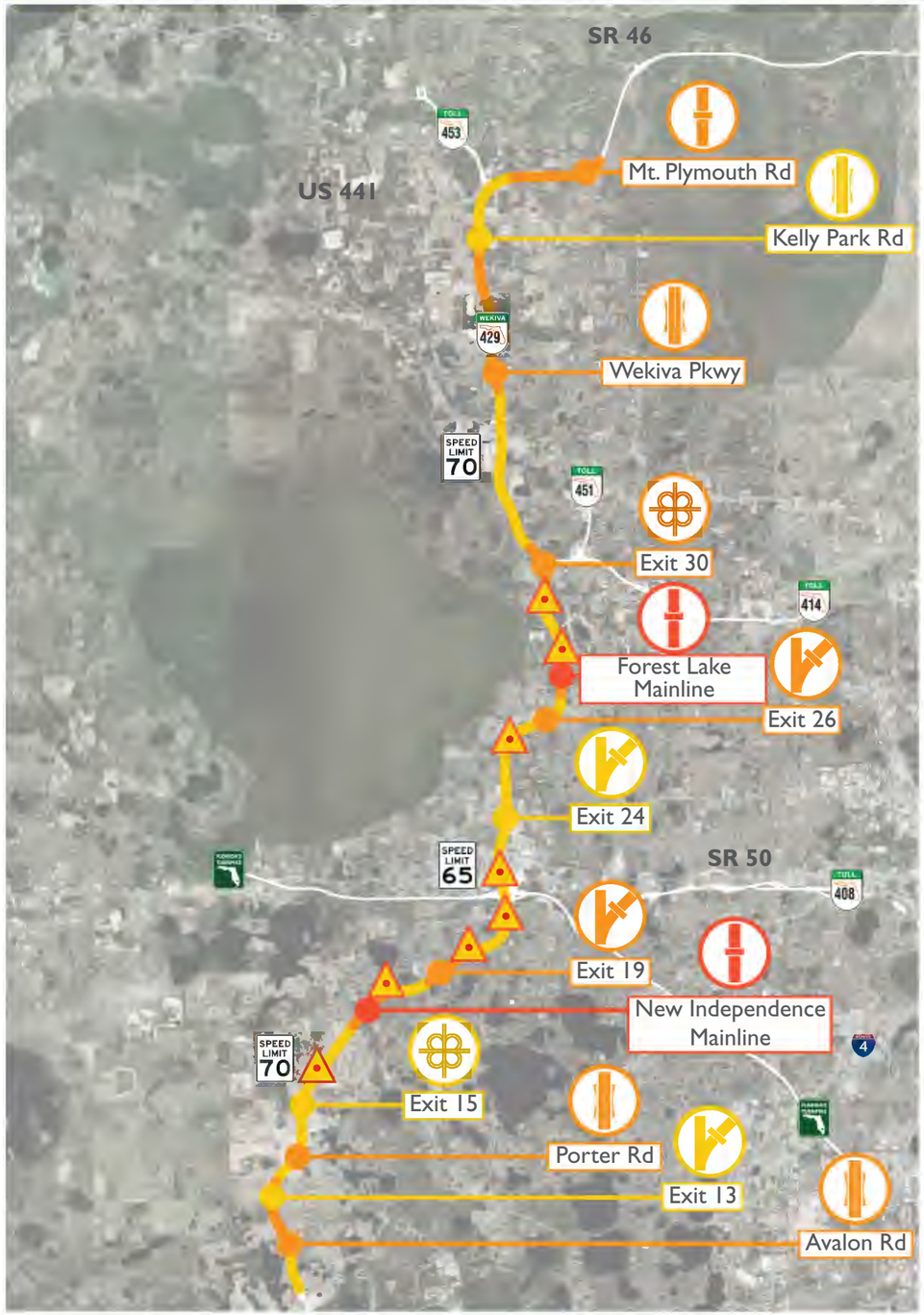


Figure 5.2 SR 429 Landscape Intensity

LANDSCAPE INTENSITY

Traveling north from Seidel Rd, the 429 passes through a low-intensity corridor, with canopy massing at the Avalon Rd and Porter Rd overpasses. Interchanges and overpasses in this area typically exhibit low intensity. High-intensity landscapes are notable at the New Independence and Forest Lake mainline plazas. Most interchanges/bridges moving north from New Independence Pkwy show a medium level of intensity, featuring canopy and groundcover gateway plantings.

Construction north of the Turnpike is impacting intensity along the corridor and facilities. The 429/414 interchange comprises medium-intensity pine forests that follow the road movement, framing views and providing buffering and infill. As you proceed into the more rural Wekiva Pkwy, the corridor exhibits low to medium intensity in canopy placement. Medium-intensity embankment plantings at key bridge points create framing and erosion control.

The segment concluding at the Mount Plymouth mainline gantry, with its medium-intensity native palette landscape, serves as a noteworthy example of design and context awareness.

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

HIGH INTENSITY

Figure 5.3 SR 429 High Intensity

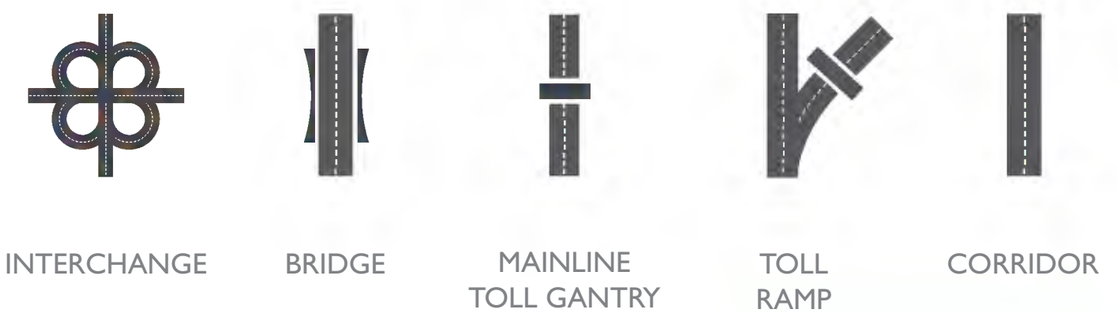
NOTES

The high-intensity landscapes of SR 429 encompass the mainline toll plazas, featuring aesthetic quality and vegetative health that vary from average to excellent.

Table 5.1 SR 429 High Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• High aesthetic value • High traffic locations • Densely planted around highly visual areas • Excellent vegetation health • Strong established plant pallet • Material infill in sparse areas	• Lacks detailed maintenance on the outskirts of each site • Plant health declining after a period of time • Installation age - end of life cycle

TYPOLOGY AND INTENSITY LEGEND



Established canopy

Infill with plant material

Erosion potential

Image 5.1
SR 429 at New Independence Mainline Gantry

Established canopy

Erosion potential

Infill with plant material

Image 5.2
SR 429 at New Independence Mainline Gantry

Image 5.3
SR 429 at New Independence Mainline Gantry

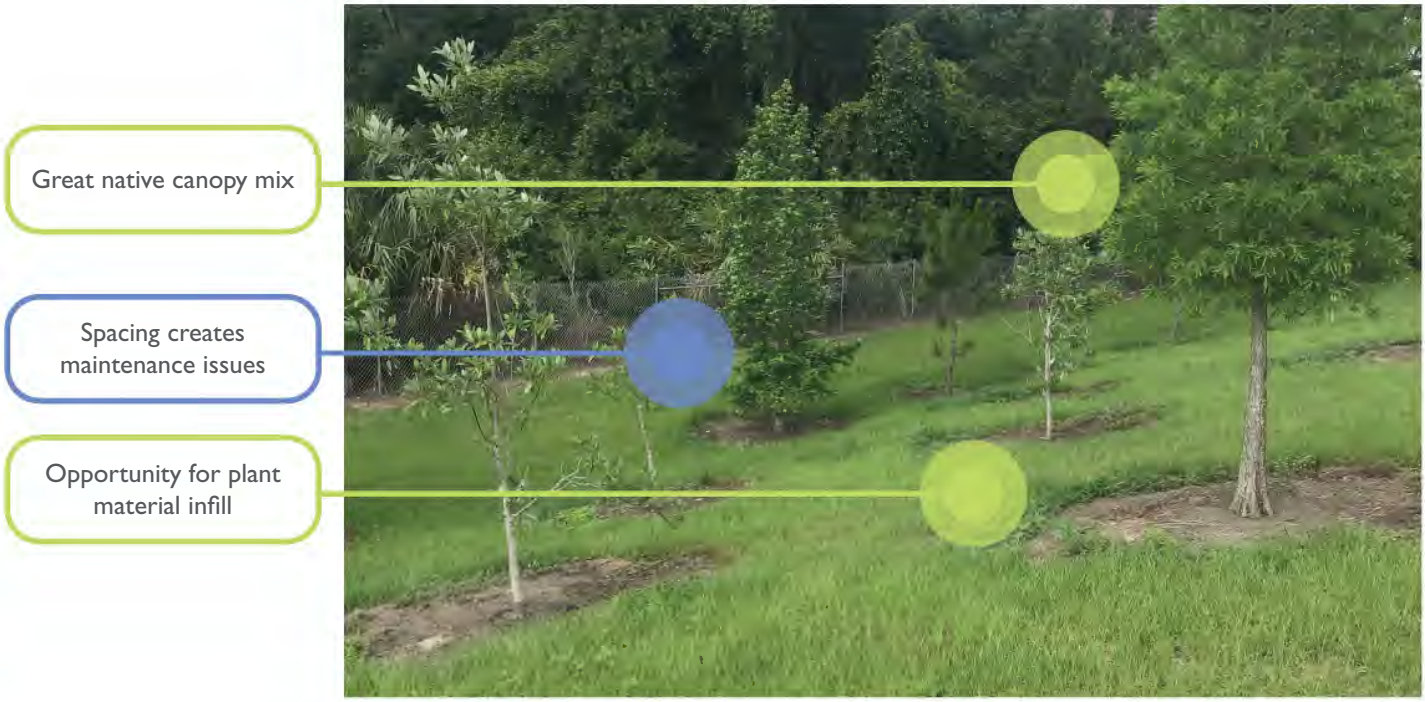


Image 5.4
SR 429 at Mt Plymouth Mainline Gantry

MEDIUM INTENSITY

Figure 5.4 SR 429 Medium Intensity

NOTES

The medium-intensity landscapes of SR 429 encompass mainline toll plazas, interchanges, toll ramps, and corridor treatments. The aesthetic quality and vegetative health within these areas vary, ranging from poor to excellent.

Table 5.2 SR 429 Medium Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Presence of guardrails allow for tree plantings • Established plant groups • Established canopy • Swale offers opportunity to plant low maintenance • Green infrastructure and stormwater control measures	• Harsh conditions • Planting beds are not defined • Lacks detailed maintenance - edging, replacing plants and weeding existing vegetation • Washouts occur in beds planted with pine needles • Erosion • Trees planted in close proximity to each other; sod maintenance issues could arise

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

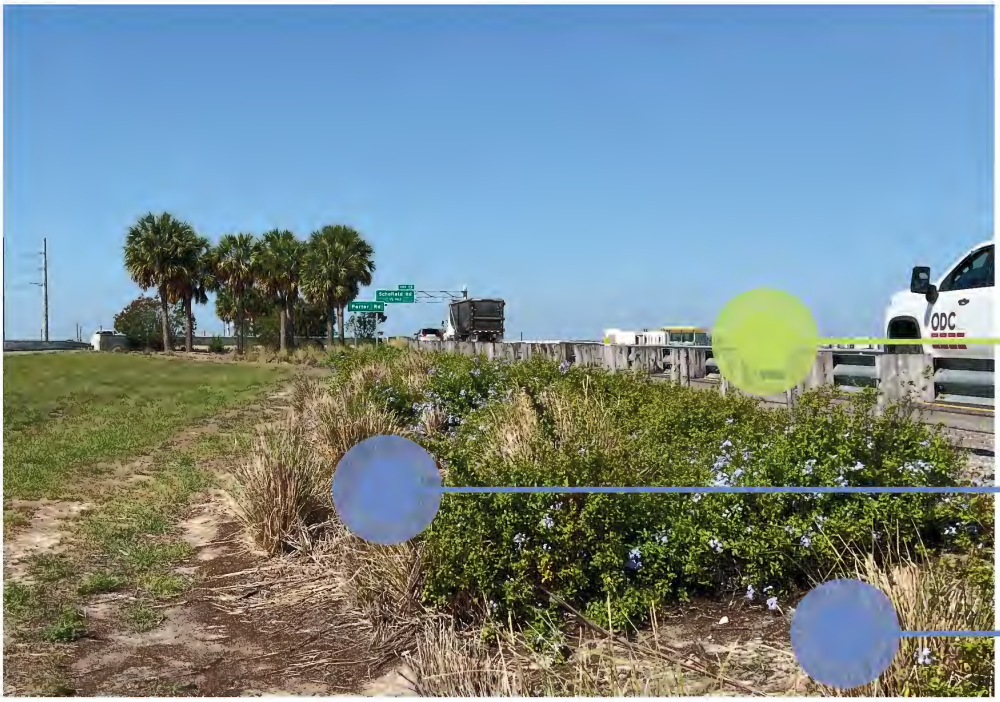


Image 5.5
SR 429 at Porter Rd

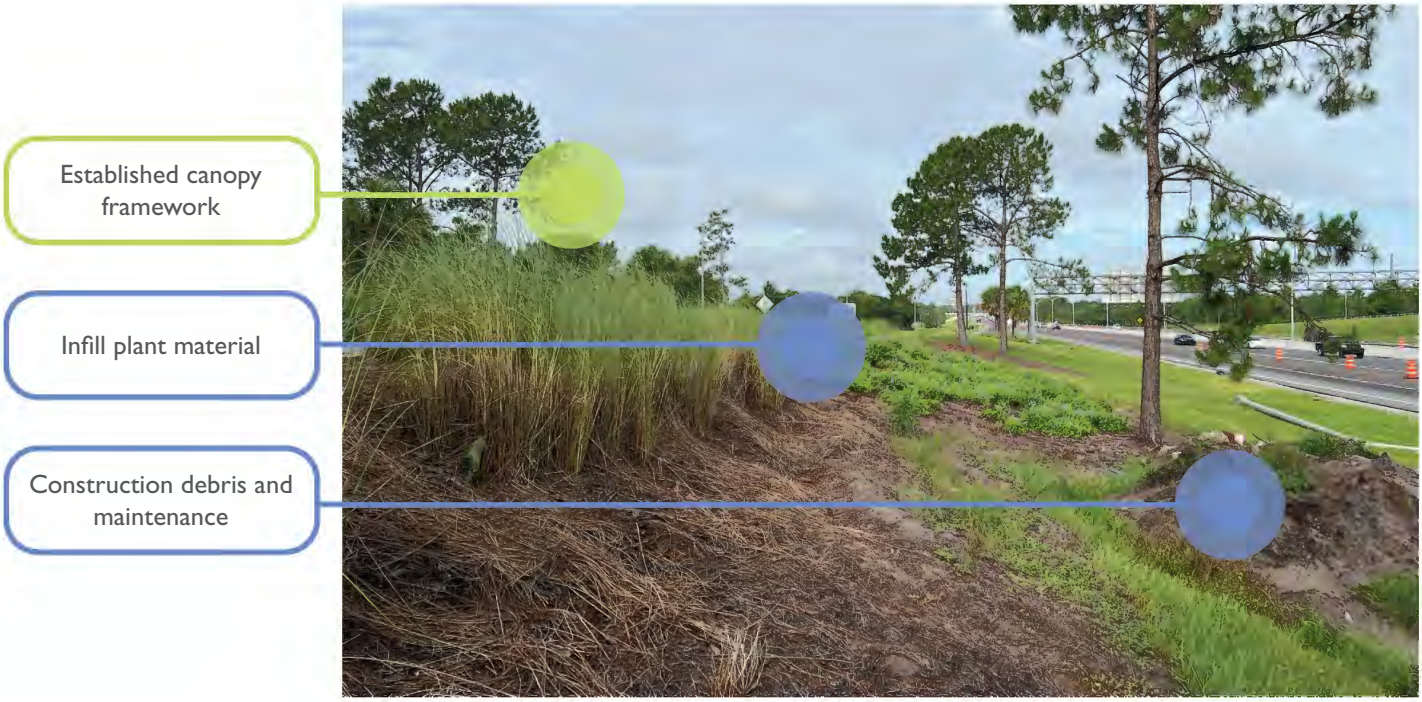


Image 5.6
SR 429 at Claracona Ocoee Rd

Image 5.7
SR 429 at Winter Garden Vineland

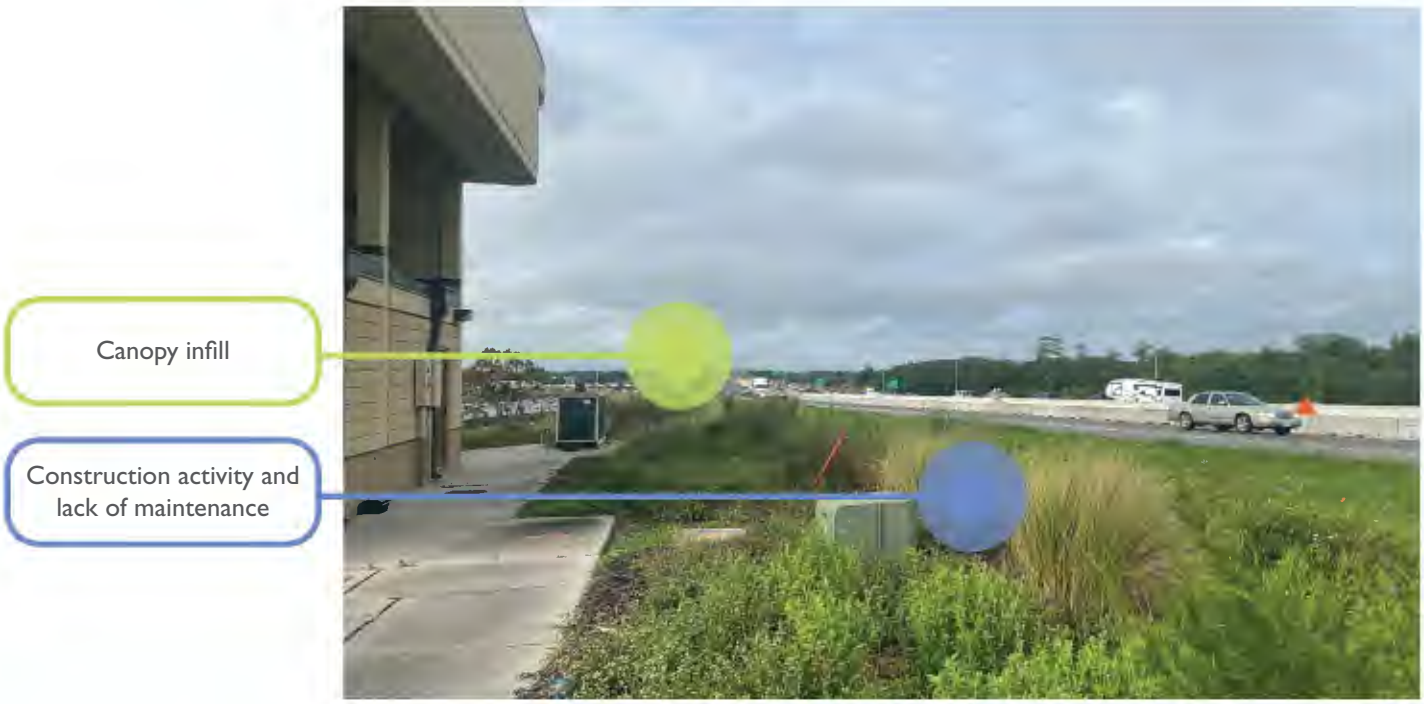


Image 5.8
SR 429 at Franklin St

LOW INTENSITY

Figure 5.5 SR 429 Low Intensity

NOTES

The low-intensity landscapes of SR 429 consist of mainline toll plazas, bridges, interchanges, and corridor treatments. Within these areas, the aesthetic quality and vegetative health vary, ranging from poor to average.

Table 5.3 SR 429 Low Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Healthy existing bahia sod • Highly visible spaces • Plant palette not yet established • Green infrastructure and stormwater control measures • Native low- maintenance wildflowers could add visual interest to non-accessible areas • No-mow meadows • Vegetate corridor	• Steep slopes • Drainage trends • Possible maintenance issues due to slopes • Erosion

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

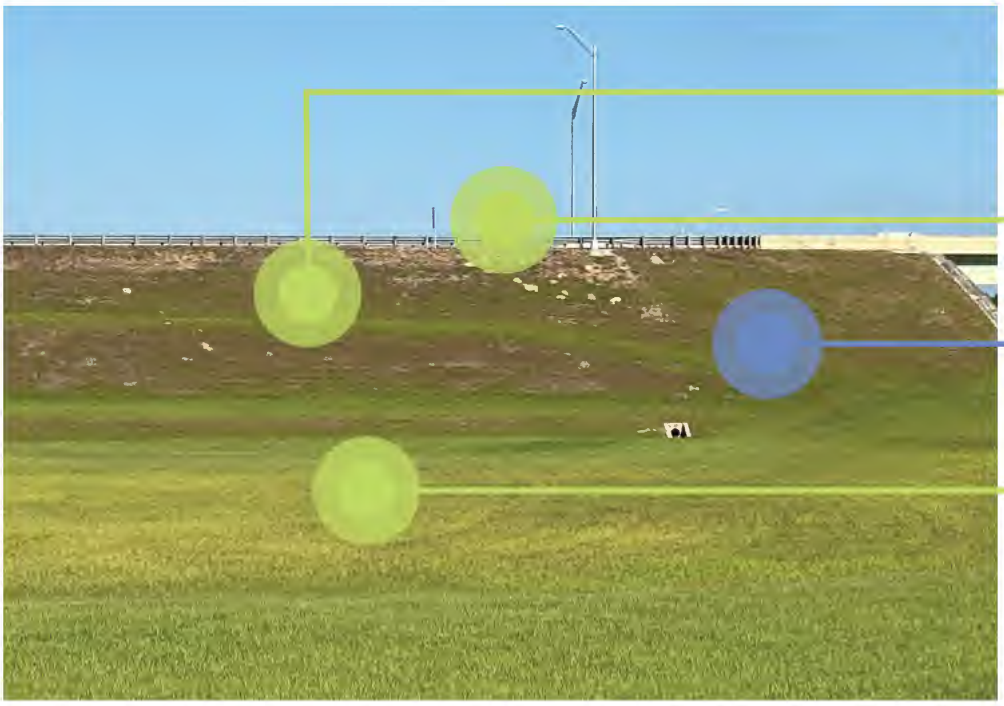


Image 5.9
SR 429 at Schofield Rd

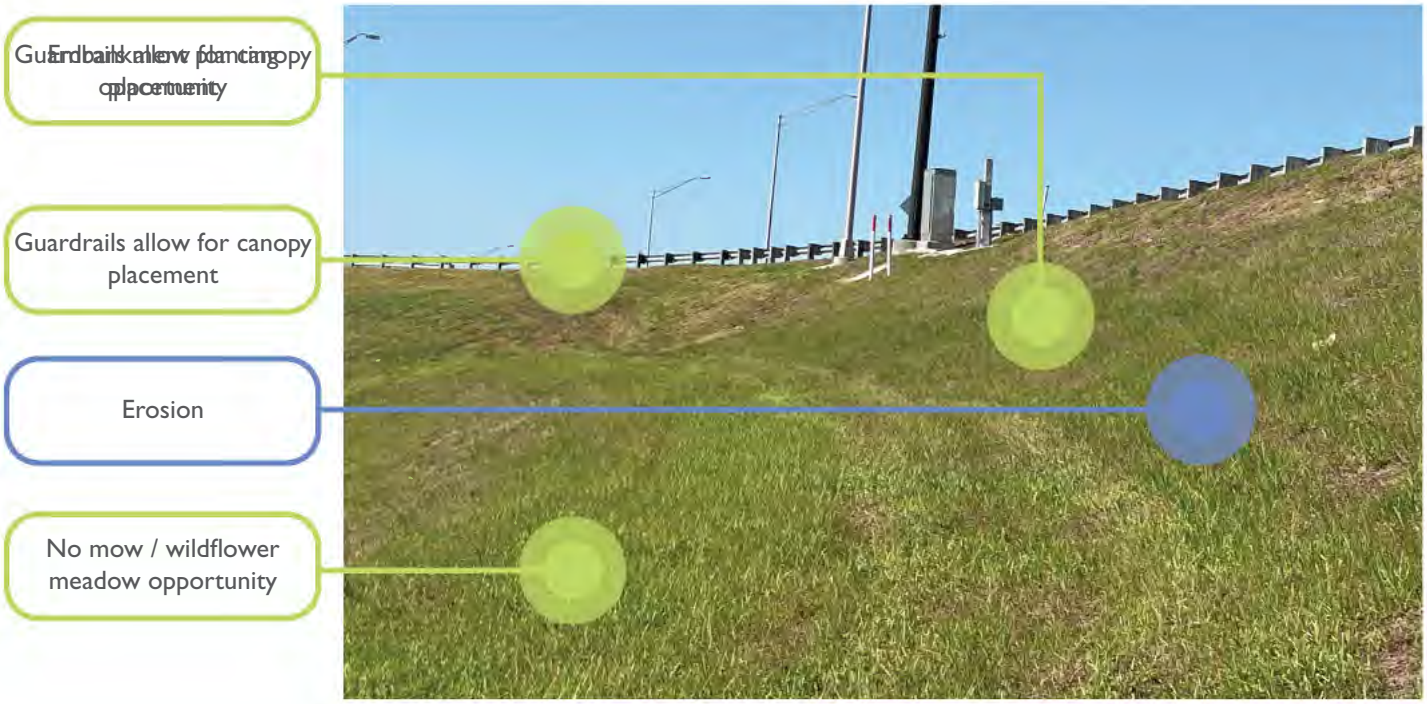


Image 5.10
SR 429 at Schofield Rd

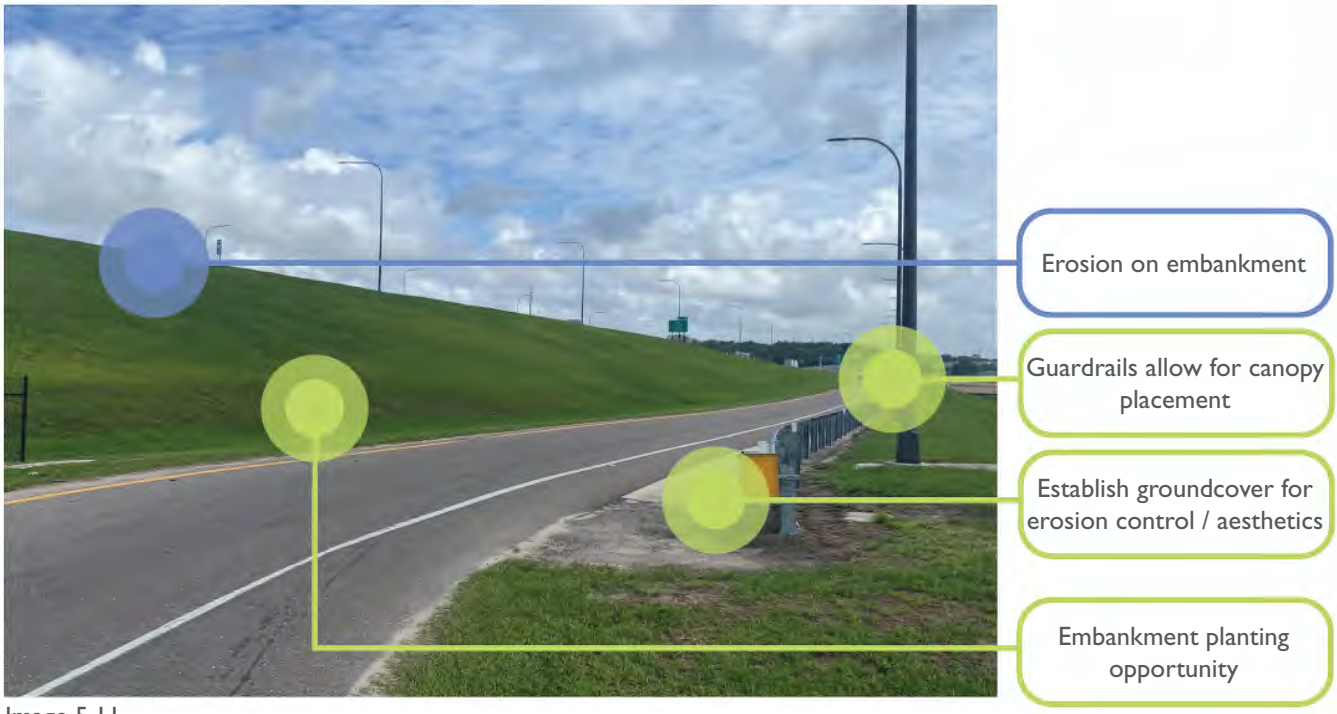


Image 5.11
SR 429 at Kelley Park Rd

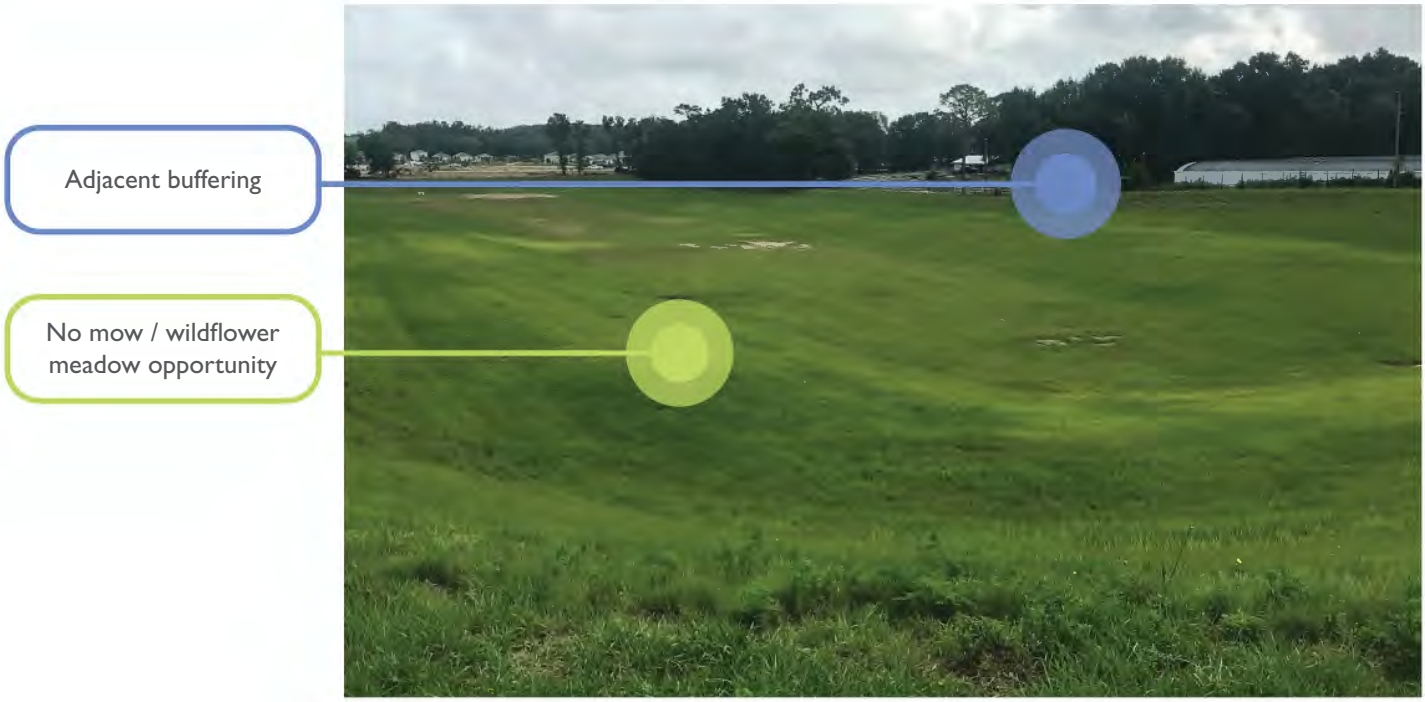


Image 5.12
SR 429 at Kelley Park Rd

SR 429
OVERALL TAKEAWAYS

- The landscape experience along the southern leg of the beltway is characterized by a wide-open expanse with mown bahia to the right-of-way.
- There are ample opportunities for improvement and contextually driven landscape responses.
- The gateway heading north from SR 414 is extensively landscaped.
- The expansive parkway edges are planted with young trees spaced widely apart, posing a challenge for mowing around each one.
- There is an opportunity for refining the tree planting technique by incorporating a mix of understory and smaller trees to achieve a more forested approach to establishment.

Summary diagrams (Figure 5.6) visualize how each corridor scored in the field.

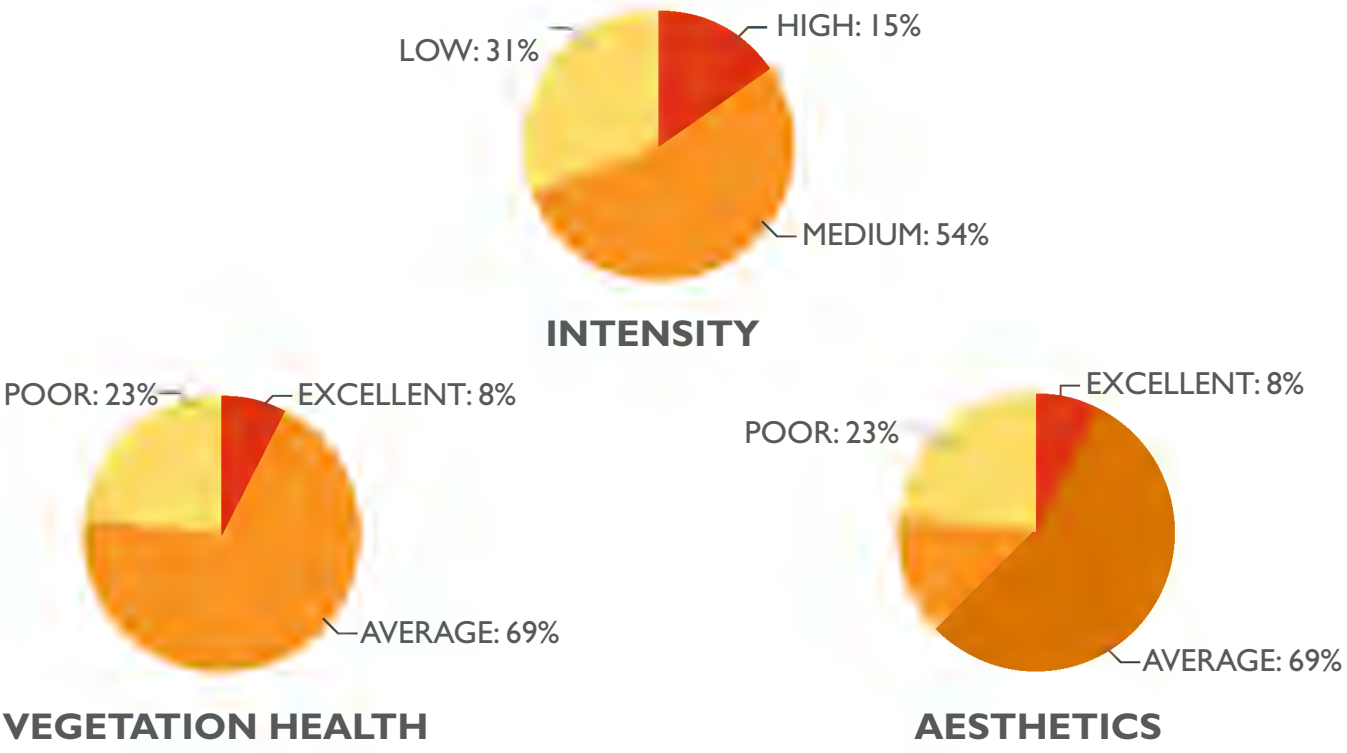


Figure 5.6 SR 429 Overall Takeaways

TYPICAL PLANT PALETTE

High Intensity Mix: Sabal Palm, Oleander, Firebush, Crepe Myrtle, Ginger, Indian Hawthorn, Juniper, Plumbago, African Iris, Live Oak, Fakahatchee, Viburnum, Cordgrass, Loropetalum, Slash Pine, Muhly Grass, Bald Cypress, Tulip Poplar, Sycamore, Sweet Bay Magnolia, Sweetgum, Saw Palmetto

Medium Intensity Mix: Bahia Sod, Sabal Palm, Oleander, Plumbago, Fakahatchee, Cordgrass, Live Oak, Slash Pine, Longleaf Pine, Coontie, Confederate Jasmine, Muhly Grass, Sycamore, Sweetgum, Firebush, Cedar, Bald Cypress

Low Intensity Mix: Bahia Sod

PLANT PALETTE COMMENTS

- Live oak, sabal palm, and pine canopies are established and in good health.
- Cordgrass and muhly grass need to be refreshed or replaced.
- Existing groundcover plant material is at the end of life and ready for a refresh.
- Saw palmetto and firebush are a standout in this segment.
- Construction activities have reduced maintenance in areas of the corridor.
- The southern leg of the corridor is a wide-open blank palette of bahia fields and embankments.
- Understanding the plant material successes on existing areas will be key for this area.

CHAPTER 6: SR 451 CORRIDOR

The landscape character of the 451 seamlessly aligns with the design principles of the 414. As you drive through the 451/414 interchange, the journey unfolds with the continued effective use of tightly spaced mixed pine and oak groves, creating buffers and framing the driving experience. The interchange is traversed swiftly, and between interchanges, the right of way opens up, revealing views of rooftops, rolling hills, planted pines, and wet prairies.

Approaching Orange Blossom Trail, the landscape matures, with pines stretching above the ramps, skillfully framing and buffering views. The spur provides access to Apopka and the charming neighborhoods nestled between Lake Apopka and the Wekiva River basin in northwest Orange County. This area is marked by rolling hills and offers a picturesque setting for residents.

OVERALL CORRIDOR

LEGEND

- SR 451 Study Corridor
- Major Roads
- Municipal Boundaries

Figure 6.1 SR 451 Overall Corridor

SR 451

AT A GLANCE

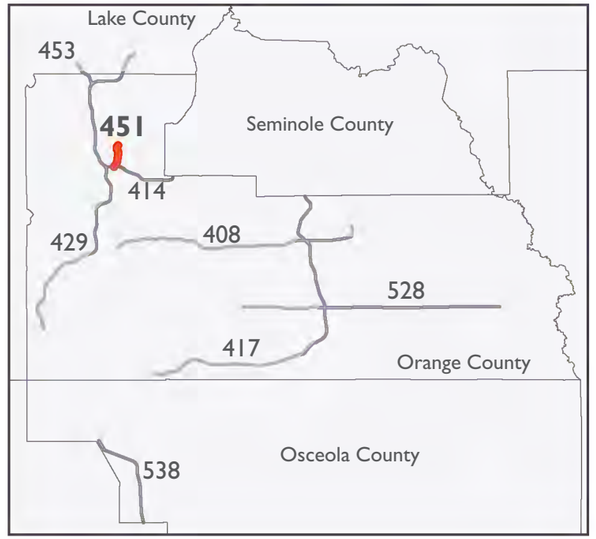
- The study area is 1.9 miles.
- SR 451 is the only non-tolled expressway within the CFX system. The roadway links SR 414 and SR 429 to US 441, State Road 451 is a frequently traveled route for commuters in northwest Seminole County and northeast Orange County.

Traffic Count:

- AADT: 13,000

Adjacent Character:

- Suburban, rural and natural



Context Map

LANDSCAPE INTENSITY

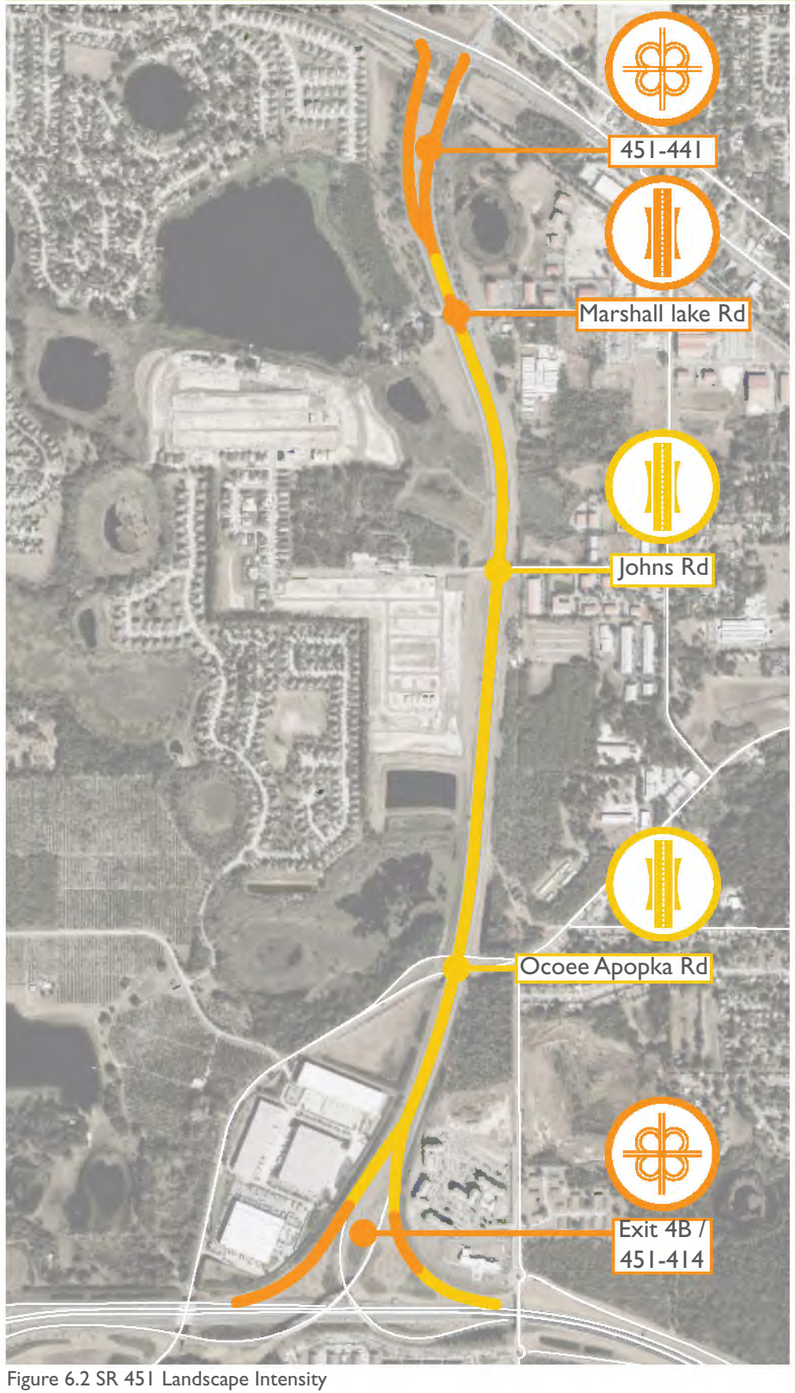


Figure 6.2 SR 451 Landscape Intensity

INTENSITY

The 451 spans a brief stretch, commencing at the 414/451 interchange and concluding at US 441 (Orange Blossom Trail). The corridor maintains a low intensity, with the landscape at the two terminus interchanges featuring medium intensities. The overpasses at Ocoee Apopka Rd and Johns Rd, as well as Marshall Lake Rd, exhibit low intensity, while the latter includes a medium intensity landscape with canopy.

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

MEDIUM INTENSITY

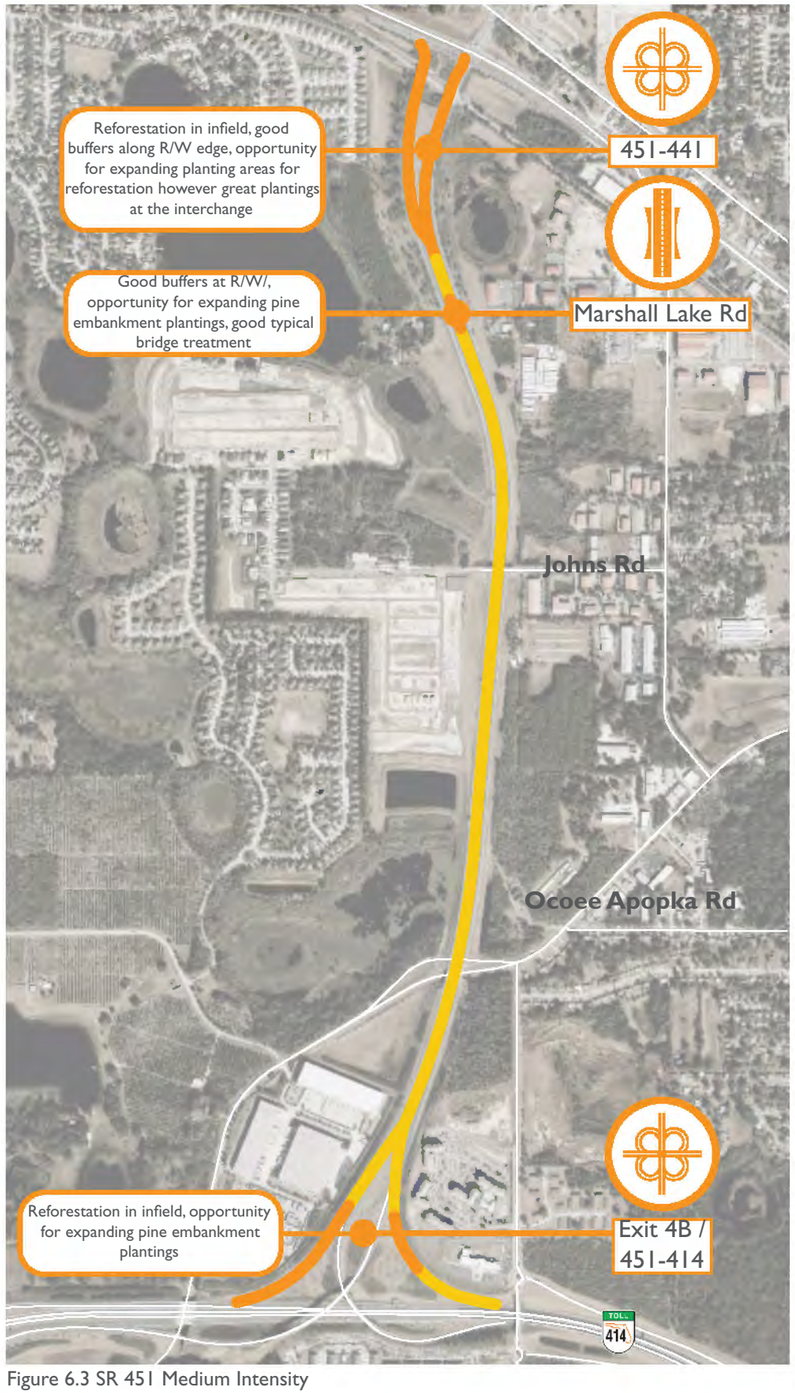


Figure 6.3 SR 451 Medium Intensity

NOTES

SR 451 features medium-intensity landscapes predominantly at its north and south ends, displaying exceptional aesthetic quality and robust vegetative health.

Table 6.1 SR 451 Medium Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Great canopy and palms • No mow meadow/wildflower opportunities	• Grasses not performing well • Groundcover refresh needed • Erosion

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 6.1
SR 451 at SR 414 Interchange

Image 6.2
SR 451 at SR 414 Interchange

Image 6.3
SR 451 at Marshall Lake Rd

Image 6.4
SR 451 at US 441 Interchange

LOW INTENSITY

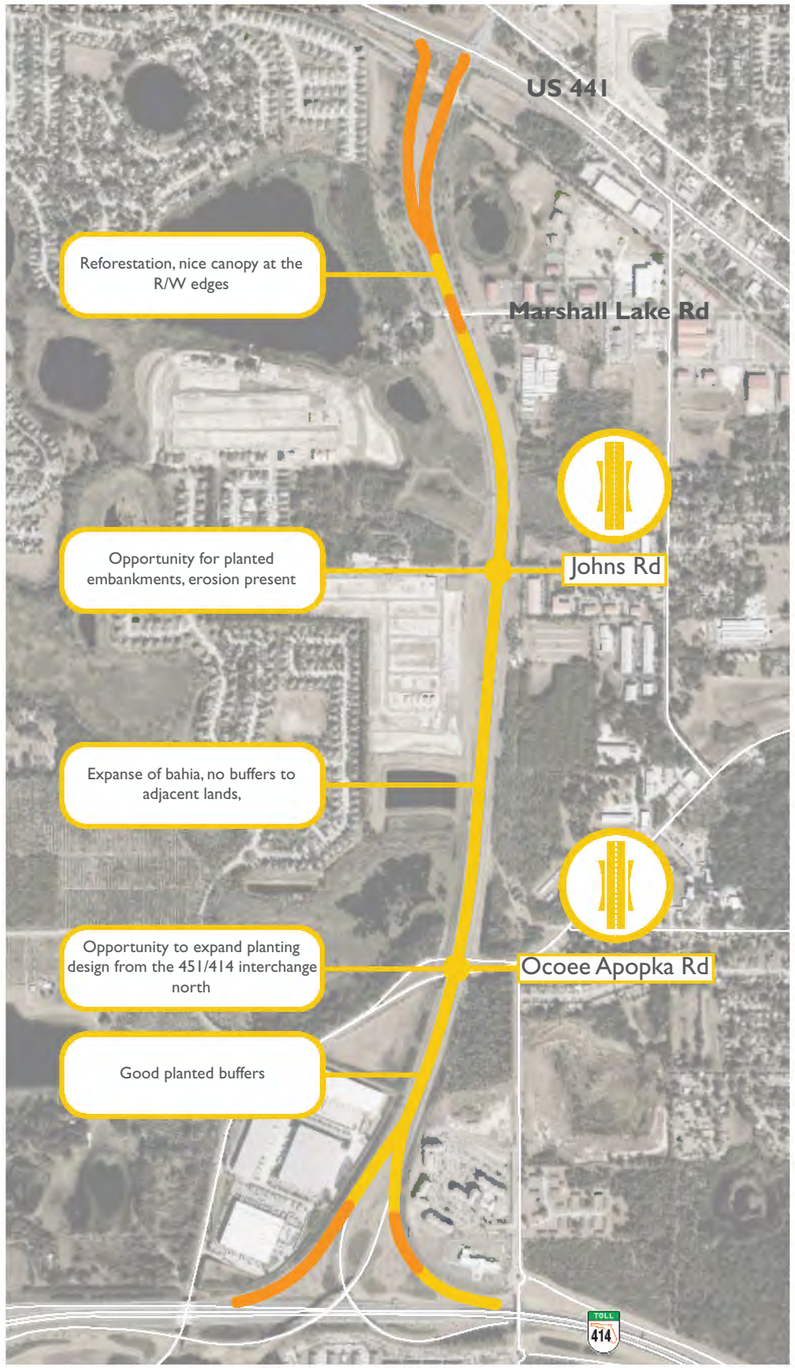


Figure 6.4 SR 451 Low Intensity

NOTES

The low-intensity landscapes of SR 451 are mainly situated along the corridor and bridges. In these areas, the aesthetic quality and vegetative health vary from poor to average.

Table 6.2 SR 451 Low Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Good native buffers • Opportunities for embankment plantings • No mow meadow/wildflower opportunities • Vegetate corridor	• Erosion

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 6.5
SR 451 at 437 Interchange

Image 6.6
SR 451 at 437 Interchange

Image 6.7
SR 451 at John Rd

Image 6.8
SR 451 at John Rd

SR 451
OVERALL TAKEAWAYS

- The landscape is consistent with SR 414.
- The 451/414 interchange continues the effective utilization of closely spaced mixed pine and oak groves, contributing to the creation of buffers and framing in the surrounding landscape.
- The R/W between interchanges is open mown bahia, with views to rooftops, rolling hills, planted pines, and wet prairies.
- Opportunities for buffers are available where necessary.

Summary diagrams (Figure 6.5) visualize how each corridor scored in the field.

Figure 6.5 SR 451 Overall Takeaways

TYPICAL PLANT PALETTE

Medium Intensity Mix: Sabal Palm, Live Oak, Saw Palmetto, Coontie, Slash Pine, Cordgrass, Firebush

Low Intensity Mix: Mowed Grass, Sabal Palm, Slash Pine, Live Oak

PLANT PALETTE COMMENTS

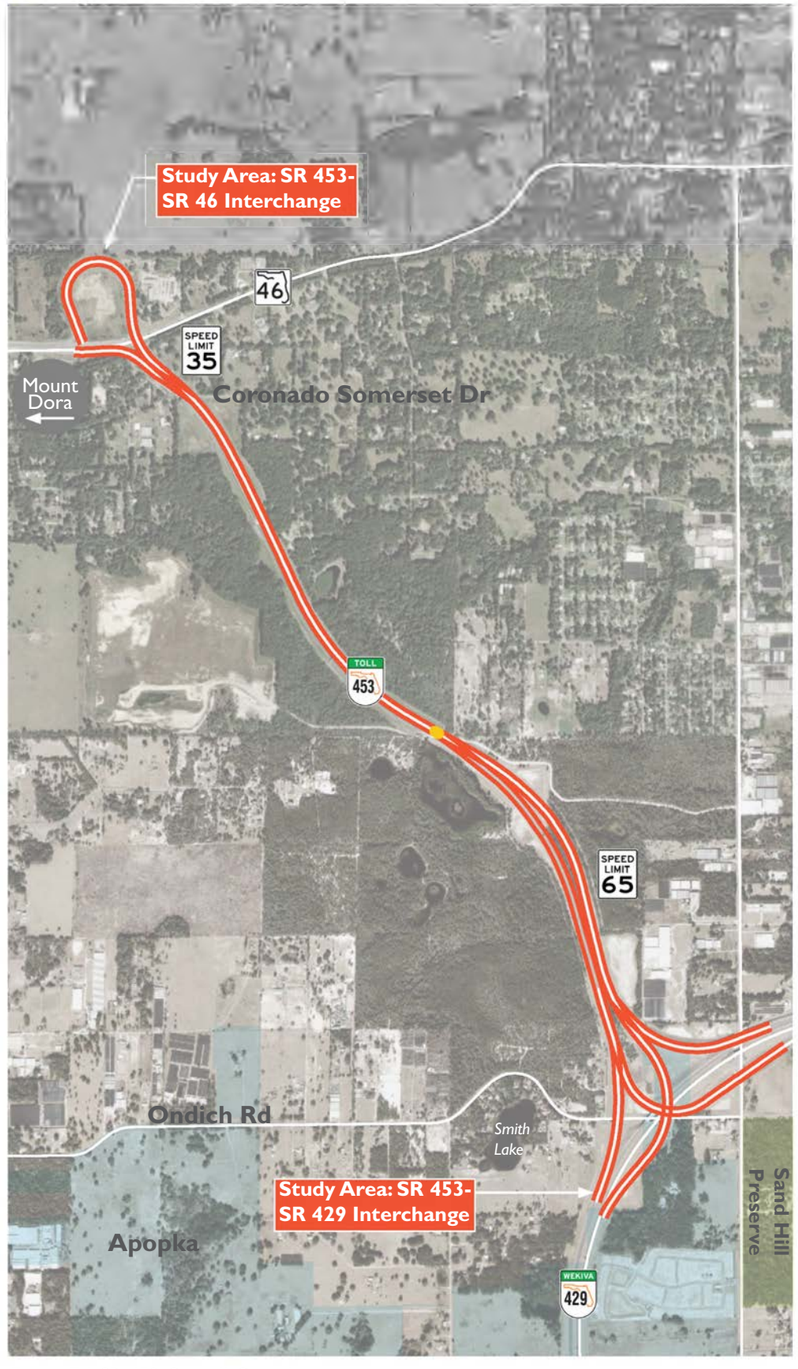
- Live oak, sabal palm, and pine canopies are established and in good health.
- Cordgrass needs replacement.
- Existing groundcover plant material is reaching the end of life and ready for a refresh.
- Saw palmetto and firebush are standouts in this segment.

CHAPTER 7: SR 453 CORRIDOR

The 453 spur, extending from the Wekiva Parkway to SR 46 near Mount Dora, seamlessly continues the scenic experience of the Wekiva Parkway. Natural medians, landscape features, and well-designed hardscape finishes enhance the overall driving experience. Upon entering the 453 from the Parkway interchange at Haas Road and Ondich Road, bold groves of canopy and swaths of grasses have matured well, with visible trees creating a picturesque scene as you traverse the interchange expanse.

One of the most remarkable features of the Parkway spur is the expansive median and natural edges as you pass through a mature sand pine – Turkey Oak Sandhill hammock. The roadway carefully bifurcates to preserve existing trees, maintaining forested edges within the right-of-way that frame and enhance the driving experience. The journey up the spur is swift, and soon you find yourself exiting onto SR 46, circling around a naturalized dry pond with intentional plantings of young trees. The intentional design is palpable, and over time, it will evolve into a beautiful canopy, adding to the aesthetic appeal of the area.

OVERALL CORRIDOR



LEGEND

- SR 453 Study Corridor
- Major Roads
- Open Space
- Municipal Boundaries

Figure 7.1 SR 453 Overall Corridor

SR 453

AT A GLANCE

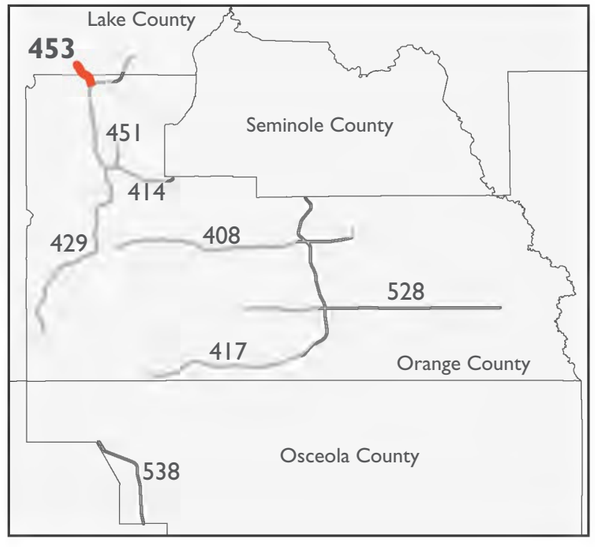
- The study area is 1.6 miles.
- Nickname: Mount Dora Connector.
- The spur road connects the Wekiva Pkwy (SR 429) with SR 46 near Mount Dora in Lake County.

Traffic Count:

- AADT: 6,800

Adjacent Character:

- Rural and natural



Context Map

LANDSCAPE INTENSITY

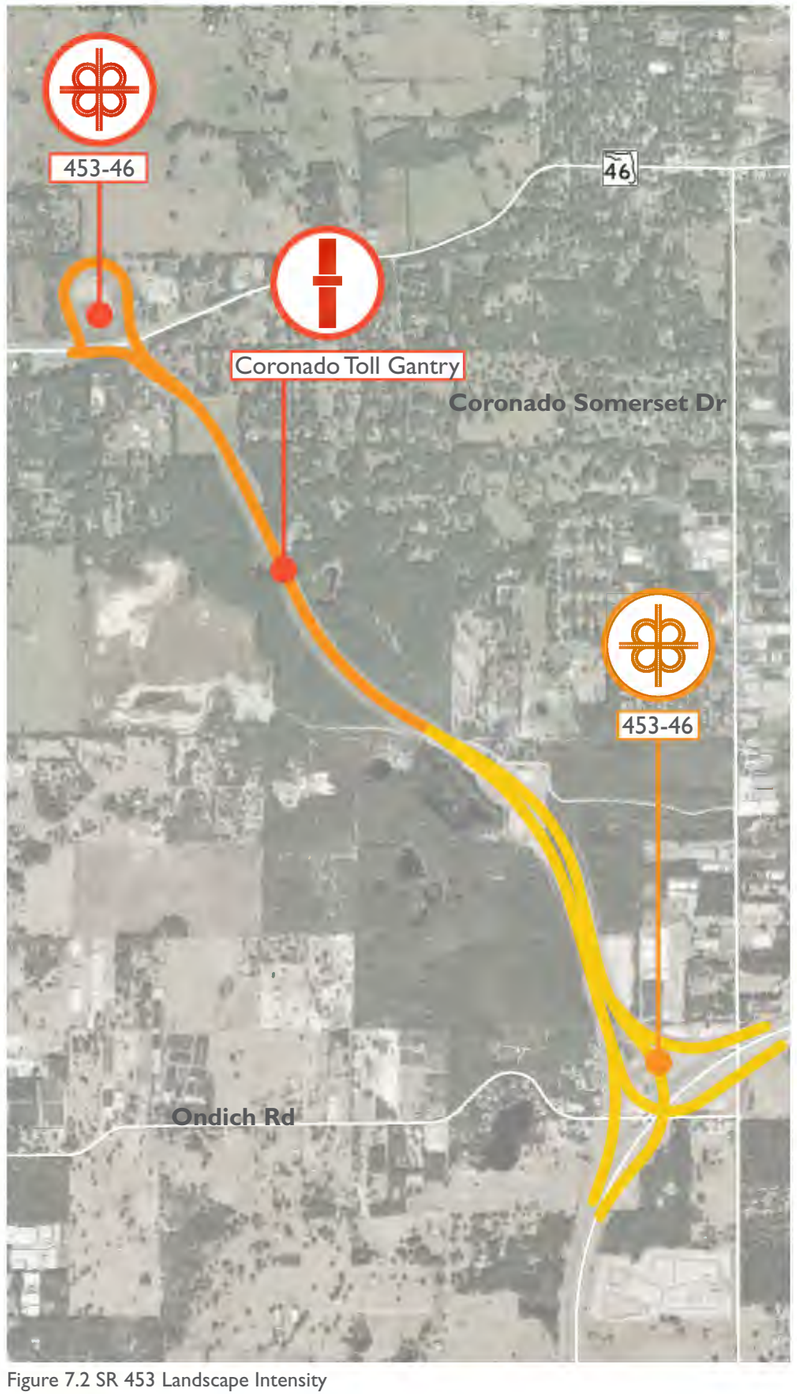


Figure 7.2 SR 453 Landscape Intensity

INTENSITY

The 453 represents another short section, starting at the 429/453 interchange and concluding at SR 46. At the 429/453 interchange, there are canopy save areas and additional low-intensity canopy plantings arranged in grids. The corridor median features a canopy save zone near the 429/453 interchange and is predominantly planted with low to medium intensity canopy and groundcover, extending the length of the segment. The 453/SR 46 interchange presents a medium-intensity landscape with gridded canopy and a massing of groundcover.

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY

Figure 7.3 SR 453 High Intensity

NOTES

The high-intensity landscape of SR 453 is concentrated at the north interchange of SR 46 and the mainline toll gantry, showcasing excellent aesthetic quality and vegetation health.

Table 7.1 SR 453 High Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Native pallete reflected in both the north and south • Reforestation areas • Extensive canopy cover • Pine embankment planting could be expanded	• Planting design lack cohesiveness • Non-native palms look out of place • Tree spacing creates sod maintenance issues in R/W • Erosion risk

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 7.1
SR 453 at Coronado Toll Gantry

Image 7.2
SR 453 at Coronado Toll Gantry

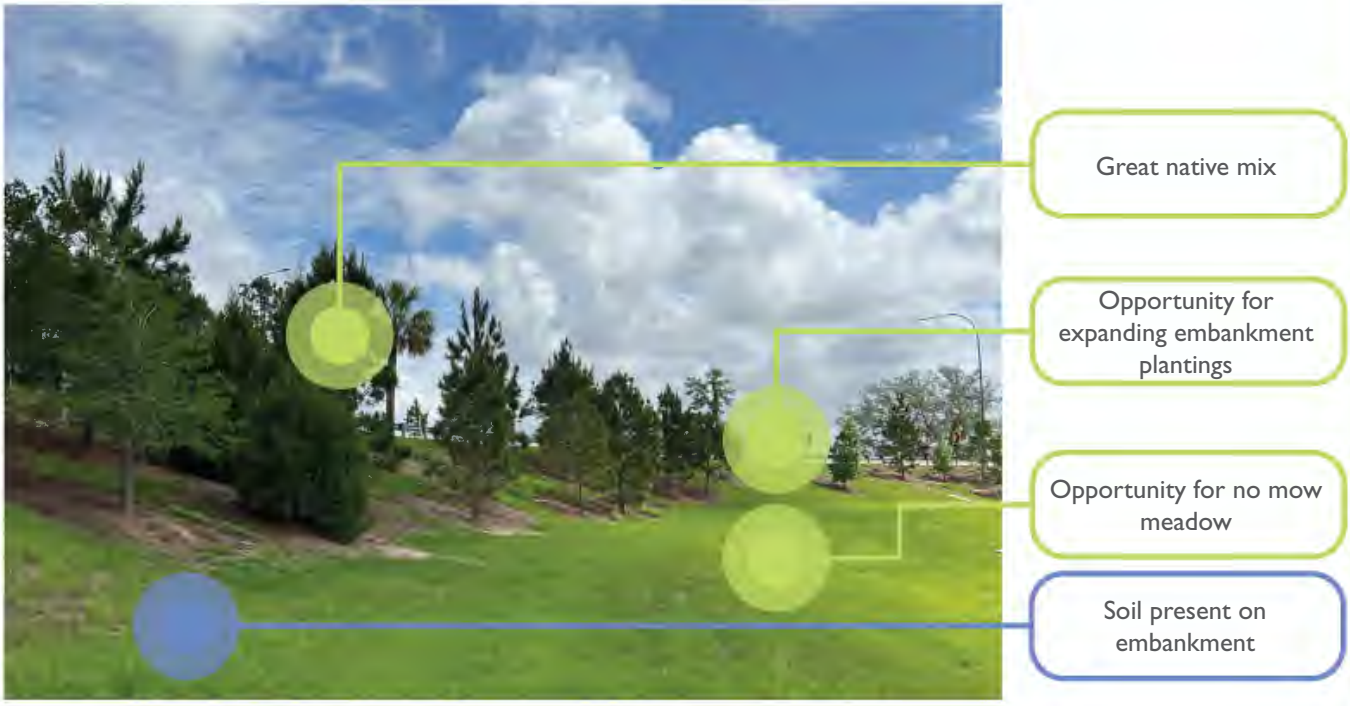


Image 7.3
SR 453 at HWY 46 Interchange

Image 7.4
SR 453 at HWY 46 Interchange

MEDIUM AND LOW INTENSITY

Figure 7.4 SR 453 Medium Intensity

NOTES

The medium-intensity landscape of SR 453 is situated at the 453/414 interchange, displaying excellent aesthetic quality and vegetative health.

Table 7.2 SR 453 Medium Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Expansion of the palmetto-grass mix • Simple, nearly native plant palette • Experimentation for no mow, wildflower, and reforestation testing areas	• Muhly grass in raised median is not performing well. • Cordgrass get lost visually in the median • High quality plant material (coontie) used in area of limited visual interest for roadway users. • Invasive plant species in the tree save and naturalized areas

TYPOLOGY AND INTENSITY LEGEND

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 7.5
SR 453 at HWY 429 Interchange

Image 7.6
SR 453 at HWY 429 Interchange

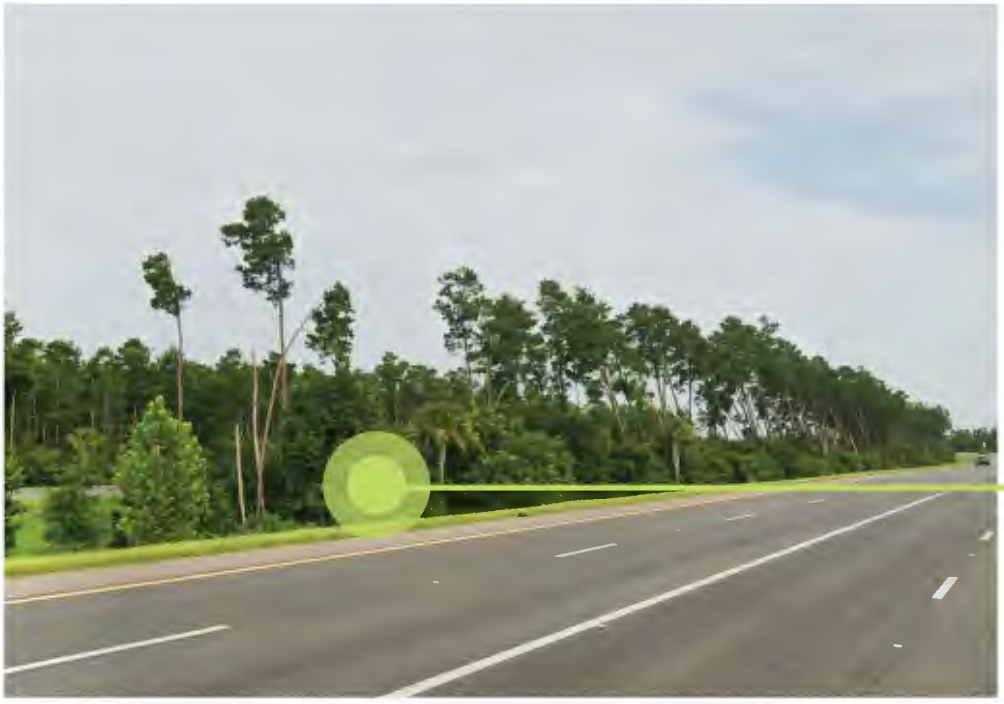


Image 7.7
SR 453 at HWY 429 Interchange

SR 453 OVERALL TAKEAWAYS

- Continuation of the scenic Wekiva Parkway design approach with naturalized plantings.
- Road bifurcation saves existing trees.
- Preserved forested edges within the R/W.
- 453/46 interchange's intentional planting of groves of native trees will create a beautiful canopy over time.
- Reducing sod maintenance in expansive tree planting areas can be achieved by removing sod, enhancing tree density, and implementing pine straw mulch.

Summary diagrams (Figure 7.5) visualize how each corridor scored in the field.

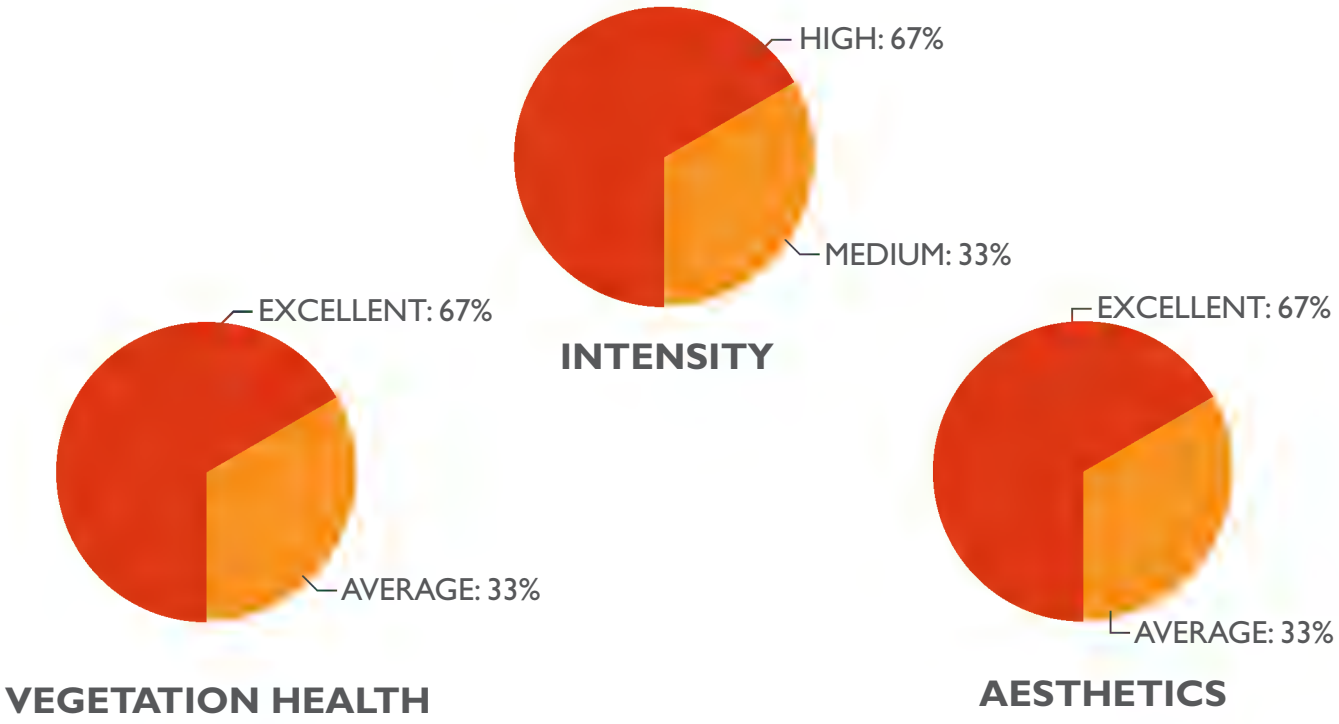


Figure 7.5 SR 453 Overall Takeaways

TYPICAL PLANT PALETTE

High Intensity Mix: Tulip Poplar, Bald Cypress, Slash Pine, Live Oak, Red Cedar, Sweet Gum, Eastern Red Bud, Sycamore, Shumard Oak, Green Ash, Sabal Palm, Sabal Minor, Crape Myrtle, Muhly Grass, Cord Grass, Coontie

Medium Intensity Mix: Pines, Live Oak, Sycamore, Bahia Sod

PLANT PALETTE COMMENTS

- Live oak, sabal palm, pine, and tulip poplar canopies are established and in good health.
- Cordgrass and muhly are showing some stress – monitor for replacement.
- Groundcover plant material was recently planted and in good condition.
- Saw palmetto, coontie, and firebush are standouts in this segment.

CHAPTER 8:
SR 528 CORRIDOR

As you enter the 528, a sense of adventure often accompanies the journey, serving as a vital link for residents and visitors connecting to Interstate 4, the attractions area, Orlando International Airport, and the east coast beaches, including Cape Canaveral. CFX oversees the 23 miles extending from near Boggy Creek Road to State Road 520.

Entering the corridor from US 441, the views are characterized by adjacent commercial and industrial uses, occasionally softened by mature buffers. Approaching MCO, planes on approach signal the proximity to the airport. Passing through the 528/SR 436 interchange, newly planted sweeps of grasses and groves of palms and pines frame the ramps and overpasses. Moving swiftly eastward, the Goldenrod interchange is well planted, contrasting with the Narcoossee interchange that follows.

Approaching the 417, the ramps and overpasses curve around mixed wetland hardwood and cypress, with the introduced landscape seamlessly blending into the natural surroundings. Continuing east, borrowed views of mixed wetland hardwoods, pine flatwoods, dry prairies, and cypress domes dominate the rural landscape. The right-of-way remains open, with occasional native vegetation making inroads into the corridor. The new Brightline tracks parallel the roadway, and further east, ranchland and striking cypress domes become visible in the distance.

OVERALL CORRIDOR

Figure 8.1 SR 528 Overall Corridor

SR 528

AT A GLANCE

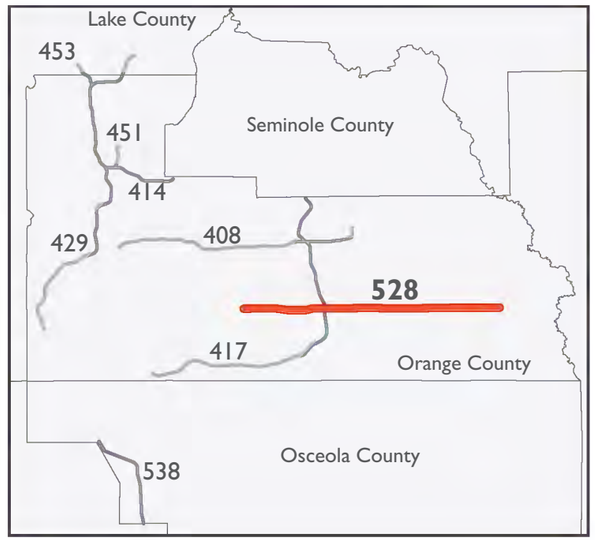
- The study area is 23 miles.
- Nickname: Martin Anderson Beachline Expressway
- The expressway connects residents and visitors to the airport, the east coast beaches and theme parks at I-Drive.

Traffic Count:

- AADT: 90,500 (west of SR 417)
- AADT: 62,500 (east of SR 417)

Adjacent Character:

- Urban, suburban, rural and natural



Context Map

LEGEND

- SR 528 Study Corridor
- Major Roads
- Municipal Boundaries
- Open Space
- Construction Alert

LANDSCAPE INTENSITY

Figure 8.2 SR 528 Landscape Intensity

LANDSCAPE INTENSITY

The landscape alongside the 528 is predominantly characterized by urban/suburban medium intensity, particularly east at Boggy Creek Rd interchanges with low-intensity corridors. Notably, the landscape transforms into high intensity at the 528/SR 436 interchange and the corridor leading to this significant gateway to Orlando and the Orlando International Airport.

The 528/417 interchange presents a medium intensity with extensive natural vegetation pockets. Moving eastward, the intensity diminishes to low as the route traverses more natural and rural areas, with interchanges and gantries adhering to this pattern.

TYPOLOGY AND INTENSITY LEGEND

Construction Alert

INTERCHANGE | BRIDGE | MAINLINE TOLL GANTRY | TOLL RAMP | CORRIDOR

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

HIGH INTENSITY

Figure 8.3 SR 528 High Intensity

NOTES

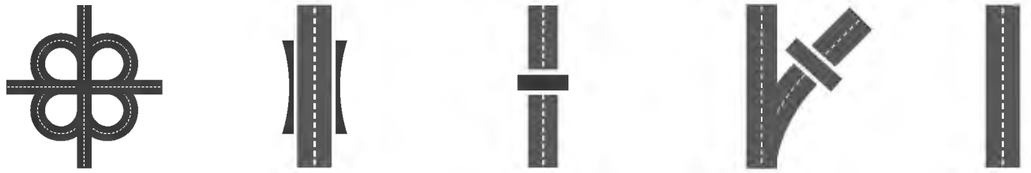
The high-intensity landscape of SR 528 is concentrated around the 538/436 interchange, serving as the gateway to Orlando International Airport. Within this area, both aesthetic quality and vegetation health are excellent.

Table 8.1 SR 528 High Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Excellent aesthetics • Excellent vegetation health • Pond edge • A phased reduction of temporary irrigation to ensure vegetation establishment	• New installation could use plants more effectively • Lacks detailed maintenance - edging, replacing plants and weeding • Heavy maintenance and the edge condition • Vegetation resiliency, as landscape irrigation transitions from temporary to non-irrigated • Edge condition between turf and beds • Erosion

Construction Alert

TYPOLOGY AND INTENSITY LEGEND



INTERCHANGE | BRIDGE | MAINLINE TOLL GANTRY | TOLL RAMP | CORRIDOR

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 8.1
SR 528 / SR 436 Interchange (Exit 11)

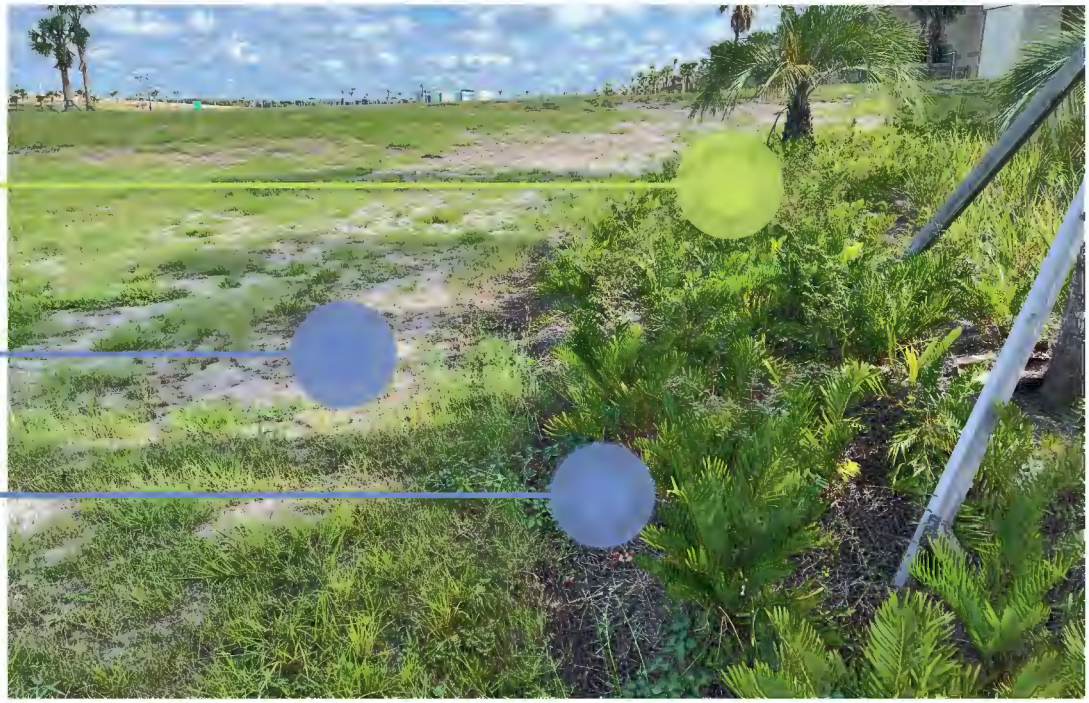
Image 8.2
SR 528 / SR 436 Interchange (Exit 11)

Clusters of sabal palms emphasize sense of place upon approach

Remove stakes
Taper watering for plant resiliency

Edge condition is a maintenance risk

Image 8.3
SR 528 / SR 436 Interchange (Exit 11)



Coontie, a bulletproof plant

Erosion

Edge-zones and beds lack detailed maintenance

Image 8.4
SR 528 / SR 436 Interchange (Exit 11)

MEDIUM INTENSITY

Figure 8.4 SR 528 Medium Intensity

NOTES

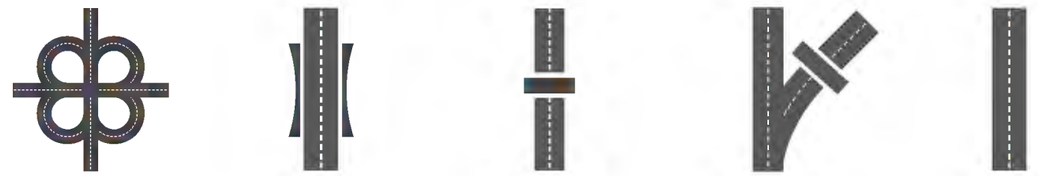
The medium-intensity landscapes of SR 528 feature a combination of mainline and ramp toll plazas, including the 528/417 interchange. The aesthetic quality and vegetation health within these areas vary from excellent to average. Notably, S Goldenrod Rd and 528/417 serve as exemplars of achieving a natural aesthetic and experience.

Table 8.2 SR 528 Medium Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Improve the aesthetics and littoral edge of stormwater ponds • Edge, wetland enhancement • Green infrastructure and stormwater control measures • Plant slopes more naturally	• Invasive plant species need to be managed • Washouts occur more often in areas mulched with pine bark • Understory plants need to be refreshed and/or replaced

TYPOLOGY AND INTENSITY LEGEND

Construction Alert



INTERCHANGE | BRIDGE | MAINLINE TOLL GANTRY | TOLL RAMP | CORRIDOR

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

Image 8.5
SR 528 / Goldenrod Rd (Exit 12)

Image 8.6
SR 528 / Goldenrod Rd (Exit 12)

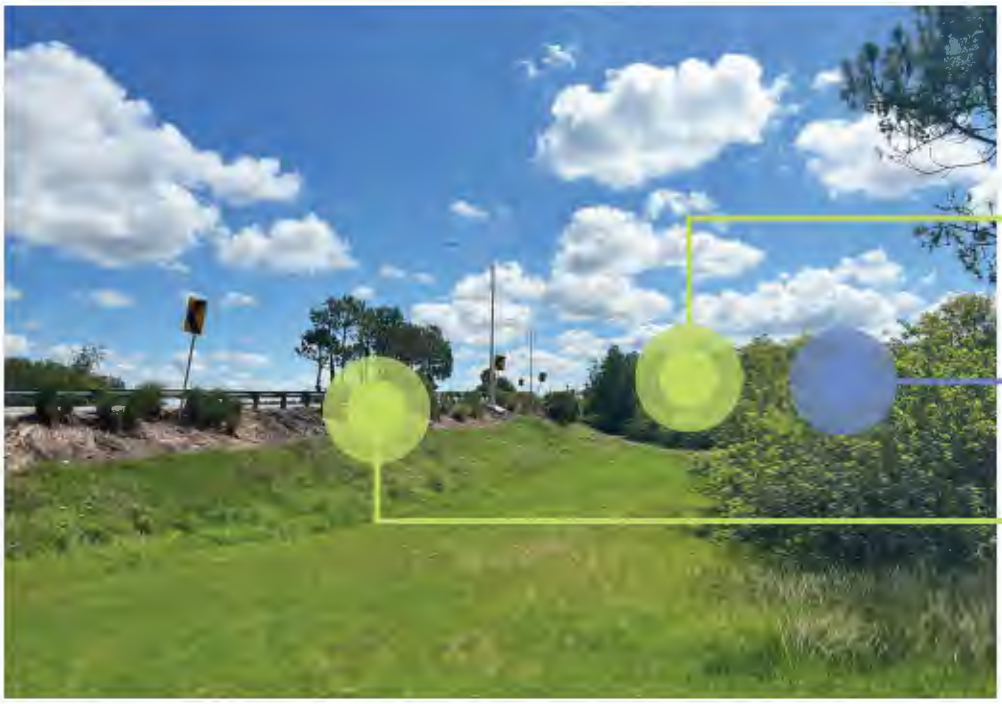


Image 8.7
SR 528 / SR 417 Interchange (Exit 16)

Image 8.8
SR 528 / Conway Rd (Exit 9)

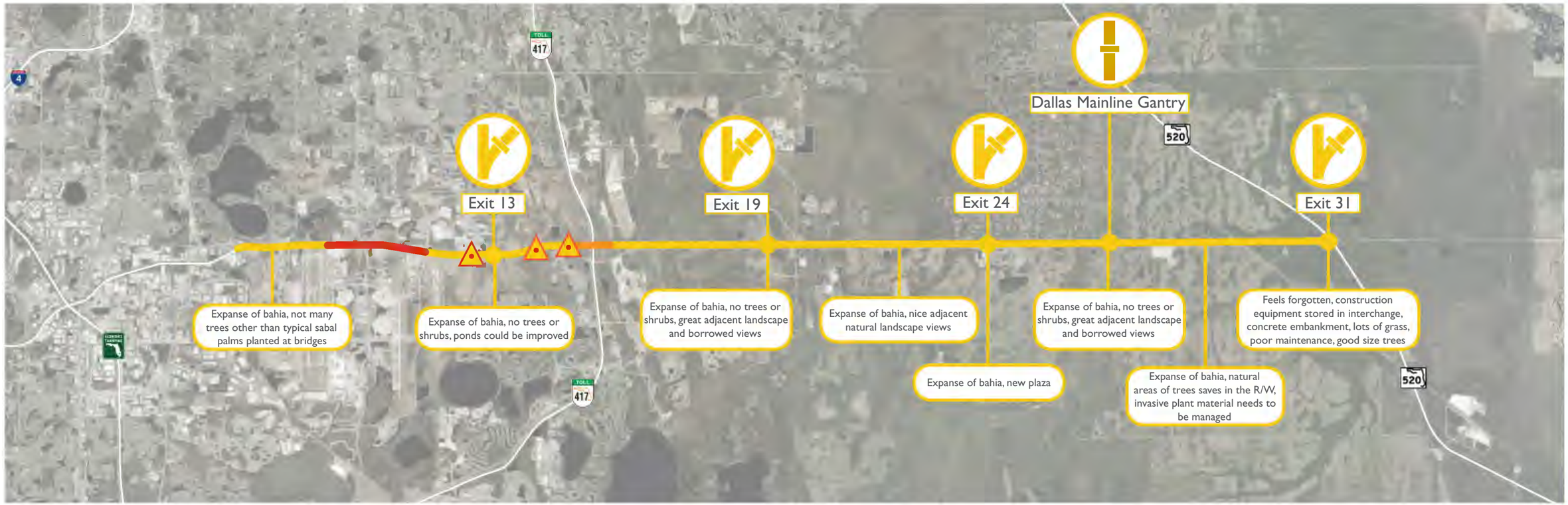


Figure 8.5 SR 528 Low Intensity

NOTES

The low-intensity landscapes within the SR 528 right-of-way consist mainly of mowed grass. These areas exhibit poor aesthetic quality and average vegetation health. Occasionally, there are occurrences of slash pines, red cedars, and sabal palms.

Table 8.3 SR 528 Low Intensity Opportunities and Constraints

OPPORTUNITIES	CONSTRAINTS
• Blend adjacent plant communities into the right of way • Borrowed views • Outstanding adjacent plant communities • Vegetate corridor	• Construction crews were using the R/W at the SR 520 exit as lay-down yards • The east-end of this corridor feels forgotten or in transition • Lacks gateway experience • The Dallas Mainline Plaza landscape lacks character and distinctiveness

TYPOLOGY AND INTENSITY LEGEND

Construction Alert

HIGH INTENSITY | MEDIUM INTENSITY | LOW INTENSITY

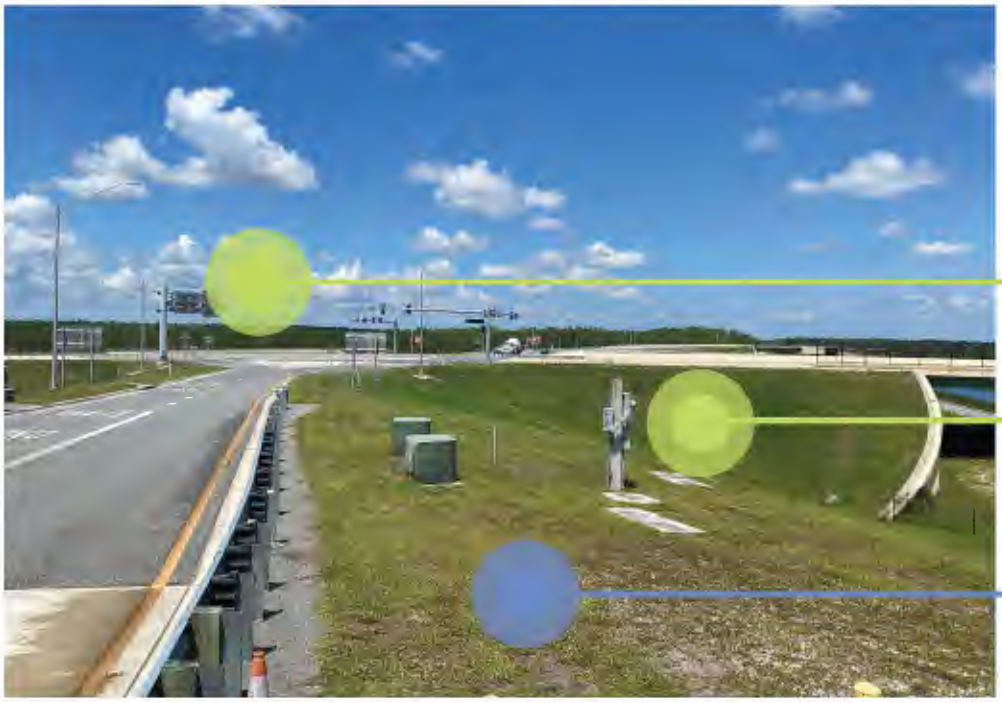


Image 8.9
SR 528 at Innovation Way (Exit 19)

Image 8.10
SR 528 at Dallas Mainline Gantry

Image 8.11
SR 528 at Innovation Way (Exit 19)

Image 8.12
SR 528 at SR 520 (Exit 31)

SR 528 OVERALL TAKEAWAYS

- The views along Boggy Creek Rd and Conway Dr are predominantly characterized by adjacent commercial and industrial uses, occasionally punctuated by mature buffers comprising sabal palm and pine groves.
- The 528/436 interchange features newly planted sweeps of grasses and groves of palms and pines that elegantly frame the ramps and overpasses.
- Goldenrod Rd is well planted, while Narcoossee Rd appears stark due to construction, presenting an opportunity for additional plantings.
- The ramps and overpasses of the 417 navigate around mixed wetland hardwood and cypress, and the introduced landscape mirrors this context, seamlessly blending into the natural surroundings.
- The 520 off ramps are unimproved, an opportunity for the integration of contextually sensitive rural landscapes.

Summary diagrams (Figure 8.6) visualize how each corridor scored in the field.

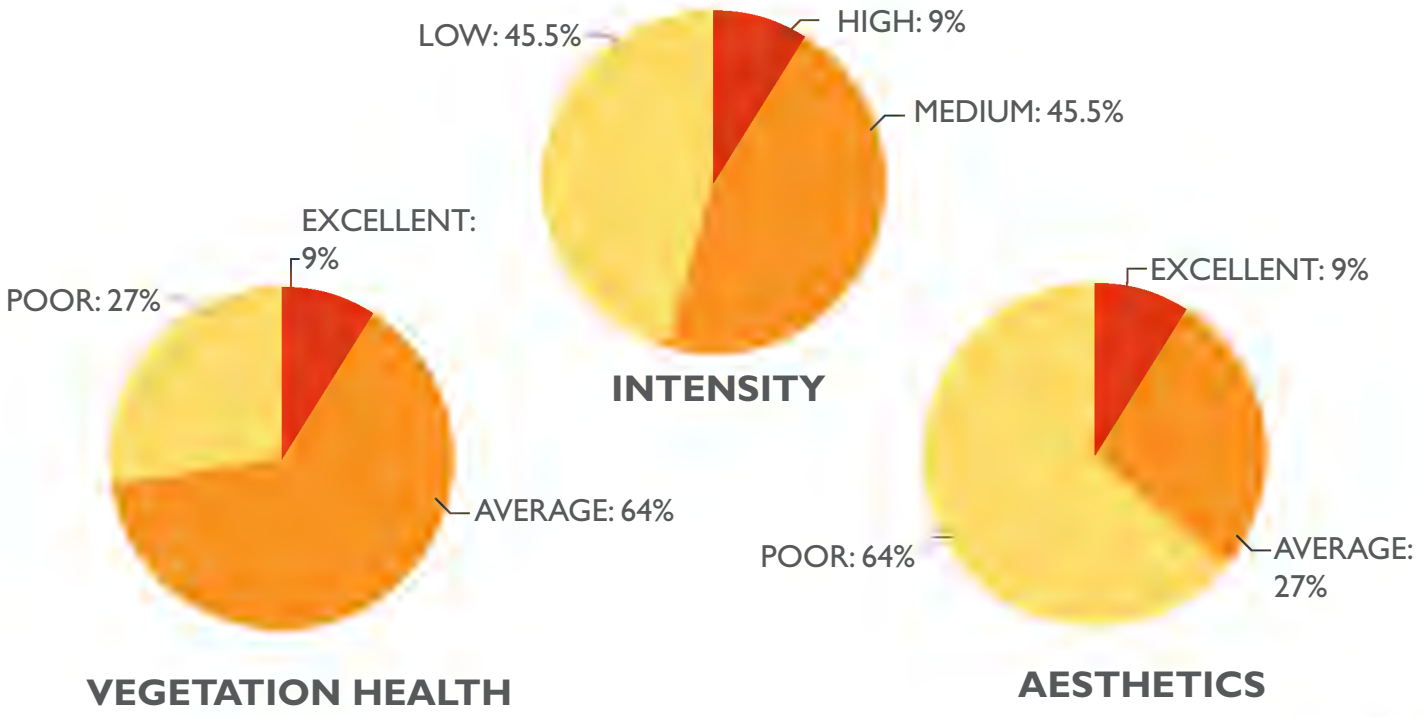


Figure 8.6 SR 528 Overall Takeaways

TYPICAL PLANT PALETTE

High Intensity Mix: Bald Cypress, Fakahatchee, Sweet Gum, Live Oak, Willow, Cordgrass, Red Cedar, Loquat, Magnolia, Coontie, Firecracker Plant, Bougainvillea, Crape Myrtle, Date Palms, Sweet Bay Magnolia, Red Maple, Pine, Sabal, Oleander, Tabebuia, Washington, Pindo Palm

Medium Intensity Mix: Sabal, Live Oak, Palmetto, Coontie, Jasmine, Plumbago, Slash Pine, Coontie, Jasmine, Plumbago, Oleander, Walters Viburnum, Duck Potato, Cord Grass, Wax Myrtle, Nandina, Indian Hawthorne, Laurel Oak, Ligustrum, Bald Cypress, Red Maple

Low Intensity Mix: Bahia, Red Cedar, Slash Pine, Sabal Palm

PLANT PALETTE COMMENTS

- Canopy trees and palms are in general good health and established providing a great framework.
- Grasses are hit and miss - cordgrass and muhly need replacement with fakahatchee showing hardiness in the corridor conditions.
- Coontie, firebush, and saw palmetto are very strong groundcovers whereas oleander and plumbago look good or bad depending on location.

CHAPTER 9: SR 538 CORRIDOR

Final landscaping along SR 538 within CFX R/W was not yet in place during evaluation of the systemwide landscape assessment. This report does not assess SR 538 landscaping

Source: DRMP

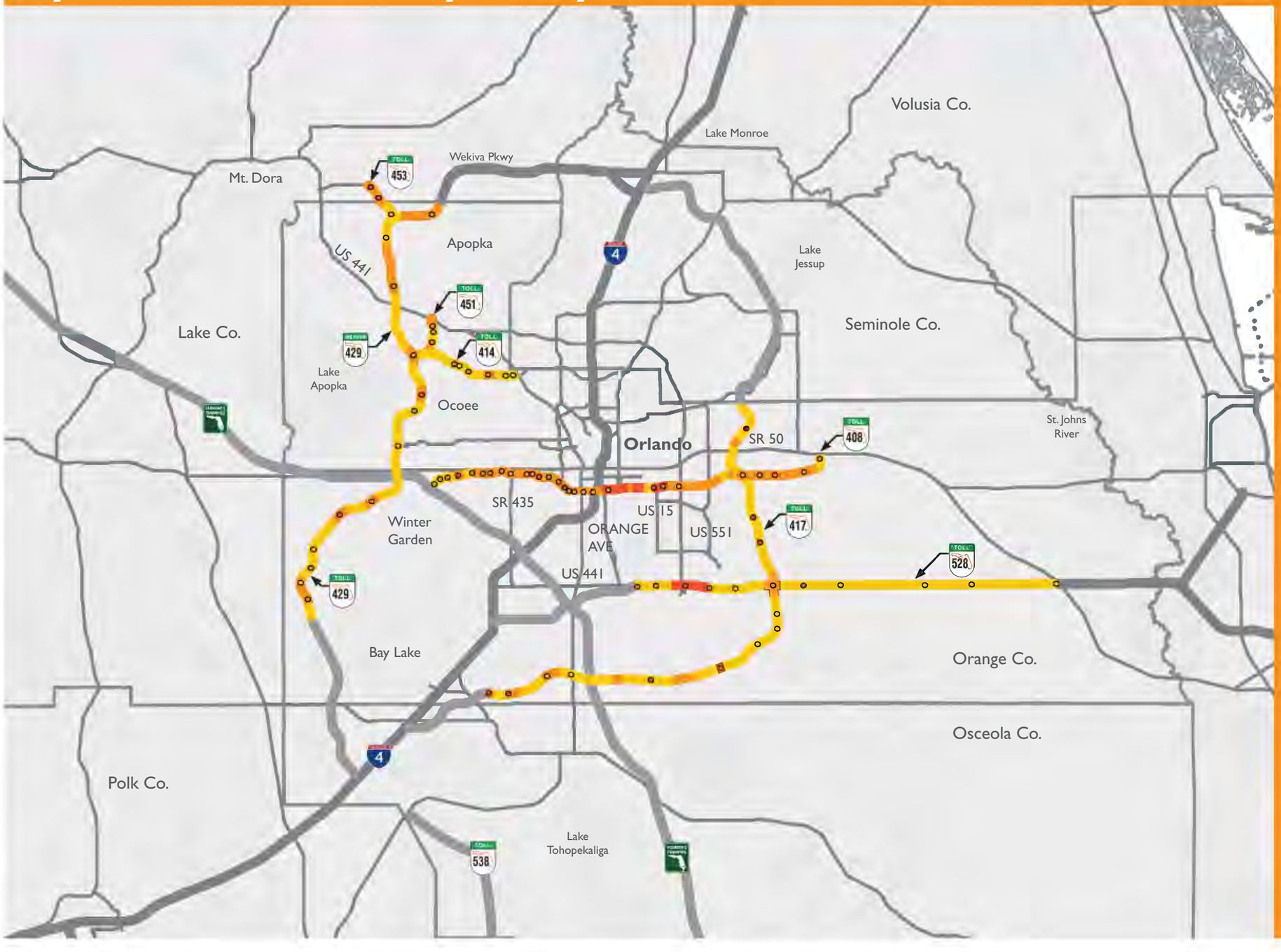
CHAPTER 10: RECOMMENDATIONS

Roadside landscapes should be considered opportunities for creating sustainable spaces rather than mere beautification areas. Landscapes within the CFX R/W need to be planned, constructed, and maintained in an environmentally responsible manner to ensure their long-term health and viability.

By incorporating the CFX landscape sustainability initiative and its key principles, landscapes can be designed and managed to be both aesthetically pleasing and environmentally responsible. This approach contributes to the overall health and resilience of the ecosystem. With over a million daily toll transactions, CFX has a chance to influence the region and future travel trends. The region served by CFX has over 3 million residents and attracts over 75 million visitors annually, making it one of America's most visited destinations.

The strategies in this chapter are meant to be integrated into the agency's design process and management system as opportunities arise.

Systemwide Intensity Study



This map depicts the existing landscape intensity, delineating high, medium, and low intensities. Distinct patterns emerge, showcasing elevated intensity levels concentrated around key nodes and corridors, gradually transitioning to medium and lower intensities as one moves toward the more rural expanses of the system. This data holds potential for integration into strategies aimed at enhancing and refining the system.

LEGEND

- Low Intensity
- Medium Intensity
- High Intensity
- Low Intensity Corridor
- Medium Intensity Corridor
- High Intensity Corridor

Figure 10.1 Systemwide Intensity Diagram

Key Recommendations

1. Landscape Design Standards
2. Low Investment / High Impact
3. Urban Ecology Showcase

Strategies

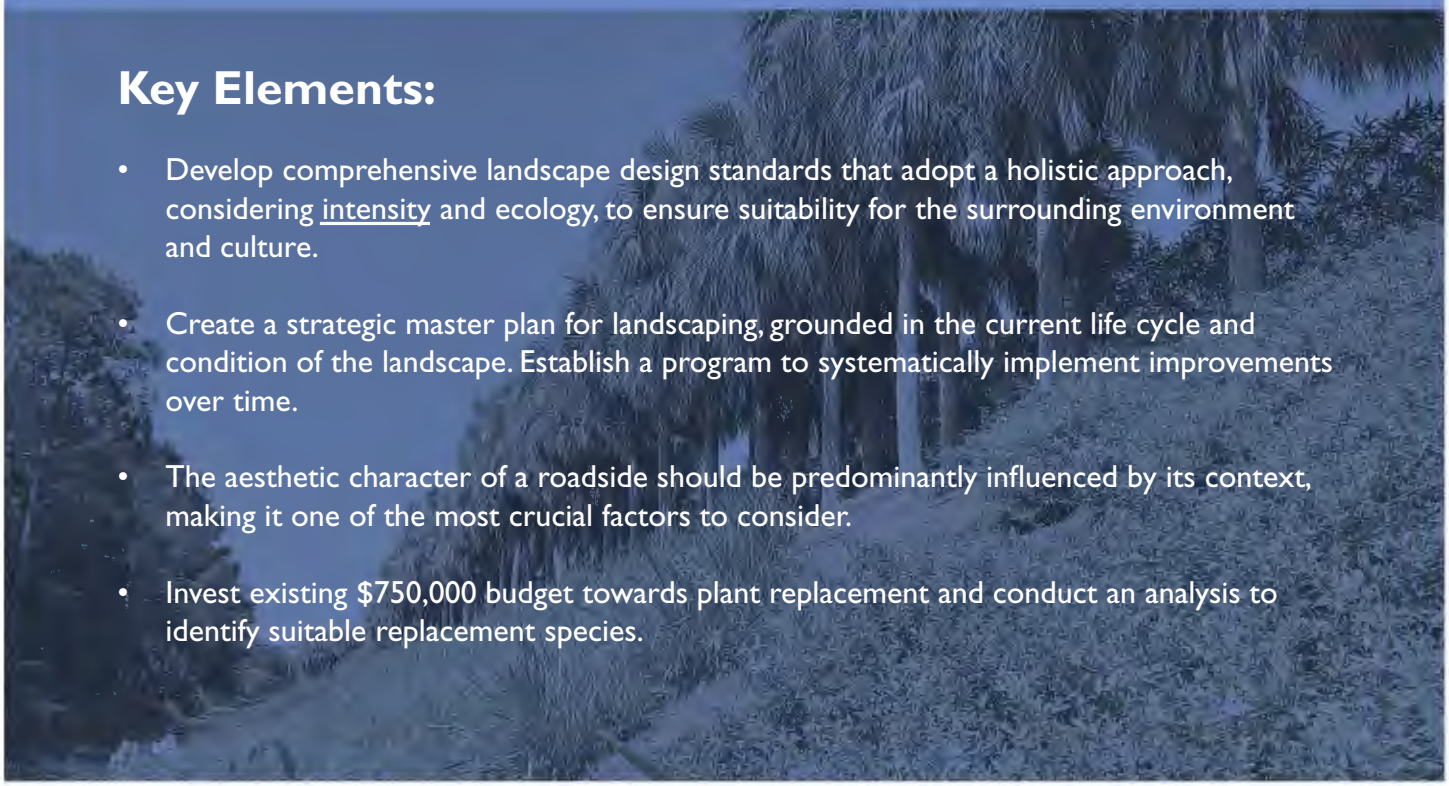
4. Targeted Mowing Strategies
5. Landscape Maintenance Zones
6. Typology Maintenance Zones
7. Life Cycle Tool Kit
8. Workflow And Collaboration
9. Test Plots As Living Labs
10. Soil Amendments And Compost
11. Roadside Carbon Sequestration
12. Florida Wildlife Corridor

1. Landscape Design Standards

Establishing landscape standards is essential for providing a solid foundation for design that aligns with CFX's vision and brand. This involves incorporating standardized design principles and selecting plant palettes informed by adjacent communities—both natural and cultural—to create a cohesive aesthetic throughout the system.

The planning concept of geo-design involves studying landscape systems to uncover clues for selecting aesthetic principles and plant materials. These layered elements encompass current and future land use, ecoregions, lake regions, soils, slope, solar aspect, plant communities, wildlife corridors, lakes, rivers, open space facilities, and other natural and built landscapes.

Once standards have been established, designers can begin to define different design districts along the corridor. At this level of analysis, multiple contextual elements can be distinguished. The aesthetic design of these districts would reflect the contextual ecoregions and plant communities, and inform overarching systemwide sustainable landscape design principles.



Key Elements:

- Develop comprehensive landscape design standards that adopt a holistic approach, considering intensity and ecology, to ensure suitability for the surrounding environment and culture.
- Create a strategic master plan for landscaping, grounded in the current life cycle and condition of the landscape. Establish a program to systematically implement improvements over time.
- The aesthetic character of a roadside should be predominantly influenced by its context, making it one of the most crucial factors to consider.
- Invest existing $750,000 budget towards plant replacement and conduct an analysis to identify suitable replacement species.

2. Low Investment / High Impact

Noteworthy areas that caught our attention include:

- The presence of a tree canopy, where it is established, significantly enhances the user experience on CFX.
- Maintain a healthy canopy through arbor care, and selectively add or remove material as needed.
- Refresh shrub areas in landscapes that are underperforming or in need of replacement.
- Replace shrub material with suitable alternatives when it dies.
- Ensure proper maintenance by mowing and edging planting beds.
- Keep mulch in beds well-maintained.
- Ensure irrigation occurs within the prescribed timeframe in newly established landscapes and gradually taper the irrigation to avoid shocking plants.
- There is a need to replant, reestablish, emphasize, and maintain the beds. Starting with SR 408, which is the most heavily landscaped area.
- A dedicated champion is required for landscape design and review. GEC should focus on reviewing rather than performing the designs.
- Develop a landscape budget for mainline and legacy projects that currently lack landscaping.

3. Urban Ecology Showcase

Big picture thinking is necessary to make substantive changes in the management of roadside landscapes. Moving away from traditional maintenance practices takes research and planning, and shifting aesthetic preferences comes with education and appreciation. Therefore, CFX could assist in spreading the word to change perceptions about roadside landscapes. We must ask ourselves, what other services could this roadway provide? What if we rethink the relationship between roadways and the adjacent landscape? What if we view the roadside landscape as an opportunity to create an urban ecological showcase?

For example, botanical gardens have served a variety of purposes throughout history. In modern times, most botanical gardens are concerned primarily with exhibiting plants in a scheme that emphasizes natural relationships. As world populations become more urbanized, botanical gardens are recognized as important cultural resources. Botanical gardens offer the public part of the natural environment that they may no longer have access to; furthermore, they offer a mental respite and suggest new interests with sustainability and the natural world. The R/W of CFX could provide this cultural resource by showcasing best practices for corridor landscapes.

4. Targeted Mowing Strategies

The CFX roadsides are mowed 12 times per year, and slopes are mowed 8 times per year. Reducing mowing frequency can result in immediate benefits, such as lower costs and reduced carbon emissions. However, considerations for vegetation management extend beyond budget considerations; both the timing and frequency of mowing have ecological consequences for native plants, animals, and pollinators.

Reducing mowing frequency also involves educating the public about the benefits associated with a more sustainable management approach. Without understanding the intrinsic values linked to a less manicured aesthetic, public responses may be critical. Although roadside mowing is a standard practice in the United States, it has not necessarily translated to an environmental perspective on roadside vegetation.

Implementing targeted mowing that aligns with safety and aesthetic goals, while reducing maintenance requirements, can maximize benefits for all. If these goals can be achieved with less frequent mowing, financial resources could be redirected toward more productive uses.

Key Elements:

- Implement mowing reduction strategies by focusing on mowing the edges and establishing designated no-mow areas.
- Decrease mowing frequency to enhance carbon uptake.
- Develop precise mowing schedules to safeguard nesting birds and preserve pollinator habitat.
- Explore unmanned mowing technologies.
- Explore electric mowing technologies.

5. Landscape Maintenance Zones

Creating maintenance zones in the R/W allows for functional use that aligns with safety requirements, reduces areas that need maintenance, and maximizes ecosystem benefits.

Zone 1

The initial 15 feet of the R/W will undergo regular mowing during the growing season, commonly referred to as "strip mowing". The mowing height can range from 4 to 8 inches, depending on the terrain and existing plant species. It is crucial to maintain a tidy edge along the roadside next to the pavement for the following reasons:

- It fulfills the criteria of the "designed clear zone."
- It creates an "orderly frame," as described by Joan Nassauer, contributing to positive public perceptions.
- It enables safe runoff of water from the pavement surface.

Zone 2

From 15 to 35 feet, depending on the right-of-way width, the operational zone can be planted with various plant species to achieve multiple goals. Plantings in this area will not exceed 24 inches in height and will consist of grasses or herbaceous flowering plant species (forbs).

- This continues to fulfill the criteria of the "designed clear zone."
- Decreases the need for mowing while enhancing the beauty and ecological advantages of the R/W.

Zone 3

This area starts 30-50 feet away from the outer through lane. It can be planted with a variety of plant species to achieve multiple goals, with a particular emphasis on enhancing the environmental impact and ecological benefits of the roadside R/W.

Planting strategies include but are not limited to:

- Restoring native grasslands and creating pollinator meadows.
- Producing seeds from native plants.
- Cultivating canola or other biodiesel crops.
- Planting for the purpose of carbon sequestration.
- Growing crops for hay or other fiber production.
- Replanting or restoring forests.

Source: CA DOT, Alternatives to Labor Intensive Tasks in Roadside Vegetation Maintenance, 2008.
M. Quirey, GDOT and The Ray Highway, Roadside Landscape Typologies, 2020.

6. Typology Maintenance Zones

Similar to the concept of creating maintenance zones in the R/W, establishing zones based on typology offers similar opportunities, albeit in different ways.

Medians

In this typology, a mowed edge might be unnecessary if planted with native grasses or forbs that stay under 18 inches in height. Innovative methods can be applied to plant in the designated clear zone, minimizing the need for frequent mowing and achieving an aesthetically pleasing result.

Behind the Guardrail

As this typology lacks the specified clear zone requirements, it is the sole typology allowing for permanent structures, trees, or shrubs in proximity to the roadway.

Interchanges

Interchanges frequently feature expansive, flat regions alongside steep bridge embankments, encompassing both exceptionally dry and wet areas. These diverse conditions present unique opportunities for innovative approaches to integrated roadside vegetation management. Navigating the large flat spaces between on/off ramps and the main roadway presents both challenges and prospects.

Toll Ramp Plaza & Mainline Toll Gantries

Where guardrails are present, plant dense trees and shrubs to enhance the landscape and to create a distinctive landscape experience.

Bridges

Bridges are unique structures with their own appeal. Emphasize erosion control on embankments and highlight architectural features. Utilize guardrails to plant native trees, shrubs, grasses, and flowers, introducing color and seasonal interest.

Corridor

Emphasize extensive restoration, particularly beyond the clear zone. Given the grasslands' status as one of the most endangered ecosystems in the US, these corridors provide a chance for landscape rehabilitation and serve as research test plots.

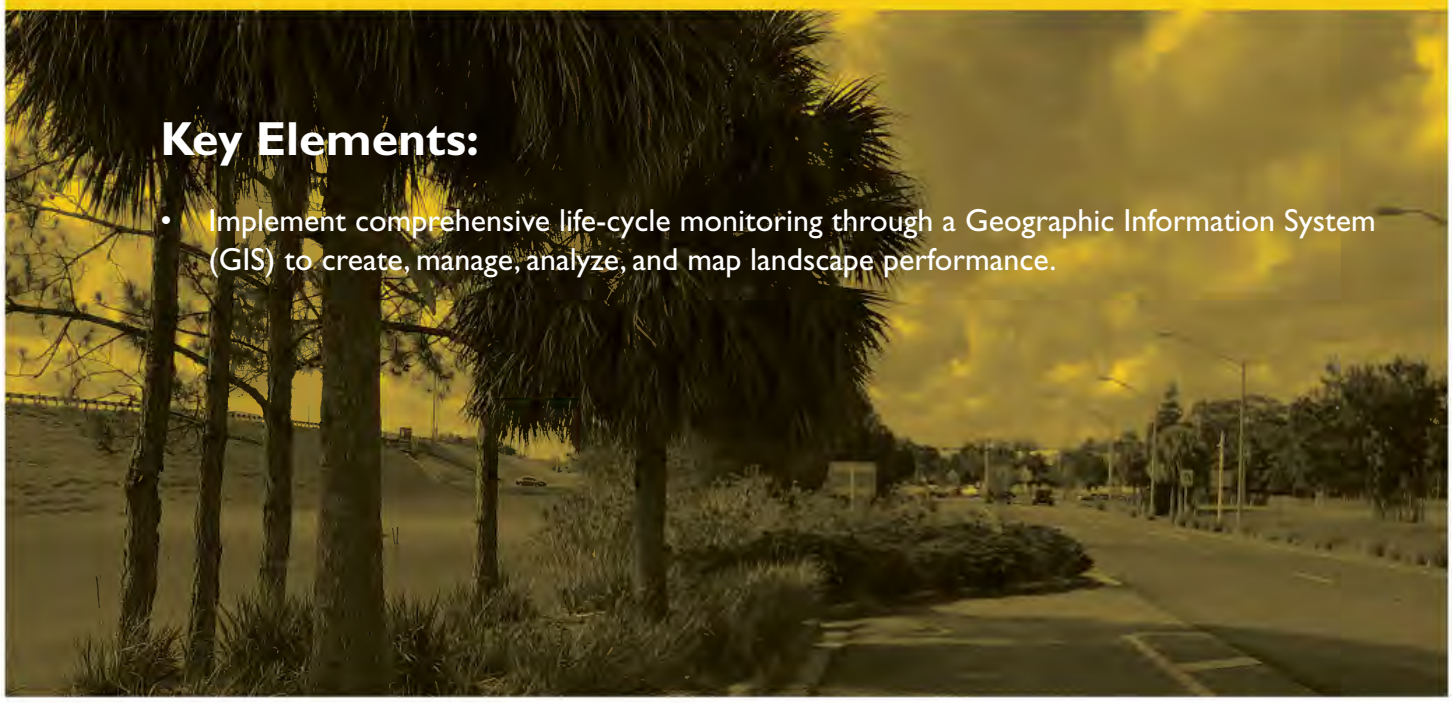
Source: CA DOT, Alternatives to Labor Intensive Tasks in Roadside Vegetation Maintenance, 2008.
M. Quirey, GDOT and The Ray Highway, Roadside Landscape Typologies, 2020.

7. Life Cycle Tool Kit

Infrastructure planning demands extensive coordination within a transportation organization and across various agencies. This collaboration ensures the alignment of shared goals, objectives, performance measures, and targets. Geographic Information Systems (GIS) technology serves as a framework for data sharing, enabling agencies to collaborate, share information, and have a unified understanding of project details.

Currently, CFX tracks lifecycle costs for pavement and hardscape features but not for landscape assets or maintenance activities. Adopting an integrated maintenance approach is crucial for sustaining a healthy roadside environment. Strategies conceived during design and construction may seem cost-effective initially but could incur higher expenses over a product's lifecycle, considering long-term replacement costs.
Maintenance personnel can monitor sustainable roadside commitments and assess the maintenance level needed for each strategy. Annual data evaluation can reveal common themes, successes, failures, and unique circumstances requiring attention. Some strategies may need adjustments or removal, while others may serve as successful models for replication on future projects.

In Europe, governments have implemented whole information life cycle requirements (building information modeling [BIM] standards) for major publicly funded projects, anticipating cost savings of around 20 percent per project. It's time for American infrastructure to follow this lead.



Key Elements:

- Implement comprehensive life-cycle monitoring through a Geographic Information System (GIS) to create, manage, analyze, and map landscape performance.

8. Workflow and Collaboration

In addition to plant materials and project site conditions, effective communication and collaboration among various disciplines early in the design process are crucial. This ensures a shared understanding of diverse project goals and objectives from each group. Early interaction allows for open discussions and the identification of potential conflicts.

Key Elements:

- Revise the structure of the CFX, General Engineering Consultant (GEC), and Continuing Services Consultants (CSC) workflow for landscape projects to align with the management approach used for engineering projects. Incorporate Design Standards to direct CSCs' work, enabling peer review by the GEC and, ultimately, CFX. This adjustment aims to enhance capacity to keep pace with new construction.

- Initiate discussions with other jurisdictions to facilitate the exchange of ideas and inspiration. Organize annual workshops to foster the sharing of ideas and lessons learned.

- Conduct internal design charrettes to collaborate with stakeholders. Participate in focused planning or design sessions to tackle specific challenges and generate creative solutions for projects or communities.

9. Test Plots as Living Labs

CFX has conducted planting bed tests at their headquarters, demonstrating a commitment to advancing sustainability efforts across the right-of-way (R/W).

Collaboration opportunities exist with the University of Florida and the University of Central Florida to explore designed test plots. In partnership with CFX, these studies would examine installation practices, plant material, watering methods, soil mediums, and innovative maintenance techniques to achieve optimal aesthetic, ecological, and financial outcomes for CFX's roadsides.

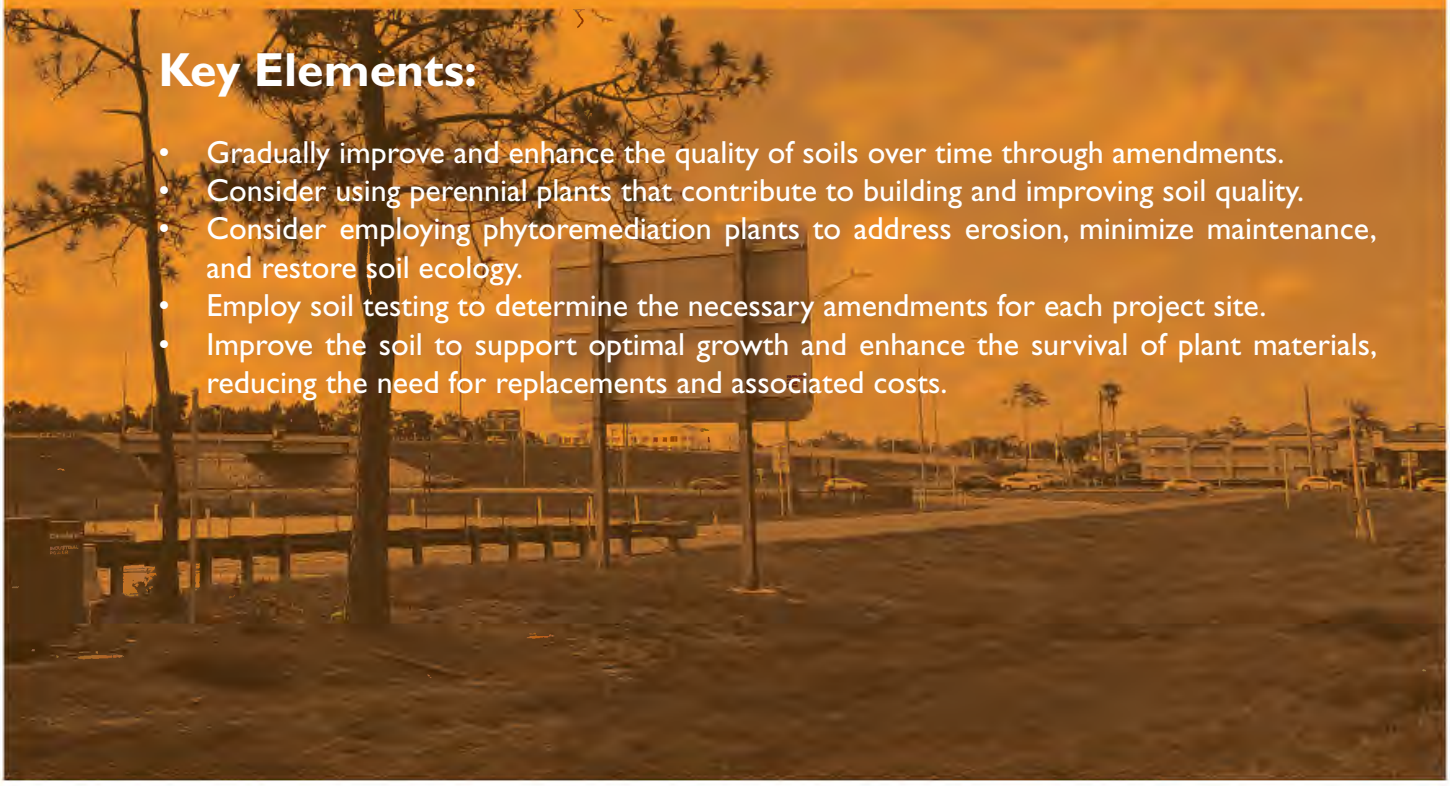
Key Elements:

- Partner with research institutions to conduct systematic testing and measurement of trials.

10. Soil Amendments and Compost

Soil information is crucial for creating sustainable landscapes but is often overlooked in construction plans. To enhance the likelihood of plant survival, understanding the soil type and condition is essential. If there's limited existing topsoil, consider using furnished topsoil or producing it on-site. Take soil samples for analysis in a laboratory to assess organic, mineral, and pH composition, guiding any necessary soil treatments before planting.

Optimizing soils in a cost-effective way improves the chances of vegetation establishment and long-term survival compared to planting directly in existing soils. Amended topsoil also fosters a healthier environment for insects and micro-organisms, enhancing overall landscape resilience. While soil testing and amendments incur costs, having this information before planting can save expenses associated with revegetation in the long run.



Key Elements:

- Gradually improve and enhance the quality of soils over time through amendments.
- Consider using perennial plants that contribute to building and improving soil quality.
- Consider employing phytoremediation plants to address erosion, minimize maintenance, and restore soil ecology.
- Employ soil testing to determine the necessary amendments for each project site.
- Improve the soil to support optimal growth and enhance the survival of plant materials, reducing the need for replacements and associated costs.

11. Roadside Carbon Sequestration

The primary human activity emitting CO2 is the burning of fossil fuels for energy in transportation. Thus, the transportation industry must find ways to reduce its impact on climate change and preserve crucial natural resources. Leveraging CFX R/W for carbon sequestration provides an opportunity. Through natural absorption and tailored landscape management, the biomass and root systems of R/W vegetation can capture and store carbon. This can be achieved through CFX landscape projects or partnerships with private entities looking to offset their carbon footprints by supporting landscape and maintenance projects. Encouraging natural growth is the simplest way to capture carbon, but larger-scale efforts like reforestation, landscape rehabilitation, and reclaiming land for agriculture in the R/W can significantly contribute to carbon capture.

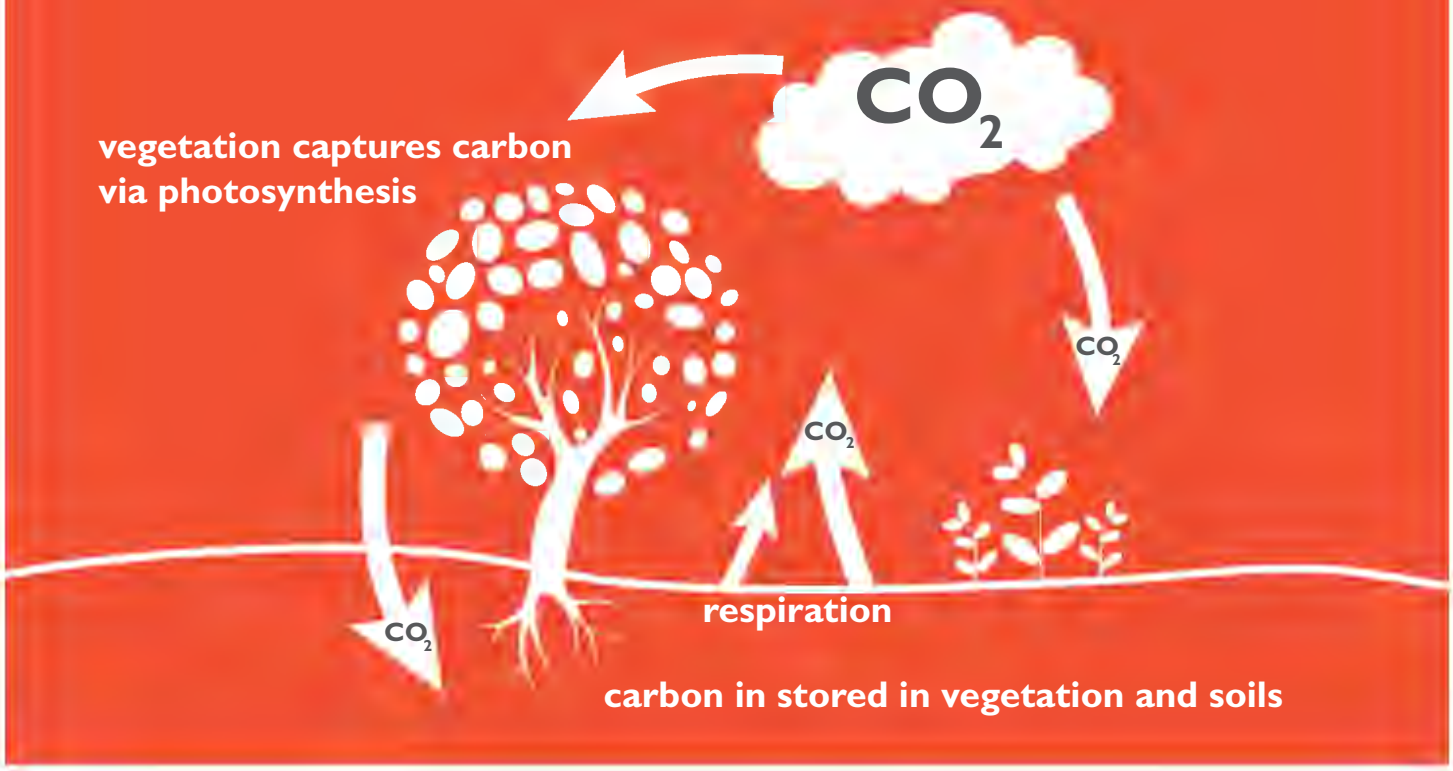
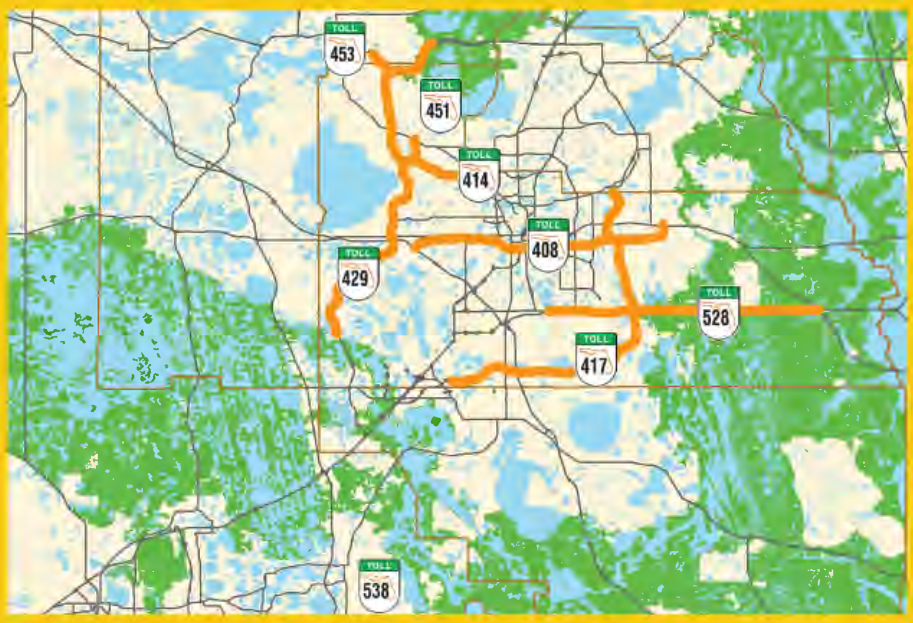


Figure 10.2 Carbon Sequestration Diagram, *Source: NJ Dept. of Environmental Protection*

12. Florida Wildlife Corridor

The Florida Wildlife Corridor is a part of state law designed to safeguard around 18 million acres of connected systems of public and private land and waterways. The goal is to permanently protect, connect, and restore this corridors, crucial for preserving Florida's biodiversity, water resources, and other ecosystem services. This legislation prioritizes the safeguarding of wildlife and ecological hubs, aligning with a strategic plan for Florida's future. The corridor plan unites ecology and the economy, bringing together leaders from business, conservation, and government to find solutions that balance Florida's growth with the protection of the wildlife corridor, a vital and at-risk resource.

Wildlife Corridors of Central Florida



In designing roadways and functional corridors, it's vital to consider specific criteria that promote the protection of habitats, facilitate wildlife movement, and sustain ecosystem services within wildlife corridors.

Legend

- Wildlife Corridor
- Surface Water
- CFX Roadway
- Major Roadways
- County Lines

Figure 10.3 Wildlife Corridors of Central Florida, *The Florida Wildlife Corridor, 2021*

Conclusion

The expansive right-of-way maintained by the Central Florida Expressway represents an enormous and largely untapped potential for ecosystem rehabilitation and the promotion of sustainable practices. To progress effectively, it is imperative to recognize that roadside landscapes, often overlooked, can be leveraged as a valuable resource. Indeed, treating the landscape as a resource requires recognizing its complexity and contemplating how to maximize its potential. This perspective implies viewing the natural or designed environment not merely for its aesthetic appeal but also as a versatile asset that can be utilized, managed, or optimized for purposes such as ecosystem services, sustainability efforts, or aesthetic enhancement.

The recommended approach involves a comprehensive analysis of current practices in comparison to sustainable strategies. This process aims to identify areas for improvement and innovation in maintenance practices, ultimately enhancing efficiency and promoting more sustainable outcomes. Through experimentation and the implementation of forward-thinking methods, the goal is to redefine the conventional approach to roadside landscapes.

Critical to the success of these endeavors is a commitment to continuous monitoring and evaluation. This ongoing assessment ensures that the implemented strategies align with their intended goals and contribute positively to safety, sustainability, and aesthetic enhancements. By actively seeking feedback and adapting strategies based on real-world performance, the Central Florida Expressway can foster a dynamic and evolving approach to its roadside landscapes.

Furthermore, this study and its recommendations serve as a guide for enhancing not only safety, sustainability, and beauty but also for positioning roadside landscapes as influential contributors to broader environmental goals. As ecosystems within the right-of-way flourish and showcase sustainable practices, they have the potential to act as catalysts, driving a broader acceptance of sustainability principles in the built environment. This ripple effect extends benefits not only to the present community but also lays the foundation for a more sustainable and appreciated environment for future generations.

Attachment “2”

Key Personnel and
Minimum Experience Requirements

ATTACHMENT "2"

KEY PERSONNEL AND MINIMUM EXPERIENCE REQUIREMENTS

LANDSCAPE PROGRAM MANAGEMENT CONSULTANT SERVICES

1 REQUIRED POSITIONS AND DESCRIPTIONS

1.1 Program Manager:

A Bachelor's Degree in Landscape Architecture from an accredited university and registered in the State of Florida as Professional Landscape Architect with fifteen to twenty (15-20) years of experience as well as experience in program management. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage staff; and ability to develop and revie policies, methods, practices and procedures. Knowledge of CFX and FDOT polices procedures, and standards is preferred. This position shall be an employee of the prime consultant located in the Proposer's Central Florida office. This position may be used to perform 2.2 Landscape Architect below.

1.2 Landscape Architect

A Bachelor's Degree in Landscape Architecture from an accredited university and registered in the State of Florida as Professional Landscape Architect with ten to fifteen (10-15) years of experience as well as experience. Qualifications include graphic design abilities both for drawing and visual presentations; hardscape design and construction field experience; landscape design and construction field experience; Roadway specific landscape design experience; project management and project programming experience; project budgeting; extensive use or understanding of CADD programs; and ability to communicate effectively in English (verbally and in writing) and to large groups of people. Knowledge of CFX or FOOT roadway plan documents and guidelines is preferred. This position shall be an employee of the prime consultant located in the Proposer's Central Florida office.

1.3 Project Manager:

A Bachelor's Degree in Landscape Architecture or related field with eight to twelve (8 - 12) years of landscape design/construction and/or project management experience. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage a project team. Knowledge of CFX and FDOT policies, procedures, and standards is preferred. This position shall be an employee of the prime consultant located in the Proposer's Central Florida office.

1.4 Environmental Scientist:

A minimum of eight to twelve (8-12) years of experience in landscape sustainability, soil science and environmental assessment. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people. This position may be an employee of the prime consultant or a sub-consultant to the prime.

CONSENT AGENDA ITEM
#14

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of First Contract Renewal with Masis Staffing Services, LLC for Janitorial Staffing Services
Contract No. SCON-10000390

Board approval of the first renewal for the above referenced contract with Masis Staffing Services, LLC in the amount of $140,000.00 is requested. The original contract was for a one-year term with nine one-year renewal options.

The work to be performed includes janitorial staffing services for CFX Headquarters and the Magnolia E-PASS Service Center.

Original Contract	$140,000.00
First Renewal	$140,000.00
Total	$280,000.00

This contract is included in the OM&A Budget.

Reviewed by:

Bryce Rainey
Director of Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

RENEWAL NO. 1

to

CONTRACT NO. SCON-10000390

(Formerly Contract No. 002240)

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

MASIS STAFFING SERVICES, LLC

THIS RENEWAL AGREEEMENT (**"Renewal"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **MASIS STAFFING SERVICES, 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-10000390** 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 **October 22, 2026** and expiring on **October 21, 2027.** There are **eight (8)** renewal options left on this Agreement.

2. This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$140,000.00** 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 only one)

☐ No amendment **($0.00** increase).

☒ An increase of **$140,000.00**, thereby making the new total "Not to Exceed" Contract Amount for the Agreement **$280,000.00**.

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

D. 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, with each such counterpart constituting an original and all of which taken together shall constitute one and the same agreement.

E. Binding Effect; Entire Agreement. To the extent not amended by this Renewal, the Parties reaffirm all the terms and conditions of the Agreement, which are hereby merged with this Renewal and shall continue to remain in full force and effect for the duration of the Renewal Term. 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 regarding the underlying subject matter.

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 undersigned signatory, authorized to execute the same by Board action on August 13, 2026, and Contractor signing through its undersigned signatory, duly authorized to execute same.

MASIS STAFFING SERVICES, LLC	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

CONTRACT NO. 002240

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY *and* **MASIS STAFFING SERVICES, LLC**

regarding

JANITORIAL STAFFING SERVICES AGREEMENT

JANITORIAL STAFFING SERVICES AGREEMENT **2**

Article 1: Administrative Contract Provisions **2**

1.1 Contract Term 2
1.2 Period of Performance 2
1.3 Contract Administrators 3
1.4 Notice Provision 3

Article 2: Scope of Services; Method of Compensation **4**

2.1 Scope of Services 4
2.2 Method of Compensation 4
2.3 Invoices 4
2.4 Withholding of Payment 4
2.5 Funding Availability 5

Article 3: Insurance; Liability **5**

3.1 Insurance 5
3.2 Indemnification 5
3.3 Sovereign Immunity 6
3.4 Independent Contractor 6
3.5 No Third-Party Beneficiaries 6

Article 4: Florida Vendor Eligibility Provisions **6**

4.8 Requisite Florida Vendor Forms 9

Article 5: Records **9**

5.1 Retention of Relevant Records 9
5.2 Audits; Records Access 9
5.3 Cooperation with Inspector General 10
5.4 Public Records 10

Article 6: General Terms and Conditions **10**

6.1 Ownership of Materials and Intellectual Property Rights 10
6.2 Communications, Public Relations, and Use of Logos 12
6.3 Infringement of Patents and Copyrights 12
6.4 Conflict of Interest; Ethics 12
6.5 Equal Employment Opportunity and Nondiscrimination 12
6.6 Assignments and Successors 13
6.7 Binding Effect; Conflicts 13
6.8 Construction and Representations 13
6.9 Counterparts and Electronic Transmission of Signatures 13
6.10 Governing Law and Venue 13
6.11 Headings 14
6.12 Jury Waiver 14
6.13 Modification 14
6.14 Remedies 14
6.15 Severability 14
6.16 Signatory 14
6.17 Survivorship 14
6.18 Waiver 14
6.19 Entire Agreement 15

CONTRACT NO. 002240

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY *and* **MASIS STAFFING SERVICES, LLC**

regarding

JANITORIAL STAFFING SERVICES AGREEMENT

THIS CONTRACT (**"Contract"**) is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"** or **"CLIENT"**), 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 **MASIS STAFFING SERVICES, LLC** (**"Contractor"** or **"STAFFING FIRM"**), a Foreign Limited Liability Corporation, with its principal place of business located at 1331 Grafton Street, Worcester, MA 01604, 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"**.

Article 1: Administrative Contract Provisions

1.1 Contract Term

1.1.1 **Initial Term.** This Contract's term shall begin on the date it is fully executed by the authorized representative of each party (**"Effective Date"**) and, unless otherwise modified or terminated in accordance with this Contract's terms and conditions, shall expire **1 year** thereafter (**"Initial Term"**).

1.1.2 **Renewals/Extensions.** CFX reserves the right to exercise renewal options each being **1** year in length (**"Renewal Terms"**) at its sole discretion. The sum of the Initial Term and any such Renewal Terms shall constitute the **"Contract Term"**, which may not exceed a total of 10 years.

1.2 Period of Performance

1.2.1 The **"Period of Performance"** for this Contract shall mean the period of time during which Contractor may incur obligations to carry out the Work authorized under this Contract.

1.2.2 The Contractor agrees to commence the Work on the date specified in the written *Notice to Proceed* from the Director of Procurement for CFX, which Notice to Proceed will become part of this Agreement.

1.2.3 Without the prior written consent of the Director of Procurement for CFX, which shall be granted at their sole discretion:

(A) CFX shall not be responsible for payment for any Work completed, services rendered, or costs incurred by Contractor, or any subcontractor, agent, or affiliate thereof, outside of the Period of Performance; and

(B) The Contractor shall be prohibited from invoicing or submitting any payment and/or reimbursement request for any Work completed, services rendered, or costs incurred by Contractor, or any subcontractor, agent, or affiliate thereof, outside of the Period of Performance.

1.2.4 Unless otherwise provided in the *Notice to Proceed*, the Period of Performance shall begin on the date reflected in the *Notice to Proceed* issued by CFX and conclude at the end of the Contract Term.

1.3 **Contract Administrators**

1.3.1 The parties have identified the individuals listed below to serve as the main points of contact for routine communications between the parties under this Contract. Such individuals may collectively be referred to as the **"Contract CAs"**.

(A) **To CFX:**

Central Florida Expressway Authority
Maintenance Department - Contract
Attn: Director of Maintenance
4974 ORL Tower Road, Orlando, Florida 32807

Central Florida Expressway Authority
Administration - Staffing
Attn: Chief Administrative Officer
4974 ORL Tower Road, Orlando, Florida 32807

(B) **To Contractor:**

Masis Staffing Services, LLC
Attn: Diane Oliva
5711 S Florida Avenue, Unit 5, Lakeland, FL 33813

1.3.2 Unless otherwise specifically required to be sent in accordance with **Section 1.3**, any communications sent to either of the Contract CAs by email to the addresses provided above shall be considered received on the first full business day following the date it was sent by the sending party.

1.3.3 Either party may change its Contract CA unilaterally and without need to amend this Contract by providing notice to the other in accordance with **Section 1.3**. Each party acknowledges its responsibility to advise the other party in the event of any change in the respective party's Contract CA's name and/or contact information as soon as practicable.

1.4 **Notice Provision**

Except as provided in **Section 1.2** above, notices specifically required in this Contract shall be in writing and shall be deemed to have been duly given when received, if delivered personally or by nationally recognized courier, or on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested, to the addresses provided below:

1.4.1 **To CFX:**

Central Florida Expressway Authority
Procurement Department
Attn: Director of Procurement
4974 ORL Tower Road, Orlando, Florida 32807

and

Central Florida Expressway Authority
Maintenance Department
Attn: Director of Maintenance
4974 ORL Tower Road, Orlando, Florida 32807

1.4.2 **To Contractor:**

Masis Staffing Services, LLC
Attn: Diane Oliva
5711 S. Florida Avenue, Unit 5, Lakeland, FL 33813

Article 2: Scope of Services; Method of Compensation

2.1 Scope of Services

Contractor will perform work as described in **Schedule 2: Position Specifications** and **Attachment 1: Masis Form Contract**, each as attached hereto and incorporated herein as a material part of this Contract.

2.2 Method of Compensation

2.2.1 Payment shall be based on **Exhibit A** of **Attachment 1: Masis Form Contract**.

2.2.2 The total amount paid by CFX under this Contract shall not exceed **$140,000.00** (the **"Not to Exceed Amount"**) for Work properly performed during the term of the Contract. Without a prior written, mutually agreed to amendment to this Contract, Contractor shall incur any expenses and/or costs exceeding such not-to-exceed amount at its own risk.

2.2.3 By executing this Contract, Contractor acknowledges and agrees that, unless otherwise agreed to in a separate writing executed by the authorized representatives of both parties, Contractor shall be solely responsible for any costs or obligations it incurs that exceeds the Not to Exceed Amount.

2.2.4 This Contract's use of a "not to exceed" maximum amount in no way entitles Contractor to payment of the maximum amount unless such amount has been fully earned by Contractor in accordance with the provisions of this Contract. Any portion of the maximum amount unexpended or remaining at the end of the Contract Term shall be retained by and/or returned to CFX.

2.2.5 Contractor understands and agrees that the Work is to be provided to CFX on an "as needed" basis and that the dollar values referred to in this Contract do not in any way constitute a guarantee of either the level of service or work that may be requested of Contractor by CFX, or payment of the total maximum amount to Contractor.

2.2.6 Notwithstanding any payment provision in this Contract or any document referenced, incorporated, or attached hereto, the Contractor acknowledges that CFX is a public entity subject to the laws of the State of Florida, and agrees that payment by CFX, inclusive of payment of interest for any late payments, shall be made in accordance with the provisions of the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

2.3 Invoices

2.3.1 Unless otherwise expressly provided:

(A) Invoices for the Work provided hereunder shall be submitted to: Billing@CFXway.com, or to the Accounts Payable Section, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

(B) All invoices must include, at minimum, the following: (1) a unique invoice number; (2) the Contractor's name; (3) the Contractor's address; (4) the invoice date; (5) the CFX contract number; and (6) the total invoice amount.

2.4 Withholding of Payment

2.4.1 In the event CFX is not satisfied with the Work provided by Contractor, CFX reserves the right to withhold any amounts due until Contractor has appropriately addressed the problem to the satisfaction of CFX.

2.4.2 Should CFX decide to withhold or deny payment on an invoice, CFX shall, by electronic mail to the Contractor CA, provide Contractor a written description of: (A) the items in the invoice

that CFX deems objectionable; and (B) the corrective action to be taken by Contractor so that payment may be made.

2.4.3 Nothing in this **Section 2.3** may be construed as impacting or infringing upon CFX's right to terminate this Contract or to seek any additional remedies available to it at law or in equity.

2.5 **Funding Availability**

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. If the funding anticipated for the fulfillment of this Contract is, at any time, not forthcoming or otherwise insufficient, CFX shall have the right, in its sole discretion, to terminate or suspend this Contract without damage, penalty, cost, or expense to CFX of any kind whatsoever. The effective date of any such termination or suspension shall be as specified in CFX's notice of termination or suspension. CFX shall have the final authority over whether such funding is available.

Article 3: Insurance; Liability

3.1 **Insurance**

3.1.1 Contractor shall procure and maintain insurance in accordance with the provisions of **Schedule 1: Insurance Requirements**, which is attached hereto and incorporated herein by reference. Contractor meeting this Contract's insurance requirements shall be a condition precedent both to this Contract and payment hereunder by CFX.

3.1.2 CFX additionally reserves the right to withhold or otherwise deny payment to Contractor for any period of time during the Contract Term within which Contractor fails to strictly comply with the provisions of **Schedule 1: Insurance Requirements**.

3.2 **Indemnification**

3.2.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless CFX, its officers, board members, agents, and employees from, and against, any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any negligent or intentional act or omission by Contractor, its officers, agents, and/or subcontractor(s) (if any), or anyone directly or indirectly employed by them or for whose acts any of them may be liable, that is in any manner related to this Contract, or to any performance or non-performance of the Work and/or any obligation hereby assumed by Contractor.

3.2.2 This indemnification shall include without limitation any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights, or other third-party rights of any kind; by or arising out of any one or more of the following: (A) violation of same by Contractor, its subcontractors, officers, agents or employees; (B) CFX's use or possession of the "Contractor Property" or "Contractor Intellectual Property" (each such term as defined in **Subsection 6.1**); (C) CFX's full exercise of its rights under any license conveyed to it by Contractor; (D) Contractor's violation of the confidentiality and security requirements hereunder; (E) Contractor's failure to include terms in its subcontracts as required by this Contract; (F) Contractor's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors; and/or (G) Contractor's breach of any of the warranties or representations contained in this Contract.

3.2.3 Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, board members, agents, or employees.

3.2.4 The parties agree that one percent (1%) of the total compensation to Contractor for performance of each task authorized under the Contract is the specific consideration from CFX to Contractor for the indemnity herein provided and, if applicable, the parties further agree that such one percent (1%) is included in the amount negotiated for each authorized task.

3.2.5 The obligations in this **Section 3.2**, shall survive the expiration or termination of this Contract and continue in full force and effect.

3.3 Sovereign Immunity

CFX expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any paragraph, section, or article of the Agreement, inclusive of any document referenced, incorporated, or attached to such agreement, to the contrary, nothing in these terms and conditions 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 this Agreement 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.

3.4 Independent Contractor

3.4.1 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 or subcontractor 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.

3.4.2 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.

3.4.3 Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter. Additionally, no review or approval of Contractor's performance, reports, or records by CFX may be construed as CFX directing or supervising the actions of Contractor. Contractor shall at all times retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

3.5 No Third-Party Beneficiaries

There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any legal or equitable obligation, right, benefit, claim, or remedy of any nature arising under or by reason of this Contract.

Article 4: Florida Vendor Eligibility Provisions

4.1 E-Verification

4.1.1 This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor hereby represents, warrants, and certifies that it is

registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor.

4.1.2 Contractor additionally hereby acknowledges the responsibilities and obligations of both Contractor and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (A) an obligation that Contractor obtains and maintains affidavits from each of its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and (B) the right of CFX to unilaterally and immediately terminate this Contract for Contractor's failure to comply with the applicable provisions of Section 448.095(5), Florida Statutes, and to impose upon Contractor any additional costs incurred by CFX resulting from such termination.

4.2 **Public Entity Crimes**

4.2.1 Contractor hereby represents, warrants, and certifies that: (A) neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (B) Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list; and (C) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

4.3 **Scrutinized Companies**

4.3.1 Contractor hereby represents, warrants, and certifies to the following: (1) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith; and (2) Contractor is not on Florida's "Scrutinized Companies that Boycott Israel List" created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel.

4.3.2 If the Contract value meets or exceeds $1,000,000.00, then Contractor hereby additionally represents, warrants, and certifies that: (1) Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes, and (2) Contractor is not engaged in business operations in Cuba or Syria.

4.3.3 In accordance with Section 218.135, Florida Statutes, CFX shall have the option to terminate this Contract and shall have the right to, notwithstanding anything to the contrary in this Contract, pursue all remedies available to it in equity and at law, if: (1) either of the above certifications are found to have been false; (2) Contractor is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

4.4 **Discriminatory Vendors and Anti-Trust Violators**

4.4.1 Contractor hereby represents, warrants, and certifies that entering this Contract will not violate either Section 287.134, Florida Statutes, or Section 287.137, Florida Statutes. In accordance with such sections of Florida law, contractors that have been placed on either the discriminatory vendors list, the antitrust violator vendor list, or both: (A) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (B) may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; (C) may not submit bids, proposals, or replies on leases of real property to a public entity; (D) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (E) may not transact business with any public entity.

4.5 **Foreign Countries of Concern**

4.5.1 Contractor hereby represents, warrants, and certifies that Contractor has read and reviewed the provisions, requirements, and prohibitions of Section 287.138, Florida Statutes, regarding contracting with foreign countries of concern and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.

4.5.2 If this Contract will in any manner give Contractor access to any individual's personal identifying information, then:

(A) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor shall submit to CFX an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not meet any of the following criteria: (1) Contractor is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in Contractor; or (3) Contractor is organized under the laws of or has its principal place of business in a foreign country of concern. For the purposes of this decision, the definition of "foreign county of concern", "controlling interest", "governmental entity", are as provided in Section 287.138(1), Florida Statutes.

(B) Contractor hereby acknowledges that the Florida Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates Section 287.138, Florida Statutes, and that the penalties for such violation may include any provided for in Section 287.138(5), Florida Statutes, including without limitation: (1) a civil penalty equal to twice the amount of the contract for which the entity submitted a bid or proposal for, replied to, or entered into; and (2) ineligibility to enter into, renew, or extend any contract, including any grant agreements, with any governmental entity for up to 5 years. CFX shall additionally have the option to terminate this Contract for cause if Contractor is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

4.6 **Common Carrier**

4.6.1 Contractor hereby represents, warrants, and certifies that Contractor has read and reviewed the provisions, requirements, and prohibitions of Section 908.111, Florida Statutes, regarding contracting with common carriers and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.

4.6.2 If Contractor meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(A) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor shall execute and submit to CFX an attestation in conformity with Sections 92.525 and 908.111(3), Florida Statutes, stating that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

(B) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

4.7 **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**.

4.8 **Requisite Florida Vendor Forms**

4.8.1 As a precondition of this Contract, Contractor shall complete, execute, and submit to CFX specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

(A) **CFX-200: E-Verification Use and Registration Certification**

(B) **CFX-210: Certifications Regarding Vendor Eligibility**

(C) **CFX 220: Human Trafficking Affidavit**

(D) **CFX-230: Common Carrier Attestation**

(E) **CFX-240: Foreign Countries of Concern Affidavit**

4.8.2 Contractor completing, executing, and submitting all such forms to CFX shall be a precondition to Contractor being permitted to incur any costs and/or expenses hereunder. Any such costs and/or expenses incurred by Contractor hereunder prior to its submission of all such completed and executed forms to CFX shall be incurred at Contractor's sole expense and shall not be compensable hereunder.

4.8.3 In the event this Contract is the result of a formal procurement (e.g., Invitation to Bid, Request for Proposals, etc.), Contractor may have already completed, executed, and submitted such forms to CFX, and such shall be incorporated into this Contract and shall serve as a material part hereof.

4.8.4 All such forms are hereby incorporated into this Agreement and serve as a material part hereof. If for any reason Contractor has not yet executed any of the above-referenced forms: (1) Contractor doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Agreement; and (2) any failure of Contractor to do shall be cause for termination of this Agreement by CFX.

Article 5: Records

5.1 **Retention of Relevant Records**

5.1.1 Contractor, its affiliates, its subcontractors, and subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred or expended under this Agreement (collectively, **"Relevant Records"**).

5.1.2 Contractor shall preserve all Relevant Records for the entire Contract Term and for a period of five years after the later of: (A) final acceptance by CFX of all Work performed under the Contract; (B) until all claims (if any) regarding the Contract are resolved; or (C) expiration of the Relevant Records status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5.2 **Audits; Records Access**

5.2.1 During regular business hours, Contractor shall permit any authorized representative of CFX to access, inspect, review, and/or reproduce any and all Relevant Records of Contractor or any subcontractor thereof. If the Work is site-specific, Contractor shall ensure access to the work site is provided to any authorized representative of CFX.

5.2.2 Contractor shall furnish CFX with any and all Relevant Records, data, or other information that CFX believes to be needed for the purpose of performance monitoring and evaluation,

auditing, and/or quality assurance as soon as practicable, but no later than five business days from the date CFX makes such request. CFX hereby retains the right to conduct performance and financial audits at any time during the Contract Term, as well as at any time during the applicable retention period.

5.2.3 If CFX requests access to or review of any Relevant Documents and Contractor refuses such access or review or fails to timely accommodate such access or review, Contractor shall be in default under its Contract with CFX, and such actions shall, without any other or additional actions or omissions, constitute grounds for suspension, disqualification of Contractor, and/or termination of the Contract. These provisions shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract.

5.2.4 Disqualification, suspension, and/or termination of the Contractor for failure to comply with the requirements of this Article shall also preclude the Contractor from acting in the future as a subcontractor of another Contractor doing work for CFX during the period of disqualification or suspension. Disqualification means the Contractor is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

5.2.5 At any time during the Contract Term or applicable retention period, Contractor shall permit CFX to perform or have performed an audit of the records of the Contractor and any or all subcontractors to support the compensation paid to the Contractor. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts shall be due to CFX upon demand.

5.3 Cooperation with Inspector General

Pursuant to Section 20.055(5), Florida Statutes, the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract.

5.4 Public Records

The parties hereto acknowledge that CFX is a public agency subject to the State of Florida's broad public records laws. Therefore, all documents, materials, records, data, or any other information disclosed to CFX by Contractor or any of its affiliates, or that are otherwise related to Contractor's performance under the Agreement, will be considered public records governed by the disclosure, exemption, and confidentiality provisions of Florida law, including without limitation the provisions of Chapter 119, Florida Statutes. Contractor hereby agrees to, in good faith, assist CFX in fulfilling its obligations under any such public records laws.

Article 6: General Terms and Conditions

6.1 Ownership of Materials and Intellectual Property Rights

6.1.1 CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the **"CFX Property"**). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to,

and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the **"CFX Intellectual Property"**). Contractor, its employees, agents, officers, and subcontractors acknowledge that: (A) E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property; and (B) access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

6.1.2 Contractor, its employees, agents, officers, and subcontractors:

(A) May not use CFX Property or CFX Intellectual Property in any way, other than in performance of the Work under the terms of this Contract without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion; and

(B) Shall, subject to Chapter 119, Florida Statutes, maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of the Work hereunder, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion; and

(C) Shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the CFX Property or CFX Intellectual Property.

(D) Shall, in ensuring the confidentiality and security of CFX Property and CFX Intellectual Property 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.

6.1.3 For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by Contractor (collectively, the **"Contractor Property"**) and the intellectual property rights associated therewith (collectively, the **"Contractor Intellectual Property"**), Contractor – inclusive of its employees, officers, agents, and subcontractors – warrants and represents the following:

(A) Contractor was and is the sole owner of all right, title, and/or interest in and to all Contractor Property and Contractor Intellectual Property; or

(B) Contractor has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the Contractor Property and Contractor Intellectual Property, as necessary to provide and install the Contractor Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that Contractor is current and will remain current on all royalty payments due and payable under any license where Contractor is licensee; and

(C) Contractor has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the Contractor Property or any license granted to CFX for use of the Contractor Intellectual Property rights.

6.1.4 Contractor further warrants and represents that there are no pending, threatened, or anticipated claims against Contractor, its employees, officers, agents, or subcontractors with respect to the Contractor Property or Contractor Intellectual Property.

6.1.5 The provisions of this Section shall survive the expiration or termination of this Contract for the longer of: (A) the statute of limitations on any action arising out of either party's conduct relating to this Section, whether such action may be brought by CFX, Contractor, or a third party; or

(B) CFX's continued use – notwithstanding any temporary suspension of use – of any Contractor Property or Contractor Intellectual Property.

6.1.6 Notwithstanding anything to the contrary, the confidentiality and security provisions herein contained shall survive the expiration or termination of this Contract for 10 years beyond both timeframes provided in **Subsection 6.1.5**.

6.2 **Communications, Public Relations, and Use of Logos**

6.2.1 Contractor agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the Contract Term without first notifying CFX and securing its consent in writing, except as required by law. Contractor also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Contract, it being understood that, under **Section 6.1** above, such data or information is the property of CFX.

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

6.3 **Infringement of Patents and Copyrights**

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the Work, goods, and/or services, or any part thereof furnished under this Contract, constitute an infringement of any patent or copyright of the United States. Contractor shall pay all damages and costs awarded against CFX. The obligations in this **Section 6.3**, shall survive the expiration or termination of this Contract and continue in full force and effect.

6.4 **Conflict of Interest; Ethics**

6.4.1 Contractor acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics.

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

6.5 **Equal Employment Opportunity and Nondiscrimination**

6.5.1 Contractor shall comply with all federal, state, and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national

origin. This provision shall include, but not be limited to, the following: employment, promotion, demotion, transfer, recruitment, layoff, or termination; rates of pay or other forms of compensation; and/or selection for training, including apprenticeship.

6.5.2 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.

6.6 **Assignments and Successors**

6.6.1 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 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.

6.6.2 Each Party binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Contract and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Contract.

6.7 **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.

6.8 **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.

6.9 **Counterparts and Electronic Transmission of Signatures**

6.9.1 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 by the Parties, and delivery shall be effective and complete upon completion of such transmission.

6.9.2 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.

6.10 **Governing Law and Venue**

6.10.1 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.

6.10.2 Each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Osceola 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 Osceola County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

6.11 **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.

6.12 **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 Contract or the performance of the associated Services hereunder, which may be brought by either of the Parties.

6.13 **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.

6.14 **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 exercise thereof.

6.15 **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 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.

6.16 **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 and perform under this Contract. Such signatories further represent that they have fully reviewed and understand the terms and conditions set forth in this Contract, including exhibits, and fully intend to abide by and comply with all the terms and conditions set forth herein.

6.17 **Survivorship**

Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including by way of example only, the indemnification and records maintenance provisions, shall survive any expiration, cancellation, or termination of this Contract.

6.18 **Waiver**

No delay or failure 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.

6.19 **Entire Agreement**

This Contract, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the parties with respect its subject matter. Regarding such subject matter, this Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement and Executive Director, each as authorized to execute same in accordance with Section 10.9, CFX Code, and the STAFFING FIRM signing through its undersigned signatory authorized to execute same.

"CLIENT"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams
Aneth Williams, Director of Procurement

Date: 10/15/2025

By: Michelle Maikisch (Oct 22, 2025 16:51:16 EDT)
Michelle Maikisch, Executive Director

Date: 10/22/2025

Approved as to form by legal counsel to the Central Florida Expressway Authority for its exclusive use and reliance.

By:
Cristina T. Berrios, Deputy General Counsel

Date: 06/30/25

"STAFFING FIRM"
MASIS STAFFING SERVICES, LLC.

By: JOSE CRUZ
Print: JOSE CRUZ
Title: EVP
Date: 7/31/25

ATTEST: _____

SCHEDULE 1: INSURANCE REQUIREMENTS
CONTRACT NO. 002240

Contractor: **MASIS STAFFING SERVICES, LLC**
Contract Title: **JANITORIAL STAFFING SERVICES AGREEMENT**

(A) The Contractor agrees to maintain, on a primary basis and at its sole expense, the following types of insurance coverage with limits and on forms (including endorsements) as described in this **Schedule 1: Insurance Requirements** at all times throughout the duration of the Contract.

(B) These requirements, as well as CFX's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Contractor under the Contract. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

(C) Insurance carriers providing coverage required in this **Schedule 1: Insurance Requirements** must be licensed to conduct business in the State of Florida and must carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. CFX hereby reserves the right to examine copies and relevant provisions of the insurance policies required by this Contract, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of Contractor manuscript policies.

(D) The Contractor shall, by written agreement, require and ensure that each of its subcontractors providing services in any manner related to the Contract (if any) procures and maintains insurance of the types and to the limits specified herein until the completion of their respective services, with such agreements including without limitation similar waivers and endorsements in favor of all parties enumerated in this **Schedule 1: Insurance Requirements**.

(E) The Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws, including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

(F) **Commercial General Liability**

(1) 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 $1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Contract (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.

(2) The Contractor 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.

(3) *Required Endorsements*

(a) *Additional Insured* – ISO CG 20 10. CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

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.

(b) *Waiver of Transfer of Rights of Recovery – ISO* CG 24 04 or its equivalent. (Note: If submitting blanket endorsements, please include the entire endorsement and the applicable policy number).

(G) **Business Automobile Liability**

(1) Coverage shall be on an occurrence form policy for all owned, non-owned, and hired vehicles issued on ISO CA 00 01 11 20 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence.

(2) 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 separate Business Auto Liability policy.

(3) *Required Endorsements*

(a) An additional insured endorsement naming CFX as an additional insured is also required to be submitted and maintained throughout the policy term.

(b) MCS-90 – for operations governed by Sections 29 & 30 of the Motor Carrier Act of 1980.

(H) Both the Commercial General Liability and Business Automobile Liability insurance policies provided for above 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; and

(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.

(I) **Workers' Compensation/Employers' Liability**

(1) Coverage for its employees with statutory workers' compensation limits as required by Florida law, as such requirements may be amended from time-to-time hereafter, and no less than $100,000.00 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.

(2) *Required Endorsements*

(a) *Waiver of Subrogation* – WC 00 03 13 or its equivalent. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents, and subcontractors.

(J) **Unemployment Insurance**

(1) Coverage in amounts and forms required by Florida law, as it may be amended from time-to-time hereafter.

(K) The Contractor shall require all insurance policies that are in any way related to the work and are secured and maintained by the Contractor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. When required by the insurer, or should a policy condition not permit an endorsement, the Contractor 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 Contractor enter into such an agreement on a pre-loss basis. At the Contractor's expense, all limits must be maintained.

(L) Prior to execution and commencement of any operations/services provided under this contract, the Contractor shall provide CFX with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Central Florida Expressway Authority.

(M) Renewal certificates shall be immediately submitted to CFX. Such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this **Schedule 1: Insurance Requirements**.

(N) The Contractor shall notify CFX not less than 30 business days (10 business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Contractor shall provide evidence of pending replacement coverage to maintain compliance with these insurance requirements to CFX no fewer than 5 business days prior to the effective date of the replacement policy(ies), with the associated replacement certificates of insurance due to CFX no later than 5 business days from the effective date of any such replacement policy(ies).

The certificate holder shall read:

Central Florida Expressway Authority
C/O Risk Management Department
4974 Orl Tower Rd
Orlando, FL 32807

(O) For policies written on a "Claims-Made" basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is either canceled, non-renewed, switched to occurrence form, or any other event, which triggers the right to purchase a Supplemental Extended Reporting Period ("SERP"), during the life of this Contract, Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve Contractor of the obligation to provide replacement coverage.

(P) In the event any of the herein required insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then: (1) CFX shall be entitled to the full coverage and limits of such policies; and (2) these insurance requirements will be deemed to require such greater coverage and greater limits.

(Q) Any deductible or self-insured retention must be declared to and approved by CFX. When a self-insured retention or deductible exceeds $100,000.00, CFX reserves the right to request a copy of the Contractor's recent annual report or audited financial statement. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(R) All such insurance required of the Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

(S) Compliance with these insurance requirements shall not relieve or limit the Contractor's liabilities and obligations under this Contract. 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.

SCHEDULE 2: POSITION SPECIFICATIONS
CONTRACT NO. 002240

Contractor: **MASIS STAFFING SERVICES, LLC**
Contract Title: **JANITORIAL STAFFING SERVICES AGREEMENT**

1.0 Description of Work

The Contractor shall provide staffing to perform janitorial services in such a manner as to ensure the CFX HQ and Magnolia E-Pass Service Center are maintained in an attractive, clean, and sanitary manner.

2.0 General Requirements

2.1 The Contractor shall furnish labor and any transportation necessary to perform all stated duties in an efficient and workmanlike manner. The services will be performed between the hours of 5:00 p.m. and 9:00 p.m., Monday through Friday, exclusive of CFX holidays (New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday immediately after; Christmas Day).

The anticipated staffing is as follows:

- Three Part Time Janitors at CFX HQ.
- One Part Time Janitor at the Magnolia E-Pass Service Center

Based on need and budget, CFX reserves the right to adjust staffing levels up or down but will ensure each position is allocated at least 25 hours per week. Payment will be made based on the actual hours worked.

2.2 The Contractor shall be responsible for any breakage, damage, or loss incurred through the carelessness of any of its employees.

3.0 Contractor Responsibilities – Detailed Work Schedule

3.1 Daily (inside):

a. Clean glass in all entrance doors and adjacent areas, inside and out.
b. Shake interior/exterior mats and clean surrounding area.
c. Vacuum carpeted areas and spot clean as needed, under and around furniture, shelving, etc.
d. Dust mop uncarpeted areas with treated mop.
e. Empty and clean waste baskets, trash receptacles (replace liners where needed); clean outside ashtrays.
f. Clean and sanitize water fountains.
g. Clean and sanitize restroom sinks, commodes, urinals, counters, fixtures, mirrors and tile floors and walls. Remove fingerprints as needed. Clean and refill paper tower, toilet tissue, and soap dispensers. Sweep and mop floors.
h. In the restrooms, clean all partitions, clean walls of any splatters restock all paper and soap products and replace air freshener as required

i. Clean break room sinks, coffee pots, microwave (inside and outside), and refrigerator (outside only); wipe counters, tables and chairs; empty trash receptacles.

j. Clean windows and wash all countertops.

k. Dust chairs and tables in reception areas.

l. Dust all surfaces that do not require moving papers or books (i.e., file cabinets, credenzas, window ledges, etc.).

m. Clean walls, doorjambs, and light switches of fingerprints, etc., as required.

n. At the end of each day: clean janitor closet, turn off designated lights; remove trash (and any pallets) from buildings and place in dumpster; secure building (at the Magnolia E-Pass Service Center).

3.2 Daily (outside):

a. Clean outside walkways adjacent to the building.

b. Pick up trash on sidewalk and parking area adjacent to the building.

c. Clean windows surrounding entrance lobby.

3.3 Weekly (inside):

a. Vacuum carpets and wet mop all floors.

b. Remove cobwebs from walls, corners and ceilings (including all entrance areas).

c. Clean and sanitize all telephones.

d. Polish all office furniture, desks, credenzas, shelves, etc. that do not require moving papers or books using high quality furniture polish.

e. Clean windowsills and shoe moldings and window blinds.

f. Dust furniture, desks, file cabinets and chairs (including legs and spreaders).

g. Dust picture frames, door frames, blinds and chair bottoms.

3.4 Monthly:

a. Spot clean painted surfaces.

b. Clear and remove all debris, litter, etc. within block wall area around dumpsters.

c. Clean air conditioner vents.

d. Vacuum upholstered furniture.

CONSENT AGENDA ITEM
#15

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Purchase Order to BOS of Florida, Inc. d/b/a BOS Orlando for Commercial Furniture

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Board approval to issue a purchase order to BOS of Florida, Inc. d/b/a BOS Orlando in the not-to-exceed amount of $357,000.00 is requested to procure commercial furniture for CFX's Contact Center operations in Maitland.

This is a cooperative procurement in accordance with State of Florida Cooperative Contract 56120000-24-NY-ACS with Haworth, Inc., through its authorized dealer, BOS of Florida, Inc. d/b/a BOS Orlando.

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

Reviewed by: Evelyn Wilson
Evelyn Wilson
Chief Administrative Officer

CONSENT AGENDA ITEM #16

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan, Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Resolution Amending Article 1 ("Procurement Policy"), Article 2 ("Protest Resolution Policy"), Article 3 ("Lobbying Blackout Policy"), and Article 4 ("Business Opportunities Policy") of Chapter 10 ("Procurement") of the CFX Code

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As part of CFX's ongoing commitment to continuous improvement, staff has reviewed Chapter 10 of the CFX Code after receiving and considering stakeholder feedback, changes in applicable law, evolving needs, and opportunities to improve clarity, consistency, accountability, and administrative efficiency. The proposed revisions are intended to provide clear policy direction, preserve appropriate Board oversight, promote transparent and competitive procurement practices, and support efficient and effective day-to-day operations.

Board approval of the Resolution amending Article 1 ("Procurement Policy"), Article 2 ("Protest Resolution Policy"), Article 3 ("Lobbying Blackout Policy"), and Article 4 ("Business Opportunities Policy") of Chapter 10 ("Procurement") of the CFX Code and authorization for the Executive Director or designee to approve any non-substantial changes is requested.

Reviewed by:

Lisa Lumbard
Chief Financial Officer

Resolution No. 2026-____

A RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING CHAPTER 10 ("PROCUREMENT"), CFX CODE OF POLICIES, BY AMENDING, RESTATING, AND READOPTING ARTICLE 1 ("PROCUREMENT POLICY"), ARTICLE 2 ("PROTEST RESOLUTION POLICY"), ARTICLE 3 ("LOBBYING BLACKOUT POLICY"), AND ARTICLE 4 ("BUSINESS OPPORTUNITIES POLICY") THERETO; REPEALING AND SUPERSEDING ALL PRIOR BOARD POLICIES AND RESOLUTIONS CONCERNING THE SUBJECT MATTER OF SUCH ARTICLES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Central Florida Expressway Authority (**"CFX"**) is empowered by Ch. 348, Part III, F.S., to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and to exercise all powers necessary, appurtenant, convenient, or incidental to the implementation of such purposes; and

WHEREAS, the Governing Board of CFX (the **"Board"**) recognizes that a modern, efficient, and well-defined procurement framework promotes responsible stewardship of public resources, supports the agency's operational objectives, facilitates the timely delivery of transportation projects and services, and enhances the effectiveness of agency operations; and

WHEREAS, the Board has determined that amendments to Chapter 10 of the CFX Code of Policies as contemplated herein are appropriate to ensure that CFX's procurement policies continue to effectively support agency operations and the efficient administration of procurement and contracting activities, provide flexibility to address the evolving operational needs of the agency, and further the Board's ongoing efforts to maintain a modern and effective policy framework.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

SECTION 1. Amendment, Restatement, and Readoption of Chapter 10, entitled "Procurement", of the CFX Code of Polices.

A. The following articles of Chapter 10, entitled **"Procurement"**, of the CFX Code of Policies are hereby amended, restated, and readopted as reflected in **Attachment A** hereto:

(1) Article 1, entitled **"Procurement Policy"**;

(2) Article 2, entitled **"Protest Resolution Policy"**;

(3) Article 3, entitled **"Lobbying Blackout Policy"**; and

(4) Article 4, entitled **"Business Opportunities Policy"**.

B. The Executive Director is authorized to make non-substantive revisions to the policy hereby adopted, limited to: (1) correcting scrivener's errors; (2) making formatting changes; (3) revising paragraph or section numbering, including conforming updates to headings and cross-references; and (4) making conforming terminology updates, including substituting or standardizing references to "policy," "article," "section," or similar terms, as appropriate to ensure consistency across the agency's policies and alignment with CFX's policy modernization efforts.

SECTION 2. **Repeal and Supersession of Prior Board Policies and Resolutions.** By adoption of this Resolution, the Board hereby repeals, strikes, and supersedes any prior resolution, rule, or policy adopted by the Board regarding the subject matter contained therein, including without limitation Resolutions 2024-440, 2024-444, 2025-454, and 2025-456.

SECTION 3. This resolution shall be effective as of the date of adoption set forth below.

ADOPTED on this 13th day of August 2026.

Buddy Dyer
Board Chairman

ATTEST:_____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality:

Cristina T. Berrios
General Counsel

CFX CODE OF POLICIES
Chapter 10: Procurement

EFFECTIVE DATES

Art.	Title	Adopted By	Last Revision	Version Date
1	Procurement Policy	Res. 2024-440	Res. 2026-___	08/13/2026
2	Protest Resolution Policy	Res. 2024-444	Res. 2026-___	08/13/2026
3	Lobbying Blackout and Debriefing Policy	Res. 2024-444	Res. 2026-___	08/13/2026
4	Business Opportunities Policy	Res. 2025-456	N/A	12/11/2025

CONTENTS

ARTICLE 1: PROCUREMENT POLICY 10-1

Division I: General Provisions 10-1
Section 10.1.1 Title 10-1
Section 10.1.2 Authority 10-1
Section 10.1.3 Statement of Policy 10-1
Section 10.1.4 Definitions 10-2
Section 10.1.5 Responsibility and Function 10-4
Section 10.1.6 Standard of Conduct 10-5

Division II: Competition and Methods of Procurement 10-6
Section 10.1.7 Competition Requirement 10-6
Section 10.1.8 Procurement Thresholds 10-7
Section 10.1.9 Approval/Execution Thresholds 10-8
Section 10.1.10 Methods of Procurement 10-9
Section 10.1.11 Alternative Methods of Procurement 10-10
Section 10.1.12 Waivers of Competition Requirements 10-11
Section 10.1.13 Exemptions from Competition 10-13
Section 10.1.14 Emergency Suspension of Procurement Policy 10-15

Division III: Procurement Programs 10-16
Section 10.1.15 Purchasing Card Program 10-16
Section 10.1.16 Owner Direct Purchase Program 10-16
Section 10.1.17 Emerging and Developing Technology Pilot Program 10-17
Section 10.1.18 Rapid Response Program 10-17
Section 10.1.19 Responsible Procurement Practices 10-18
Section 10.1.20 Business Opportunities 10-19

Division IV: Contracting 10-19
Section 10.1.21 Contract Standardization 10-19

Section 10.1.22 General Counsel's Review and Approval Obligation 10-19
Section 10.1.23 Contract Terms and Conditions 10-20
Section 10.1.24 Amendments, Renewals, and Extensions 10-21
Section 10.1.25 Termination of Contract 10-23

ARTICLE 2: PROTEST RESOLUTION POLICY 10-24

Division I: General Provisions 10-24
Section 10.2.1 Title 10-24
Section 10.2.2 Authority 10-24
Section 10.2.3 Statement of Policy 10-24
Section 10.2.4 Definitions 10-25

Division II: Filing a Protest 10-26
Section 10.2.5 Generally 10-26
Section 10.2.6 Standing and Exclusions 10-27
Section 10.2.7 Protest Requirements 10-27

Division III: Protest Review Process 10-30
Section 10.2.8 Resolution by Procurement Director 10-30
Section 10.2.9 Resolution by Administrative Hearing 10-31
Section 10.2.10 Resolution by Judicial Appeal 10-33
Section 10.2.11 Publication for Procurement Solicitations 10-34

ARTICLE 3: LOBBYING BLACKOUT AND DEBRIEFING POLICY 10-35

Division I: General Provisions 10-35
Section 10.3.1 Title 10-35
Section 10.3.2 Authority 10-35
Section 10.3.3 Statement of Policy 10-35
Section 10.3.4 Definitions 10-35
Section 10.3.5 Publication for Procurement Solicitations 10-36

Division II: Lobbying Blackout 10-36
Section 10.3.6 Prohibition of Lobbying 10-36
Section 10.3.7 Exceptions to Policy 10-36

Division III: Debriefing 10-37
Section 10.3.8 Generally 10-37
Section 10.3.9 Timing of Debriefing 10-37
Section 10.3.10 Early Debriefing 10-38

ARTICLE 4: BUSINESS OPPORTUNITIES POLICY 10-39

Division I: General Provisions 10-39
Section 10.4.1 Title 10-39
Section 10.4.2 Authority 10-39
Section 10.4.3 Statement of Policy 10-39

Division II: Small Business Enterprise ("SBE") Program 10-39
Section 10.4.4 Purpose and Scope 10-39
Section 10.4.5 Eligibility Requirements 10-40
Section 10.4.6 Graduation 10-40
Section 10.4.7 Vendor Registration Requirement 10-41
Section 10.4.8 SBE Direct Contracting 10-41
Section 10.4.9 Participation in Procurement 10-41
Section 10.4.10 Prompt Payment Requirements 10-42
Section 10.4.11 Good Faith Efforts 10-42
Section 10.4.12 Oversight and Enforcement 10-42
Section 10.4.13 Review and Updates 10-43
Division III: Emerging Business Initiative ("EBI") 10-43
Section 10.4.14 Purpose and Scope 10-43
Section 10.4.15 Eligibility Requirements 10-43
Section 10.4.16 Graduation 10-44
Section 10.4.17 Vendor Registration Requirement 10-44
Section 10.4.18 Participation in Procurement 10-44
Section 10.4.19 Prompt Payment Requirements 10-44
Section 10.4.20 Oversight and Enforcement 10-45
Section 10.4.21 Review and Updates 10-45

CHAPTER 10: PROCUREMENT

ARTICLE 1: PROCUREMENT POLICY

Adopted By: Res. 2024-440
Last Revision: Res. 2026-___
Version Date: 08/13/2026

Division I: General Provisions

Section 10.1.1 Title

The provisions of this Article shall be known and cited as the **"Procurement Policy"**.

Adopted: 2024-440.

Section 10.1.2 Authority

10.1.2.1 The Central Florida Expressway Authority (**"CFX"**) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

10.1.2.2 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX does not meet the definition of "agency" under Section 287.012, Florida Statutes. Therefore, except for specific provisions of Chapter 287, Florida Statutes, which expressly apply to authorities, local governmental entities, or special districts, CFX is not generally subject to the provisions of such Chapter.

Adopted: 2024-440. Revised: 2025-454.

Section 10.1.3 Statement of Policy

10.1.3.1 The Governing Board (**"Board"**) of CFX hereby establishes a centralized procurement system for CFX by adoption of this Article, the purpose of which is to:

(A) Establish the guiding principles and policies governing procurement by CFX;

(B) Promote public confidence in the integrity and transparency of the procedures followed by CFX when procuring goods and services required;

(C) Ensure fair and equitable treatment of all persons who participate in CFX's procurement process;

(D) Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of CFX funds; and

(E) Foster efficiency and reduce administrative burden in the day-to-day business functions of CFX.

10.1.3.2 This Article applies to procurements by CFX solicited and/or entered into after this Article's most recent version date as approved by the Board. This Article supersedes all previously adopted procurement policies.

10.1.3.3 Unless otherwise stated in this Article, all purchases of goods and/or services shall be made through or by the Procurement Department.

10.1.3.4 Nothing in this Article shall prevent CFX from complying with the terms and conditions of any grant, gift, bequest, or loan, or any cooperative agreement with any local, state, or federal agency provided such terms and conditions are compliant with applicable law. To the extent the requirements of this Article or the Procurement Procedures Manual are inconsistent with any such alternative terms and conditions, such alternative terms and conditions shall take precedence so long as they are consistent with applicable law.

10.1.3.5 All changes to this Article require approval of the Board. No process or procedure implementing this Article may conflict with the provisions of this policy in any manner.

10.1.3.6 Nothing in this policy may be interpreted as restricting or placing any conditions or limitations on the Board's authority to approve, award, or enter into any procurement contract should the Board make a finding that such action would be in CFX's best interest.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.4 Definitions

10.1.4.1 Wherever used in this Article or in the Procurement Procedures Manual, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

(A) **"Best Value"** shall mean a procurement technique that considers factors such as quality, service, performance, functionality, market analysis, comparison to internal and external estimates, market opportunities (such as liquidation, closeout, discontinued surplus, or promotional sales), total cost of ownership, or other considerations to achieve the most advantageous overall outcome for CFX. Where Best Value is used, price may be an important consideration; however, the lowest-priced proposal may not necessarily be awarded the contract.

(B) **"CFX Area of Service"** shall mean the area served by CFX in accordance with Section 348.754, Florida Statutes; more specifically, the geographical boundaries of Orange, Seminole, Lake, Brevard, and Osceola counties.

(C) **"Contract"** shall mean the legal instrument, regardless as to what it is called, by which CFX procures goods and/or services.

(D) **"Contractor"** shall mean any person or entity who contracts, intends to contract, or is in the market to contract to sell or lease goods and/or services to CFX. The terms **"Contractor"**, **"Consultant"**, and **"Vendor"** may be used interchangeably throughout this Article.

(E) **"Construction Services"** shall have the same meaning as that provided in Section 218.72, Florida Statutes. More specifically, **"Construction Services"** shall mean all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

(F) **"Cooperative Purchasing"** shall mean procurement conducted by or on behalf of CFX and/or more than one public procurement unit or agency. This is distinguished from **"Piggybacking"** as defined below.

(G) **"Good"** shall mean any tangible personal property, including without limitation any material, equipment, commodity, item, or product. The term **"good"** shall be read to

specifically exclude any services – other than those directly related to the requisition, transport, delivery, and other of any such goods and any tangential labor associated therewith, real property, or any interest in real property. For the purposes of this Article, software shall be considered a good, while software licenses or subscriptions shall be considered a service.

(H) **"Multi-Year Contract"** means a contract with an initial term exceeding one year. The terms **"Multi-Year Contract"**, and **"Term Contract"** may be used interchangeably throughout this Article.

(I) **"Piggybacking"** shall mean the purchase of goods and/or services, other than Professional Services, from the purchasing agreements of special districts, municipalities, or counties, as authorized in Section 189.053, Florida Statutes. This is distinguished from "Cooperative Purchasing", as defined above.

(J) **"Procurement"** shall mean the buying, purchasing, renting, leasing, or other acquisition of goods and/or services for public purposes in accordance with all applicable law, rules, regulations, and procedures intended to provide for the economic expenditure of public funds, regardless of the source of funds used. It includes without limitation all transactions which pertain to obtaining any goods and/or services, including those without monetary exchange. **"Procurement"** shall not include:

(1) Any real estate transaction, including the sale, lease, exchange, and/or acquisition of real property or any interest therein;

(2) Goods and/or services given or accepted by CFX via grant, gift, or bequest;

(3) Employment agreements or collective bargaining agreements; or

(4) Any agreements between CFX and any other entity that does not involve the purchase of goods and/or services by CFX.

(K) **"Professional Services"** shall have the same meaning as that found in Section 287.055, Florida Statutes. More specifically, **"Professional Services"** shall mean those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(L) **"Services"** shall mean the furnishing primarily of labor, time, and/or effort by Contractors, wherein the submission of goods or specific end products – other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance – is incidental or secondary. This term shall include without limitation Construction Services, Professional Services, and Specialized Services.

(M) **"Specialized Services"** shall mean services the value of which are substantially measured by professional competence of the person or entity performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. **"Specialized Services"** shall include without limitation services customarily rendered by attorneys, certified public accountants, insurance and/or financial personnel, public relations firms, legislative advisors, and/or systems planning and management advisors. For purposes of this Article, **"Specialized Services"** shall not include services that meet the definition of "Professional Services" above.

(N) **"Standardization"** shall mean the process of establishing and maintaining certain uniform goods, services, and specifications across CFX operations to ensure system compatibility, operational consistency, reliability, and the effective delivery of services to the traveling public.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.5 Responsibility and Function

10.1.5.1 **Procurement Director**

(A) Subject to the provisions of this Article, the Director of the Procurement Department (**"Procurement Director"**) shall serve as the chief procurement official and principal officer for the procurement of all goods and/or services by CFX.

(B) The Procurement Director shall:

(1) Administer the central procurement, purchasing, and contracting system for CFX;

(2) In a manner consistent with this Article, develop, maintain, review, and, when prudent or necessary, revise, CFX's Procurement Procedures Manual which shall be annually reviewed and approved by the Executive Director;

(3) Ensure that the requirements set forth in this Article and the Procurement Procedures Manual are complied with for all procurements made by CFX;

(4) Take all reasonable and practicable action necessary to further the objectives of CFX with regard to the promotion and encouragement of small and local businesses in CFX's Procurements;

(5) In accordance with the directives of this Article, determine the method of selection for each procurement; and

(6) Perform other duties as directed by the Board and the Executive Director or designee thereof.

10.1.5.2 **Procurement Procedures Manual.** The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of CFX. The Executive Director is authorized to approve revisions to the Procurement Procedures Manual unless any such revisions would result in a conflict with the letter or intent of this Chapter.

10.1.5.3 **Procurement Department.** The specific responsibilities and functions of the Procurement Department include:

(A) Developing purchasing objectives for procurement in a manner that meets CFX's requirements;

(B) Working with other CFX departments to establish standardization of goods and/or services where practical within a competitive environment;

(C) Promoting and maintaining good will between CFX and its contractors, including encouraging full and open competition and assuming fair and equitable business dealings with all contractors;

(D) Ensuring that all procurements are made in compliance with the applicable statutes, rules, regulations, and policies;

(E) With the assistance of the purchasing user department, handling complaints and warranties regarding purchases and negotiating the return of merchandise;

(F) Training CFX personnel regarding this Article and the Procedures Manual, as needed; and

(G) Managing the operational procedures for the P-Card Program as established in **Section 10.1.15: Purchasing Card Program** below.

Adopted: 2024-440. Revised: 2024-444; 2025-454; 2026-___.

Section 10.1.6 Standard of Conduct

10.1.6.1 Except for purchases made in accordance with **Section 10.1.15: Purchasing Card Program** below, CFX employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any procurement contract on behalf of CFX unless expressly authorized to do so by the Board.

10.1.6.2 Individuals responsible for unauthorized purchases or obligations shall be in violation of this Article and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to CFX for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.

10.1.6.3 No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.

10.1.6.4 The Standard of Conduct as it relates to this Article and the Procurement Procedures Manual is promulgated in CFX's Code of Ethics, as may be amended by the Board from time to time.

10.1.6.5 In addition, all staff employed in the Procurement Department shall adhere to the following ethical principles and values specific to the procurement function:

(A) Maintain impartiality and fairness in all procurement activities and avoid any actions that could create the appearance of impropriety

(B) Prevent conflicts of interest and disclose any potential or actual conflicts in accordance with applicable laws and policies, including but not limited to the requirements of **Chapter 3: CFX Code of Ethics**.

(C) Promote open, fair, and transparent competition

(D) Conduct all procurement activities with integrity, accountability, and ethical stewardship of public funds

(E) Safeguard confidential and proprietary information

(F) Uphold public trust through responsible and ethical procurement practices

10.1.6.6 **Vendor Ethics**

(A) It shall be the policy of CFX that all Contractors, Vendors, Consultants, and other entities doing business with CFX conduct such business in a manner that upholds the integrity, fairness, and transparency of CFX's procurement and contracting processes.

(B) The Board hereby requires that all such entities:

(1) Comply with the applicable provisions of Chapter 112, Florida Statutes, Code of Ethics for Public Officers and Employees, including any restrictions applicable to individuals and entities doing business with public agencies.

(2) Promptly disclose to CFX any actual or potential conflict of interest, organizational conflict of interest, or other circumstance that could reasonably be expected to impair the entity's objectivity, independence, or ability to perform work in CFX's best interests.

(3) Refrain from offering, providing, soliciting, or accepting any gift, gratuity, favor, compensation, employment opportunity, or other thing of value intended to improperly influence any CFX procurement, contracting decision, or official action.

(4) Comply with all applicable communication restrictions, including those set forth in **Chapter 10, Article 3: Lobbying Blackout and Debriefing Policy**, and refrain from unauthorized contact during active procurement processes.

(5) For Consultants, provide the disclosures required under Section 348.753(8), Florida Statutes, as further provided in **Chapter 3: Ethics** of this Code.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Division II: Competition and Methods of Procurement

Section 10.1.7 Competition Requirement

10.1.7.1 It shall be the policy of this Board that, unless otherwise provided in this Article, all procurements shall generally be competitively solicited.

10.1.7.2 The Board hereby recognizes the following:

(A) Fair and open competition is a basic tenet of public procurement;

(B) Such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and

(C) Documentation of the acts taken, and effective monitoring mechanisms, are important means of curbing any improprieties and establishing public confidence in the process by which procurements are made.

10.1.7.3 The Board additionally finds the following:

(A) The expeditious delivery of projects and acquisition of necessary goods and services best serves CFX and its customers;

(B) Specifically in relation to Small Purchases, the benefits of competition, whether by formal or informal method of competitive procurement, do not outweigh the cost or the administrative burden associated therewith; and

(C) Formal methods of competitive procurement (e.g., invitations to bid, or requests for proposals, etc.) add additional inefficiencies, administrative burden, and time to the completion of the procurement process; whereas, informal, quote-based procurements assist in streamlining the procurement process while still soliciting competition. Accordingly, formal methods of competitive procurement should generally be reserved for procurements of higher value and impact.

Adopted: 2024-440. Revised: 2025-454.

Section 10.1.8 Procurement Thresholds

10.1.8.1 To balance the benefits of competitive procurement against the cost and administrative burdens associated therewith, the Board hereby sets the following **"Procurement Thresholds"**:

(A) **"Small Purchase Threshold"** shall mean the maximum aggregate contract award value for which a procurement may be made without soliciting competition in accordance with **Subsection 10.1.10.2** of this Article.

(B) **"Informal Procurement Threshold"** shall mean the maximum aggregate contract award value for which a procurement may be made using a simplified, quote-based method of competitive procurement in accordance with **Subsection 10.1.10.3** below. The applicable Informal Procurement Threshold shall be the **"Single-Year Award Threshold"** for procurements having contract awards with an initial term of one year or less, and the **"Multi-Year Award Threshold"** for procurements having contract awards with an initial term exceeding one year.

(C) The Small Purchase Threshold and Informal Procurement Threshold shall each be as shown in **Table 1: Procurement Thresholds** below:

Table 1: Procurement Thresholds	
Threshold	**Amount**
Small Purchase Threshold	$15,000.00
Informal Procurement Threshold	*Single-Year Award Threshold:* $160,000.00 *Multi-Year Award Threshold:* $300,000.00

10.1.8.2 Any procurement where the total aggregate contract award exceeds the applicable Informal Procurement Threshold shall be made in accordance with **Subsection 10.1.10.4: Formal Procurements** below.

10.1.8.3 The amounts listed in **Table 1: Procurement Thresholds** shall be the initial thresholds as approved by the Board in August of 2026. Such amounts shall be subject to automatic adjustment every July of each even year thereafter, with such adjustment being based upon the Consumer Price Index for All Urban Consumers (CPI-U) in the South, utilizing the latest index data available in June of the adjustment year. The adjusted Small Purchase Threshold shall be rounded up to the next highest multiple of $1,000, the adjusted Single-Year Award

Threshold shall be rounded up to the next highest multiple of $5,000, and the adjusted Multi-Year Award Threshold shall be rounded up to the next highest multiple of $10,000. The Procurement Director shall be responsible for timely updating the Procurement Procedures Manual to reflect the current adjusted Procurement Thresholds accordingly.

10.1.8.4 Procurements shall generally not be divided into more than one purchase order, project, or contract solely for the purpose of circumventing either of the Procurement Thresholds; however, procurements may be divided for other legitimate purposes, including without limitation providing small businesses a greater opportunity to participate in CFX's procurements.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.9 Approval/Execution Thresholds

10.1.9.1 To optimize efficiency in the day-to-day business transactions of CFX, the Board hereby delegates the approval and execution authorities as found in **Table 2: Approval/Execution Thresholds** below.

Table 2: Approval/Execution Thresholds

Total Aggregate Contract Award Value	Approval Authority	Procurement Contract Execution Authority
≤ $80,000.00	Procurement Director	Procurement Director
> $80,000.00 ≤ Applicable Informal Procurement Threshold	Procurement Director and Executive Director	Procurement Director with consent of Executive Director
> Applicable Informal Procurement Threshold	Board	Procurement Director or Executive Director

10.1.9.2 In addition to the monetary-based approval/execution thresholds above, the Procurement Director is hereby delegated the authority to:

(A) Negotiate procurements on behalf of CFX within the confines of this Chapter and applicable law; and

(B) For proposal-based procurement solicitations:

(1) Approve the results of any ranking and/or shortlisting by a Selection Committee, as defined in **Subsection 10.3.4.2(C)** of **Article 3: Lobbying Blackout and Debriefing Policy** of this Chapter; and

(2) Engage in and complete competitive negotiation with each ranked Contractor: (a) in accordance with Section 287.055(5), Florida Statutes, for Professional Services, when applicable; and (b) as otherwise provided in the Procurement Procedures Manual.

10.1.9.3 The monetary amounts shown in **Table 2: Approval/Execution Thresholds** above shall be adjusted every two years using the same methodology provided in **Subsection 10.1.8.3** above, rounded up to the next highest multiple of $5,000.00.

10.1.9.4 The Procurement Director is hereby authorized to delegate the authority granted to them in this Chapter, as herein limited, to their designee upon receiving the approval of the Executive Director or their designee to make such delegation.

10.1.9.5 The Executive Director is hereby authorized to delegate the authority granted to them in this Chapter, as herein limited, to their designee as they deem reasonably necessary and appropriate.

Adopted: 2024-440. Revised: 2024-444; 2025-454; 2026-___.

Section 10.1.10 Methods of Procurement

10.1.10.1 Unless otherwise exempted or otherwise permitted under this Article, procurements shall be made using the methods described below. The specifics of each procurement method shall be included in the Procurement Procedures Manual.

10.1.10.2 **Small Purchases**

(A) **"Small Purchase(s)"** shall mean procurements where the aggregate contract award value does not exceed the Small Purchase Threshold as established in **Section 10.1.8: Procurement Thresholds** above.

(B) Small Purchases may be made without soliciting competition so long as the purchasing user department or individual considers the price to be reasonable based on research, experience, and/or purchase history.

(C) The user department or individual may secure the necessary pricing for Small Purchases on their own or request the assistance of the Procurement Department.

10.1.10.3 **Informal Procurements**

(A) **"Informal Procurement(s)"** shall mean procurements where the aggregate contract award value exceeds the Small Purchase Threshold but does not exceed the applicable Informal Procurement Threshold as established in **Section 10.1.8: Procurement Thresholds** above.

(B) Competition in the selection of all Informal Procurements is preferred and strongly encouraged; however, the Executive Director and Procurement Director are hereby authorized to waive competition for Informal Procurements: (1) should such individuals jointly decide that doing so would best facilitate the day-to-day business of CFX; and (2) if applicable law does not otherwise require competition.

(C) Unless exempted, waived, or expressly permitted under this Article, Informal Procurements shall be made using a simplified, quote-based method of competitive procurement.

(D) At least three written quotes must be solicited before an Informal Procurement may be made. If, for some reason, three quotes cannot be obtained, the good faith attempts to receive three quotes must be documented prior to an Informal Procurement being made.

10.1.10.4 **Formal Procurements**

(A) **"Formal Procurement(s)"** shall mean procurements where the aggregate contract award value exceeds the applicable Informal Procurement Threshold as established in **Section 10.1.8: Procurement Thresholds** above.

(B) Unless otherwise exempted or permitted under this Article, Formal Procurements shall be competitively awarded based on the submission of sealed competitive bids in response to invitations to bid, sealed competitive proposals submitted in response to a request for proposal, sealed competitive proposals submitted in response to a request for qualifications, or sealed competitive proposals submitted for competitive negotiation.

10.1.10.5 **Statutory Limitations.** When selecting the method by which to make a procurement, the Procurement Director shall be mindful of the limitations of applicable law, including without limitation:

(A) **Professional Services Consultants.** Professional Services shall be acquired in compliance with the Consultants' Competitive Negotiation Act (**"CCNA"**), Section 287.055, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.

(B) **Construction Managers.** Construction Managers and Program Management Entities shall be acquired in compliance with Section 255.103, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.

(C) **Fiscal Agents.** Fiscal Agents are required to be obtained by sealed proposals from at least three persons, firms, or corporations for the performance of any services as fiscal agents under Section 348.753(5), Florida Statutes.

(D) **External Auditor Selection.** Auditors acquired to conduct the annual financial audit required by Section 218.39, Florida Statutes, shall be acquired in accordance with auditor selection procedures consistent with the requirements of Section 218.391, Florida Statutes.

(E) **Investment or Management of Public Funds.** Procurements relating to the investment or management of public funds shall comply with the standards established in Section 215.47, Florida Statutes.

10.1.10.6 Unless otherwise specified as an exception in this Chapter, regardless of the method of procurement used, Board approval is required for the award of any contract award with a total aggregate value that exceeds the applicable Informal Procurement Threshold.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.11 Alternative Methods of Procurement

10.1.11.1 The Board hereby approves the use of alternative methods of procurement to those provided in **Section 10.1.10: Methods of Procurement** above, including without limitation the use of Cooperative Purchasing and Piggybacking so long as such alternative methods of procurement are:

(A) Competitive (unless otherwise exempt from competition under this Article) or, in the case of Cooperative Purchasing and Piggybacking, are based on contracts or agreements that were competitively procured; and

(B) Compliant with applicable law, as well as the letter and intent of this Article.

10.1.11.2 Except as provided in this section, Approval/Execution Thresholds, as provided in **Section 10.1.9: Approval/Execution Thresholds** above, shall remain applicable regardless as to the Alternative Procurement Method used.

10.1.11.3 In consultation with the General Counsel or their designee, the Procurement Director shall develop, approve, and incorporate into the Procurement Procedures Manual specific procedures to be followed when using any such Alternative Method of Procurement prior to such Alternative Method of Procurement being used.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.12 Waivers of Competition Requirements

10.1.12.1 **Competition Waiver Requirements**

(A) The Procurement Director may issue waivers from the competition requirements of this Article to the extent authorized in this Section, or as otherwise expressly provided in this policy.

(B) Even should a specific classification or type of procurement be deemed exempt from the competition requirements of this Article, the Procurement Director may determine that such procurement should instead be obtained by competitive means if they believe so-doing to be practical, reasonable, and in the best interest of CFX.

(C) Waivers of competition under this Article shall not constitute waivers of any applicable provision of law that otherwise requires competition. As such:

(1) Waivers from competition for Construction Services may only be issued for awards where competition for such Construction Services would not otherwise be required under Section 255.20, Florida Statutes.

(2) Waivers from competition for Professional Services may only be issued for awards where compliance with the competitive selection and competitive negotiation provisions of Section 287.055, Florida Statutes, would not otherwise be required.

(3) No waiver of competition may be granted regarding the procurement of fiscal agents that would otherwise conflict with the requirements of Section 348.753(5), Florida Statutes.

(D) Unless otherwise expressly provided, a waiver of this Article's competition requirements shall not be considered a waiver of any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.1.8**: **Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.1.9: Approval/Execution Thresholds** above.

(E) Provided that it is permitted under applicable law, nothing in this Article shall prevent the Board from waiving its own competition requirements based upon a finding consistent with **Subsection 10.1.3.6** above.

10.1.12.2 **Emergency Purchase Waivers**

(A) **"Emergency"** shall mean:

(1) A reasonably unforeseen breakdown in machinery, or damage, destruction, or obstruction of machinery, roadway, or any property owned or operated by CFX;

(2) A threatened termination of an essential service;

(3) The development of a dangerous condition;

(4) The development of a circumstance causing the stoppage or slowdown of an essential service;

(5) A threat to the public health, welfare, or safety; and/or

(6) The opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

(7) Regarding Construction Services, the definition of **"Emergency"** shall be limited to circumstances that meet the criteria set forth in Section 255.20(1)(c)1., Florida Statutes, more specifically, if the construction project to be procured is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events such as an act of God, riot, fire, flood, accident, or other urgent circumstances, and such damage or destruction creates:

(a) An immediate danger to the public health or safety;

(b) Other loss to public or private property which requires emergency government action; or

(c) An interruption of an essential governmental service.

(B) **"Emergency Purchase"** shall mean a procurement with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency. An Emergency Purchase may also include the temporary extension of an expired contract when necessary to maintain business continuity until a replacement contract can be competitively procured or otherwise awarded in compliance with this policy.

(C) Waivers of competition may be issued for Emergency Purchases with limited or no competitive process, and without the requisite Board approval, when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

(1) Under such Emergency circumstances:

(a) The Procurement Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases under the Informal Procurement Threshold; and

(b) The Executive Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases at any amount.

(2) All Emergency Purchases at or above the Formal Procurement Threshold shall be submitted to the Board for ratification and approval at the next scheduled Board meeting practicable.

10.1.12.3 **Sole Source Procurement Waivers**

(A) **"Sole Source Procurements"** shall mean a Procurement where the required goods or services are available from only one source, or where a single source is determined to be necessary to meet CFX's operational, technical, or functional requirements.

(B) Sole Source Procurements of services must be limited to situations where a Vendor is uniquely qualified to perform such services or where the services are integral to existing operations, systems, or ongoing service needs, such that no reasonable alternative source exists. Such lack of an alternative source must be determined only after a reasonably thorough analysis of the marketplace.

(C) Compatibility with existing software or equipment shall be an acceptable justification for a waiver of competition requirements provided the procurement meets the other criteria within the definition of a Sole Source Procurement provided in **Subsection 10.1.12.3(A)**.

(D) Maintenance agreements, including agreements regarding the maintenance of computers and related equipment, software, copiers, faxes, and other related office equipment, servers, network switches, and firewalls, are permitted Sole Source Procurements when there is a reasonable basis to conclude that such agreements are in CFX's best interest or when maintenance from other contractors will void an equipment warranty.

(E) Business continuity requirements may constitute a valid basis for a Sole Source Procurement where there is a reasonable basis to conclude that a change in vendor would result in a material disruption to CFX's operations, loss of critical functionality, or degradation of service levels, and where such disruption cannot be reasonably mitigated through transition or competition.

(F) Standardization may constitute a valid basis for a Sole Source Procurement where CFX has established or determined the need for uniformity in goods, services, or systems to support enterprise-wide operations, maintenance, training, public safety, and the level of service provided to the traveling public, and where deviation from such standards would result in inefficiencies, increased lifecycle costs, reduced reliability, or a diminished level of service.

10.1.12.4 **Lack of Adequate Competition.** The Procurement Director may waive the competition requirements of this policy in circumstances where there is an established lack of adequate competition available in the marketplace, as determined after at least one unsuccessful solicitation.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.13 Exemptions from Competition

10.1.13.1 Due to the specific nature of each of the procurement types and classifications provided for in this Section, they are hereby exempt from this Article's competition requirements. No

documented waiver of this policy's competition requirements shall be required for any procurement deemed exempt hereunder.

10.1.13.2 Unless otherwise expressly provided, exemption from this Article's competition requirements shall not be considered exemption from any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.1.8**: **Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.1.9: Approval/Execution Thresholds** above.

10.1.13.3 **Exempted Procurement Types and Classifications**

(A) Small Purchases, as discussed in **Subsection 10.1.10.2**: **Small Purchases** above;

(B) The purchase of regulated services, such as telephone, electricity, natural gas, water, or similar services where rates or prices are fixed by legislation or by federal, state, county, or municipal regulations. The purchase of internet services is additionally exempt under this provision;

(C) P-Card and petty cash purchases made in accordance with established CFX procedures;

(D) Dues and memberships in trade or professional organizations;

(E) Subscriptions for periodicals or professional research platforms or databases;

(F) The direct purchase of advertisement and advertising services; however, not to include the procurement of the services of an advertising agency which must be competed;

(G) Postage costs;

(H) Legal services, advocacy services, paralegal services, appraisal services, mediators, hearing officers, expert witnesses, and court reporters;

(I) Abstracts of titles for real property and title insurance for real property;

(J) Copyrighted materials and/or patented materials;

(K) Artistic services, including the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording;

(L) Job-related travel; seminars; tuition; registration fees; and training;

(M) Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance;

(N) Direct contracts for goods and/or services between CFX and any other state, county, special district, municipal government, state college or university, and/or any other governmental agency or political subdivision;

(O) Food related to an authorized function;

(P) Employment agreements; and

(Q) Regulatory environmental and wildlife mitigation credits and protected species relocation services.

10.1.13.4 **Budgetary Approvals.** The following categories of procurements shall be deemed authorized through the Board-approved budget, shall not require separate Board approval, and may be approved, regardless of the dollar amount, by the Procurement Director, provided that:

(A) Procurements exceeding the Informal Procurement Threshold shall require the consent of the Executive Director; and

(B) Such expenditures are consistent with the Board-approved budget for the applicable fiscal year:

(1) Utility and communication services, including but not limited to electricity, water, sewer, stormwater, local solid waste/sanitation assessments, natural gas, telecommunications, internet services, and contracts directly related to the establishment, continuation, maintenance, or modification of such services; and

(2) Advertising placements, including the purchase of advertising space, airtime, sponsorship placements, digital advertising, and other media placements.

10.1.13.5 **State of Florida Contracts**

(A) The Board recognizes the State of Florida's policy of establishing competitively procured purchasing agreements and State Term Contracts for the benefit of its agencies and eligible entities to promote administrative efficiency, competition, and value.

(B) Accordingly, Board approval shall not be required for procurements made pursuant to Section 287.056, Florida Statutes, through State of Florida contracts or "Alternate Contract Sources" established by a participating addendum executed by the State, provided each procurement does not exceed $1,000,000.00 and is evaluated in accordance with the Procurement Procedures Manual, including a review of the applicable terms, conditions, and pricing, to determine that the procurement is in the best interest of CFX.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.14 Emergency Suspension of Procurement Policy

10.1.14.1 The Executive Director is authorized to, during a State of Emergency applicable to any part of the CFX Area of Service as declared by the federal government, state government, and/or any local government, temporarily suspend the applicability of this Article until the earliest of the following dates:

(A) The date on which the applicable State of Emergency expires, unless renewed by the declaring government; or

(B) The date of the next Board meeting when such temporary suspension may be approved or rescinded by the Board.

10.1.14.2 In the event of such suspension, waivers of competition shall not be necessary for purchases; however, the Procurement Department shall make a reasonable attempt to maintain control of costs through negotiation and competition whenever practicable.

10.1.14.3 Any procurement made during the time this Article was suspended must:

(A) Comply with applicable law; and

(B) Be documented and presented to the Board as an information item at the next Board meeting practicable.

Adopted: 2024-440. Revised: 2025-454.

Division III: Procurement Programs

Section 10.1.15 Purchasing Card Program

10.1.15.1 A Purchasing Card Program (**"P-Card Program"**) is hereby established to provide authorized CFX employees with the ability to make minor purchases on behalf of CFX using a CFX charge card, so long as such purchases do not exceed the limit set by the Procurement Procedures Manual as approved by the Executive Director.

10.1.15.2 All goods and/or services purchased under this P-Card Program shall be in accordance with the requirements of the Procurement Procedures Manual.

10.1.15.3 The Procurement Department shall be responsible for managing the P-Card Program and ensuring compliance with the Procurement Procedures Manual.

Adopted: 2024-440.

Section 10.1.16 Owner Direct Purchase Program

10.1.16.1 When a government entity buys materials for use in a public works construction project, such purchases may be exempt from sales tax should such entity follow certain procedures. Direct purchase of materials by a government entity for use in a public works construction project is commonly referred to as an **"Owner-Direct Purchase Program"** (**"ODP Program"**).

10.1.16.2 There is hereby established an ODP for CFX. It shall be the policy of CFX to, when reasonable, practical, and appropriate, include language in the project specifications for its public works construction projects that gives CFX the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX.

10.1.16.3 All purchases made under the ODP program must comply with applicable Florida law and the procedures outlined in the Procurement Procedures Manual.

10.1.16.4 Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Procurement Director is authorized to approve an ODP regardless of the amount.

Adopted: 2024-440. Revised: 2024-444; 2026-___.

Section 10.1.17 Emerging and Developing Technology Pilot Program

10.1.17.1 It is the Board's policy that CFX continues to be on the cutting edge of emerging and developing technologies that may assist CFX in meeting its growing maintenance and operational needs. As such, an Emerging and Developing Technology Pilot Program (**"EDT Pilot Program"**) is hereby established so that CFX may engage in pilots of emerging and/or developing technology and/or software solutions without requiring competition.

10.1.17.2 Under this EDT Pilot Program, emerging and/or developing technology or software solutions shall be exempt from the competition requirements of this Article so long as:

(A) The purpose of the subject pilot is to test and/or refine a technology or software solution that is still in development or is not generally available on the commercial market for purchase; and

(B) The Chief of Technology/Operations deems CFX's participation in such a pilot program to be of interest to CFX.

10.1.17.3 In all pilot program Contracts, CFX shall incorporate provisions:

(A) Clarifying that CFX's participation in any such pilot shall not be considered an endorsement of the technology and/or software solution by CFX and prohibiting the use of CFX's name or status as a participant in the pilot in any of the Contractor's sales, promotion, and/or marketing efforts;

(B) Prohibiting public-facing branding by Contractor or other private entity of the technology and/or software being piloted; and

(C) Granting CFX the option to procure or license the use of the applicable emerging and/or developing technology should, after completion of the relevant pilot period, the Chief of Technology/Operations determines:

(1) That the pilot program was successful; and

(2) In consultation with the Executive Director, that exercising such option would be in the best interest of CFX.

Adopted: 2024-440. Revised: 2025-454.

Section 10.1.18 Rapid Response Program

10.1.18.1 It is the Board's policy that expedited procurement for minor public construction, repair, and maintenance projects is often needed to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX. As such, the Board hereby establishes a Rapid Response Program (the **"RR Program"**). The goal of the RR Program is that such expedited procurements will progress from identification of the project to commencement of construction within an estimated 90 days.

10.1.18.2 **"Rapid Response Contract(s)**" shall be task-order-based contracts utilized for minor public construction and maintenance projects that require expedited procurement and construction to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX.

10.1.18.3 Rapid Response Contracts shall be solicited for specific types of work. Pools of rapid response contractors shall be populated with contractors that meet the specified qualifications and are able to provide expedited work. At least three contractors shall be preferred for each type of work, with each such contractor being awarded a separate Rapid Response Contract.

10.1.18.4 Task orders issued under Rapid Response Contracts shall be limited to construction of minor improvements and/or performance of repair or maintenance to a public building, structure, or other public construction works estimated not to exceed the threshold amounts set for construction and electrical work provided in Section 255.20(1), Florida Statutes, as adjusted in accordance with Section 255.20(2), Florida Statutes. No project or requirement shall be artificially divided into multiple task orders for the purpose of avoiding the limitations of this Section, the competitive bidding requirements of Section 255.20, Florida Statutes, or any applicable Approval/Execution Thresholds.

10.1.18.5 Rapid Response Contracts shall require that task orders issued thereunder be competed among the task-applicable pool of rapid response contractors.

10.1.18.6 The Procurement Director is hereby authorized to approve and execute all task orders issued under any Rapid Response Contract, so long as the aggregate annual amount of all such task orders so-approved and executed does not exceed the limit set forth in **Subsection 10.1.18.4** above.

Adopted: 2024-440. Revised: 2026-___.

Section 10.1.19 Responsible Procurement Practices

10.1.19.1 It shall be the policy of the Board to promote the prudent expenditure of public funds through objective, performance-based, responsible procurement practices. In the context of this Section, “practical” is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

10.1.19.2 In accordance with Sections 287.05701, Florida Statutes, nothing in this Section shall be construed to authorize the consideration of social, political, or ideological interests in the award of a contract.

10.1.19.3 To implement this provision, the Procurement Department shall develop procedures that:

(A) Encourage the use of recycled supplies/materials when practical, consistent with Section 403.7065, Florida Statutes.

(B) Consider lifecycle costs, durability, maintenance requirements, operating efficiency, warranty, compatibility, and other objective factors that contribute to the best value for CFX.

(C) Reduce waste by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed of, when doing so supports operational efficiency, regulatory compliance, or reduced total cost of ownership.

10.1.19.4 Nothing in this provision or in the Procurement Procedures Manual shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

10.1.19.5 CFX shall comply with all applicable State of Florida laws governing vendor eligibility, certifications, affidavits, and restrictions on public contracting, as such laws may be enacted,

amended, or repealed from time to time. The Procurement Director, in consultation with the General Counsel, shall develop and periodically update the procedures, forms, certifications, affidavits, representations, and contract provisions necessary to implement such requirements.

Adopted: 2024-440. Revised: 2026-___.

Section 10.1.20 Business Opportunities

10.1.20.1 The Board has adopted a Business Opportunities Policy administered by the Business Opportunities Department in collaboration with the Procurement Department.

10.1.20.2 Refer to **Article 4: Business Opportunities Policy** for more information regarding CFX's procurement programs and initiatives for small and local businesses.

Adopted: 2024-440. Revised: 2024-444; 2025-454; 2025-456.

Division IV: Contracting

Section 10.1.21 Contract Standardization

10.1.21.1 Standard CFX boilerplates for contracts, amendments, supplemental agreements, renewals, and similar documents shall be developed and used whenever possible. The Procurement Director shall work with General Counsel to develop such standardized boilerplates.

10.1.21.2 General Counsel may decide, using their sole professional discretion, to update and revise such standardized boilerplates from time to time. The Procurement Director shall additionally be responsible for making suggested revisions to the standardized boilerplates for approval by General Counsel should the Procurement Director believe such revision would best serve CFX and its procurement objectives.

Adopted: 2024-440.

Section 10.1.22 General Counsel's Review and Approval Obligation

10.1.22.1 **Small Purchase and Informal Procurement Review**

(A) Review by General Counsel, or their designee, shall not generally be required for any Small Purchase or Informal Procurement contracts or purchase orders, except as provided in **Subsections 10.1.22.1(C)** and **10.1.22.1(D)** below.

(B) The foregoing notwithstanding, should the Executive Director, Department Chief, Procurement Director, Risk Management Director, or other applicable Department Director believe that legal review of a particular Small Purchase or Informal Procurement contract or purchase order is merited, General Counsel, or their designee, shall provide such review upon request.

(C) No contract or purchase order requiring CFX to indemnify another party or waive, limit, or otherwise impair its sovereign immunity protections shall be approved without review by the General Counsel or their designee.

(D) The General Counsel may establish and periodically revise additional contractual provisions requiring review by the General Counsel or their designee prior to execution. Any such categories shall be communicated in writing to the Procurement Director.

10.1.22.2 **Formal Procurement Review**

(A) Once a particular boilerplate has been standardized with the review of General Counsel or their designee, Formal Procurements may be made using such standardized boilerplates without further legal review so long as:

(1) No change or amendment has been made to the standardized boilerplate's language as most recently approved by General Counsel or their designee; and

(2) The applicable vendor has not added any additional terms and/or conditions.

(B) General Counsel, or their designee, is required to review Formal Procurements where the applicable standardized boilerplate's language has been altered in any manner from the language most recently approved thereby.

(C) It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain vendors, and financial institutions may preclude the use of standard CFX boilerplate documents. In such instances, review of such non-standard documents for Formal Procurements must be completed by the General Counsel or their designee.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.23 Contract Terms and Conditions

10.1.23.1 **Contract Terms**

(A) The Procurement Director is hereby granted the authority to, within the limitations set forth in this Subsection, determine the initial and renewal terms of a procurement contract based on the nature of the procurement.

(B) Unless otherwise provided in this Section, procurement contracts shall, where practicable, be structured with a defined multi-year term, provided such contracts include a termination for convenience provision of no more than 30 calendar days. Contracts with an initial term of up to three years are generally preferred; however, longer or shorter initial terms may be utilized where warranted by the nature of the goods or services, operational considerations, or to achieve greater efficiency or value to CFX. The sum of the initial term and all renewals and extensions thereto may not cumulatively exceed 10 years.

(C) Both "continuing contracts", as defined in Section 287.055(2)(g), Florida Statutes, and continuing contracts for Specialized Services shall have initial and renewal terms set in compliance with **Subsection 10.1.23.1(B)** above; however, the terms of such continuing contracts may be drafted in a manner that permits their provisions to remain in full force and effect as to any work authorizations or task orders outstanding at the time of contract expiration until either: (1) the Consultant's satisfactory completion of such work authorizations or task orders; or (2) termination of such work authorizations or task orders by CFX.

(D) Project-specific Professional Services contracts and contracts for Construction Services shall have no fixed term and instead shall be based on project schedules and continue in full force and effect until either the specific project for which the procurement was made has been satisfactorily completed by the Contractor, or the contract is terminated in compliance with the terms and conditions therein.

(E) Rapid Response Contracts shall have a term no longer than three years with no renewals; however, the terms of such contracts may be drafted in a manner that permits their provisions to remain in full force and effect as to any work authorizations or task orders outstanding at the time of contract expiration until either: (1) the Contractor's satisfactory completion of such work authorizations or task orders; or (2) termination of such work authorizations or task orders by CFX.

10.1.23.2 **Major Subcontractor Requirements**

(A) For the purposes of this **Subsection 10.1.23.2** only, **"Major Subcontractor"** shall mean any person or entity engaged by a contractor to perform a specifically identified and substantive portion of the work required under the contract. A Major Subcontractor is responsible for performing a clearly designated portion of the contract scope on behalf of the contractor.

(B) The term does not include ancillary third-party services obtained in the ordinary course of business, such as delivery and courier services, utility providers, law enforcement services, travel providers, court reporters, mediators, and similar service providers, provided such entities are not responsible for performing any portion of the contract scope.

(C) All contracts in excess of the applicable Informal Procurement Threshold shall contain a "Major Subcontractor" provision in substantially the following form, with the terms "Contractor" and "Consultant" used as appropriate:

> *"If, during the term of this Contract and any renewals hereof, the Contractor/Consultant desires or intends to provide payment to any person or entity engaged by the Contractor/Consultant to perform a specifically identified and substantive portion of the work required under the contract (a **"Major Subcontractor"**) that was not disclosed to CFX at the time this Contract was originally awarded, the Contractor/Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Subcontractors under this Contract. CFX shall not be responsible to Contractor/Consultant for any payments made or obligated to any such Subcontractor should Contractor/Consultant have failed to add such Subcontractor to this Contract's Major Subcontractor list in compliance with this provision."*

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.24 Amendments, Renewals, and Extensions

10.1.24.1 **Amendments**

(A) The Procurement Director is hereby authorized to approve and execute contract amendments and supplemental agreements related to contracts for Informal Procurement so long as such amendments and supplemental agreements would not

result in the aggregate contract award value exceeding the Informal Procurement Threshold.

(B) If an amendment or supplemental agreement to an Informal Procurement contract would increase the aggregate contract award value to an amount exceeding the Informal Procurement Threshold, then such amendment or supplemental agreement requires approval from the Board.

(C) The Procurement Director is hereby authorized to approve and execute contract amendments and/or supplemental agreements that increase the aggregate contract award value for Formal Procurement contracts approved by the Board, provided that the total cumulative dollar amount of any increases approved by the Procurement Director for a particular contract shall not exceed the lesser of 33% of the aggregate contract award value initially approved by the Board or $300,000.00. Any increase that would cause the total cumulative dollar amount of such increases to exceed this limit shall require Board approval. This authority shall be in addition to any contingencies and allowances already approved by the Board as part of the contract.

(D) The monetary amount in **Subsection 10.1.24.1(C)** above shall be adjusted every two years using the same methodology provided in **Subsection 10.1.8.3**, rounded up to the next highest multiple of $10,000.00.

(E) Amendments or supplemental agreements that only alter a procurement contract's scope, value, and/or time but do not otherwise change any of the underlying legal terms of the procurement contract are not required to be reviewed by General Counsel or their designee.

10.1.24.2 **Extensions/Renewals**

(A) The Procurement Director is hereby authorized to approve and execute extensions and renewals of the term of any procurement contract, provided that:

(1) If the aggregate contract term, including the extension or renewal, is one year or less, the extension or renewal does not increase the aggregate contract award value above the Single-Year Award Threshold;

(2) If the aggregate contract term, including the extension or renewal, exceeds one year, the extension or renewal does not increase the aggregate contract award value above the Multi-Year Award Threshold; and

(3) Any increase in aggregate contract award value otherwise complies with the provisions of **Subsection 10.1.24.1: Amendments** above.

(B) Should there be no remaining renewal periods on a procurement contract's term, an extension may be for additional time only, and only for the reasonable time needed to procure a new contract in compliance with the provisions of this Article, unless otherwise approved by the Board or as provided in **Subsection 10.1.24.2(D)** below.

(C) The decision to renew or extend a procurement contract or to request that the Board renew or extend a procurement contract shall be made by the appropriate management-level personnel of the purchasing user department in consultation with the Procurement Director.

(D) Notwithstanding the foregoing, for purposes of business continuity, the Procurement Director is authorized, with the consent of the Executive Director, to approve and execute a one-time extension of any procurement contract for a period not to exceed 90 calendar days where such extension is necessary to allow sufficient time to obtain Board approval of a successor contract or to complete procurement actions, including extended negotiations or coordination related to cooperative, piggyback, or other alternative contracting methods. The aggregate value of any such extension shall not exceed 25% of the most recently approved contract value. This authority is in addition to, and shall not be counted toward, the authority granted for amendments and/or supplemental agreements under **Subsection 10.1.24.1** above.

(E) Renewals or extensions that only alter a procurement contract's project scope, value, and/or time but do not otherwise change the underlying legal terms of the procurement contract are not required to be reviewed by General Counsel or their designee.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.25 Termination of Contract

10.1.25.1 The Executive Director or any applicable Division Chief is authorized to terminate any procurement contract entered into by CFX with any contractor so long as such termination is in compliance with the terms and conditions of such contract and applicable law.

10.1.25.2 The necessary actions for effectuating such termination shall be coordinated with the General Counsel and the Procurement Director.

Adopted: 2024-440.

END OF ARTICLE 1

CHAPTER 10: PROCUREMENT

ARTICLE 2: PROTEST RESOLUTION POLICY

Adopted By: Res. 2024-444
Last Revision: Res. 2026-___
Version Date: 08/13/2026

Division I: General Provisions

Section 10.2.1 Title

The provisions of this Article shall be known and cited as the **"Protest Resolution Policy"**.

Adopted: 2024-444.

Section 10.2.2 Authority

10.2.2.1 The Central Florida Expressway Authority (**"CFX"**) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

10.2.2.2 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX is expressly excluded from the definition of "agency" under Section 120.52, Florida Statutes, and therefore is not subject to the uniform rules of procedure for the resolution of protests arising from the contract solicitation or award process provided in Chapter 120, Florida Statutes.

Adopted: 2024-444.

Section 10.2.3 Statement of Policy

10.2.3.1 The Governing Board (**"Board"**) of CFX hereby establishes this Protest Resolution Policy for the purpose of providing an administrative process through which each Respondent shall be able to, for review and consideration by CFX, raise good faith allegations of any omissions, errors, or mistakes made during CFX's evaluation of its own or another Respondent's Solicitation Response that detrimentally impacted the Respondent.

10.2.3.2 Failure of a Contractor to timely file a Solicitation Response for a particular Procurement Solicitation shall be considered a waiver by such Contractor of any right it has or might have to protest any decision or other action taken by CFX regarding such Procurement Solicitation (e.g., CFX's decision to issue an award of the underlying project, to reject a Solicitation Response, and/or to cancel the Procurement Solicitation, etc.).

10.2.3.3 There shall be no right to protest the specifications, terms, or contents of a Procurement Solicitation granted under this Protest Resolution Policy. Instead, Contractors and/or Respondents having concerns or questions regarding the specifications, terms, or contents of the Solicitation Documents of any particular Procurement Solicitation, in lieu of protesting, are required to use such Procurement Solicitation's provided question-and-answer period to raise any such issues or concerns which may then be addressed by CFX by issuance by Addendum.

10.2.3.4 There shall be no right to protest any procurement related action or decision made by CFX other than the rights expressly granted by the Board in this Protest Resolution Policy, which shall apply only to Formal Procurements (as defined in **Subsection 10.1.10.4: Formal**

Procurements of **Article 1: Procurement Policy** of this Chapter). A protest shall only be valid if submitted in accordance with this Article.

10.2.3.5 Nothing in this Article may be construed as limiting CFX's ability to enter into a mutually agreed upon settlement with a Protesting Respondent at any time.

10.2.3.6 Communications to any CFX Board Member, Chief Officer, employee, and/or any Selection Committee member during an ongoing protest shall at all times be limited to those specifically permitted in **Article 3: Lobbying Blackout Period** of this Chapter.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.2.4 Definitions

10.2.4.1 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 and 3 of this Chapter are hereby incorporated into this Article.

10.2.4.2 Additionally, wherever used in this Article, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

(A) **"Addendum"** shall mean a change, clarification, or correction in the Solicitation Documents issued by CFX prior to the closing of the applicable Procurement Solicitation's submittal period.

(B) **"Day"** shall mean one calendar day, unless otherwise specifically referred to as a **"business day"**.

(1) A **"business day"** shall mean any day that is an official working day of CFX and excludes Saturdays, Sundays, and CFX-designated holidays.

(2) When pluralized, **"days"** and **"business days"** shall mean consecutive calendar or consecutive business days.

(3) When any period of time is referred to in this Article by either **"days"** or **"business days"**, it shall be computed to exclude the first day or business day and include the last day or business day of such period.

(4) If a period of time is determined by calendar days and the last day of such period falls on a Saturday, Sunday, or CFX-designated holiday, such day shall be omitted from the computation.

(C) "Contractor" shall have the same meaning as provided in **Subsection 10.1.4.1(D)** of **Article 1: Procurement Policy** of this Chapter.

(D) **"Procurement Solicitation"** shall mean the method of procurement used by CFX to invite Contractors to submit a Solicitation Response for Formal Procurements, including without limitation:

(1) **"Invitations to Bid"** (**"ITB"**) shall mean the method of procurement by which CFX solicits sealed competitive bids from Contractors;

(2) **"Requests for Proposals"** (**"RFP"**) shall mean the method of procurement by which CFX solicits sealed competitive proposals from Contractors; and

(3) **"Requests for Qualifications"** (**"RFQ"**) shall mean the method of procurement by which CFX solicits Contractor qualifications, which may or may not result in an ITB or RFP being issued.

(E) **"Protesting Respondent"** shall mean a Respondent who files a protest in compliance with this Article.

(F) **"Respondent"** shall mean a Contractor who timely submitted a Solicitation Response to a Procurement Solicitation issued by CFX.

(G) **"Solicitation Documents"** shall mean the documents issued by CFX to solicit Solicitation Responses and any related documents (e.g., ITB package, RFP package, RFQ package, etc.), including without limitation any documents therein incorporated or attached thereto.

(H) **"Solicitation Response"** shall mean a bid, proposal, letter of intent, request for qualifications, or other applicable response submitted by a Contractor or Respondent in response to a Procurement Solicitation issued by CFX.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Division II: Filing a Protest

Section 10.2.5 Generally

10.2.5.1 After CFX completes its evaluation of each Solicitation Response timely received, the Procurement Director shall, in compliance with the Procurement Policy, the Procurement Procedures Manual, and applicable Solicitation Documents, complete one of the following actions:

(A) Issue a Notice of Intent to Award; or

(B) Cancel the Procurement Solicitation.

10.2.5.2 The Procurement Director shall ensure that the Notice of Intent to Award for each Procurement Solicitation allows for a period of no fewer than 13 calendar days to conclude prior to any requisite request for Board approval is made or granted.

10.2.5.3 Upon receipt of a written protest that has been filed in compliance with this Article, the Procurement Director, in consultation with the Executive Director, may either halt the award process or, if in the best interest of CFX, continue the award process.

10.2.5.4 Any contract executed pursuant to a decision to continue the award process shall be contingent upon the outcome of the protest and contain a "protest contingency provision" whereby the parties acknowledge the ongoing protest and expressly agree that:

(A) The contract is contingent upon the outcome of the protest;

(B) CFX may modify or immediately terminate the contract depending on the outcome of the protest; and

(C) The sole remedy against CFX for any such modification or termination shall be limited to payment for goods and/or services provided or performed as of the date of termination.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.2.6 Standing and Exclusions

10.2.6.1 **Standing.** Standing to protest an award or recommendation of award is limited solely to Respondents who:

(A) Submitted a timely Solicitation Response to the Procurement Solicitation under which Notice of Intent to Award was issued by CFX; and

(B) Have good faith allegations that:

(1) An omission, error, or mistake was made during CFX's evaluation of its own or another Respondent's Solicitation Response; and

(2) Such omission, error, or mistake detrimentally impacted the Respondent.

10.2.6.2 **Exclusions.** The following situations shall not be the basis for a protest:

(A) Any decision by CFX to refuse to consider a Solicitation Response received beyond the date/time established in the applicable Solicitation Documents; and

(B) Any decision by CFX to cancel a Procurement Solicitation.

10.2.6.3 **Timely Filing; Waiver of Protest Right.** The timely filing of a Notice of Protest, Written Protest, and/or any requisite protest bonds shall be jurisdictional requirements. Failure by a Respondent to timely file a Notice of Protest, Written Protest, and/or any requisite protest bonds shall constitute an irrevocable waiver of any right such Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

10.2.6.4 **Withdrawal from Consideration; Waiver of Protest Right.** A Respondent that submits a written withdrawal from further consideration for award, including for the purpose of obtaining an Early Debriefing pursuant to **Section 10.3.10: Early Debriefing** of **Article 3: Lobbying Blackout and Debriefing Policy** of this Chapter, shall irrevocably waive any right such Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.2.7 Protest Requirements

10.2.7.1 **Notice of Protest**

(A) Any Respondent seeking to protest an award or recommendation of award must file a valid written notice to CFX of its intention to file such a protest (**"Notice of Protest"**) no later than 3 calendar days from the date of CFX's posting of the applicable Notice of Intent to Award (**"Protest Notice Period"**).

(B) To be valid, each Notice of Protest must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director, with a copy to CFX's General Counsel, by 11:59pm eastern time on the 3rd calendar day of the Protest Notice Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) Provide a detailed summary of the basis of the protest; and

(6) Include an accompanying protest bond in compliance with the requirements of **Subsection 10.2.7.3: Protest Bond Requirements** below.

(C) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Notice of Protest to all other Respondents; and

(2) Include evidence of such mailing in its Notice of Protest filing to CFX.

10.2.7.2 **Written Protest**

(A) A Protesting Respondent having timely filed a valid Notice of Protest is a precondition to their filing of a valid Written Protest.

(B) The Protesting Respondent shall file a valid formal written statement of protest (**"Written Protest"**) no later than 10 calendar days after its filing of the required Notice of Protest (**"Protest Filing Period"**).

(C) To be valid, the Written Protest must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director, with a copy to CFX's General Counsel, by 11:59pm eastern time on the 10th calendar day of the Protest Filing Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) State with specificity and particularity both the facts and law upon which the protest is based, specifying the exact nature of any claimed error, omission, mistake, or incorrect evaluation or scoring of a Solicitation Response;

(6) Include any and all information, documentation, and/or evidence the Protesting Respondent believes supports their protest; and

(7) Specifically identify the relief to which the Protesting Respondent deems itself entitled.

(D) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Written Protest to all other Respondents; and

(2) Include evidence of such mailing in its Written Protest filing to CFX.

10.2.7.3 **Protest Bond Requirements**

(A) A protest bond must be simultaneously filed with each Notice of Protest filed with CFX.

(B) The amount of the required bond shall be calculated as follows:

(1) If the Notice of Protest is in relation to an Invitation to Bid, 1% of the lowest bid submitted or $5,000.00, whichever is greater; or

(2) If the Notice of Protest is in relation to a solicitation other than an Invitation to Bid, 1% of CFX's estimated value of the award or $5,000.00, whichever is greater.

(C) A separate protest bond must be posted by each Protesting Respondent.

(D) Each protest bond must:

(1) State on its front page:

(a) The name, principal business address, and phone number of the protesting Respondent, the surety, and CFX; and

(b) The bond number assigned by the surety.

(2) Be made payable to the "Central Florida Expressway Authority";

(3) Be signed and sealed by the Protesting Respondent and a surety insurer authorized to do business in the State of Florida as surety;

(4) Be countersigned by the Florida resident agent of the surety;

(5) Have a surety power of attorney attached that is executed under the surety's corporate seal; and

(6) Be conditioned upon all of the following:

(a) Each protest bond shall be conditioned upon the payment of all costs which may be adjudged against the Protesting Respondent in the administrative hearing in which the action is brought and any subsequent appellate court proceeding.

(b) If, after completion of the administrative hearing process and any appellate court proceedings, CFX prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's

fees. Upon payment of such costs and charges by the Protesting Respondent, the bond shall be returned to them.

(c) If the Protesting Respondent prevails, it shall be entitled to recover from CFX only those damages and/or costs provided in **Subsection 10.2.10.4** below.

(d) The entire amount of the bonds shall be forfeited if it is determined by the Administrative Hearing Officer or a court of competent jurisdiction that the protest or any subsequent appeal was:

1. Clearly insufficient on its face; and/or

2. Filed for a frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or causing needless cost for CFX or other parties.

(7) Bind the Protesting Respondent and surety, their heirs, representatives, successors, and assigns, jointly and severally, and be conditioned upon the satisfaction of any costs and charges included in a final decision or judgment, including appellate court proceedings, in the event CFX prevails.

(E) All protest bonds must be identical in form to the Bid Protest Bond form approved by CFX, which shall be posted on CFX's website and may otherwise be obtained from the Procurement Director upon request.

(F) CFX shall be the prevailing party if the Protesting Respondent withdraws the protest at any time before entry of the final decision or judgment. The foregoing notwithstanding, the Executive Director, in consultation with General Counsel, is hereby authorized to waive CFX's claim to any such protest bond upon withdrawal of the Protesting Respondent and to approve and execute any corresponding release of such protest bond, should the Executive Director deem so doing to be in CFX's best interests.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Division III: Protest Review Process

Section 10.2.8 Resolution by Procurement Director

10.2.8.1 Upon receipt of a valid Written Protest, the Procurement Director will review such Written Protest and either:

(A) Draft and issue a final written decision to Respondent based on the contents of the Written Protest and thereafter post such final written decision to all Respondents; or

(B) Schedule a public meeting, in compliance with Section 286.011, Florida Statutes, with the Protesting Respondent to attempt to resolve the protest (**"Protest Resolution Meeting"**).

(1) A notice establishing the date, time, and location for the Protest Resolution Meeting shall be posted to all Respondents. Any Respondents that may be

detrimentally impacted should the Protesting Respondent be successful shall be provided the opportunity to participate in such public meeting.

(2) After the Protest Resolution Meeting, the Procurement Director shall draft and issue a final written decision to the Respondent and thereafter post such final decision to all Respondents.

10.2.8.2 Nothing in this Section may be construed as preventing CFX from exercising its right to cancel the Procurement Solicitation at any time for any reason.

Adopted: 2024-444. Revised: 2025-454.

Section 10.2.9 Resolution by Administrative Hearing

10.2.9.1 **Administrative Appeal**

(A) The Protesting Respondent shall have 3 business days from the date of its receipt of the Procurement Director's written decision to appeal the Procurement Director's decision for review by an Administrative Hearing Officer (**"Administrative Appeal Period"**). The standard of review of any such Administrative Appeal shall be limited to abuse of discretion by CFX.

(B) For such an Administrative Appeal to be valid, it must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director, with a copy to CFX's General Counsel, by 11:59pm eastern time on the 3rd business day of the Administrative Appeal Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) State with specificity and particularity both the facts and law upon which the appeal is based, specifying the exact manner as to how CFX abused its discretion in rendering its final written decision;

(6) Include any and all information, documentation, and/or evidence the Protesting Respondent believes supports its appeal; and

(7) Specifically identify the relief to which the Protesting Respondent deems itself entitled.

(C) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Administrative Appeal to all other Respondents; and

(2) Include evidence of such mailing in its Administrative Appeal filing to CFX.

(D) The timely filing of a valid Appeal for Administrative Hearing is a jurisdictional requirement and failure to timely file such appeal constitutes a waiver of any right a Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

10.2.9.2 **Administrative Hearing Officer**

(A) Should the Protesting Respondent file a timely and valid Administrative Appeal, such appeal, and any written response provided by CFX, shall be considered by an Administrative Hearing Officer selected and compensated by CFX. Such Administrative Hearing Officer must meet the following qualification requirements:

(1) They must be an independent third party with applicable experience (e.g., as an attorney, mediator, hearing officer, arbitrator, special magistrate, judge, etc.); and

(2) They must submit a **CFX-110: Potential Conflict Disclosure Form** to CFX prior to hearing any appeal.

10.2.9.3 **Conduct of Administrative Hearing**

(A) The Administrative Hearing Officer shall regulate the course of proceedings to assure orderliness and a fair opportunity for each side to present its case. The formal rules of evidence shall not apply and hearsay shall be admissible but shall not serve as the primary basis of the Hearing Officer's final order.

(B) The Administrative Hearing Officer shall base their final order on such evidence adduced in the course of the proceedings as would be relied upon by reasonable, prudent persons in the conduct of their affairs.

(C) The Administrative Hearing Officer shall conduct an impartial, public hearing no later than 10 business days after their appointment; however, in the event that the Administrative Hearing Officer believes that more time is necessary, they may reasonably extend such time in writing sent to all parties, with copies to the Procurement Director and CFX General Counsel. Upon receipt of any such extension, the Procurement Director shall post it to all Respondents.

(D) The parties to the hearing may be represented by counsel and both sides shall be granted the opportunity to present oral, physical, and/or documentary evidence relevant to all issues properly raised in the Administrative Appeal.

(E) Any Respondents that may be impacted should the Protesting Respondent be successful shall be provided the opportunity to participate in the public hearing, may be represented by counsel, and shall be presented the opportunity to present oral, physical, or documentary evidence relevant to all issues impacting such Respondent.

(F) Within 5 business days after the hearing is concluded, the Administrative Hearing Officer shall submit their final decision to all parties, with copies to the Procurement Director and CFX General Counsel.

Adopted: 2024-444. Revised: 2025-454.

Section 10.2.10 Resolution by Judicial Appeal

10.2.10.1 **Requisite Notice of Judicial Appeal**

(A) The Protesting Respondent and CFX shall each have 5 business days to submit written notice to the other of their intention to appeal the final written decision of the Administrative Hearing Officer (**"Judicial Appeal Notice Period"**).

(B) For a Notice of Judicial Appeal filed by a Protesting Respondent to be valid, it must be written and submitted to the other party by:

(1) Certified mail, return receipt requested; or

(2) National courier service with overnight delivery guaranteed.

(C) Should such notice not be timely received by the other party by 5:00pm eastern time on the last business day of the Judicial Appeal Notice Period, the decision of the Administrative Hearing Officer shall be binding and final and any right of either party to appeal the matter to the Circuit Court shall be considered irrevocably waived.

10.2.10.2 **Judicial Appeal**

(A) The standard of any Judicial Appeal shall be abuse of discretion by the Administrative Hearing Officer.

(B) Judicial review of any final decision made by the Administrative Hearing Officer shall be by certiorari in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, and filed with the appropriate Circuit Court no later than 30 calendar days after the date of the Administrative Hearing Officer's final written decision.

10.2.10.3 The pendency of judicial review proceedings shall not stay the procurement process, nor the award of a contract, unless a temporary injunction is issued by the Circuit Court, or unless CFX determines it is in the best interest of CFX to temporarily or permanently delay the procurement process or contract award.

10.2.10.4 If, after exhaustion of all administrative remedies and appellate rights, a final decision, order, or judgment upholds the Protesting Respondent's protest, the Protesting Respondent's damages, including any court-awarded damages to the Protesting Respondent, shall be limited solely to:

(A) The Protesting Respondent's reasonable Solicitation Response preparation costs;

(B) The amount of the protest bond premium paid by the Protesting Respondent, if any; and

(C) Reimbursement of any court filing fees and reasonable court costs (exclusive of attorneys' fees and expert witness fees) paid by the Protesting Respondent.

10.2.10.5 Under no circumstances shall CFX be held liable to a Protesting Respondent for any damages or costs (e.g., attorneys' fees, expert witness, etc.) other than those provided in **Subsection 10.2.10.4** above, regardless as to the theory of law and/or equity under which such claim for damages or costs may be made.

Adopted: 2024-444. Revised: 2025-454.

Section 10.2.11 Publication for Procurement Solicitations

10.2.11.1 A copy of this Article will be posted on the CFX website (https://www.cfxway.com) and referenced within all Solicitation Documents that are generated and distributed by the CFX.

Adopted: 2024-444.

END OF ARTICLE 2

CHAPTER 10: PROCUREMENT

ARTICLE 3: LOBBYING BLACKOUT AND DEBRIEFING POLICY

Adopted By: Res. 2024-444
Last Revision: Res. 2026-___
Version Date: 08/13/2026

Division I: General Provisions

Section 10.3.1 Title

The provisions of this Article shall be known and cited as the **"Lobbying Blackout Policy"**, **"Debriefing Policy"**, or **"Lobbying Blackout and Debriefing Policy"**.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.3.2 Authority

10.3.2.1 In accordance with Section 348.754(2)(m), Florida Statutes, the Central Florida Expressway Authority (**"CFX"**) is authorized to ". . . do everything necessary or convenient for the conduct of its business and the general welfare of the authority, in order to comply with [Chapter 348.754, Part III, Florida Statutes] or any other law."

Adopted: 2024-444. Revised: 2025-454.

Section 10.3.3 Statement of Policy

10.3.3.1 The Governing Board (**"Board"**) of CFX hereby establishes this Article for the purpose of protecting the transparency, fairness, and integrity of CFX's procurement of goods and services.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.3.4 Definitions

10.3.4.1 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 and 2 of this Chapter are hereby incorporated into this Article.

10.3.4.2 Wherever used in this Article, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

(A) **"Lobbyist"** shall mean any person (e.g., individual, entity, legal counsel, etc.) who, on behalf of and for the benefit of themselves, their employer, principal, client, or any other person, engages in Lobbying activities with the intent of influencing CFX's decision related to an ongoing or pending Formal Procurement.

(B) **"Lobby"** shall mean communicating in any manner (e.g., oral, writing, etc.) by a Lobbyist with CFX Board Members, Chief Officers, employees, and/or Selection Committee members directly or indirectly in connection with any Formal Procurement in an effort to influence the decision of such Board Members, Chief Officers, employees, and/or Selection Committee members in connection with such Procurement.

(C) **"Selection Committee"** shall mean the committee established pursuant to the Procurement Procedures Manual, and/or other applicable law or regulation, for the purposes of:

(1) Evaluating the Solicitation Responses received by CFX in response to a Procurement Solicitation; and

(2) Based on such evaluation, recommending: (a) the shortlisting of certain Respondents; and/or (b) the award of a contract to the highest ranked Respondent (or, in the case of multiple awards, Respondents).

(D) **"Shortlisted"** shall mean the Respondent(s) identified by CFX as advancing beyond the initial evaluation phase of a competitive procurement to participate in oral presentations, interviews, competitive negotiations, or other subsequent evaluation activities.

(E) **"Ranked Alternate"** shall mean the Respondent(s) identified in the Notice of Intent to Award, other than the Respondent(s) recommended for award, that CFX may consider for contract award if negotiations with the high-ranked proposer(s) are unsuccessful, terminated, or otherwise fail to result in an executed contract.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.3.5 Publication for Procurement Solicitations

10.3.5.1 A copy of this Article will be posted on the CFX website (https://www.cfxway.com) and referenced within all Solicitation Documents that are generated and distributed by the CFX.

Adopted: 2024-444. Revised: 2026-___.

Division II: Lobbying Blackout

Section 10.3.6 Prohibition of Lobbying

10.3.6.1 No Contractor or Respondent may, directly or indirectly, Lobby or otherwise seek to influence any CFX Board Member, Chief Officer, employee, or Selection Committee member regarding a pending contract award except as set forth in **Section 10.3.7: Exceptions to Policy** below.

10.3.6.2 Any communication by a Contractor or Respondent with a CFX Board Member, Chief Officer, employee, or Selection Committee member concerning a pending contract award shall, unless expressly permitted by this Article, constitute a violation of this Article and may result in such Contractor or Respondent being suspended from participating in CFX Procurement Solicitations for a period of not less than two (2) years.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.3.7 Exceptions to Policy

10.3.7.1 The above Prohibition of Lobbying shall not apply in the following instances:

(A) Any communication expressly permitted in the procurement process for the Procurement Solicitation in question, such as communicating with the CFX

employee who has been identified in the applicable Solicitation Documents as being the person to contact in connection with said Procurement Solicitation.

(B) Communications initiated by CFX Procurement Department staff for the purpose of requesting clarifications, verifying information, resolving irregularities, confirming responsibility or confirming responsiveness.

(C) Any communication that occurs on the record at a public meeting held in compliance with Section 286.011, Florida Statutes.

(D) For an Invitation for Bids, following the issuance of a Notice of Intent to Award, communication between CFX and the lowest responsive and responsible Respondent(s) for the limited purposes of conducting and completing scope confirmation meetings, compliance activities, and other pre-execution activities necessary to finalize the contract for Board consideration and timely execution.

(E) For competitive proposals, following the final ranking, communications between CFX and the highest ranked Respondent, and thereafter any Ranked Alternate Respondent(s) as applicable, shall be permitted for the limited purposes of conducting and completing competitive negotiations, scope confirmation meetings, compliance activities, and other pre-execution activities necessary to finalize the contract for Board consideration and timely execution.

(F) Any communication:

(1) Required to comply with the "Competitive Negotiation" requirements of Section 287.055, Florida Statutes, when applicable; or

(2) Expressly required or strictly necessary to submit a protest in compliance with the requirements of **Article 2: Protest Resolution Policy** of this Chapter.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Division III: Debriefing

Section 10.3.8 Generally

10.3.8.1 **"Debriefing"** shall mean a meeting or other communication between CFX and a Respondent regarding the evaluation of the Respondent's response to a Procurement Solicitation for the purpose of providing constructive feedback and promoting future competition.

10.3.8.2 A Debriefing is informational in nature and is not a forum for debating evaluation results, negotiating, appealing procurement decisions, reopening the procurement process, or otherwise challenging the outcome of the Procurement Solicitation.

Adopted: 2026-___.

Section 10.3.9 Timing of Debriefing

10.3.9.1 A Debriefing may occur either:

(A) Following the conclusion of the Lobbying Blackout Period (**"Standard Debriefing"**); or

(B) Following the final ranking of Respondents, but prior to the conclusion of the Lobbying Blackout Period, in accordance with **Section 10.3.10: Early Debriefing** below.

Adopted: 2026-___.

Section 10.3.10 Early Debriefing

10.3.10.1 Following the final ranking of Respondents, but prior to the conclusion of the Lobbying Blackout Period, CFX may conduct an Early Debriefing with any Respondent that was not Shortlisted, recommended for award, or identified as a Ranked Alternate, provided such Respondent first submits a written and irrevocable withdrawal from further consideration for award and waives its protest rights under **Subsection 10.2.6.4** of **Article 2: Protest Resolution Policy** of this Chapter.

10.3.10.2 For competitive proposals, under no circumstances shall an Early Debriefing be conducted prior to the final ranking of Respondents.

Adopted: 2026-___.

END OF ARTICLE 3

CHAPTER 10: PROCUREMENT

ARTICLE 4: BUSINESS OPPORTUNITIES POLICY

Adopted By: Res. 2025-456
Last Revision: N/A
Version Date: 12/11/2025

Division I: General Provisions

Section 10.4.1 Title

The provisions of this Article shall be known and cited as the **"Business Opportunities Policy"**.

Adopted: 2025-456.

Section 10.4.2 Authority

10.4.2.1 The Central Florida Expressway Authority (**"CFX"**) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

10.4.2.2 In accordance with Section 348.754(5), Florida Statutes, CFX is required to encourage the inclusion of local and small businesses in its procurement and contracting opportunities.

10.4.2.3 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX does not meet the definition of "agency" under Section 287.012, Florida Statutes. Therefore, except for specific provisions of Chapter 287, Florida Statutes, which expressly apply to authorities, local governmental entities, or special districts, CFX is not generally subject to the provisions of such Chapter.

Adopted: 2025-456.

Section 10.4.3 Statement of Policy

10.4.3.1 Recognizing the significant role CFX plays in creating opportunities for economic growth for the Central Florida region, the Governing Board (the **"Board"**) of CFX hereby establishes this Business Opportunity Policy to foster local innovation, strengthen community partnerships, and support a vibrant Central Florida economy by encouraging the participation of local and small businesses in CFX's procurement and contracting activities.

10.4.3.2 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 through 3 of this Chapter are hereby incorporated into this Article.

Adopted: 2025-456.

Division II: Small Business Enterprise ("SBE") Program

Section 10.4.4 Purpose and Scope

10.4.4.1 The purpose of the Small Business Enterprise (**"SBE"**) Program (the **"SBE Program"**) is to promote fair and increased access to contracting opportunities with CFX for qualified small businesses.

10.4.4.2 The SBE Program is administered by CFX's Business Opportunities Department and applies to all construction, professional services, maintenance, and commodity procurements funded by CFX.

Adopted: 2025-456.

Section 10.4.5 Eligibility Requirements

10.4.5.1 To be eligible for recognition under the SBE Program, a business must:

(A) Be independently owned and operated, provide a commercially useful function, and possess all required licenses and authorizations;

(B) Meet the **"Small Business Size Standards"** (based on three-year average gross receipts):

(1) Construction/Maintenance: less than $25 million;

(2) Professional Services: less than $10 million;

(3) Non-Professional Services: less than $10 million.

(C) Hold current small business certification by FDOT, GOAA, Orange County, or the City of Orlando, or obtain direct certification by CFX under procedures established by the Business Opportunities Department.

10.4.5.2 All firms must submit an application to CFX's Business Opportunities Department certifying that:

(A) The firm meets all the above requirements, with supporting documentation attached; and

(B) The information submitted with the firm's application is true, complete, and not misleading.

10.4.5.3 Businesses actively engaged in the Emerging Business Initiative contemplated in **Division III: Emerging Business Initiative ("EBI")** below, shall also be considered eligible SBEs.

Adopted: 2025-456.

Section 10.4.6 Graduation

10.4.6.1 A business shall graduate from the SBE Program when its three-year average gross receipts exceed the applicable Small Business Size standard provided in **Subsection 10.4.5.1(B)**.

10.4.6.2 Graduated firms will remain eligible to participate in CFX procurements but will no longer be counted toward SBE Program participation goals or objectives.

Adopted: 2025-456.

Section 10.4.7 Vendor Registration Requirement

10.4.7.1 All firms participating in the SBE Program must be registered as vendors with CFX through the Agency's Vendor Registry system. Vendor registration is mandatory and free of charge. Registration is required to receive solicitations, notices, and contracting opportunities.

10.4.7.2 SBE recognition does not replace vendor registration; firms must maintain both to be eligible for participation.

Adopted: 2025-456.

Section 10.4.8 SBE Direct Contracting

10.4.8.1 The Executive Director can authorize awards of non-competitive contracts valued up to $300,000.00 each to eligible SBEs under the Small Business Enterprise Program to expedite the bidding and award process.

10.4.8.2 Each award by the Executive Director exceeding the Informal Procurement Threshold, as established and adjusted in accordance with **Section 10.1.8: Procurement Thresholds** above, shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.

Adopted: 2025-456.

Section 10.4.9 Participation in Procurement

10.4.9.1 The Business Opportunities Department, in collaboration with Procurement and other CFX staff, shall evaluate each Formal Procurement solicitation to determine potential for SBE participation. This includes identifying scopes where qualified small businesses may compete and encouraging participation from firms that have historically been underutilized in CFX contracting.

10.4.9.2 Unless waived by the Director of Business Opportunities as provided in **Subsection 10.4.9.4** below:

(A) The SBE Program shall, unless adjusted by the Director of Business Opportunities as provided in **Subsection 10.4.9.3** below, maintain a 15% SBE participation objective for Formal Procurements made agency-wide. Only SBEs eligible under **Section 10.4.5: Eligibility Requirements** above shall count towards such participation objective.

(B) Individual Formal Solicitations shall include SBE participation objectives based on subcontracting potential and availability of certified firms.

(1) **Professional Services Contracts:** SBE participation may be incentivized through evaluation scoring and/or bonus points in proposal evaluations and as further set forth in the procedures adopted by the Director of Business Opportunities.

(2) **Construction and Maintenance Contracts:** SBE participation objectives are expected to, unless otherwise determined by the Director of Business Opportunities as provided in **Subsection 10.4.9.3** below, generally align with the percent program goal and, when applicable, shall be enforced through subcontracting commitments.

10.4.9.3 The Director of Business Opportunities may adjust SBE participation objectives for individual Formal Solicitations to reflect project size, complexity, or availability.

10.4.9.4 SBE participation objectives may be waived by the Director of Business Opportunities upon demonstration of good faith efforts as defined in **Section 10.4.11: Good Faith Efforts** below.

10.4.9.5 Respondents may not replace or substitute any SBEs listed in their Solicitation Responses under this Article, whether the change occurs before or after contract award, without prior written approval from the Director of Business Opportunities.

Adopted: 2025-456.

Section 10.4.10 Prompt Payment Requirements

10.4.10.1 All prime contractors shall ensure timely payment to subcontractors and suppliers for work satisfactorily performed.

10.4.10.2 CFX may withhold payments if evidence of prompt payment is not provided.

Adopted: 2025-456.

Section 10.4.11 Good Faith Efforts

10.4.11.1 If a Respondent cannot meet the established SBE participation objective on a procurement solicitation, the Respondent must provide adequate documentation demonstrating that it made a good faith effort to meet such objective at the time of submission of its applicable procurement solicitation response.

10.4.11.2 Actions taken that may establish good faith effort include, but are not limited to:

(A) Providing certified SBEs with adequate advance notice of subcontracting opportunities;

(B) Dividing work into feasible portions;

(C) Providing adequate project information;

(D) Offering assistance with bonding, insurance, or credit needs;

(E) Negotiating in good faith; and

(F) Submitting documentation of all SBE quotes received.

Adopted: 2025-456.

Section 10.4.12 Oversight and Enforcement

10.4.12.1 The Business Opportunities Department, in coordination with Procurement, shall monitor compliance with SBE Program requirements.

10.4.12.2 Enforcement actions may include:

(A) Corrective action requirements;

(B) Withholding of payment;

(C) Suspension from participation in CFX procurement solicitations; and

(D) Contract termination or debarment.

10.4.12.3 A Respondent's failure to submit any SBE utilization or other SBE program forms required with its Solicitation Response submission may render such Solicitation Response non-responsive.

10.4.12.4 The Director of Business Opportunities is authorized to prescribe procedures, forms, and reporting tools necessary to implement this Article.

Adopted: 2025-456.

Section 10.4.13 Review and Updates

10.4.13.1 The SBE Program shall be reviewed annually. Procedural updates may be implemented by the Director of Business Opportunities Department or designee to the extent that they do not conflict with the provisions of this Article, while policy changes require Board approval.

Adopted: 2025-456.

Division III: Emerging Business Initiative ("EBI")

Section 10.4.14 Purpose and Scope

10.4.14.1 The purpose of the Emerging Business Initiative (**"EBI"**) is to expand contracting opportunities for businesses that meet the eligibility requirements by designating certain procurements as EBI set-asides.

10.4.14.2 The initiative is designed to allow qualified businesses to compete as prime contractors on CFX-funded contracts where the scope, size, and complexity are suitable for emerging business participation.

10.4.14.3 EBI is administered by CFX's Business Opportunities Department and applies to construction, maintenance, professional services, and other procurements as determined appropriate.

Adopted: 2025-456.

Section 10.4.15 Eligibility Requirements

10.4.15.1 EBI provides contracting opportunities to emerging businesses on CFX-designated projects estimated up to $5 million and when at least three EBI registered businesses are available and capable of performing the scope of work identified.

10.4.15.2 To be eligible for recognition under the EBI, a business must:

(A) Be located within Brevard, Lake, Orange, Osceola, or Seminole Counties;

(B) Have all owner(s) be legal residents of the State of Florida;

(C) Provide all required state and local licenses and certificate of business;

(D) Have annual gross receipts, averaged over the previous three years, that do not exceed the applicable **"EBI Size Standard(s)"**, which shall initially be set as follows:

(1) Commodities – $5 million

(2) Professional Services – $7 million

(3) Construction – $15 million

10.4.15.3 The Director of Business Opportunities may annually adjust the EBI Size Standards to reflect current market conditions, provided that such adjustment does not result in any EBI Size Standard meeting or exceeding the amount established in the Small Business Size Standards, as provided in **Subsection 10.4.5.1(B)** above, for the equivalent type of work.

Adopted: 2025-456.

Section 10.4.16 Graduation

10.4.16.1 A business shall graduate from the EBI when its annual gross receipts exceed the applicable EBI Size Standard for three consecutive fiscal years.

10.4.16.2 Graduated firms will remain eligible for CFX procurements but will no longer be eligible for EBI set-asides.

Adopted: 2025-456.

Section 10.4.17 Vendor Registration Requirement

10.4.17.1 All EBI firms must be registered as vendors with CFX through the Agency's Vendor Registry system.

Adopted: 2025-456.

Section 10.4.18 Participation in Procurement

10.4.18.1 The Business Opportunities Department, in collaboration with Procurement, shall evaluate Formal Solicitations to determine if an EBI set-aside designation is appropriate.

10.4.18.2 Contracts may be designated as EBI set-asides when sufficient availability of qualified EBI firms exists.

10.4.18.3 Only firms registered and eligible under the EBI may submit bids for contracts designated as set-asides under the EBI.

Adopted: 2025-456.

Section 10.4.19 Prompt Payment Requirements

10.4.19.1 Should a prime contractor choose to utilize subcontractors and/or suppliers, they must ensure timely payment for work satisfactorily performed.

10.4.19.2 CFX may withhold payments if evidence of prompt payment is not provided.

Adopted: 2025-456.

Section 10.4.20 Oversight and Enforcement

10.4.20.1 The Business Opportunities Department, in coordination with Procurement, shall monitor compliance with EBI requirements.

10.4.20.2 Enforcement actions may include:

(A) Corrective action requirements;

(B) Withholding of payment;

(C) Suspension from participating in CFX's procurement solicitations; and/or

(D) Contract termination or debarment.

Adopted: 2025-456.

Section 10.4.21 Review and Updates

10.4.21.1 The EBI shall be reviewed annually. Procedural updates may be implemented by the Director of Business Opportunities Department or designee to the extent that they do not conflict with the provisions of this Article, while policy changes require Board approval.

Adopted: 2025-456.

END OF ARTICLE 4

CFX CODE OF POLICIES
Chapter 10: Procurement

EFFECTIVE DATES

Art.	Title	Adopted By	Last Revision	Version Date
1	Procurement Policy	Res. 2024-440	Res. 2026-___	08/13/2026
2	Protest Resolution Policy	Res. 2024-444	Res. 2026-___	08/13/2026
3	Lobbying Blackout and Debriefing Policy	Res. 2024-444	Res. 2026-___	08/13/2026
4	Business Opportunities Policy	Res. 2025-456	N/A	12/11/2025

CONTENTS

ARTICLE 1: PROCUREMENT POLICY 10-1

Division I: General Provisions 10-1
Section 10.1.1 Title 10-1
Section 10.1.2 Authority 10-1
Section 10.1.3 Statement of Policy 10-1
Section 10.1.4 Definitions 10-2
Section 10.1.5 Responsibility and Function 10-4
Section 10.1.6 Standard of Conduct 10-5

Division II: Competition and Methods of Procurement 10-6
Section 10.1.7 Competition Requirement 10-6
Section 10.1.8 Procurement Thresholds 10-7
Section 10.1.9 Approval/Execution Thresholds 10-8
Section 10.1.10 Methods of Procurement 10-9
Section 10.1.11 Alternative Methods of Procurement 10-11
Section 10.1.12 Waivers of Competition Requirements 10-11
Section 10.1.13 Exemptions from Competition 10-14
Section 10.1.14 Emergency Suspension of Procurement Policy 10-16

Division III: Procurement Programs 10-16
Section 10.1.15 Purchasing Card Program 10-16
Section 10.1.16 Owner Direct Purchase Program 10-16
Section 10.1.17 Emerging and Developing Technology Pilot Program 10-17
Section 10.1.18 Rapid Response Program 10-18
Section 10.1.19 Responsible Procurement Practices 10-19
Section 10.1.20 Business Opportunities 10-19

Division IV: Contracting 10-20
Section 10.1.21 Contract Standardization 10-20

Section 10.1.22 General Counsel's Review and Approval Obligation....10-20
Section 10.1.23 Contract Terms and Conditions....10-21
Section 10.1.24 Amendments, Renewals, and Extensions....10-23
Section 10.1.25 Termination of Contract....10-24

ARTICLE 2: PROTEST RESOLUTION POLICY....10-26

Division I: General Provisions....10-26
Section 10.2.1 Title....10-26
Section 10.2.2 Authority....10-26
Section 10.2.3 Statement of Policy....10-26
Section 10.2.4 Definitions....10-27

Division II: Filing a Protest....10-28
Section 10.2.5 Generally....10-28
Section 10.2.6 Standing and Exclusions....10-29
Section 10.2.7 Protest Requirements....10-29

Division III: Protest Review Process....10-32
Section 10.2.8 Resolution by Procurement Director....10-32
Section 10.2.9 Resolution by Administrative Hearing....10-33
Section 10.2.10 Resolution by Judicial Appeal....10-35
Section 10.2.11 Publication for Procurement Solicitations....10-36

ARTICLE 3: LOBBYING BLACKOUT AND DEBRIEFING POLICY....10-37

Division I: General Provisions....10-37
Section 10.3.1 Title....10-37
Section 10.3.2 Authority....10-37
Section 10.3.3 Statement of Policy....10-37
Section 10.3.4 Definitions....10-37
Section 10.3.5 Publication for Procurement Solicitations....10-38

Division II: Lobbying Blackout....10-38
Section 10.3.6 Prohibition of Lobbying....10-38
Section 10.3.7 Exceptions to Policy....10-39

Division III: Debriefing....10-40
Section 10.3.8 Generally....10-40
Section 10.3.9 Timing of Debriefing....10-40
Section 10.3.10 Early Debriefing....10-40

ARTICLE 4: BUSINESS OPPORTUNITIES POLICY....10-41

Division I: General Provisions....10-41
Section 10.4.1 Title....10-41
Section 10.4.2 Authority....10-41
Section 10.4.3 Statement of Policy....10-41

Division II: Small Business Enterprise ("SBE") Program 10-41
Section 10.4.4 Purpose and Scope 10-41
Section 10.4.5 Eligibility Requirements 10-42
Section 10.4.6 Graduation 10-42
Section 10.4.7 Vendor Registration Requirement 10-43
Section 10.4.8 SBE Direct Contracting 10-43
Section 10.4.9 Participation in Procurement 10-43
Section 10.4.10 Prompt Payment Requirements 10-44
Section 10.4.11 Good Faith Efforts 10-44
Section 10.4.12 Oversight and Enforcement 10-44
Section 10.4.13 Review and Updates 10-45
Division III: Emerging Business Initiative ("EBI") 10-45
Section 10.4.14 Purpose and Scope 10-45
Section 10.4.15 Eligibility Requirements 10-45
Section 10.4.16 Graduation 10-46
Section 10.4.17 Vendor Registration Requirement 10-46
Section 10.4.18 Participation in Procurement 10-46
Section 10.4.19 Prompt Payment Requirements 10-46
Section 10.4.20 Oversight and Enforcement 10-47
Section 10.4.21 Review and Updates 10-47

CHAPTER 10: PROCUREMENT

ARTICLE 1: PROCUREMENT POLICY

Adopted By: Res. 2024-440
Last Revision: Res. 2026-___
Version Date: 08/13/2026

Division I: General Provisions

Section 10.1.1 Title

The provisions of this Article shall be known and cited as the **"Procurement Policy"**.

Adopted: 2024-440.

Section 10.1.2 Authority

10.1.2.1 The Central Florida Expressway Authority (**"CFX"**) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

10.1.2.2 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX does not meet the definition of "agency" under Section 287.012, Florida Statutes. Therefore, except for specific provisions of Chapter 287, Florida Statutes, which expressly apply to authorities, local governmental entities, or special districts, CFX is not generally subject to the provisions of such Chapter.

Adopted: 2024-440. Revised: 2025-454.

Section 10.1.3 Statement of Policy

10.1.3.1 The Governing Board (**"Board"**) of CFX hereby establishes a centralized procurement system for CFX by adoption of this Article, the purpose of which is to:

(A) Establish the guiding principles and policies governing procurement by CFX;

(B) Promote public confidence in the integrity and transparency of the procedures followed by CFX when procuring goods and services required;

(C) Ensure fair and equitable treatment of all persons who participate in CFX's procurement process;

(D) Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of CFX funds; and

(E) Foster efficiency and reduce administrative burden in the day-to-day business functions of CFX.

10.1.3.2 This Article applies to procurements by CFX solicited and/or entered into after this Article's ~~approval~~most recent version date as approved by the Board. This Article supersedes all previously adopted procurement policies.

10.1.3.3 Unless otherwise stated in this Article, all purchases of goods and/or services shall be made through or by the Procurement Department.

10.1.3.4 Nothing in this Article shall prevent CFX from complying with the terms and conditions of any grant, gift, bequest, or loan, or any cooperative agreement with any local, state, or federal agency provided such terms and conditions are compliant with applicable law. To the extent the requirements of this Article or the Procurement Procedures Manual are inconsistent with any such alternative terms and conditions, such alternative terms and conditions shall take precedence so long as they are consistent with applicable law.

10.1.3.5 All changes to this Article require approval of the Board. No process or procedure implementing this Article may conflict with the provisions of this policy in any manner.

10.1.3.6 Nothing in this policy may be interpreted as restricting or placing any conditions or limitations on the Board's authority to approve, award, or enter into any procurement contract should the Board make a finding that such action would be in CFX's best interest.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.4 Definitions

10.1.4.1 Wherever used in this Article or in the Procurement Procedures Manual, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

(A) **"Best Value"** shall mean a procurement technique that considers factors such as quality, service, performance, functionality, market analysis, comparison to internal and external estimates, market opportunities (such as liquidation, closeout, discontinued surplus, or promotional sales), total cost of ownership, or other considerations to achieve the most advantageous overall outcome for CFX. Where Best Value is used, price may be an important consideration; however, the lowest-priced proposal may not necessarily be awarded the contract.

~~(A)~~(B) **"CFX Area of Service"** shall mean the area served by CFX in accordance with Section 348.754, Florida Statutes; more specifically, the geographical boundaries of Orange, Seminole, Lake, Brevard, and Osceola counties.

~~(B)~~(C) **"Contract"** shall mean the legal instrument, regardless as to what it is called, by which CFX procures goods and/or services.

~~(C)~~(D) **"Contractor"** shall mean any person or entity who contracts, intends to contract, or is in the market to contract to sell or lease goods and/or services to CFX. The terms **"Contractor"**, **"Consultant"**, and **"Vendor"** may be used interchangeably throughout this Article.

~~(D)~~(E) **"Construction Services"** shall have the same meaning as that provided in Section 218.72, Florida Statutes. More specifically, **"Construction Services"** shall mean all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

~~(E)~~(F) **"Cooperative Purchasing"** shall mean procurement conducted by or on behalf of CFX and/or more than one public procurement unit or agency. This is distinguished from **"Piggybacking"** as defined below.

~~(F)~~(G) **"Good"** shall mean any tangible personal property, including without limitation any material, equipment, commodity, item, or product. The term **"good"** shall be read to

specifically exclude any services – other than those directly related to the requisition, transport, delivery, and other of any such goods and any tangential labor associated therewith, real property, or any interest in real property. For the purposes of this Article, software shall be considered a good, while software licenses or subscriptions shall be considered a service.

(H) **"Multi-Year Contract"** means a contract with an initial term exceeding one year. The terms **"Multi-Year Contract"**, and **"Term Contract"** may be used interchangeably throughout this Article.

~~(G)~~(I) **"Piggybacking"** shall mean the purchase of goods and/or services, other than Professional Services, from the purchasing agreements of special districts, municipalities, or counties, as authorized in Section 189.053, Florida Statutes. This is distinguished from "Cooperative Purchasing", as defined above.

~~(H)~~(J) **"Procurement"** shall mean the buying, purchasing, renting, leasing, or other acquisition of goods and/or services for public purposes in accordance with all applicable law, rules, regulations, and procedures intended to provide for the economic expenditure of public funds, regardless of the source of funds used. It includes without limitation all ~~functions~~transactions which pertain to obtaining any goods and/or services, including those without monetary exchange. **"Procurement"** shall not include:

(1) Any real estate transaction, including the sale, lease, exchange, and/or acquisition of real property or any interest therein;

(2) Goods and/or services given or accepted by CFX via grant, gift, or bequest;

(3) Employment agreements or collective bargaining agreements; or

(4) Any agreements between CFX and any other entity that does not involve the purchase of goods and/or services by CFX.

~~(I)~~(K) **"Professional Services"** shall have the same meaning as that found in Section 287.055, Florida Statutes. More specifically, **"Professional Services"** shall mean those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

~~(J)~~(L) **"Services"** shall mean the furnishing primarily of labor, time, and/or effort by Contractors, wherein the submission of goods or specific end products – other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance – is incidental or secondary. This term shall include without limitation Construction Services, Professional Services, and Specialized Services.

~~(K)~~(M) **"Specialized Services"** shall mean services the value of which are substantially measured by professional competence of the person or entity performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. **"Specialized Services"** shall include without limitation services customarily rendered by attorneys, certified public accountants, insurance and/or financial personnel, public relations firms, legislative advisors, and/or systems planning and management

advisors. For purposes of this Article, **"Specialized Services"** shall not include services that meet the definition of "Professional Services" above.

(N) **"Standardization"** shall mean the process of establishing and maintaining certain uniform goods, services, and specifications across CFX operations to ensure system compatibility, operational consistency, reliability, and the effective delivery of services to the traveling public.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.5 Responsibility and Function

10.1.5.1 **Procurement Director**

(A) Subject to the provisions of this Article, the Director of the Procurement Department (**"Procurement Director"**) shall serve as the chief procurement official and principal officer for the procurement of all goods and/or services by CFX.

(B) The Procurement Director shall:

(1) Administer the central procurement, purchasing, and contracting system for CFX;

(2) In a manner consistent with this Article, develop, maintain, review, and, when prudent or necessary, revise, CFX's Procurement Procedures Manual which shall be annually reviewed and approved by the Executive Director;

(3) Ensure that the requirements set forth in this Article and the Procurement Procedures Manual are complied with for all procurements made by CFX;

(4) Take all reasonable and practicable action necessary to further the objectives of CFX with regard to the promotion and encouragement of small and local ~~the participation of small, minority, and women-owned~~ businesses in CFX's Procurements;

(5) In accordance with the directives of this Article, determine the method of selection for each procurement; and

(6) Perform other duties as directed by the Board and the Executive Director or designee thereof.

10.1.5.2 **Procurement Procedures Manual.** The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of CFX. The Executive Director is authorized to approve revisions to the Procurement Procedures Manual unless any such revisions would result in a conflict with the letter or intent of this Chapter.

10.1.5.3 **Procurement Department.** The specific responsibilities and functions of the Procurement Department include:

(A) Developing purchasing objectives for procurement in a manner that meets CFX's requirements;

(B) Working with other CFX departments to establish standardization of goods and/or services where practical within a competitive environment;

(C) Promoting and maintaining good will between CFX and its contractors, including encouraging full and open competition and assuming fair and equitable business dealings with all contractors;

(D) Ensuring that all procurements are made in compliance with the applicable statutes, rules, regulations, and policies;

(E) With the assistance of the purchasing user department, handling complaints and warranties regarding purchases and negotiating the return of merchandise;

(F) Training CFX personnel regarding this Article and the Procedures Manual, as needed; and

(G) Managing the operational procedures for the P-Card Program as established in **Section 10.1.15: Purchasing Card Program** below.

Adopted: 2024-440. Revised: 2024-444; 2025-454; 2026-___.

Section 10.1.6 Standard of Conduct

10.1.6.1 Except for purchases made in accordance with **Section 10.1.15: Purchasing Card Program** below, CFX employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any procurement contract on behalf of CFX unless expressly authorized to do so by the Board.

10.1.6.2 Individuals responsible for unauthorized purchases or obligations shall be in violation of this Article and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to CFX for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.

10.1.6.3 No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.

10.1.6.4 The Standard of Conduct as it relates to this Article and the Procurement Procedures Manual is promulgated in CFX's Code of Ethics, as may be amended by the Board from time to time.

10.1.6.5 In addition, all staff employed in the Procurement Department shall adhere to the following ethical principles and values specific to the procurement function:

(A) Maintain impartiality and fairness in all procurement activities and avoid any actions that could create the appearance of impropriety

(B) Prevent conflicts of interest and disclose any potential or actual conflicts in accordance with applicable laws and policies, including but not limited to the requirements of **Chapter 3: CFX Code of Ethics**.

(C) Promote open, fair, and transparent competition

(D) Conduct all procurement activities with integrity, accountability, and ethical stewardship of public funds

(E) Safeguard confidential and proprietary information

(F) Uphold public trust through responsible and ethical procurement practices

10.1.6.6 **Vendor Ethics**

(A) It shall be the policy of CFX that all Contractors, Vendors, Consultants, and other entities doing business with CFX conduct such business in a manner that upholds the integrity, fairness, and transparency of CFX's procurement and contracting processes.

(B) The Board hereby requires that all such entities:

(1) Comply with the applicable provisions of Chapter 112, Florida Statutes, Code of Ethics for Public Officers and Employees, including any restrictions applicable to individuals and entities doing business with public agencies.

(2) Promptly disclose to CFX any actual or potential conflict of interest, organizational conflict of interest, or other circumstance that could reasonably be expected to impair the entity's objectivity, independence, or ability to perform work in CFX's best interests.

(3) Refrain from offering, providing, soliciting, or accepting any gift, gratuity, favor, compensation, employment opportunity, or other thing of value intended to improperly influence any CFX procurement, contracting decision, or official action.

(4) Comply with all applicable communication restrictions, including those set forth in **Chapter 10, Article 3: Lobbying Blackout and Debriefing Policy**, and refrain from unauthorized contact during active procurement processes.

(5) For Consultants, provide the disclosures required under Section 348.753(8), Florida Statutes, as further provided in **Chapter 3: Ethics** of this Code.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Division II: Competition and Methods of Procurement

Section 10.1.7 Competition Requirement

10.1.7.1 It shall be the policy of this Board that, unless otherwise provided in this Article, all procurements shall generally be competitively solicited.

10.1.7.2 The Board hereby recognizes the following:

(A) Fair and open competition is a basic tenet of public procurement;

(B) Such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and

(C) Documentation of the acts taken, and effective monitoring mechanisms, are important means of curbing any improprieties and establishing public confidence in the process by which procurements are made.

10.1.7.3 The Board additionally finds the following:

(A) The expeditious delivery of projects and acquisition of necessary goods and services best serves CFX and its customers;

(B) Specifically in relation to Small Purchases, the benefits of competition, whether by formal or informal method of competitive procurement, do not outweigh the cost or the administrative burden associated therewith; and

(C) Formal methods of competitive procurement (e.g., invitations to bid, or requests for proposals, etc.) add additional inefficiencies, administrative burden, and time to the completion of the procurement process; whereas, informal, quote-based procurements assist in streamlining the procurement process while still soliciting competition. Accordingly, formal methods of competitive procurement should generally be reserved for procurements of higher value and impact.

Adopted: 2024-440. Revised: 2025-454.

Section 10.1.8 Procurement Thresholds

10.1.8.1 To balance the benefits of competitive procurement against the cost and administrative burdens associated therewith, the Board hereby sets the following **"Procurement Thresholds"**:

(A) **"Small Purchase Threshold"** shall mean the maximum aggregate contract award value for which a procurement may be made without soliciting competition in accordance with **Subsection 10.1.10.2** of this Article. ~~The Small Purchase Threshold shall be as shown in **Table 1: Procurement Thresholds** below.~~

(B) **"Informal Procurement Threshold"** shall mean the maximum aggregate contract award value for which a procurement may be made using a simplified, quote-based method of competitive procurement in accordance with **Subsection 10.1.10.3** ~~of this Article~~ below. The applicable Informal Procurement Threshold shall be the **"Single-Year Award Threshold"** for procurements having contract awards with an initial term of one year or less, and the **"Multi-Year Award Threshold"** for procurements having contract awards with an initial term exceeding one year.

~~(B)~~(C) ~~-~~The Small Purchase Threshold and Informal Procurement Threshold shall each be as shown in **Table 1: Procurement Thresholds** below:~~.~~

Table 1: Procurement Thresholds	
Threshold	**Amount**
Small Purchase Threshold	$15,000.00
Informal Procurement Threshold	*Single-Year Award Threshold:* $160,000.00~~$150,000.00~~ *Multi-Year Award Threshold:* $300,000.00

10.1.8.2 Any procurement where the total aggregate contract award exceeds the applicable Informal Procurement Threshold shall be made ~~by using a formal competitive procurement method, as further discussed~~ in accordance with **Subsection 10.1.10.4: Formal Procurements** below.

10.1.8.3 The amounts listed in **Table 1: Procurement Thresholds** ~~for the Small Purchase Threshold and the Informal Procurement Threshold~~ shall be the initial thresholds as approved by the Board in August of ~~2024~~2026. Such amounts shall be subject to automatic adjustment every

July of each even year thereafter, with such adjustment being based upon the Consumer Price Index for All Urban Consumers (CPI-U) in the South ~~rounded up to the next highest multiple of 1000.~~, utilizing the latest index data available in June of the adjustment year. The adjusted Small Purchase Threshold shall be rounded up to the next highest multiple of $1,000, the adjusted Single-Year Award Threshold shall be rounded up to the next highest multiple of $5,000, and the adjusted Multi-Year Award Threshold shall be rounded up to the next highest multiple of $10,000. The Procurement Director shall be responsible for timely updating the Procurement Procedures Manual to reflect the current adjusted Procurement Thresholds accordingly.

10.1.8.4 Procurements shall generally not be divided into more than one purchase order, project, or contract solely for the purpose of circumventing either of the Procurement Thresholds; however, procurements may be divided for other legitimate purposes, including without limitation providing small businesses a greater opportunity to participate in CFX's procurements.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.9 Approval/Execution Thresholds

10.1.9.1 To optimize efficiency in the day-to-day business transactions of CFX, the Board hereby delegates the approval and execution authorities as found in **Table 2: Approval/Execution Thresholds** below.

Table 2: Approval/Execution Thresholds

Total Aggregate Contract Award Value	Approval Authority	Procurement Contract Execution Authority
≤ $80~~75~~,000.00	Procurement Director	Procurement Director
> $80~~75~~,000.00 ≤ Applicable Informal Procurement Threshold	Procurement Director and Executive Director	Procurement Director with ~~co-signature~~ consent of Executive Director
> Applicable Informal Procurement Threshold	Board	Procurement Director or Executive Director

10.1.9.2 In addition to the monetary-based approval/execution thresholds above, the Procurement Director is hereby delegated the authority to:

(A) Negotiate procurements on behalf of CFX within the confines of this Chapter and applicable law; and

(B) For proposal-based procurement solicitations:

(1) Approve the results of any ranking and/or shortlisting by a Selection Committee, as defined in **Subsection 10.3.4.2(C)** of **Article 3: Lobbying Blackout and Debriefing Policy ~~Period~~** of this Chapter; and

(2) Engage in and ~~c~~complete competitive negotiation with each ranked Contractor: (a~~1~~) in accordance with Section 287.055(5), Florida Statutes, for Professional Services, when applicable; and~~/or~~ (b~~2~~) as otherwise provided in the Procurement Procedures Manual.

10.1.9.3 The monetary amounts shown in **Table 2: Approval/Execution Thresholds** above shall be adjusted every two years using the same methodology provided in **Subsection 10.1.8.3** above, rounded up to the next highest multiple of $5,000.00.

10.1.9.4 The Procurement Director is hereby authorized to delegate the ~~approval and execution~~ authority granted to them in this ~~Section~~Chapter, as herein limited, to their designee upon receiving the approval of the Executive Director or their designee ~~thereof~~ to make such delegation.

10.1.9.5 The Executive Director is hereby authorized to delegate the ~~approval and execution~~ authority granted to them in this ~~Section~~Chapter, as herein limited, to their designee as they ~~d~~seem reasonably necessary and appropriate.

Adopted: 2024-440. Revised: 2024-444; 2025-454; 2026-___.

Section 10.1.10 Methods of Procurement

10.1.10.1 Unless otherwise exempted or otherwise permitted under this Article, procurements shall be made using the methods described below. The specifics of each procurement method shall be included in the Procurement Procedures Manual.

10.1.10.2 **Small Purchases**

(A) **"Small Purchase(s)"** shall mean procurements where the aggregate contract award value does not exceed the Small Purchase Threshold~~, with such threshold being~~ as established in **Section 10.1.8: Procurement Thresholds** above.

(B) Small Purchases may be made without soliciting competition so long as the purchasing user department or individual considers the price to be reasonable based on research, experience, and/or purchase history.

(C) The user department or individual may secure the necessary pricing for Small Purchases on their own or request the assistance of the Procurement Department.

10.1.10.3 **Informal Procurements**

(A) **"Informal Procurement(s)"** shall mean procurements where the aggregate contract award value exceeds the Small Purchase Threshold but does not exceed the applicable Informal Procurement Threshold~~, each such threshold~~ as established in ~~**Section 7.5:**~~**Section 10.1.8: Procurement Thresholds** above.

(B) Competition in the selection of all Informal Procurements is preferred and strongly encouraged; however, the Executive Director and Procurement Director are hereby authorized to waive competition for Informal Procurements: (1) should such individuals jointly decide that doing so would best facilitate the day-to-day business of CFX; and (2) if applicable law does not otherwise require competition.

(C) Unless exempted, waived, or expressly permitted under this Article, Informal Procurements shall be made using a simplified, quote-based method of competitive procurement.

(D) At least three written quotes must be ~~received~~solicited before an Informal Procurement may be made. If, for some reason, three quotes cannot be obtained, the good faith

attempts to receive three quotes must be documented prior to an Informal Procurement being made.

~~(E) If the aggregate contract award value of the Small Purchase does not exceed $75,000.00, the purchasing user department may secure the necessary written quotes on its own or request the assistance of the Procurement Department.~~

~~(F) If the aggregate contract award value of the Small Purchase exceeds $75,000.00, then the written quotes must be secured directly by the Procurement Department.~~

~~(G) Any quotes received that would result in an aggregate contract award value exceeding the Informal Procurement Threshold shall be discarded.~~

~~(H) The monetary amounts provided in Paragraphs (D) and (E) above shall be adjusted every two years using the same methodology provided in **Subsection 10.8.3** above.~~

10.1.10.4 **Formal Procurements**

(A) **"Formal Procurement(s)"** shall mean procurements where the aggregate contract award value exceeds the applicable Informal Procurement Threshold~~, with such threshold being~~ as established in **Section 10.1.8: Procurement Thresholds** above.

(B) Unless otherwise exempted or permitted under this Article, Formal Procurements shall be competitively awarded based on the submission of sealed competitive bids in response to invitations to bid, sealed competitive proposals submitted in response to a request for proposal, sealed competitive proposals submitted in response to a request for qualifications, or sealed competitive proposals submitted for competitive negotiation.

10.1.10.5 **Statutory Limitations.** When selecting the method by which to make a ~~Formal P~~procurement, the Procurement Director shall be mindful of the ~~following~~ limitations of ~~Florida~~ applicable law, including without limitation:

(A) **Professional Services Consultants.** Professional Services shall be acquired in compliance with the Consultants' Competitive Negotiation Act (**"CCNA"**), Section 287.055, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.

(B) **Construction Managers.** Construction Managers and~~/or~~ Program Management Entities shall be acquired in compliance with Section 255.103, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.

(C) **Fiscal Agents.** Fiscal Agents are required to be obtained by sealed proposals from at least three persons, firms, or corporations for the performance of any services as fiscal agents under Section 348.753(5), Florida Statutes.

(D) **External Auditor Selection.** Auditors acquired to conduct the annual financial audit required by Section 218.39, Florida Statutes, shall be acquired in accordance with auditor selection procedures consistent with the requirements of Section 218.391, Florida Statutes.

(E) **Investment or Management of Public Funds.** Procurements relating to the investment or management of public funds shall comply with the standards established in Section 215.47, Florida Statutes.

10.1.10.6 Unless otherwise specified as an exception in this Chapter, regardless of the method of procurement used, Board approval is required for the award of any contract award with a total aggregate value that exceeds the applicable Informal Procurement Threshold.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.11 Alternative Methods of Procurement

10.1.11.1 The Board hereby approves the use of alternative methods of procurement to those provided in **Section 10.1.10: Methods of Procurement** above, including without limitation the use of Cooperative Purchasing and Piggybacking so long as such alternative methods of procurement are:

(A) Competitive (unless otherwise exempt from competition under this Article) or, in the case of Cooperative Purchasing and Piggybacking, are based on contracts or agreements that were competitively procured; and

~~(B)~~ Compliant with applicable law, as well as the letter and intent of this Article ~~as determined by the General Counsel or the designee thereof; and~~

~~(C)~~(B) ~~Determined to be in the best interest of CFX by the Procurement Director in consultation with the Executive Director.~~.

10.1.11.2 ~~The~~Except as provided in this section, Approval/Execution Thresholds, as provided in **Section 10.1.9: Approval/Execution Thresholds** above, shall remain applicable regardless as to the Alternative Procurement Method used.

10.1.11.3 In consultation with the General Counsel or their designee, ~~T~~the ~~Procurement Procedures Manual~~Procurement Director shall develop, approve, and incorporate into the Procurement Procedures Manual ~~be revised to provide~~ specific procedures ~~that should~~to be followed when using any such Alternative Method of Procurement prior to such Alternative Method of Procurement being used.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.12 Waivers of Competition Requirements

10.1.12.1 **Competition Waiver Requirements**

(A) The Procurement Director may issue waivers from the competition requirements of this Article to the extent authorized in this Section, or as otherwise expressly provided in this policy.

(B) Even should a specific classification or type of procurement be deemed exempt from the competition requirements of this Article, the Procurement Director may determine that such procurement should instead be obtained by competitive means if they believe so-doing to be practical, reasonable, and in the best interest of CFX.

(C) Waivers of competition under this Article shall not constitute waivers of any applicable provision of law that otherwise requires competition. As such:

(1) Waivers from competition for Construction Services may only be issued for awards where competition for such Construction Services would not otherwise be required under Section 255.20, Florida Statutes.

(2) Waivers from competition for Professional Services may only be issued for awards where compliance with the competitive selection and competitive negotiation provisions of Section 287.055, Florida Statutes, would not otherwise be required.

(3) No waiver of competition may be granted regarding the procurement of fiscal agents that would otherwise conflict with the requirements of Section 348.753(5), Florida Statutes.

(D) Unless otherwise expressly provided, a waiver of this Article's competition requirements shall not be considered a waiver of any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.1.8: Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.1.9: Approval/Execution Thresholds** above.

(E) Provided that it is permitted under applicable law, nothing in this Article shall prevent the Board from waiving its own competition requirements based upon a finding consistent with **Subsection ~~10.3.6~~10.1.3.6** above.

10.1.12.2 **Emergency Purchase Waivers**

(A) **"Emergency"** shall mean:

(1) A reasonably unforeseen breakdown in machinery, or damage, destruction, or obstruction of machinery, roadway, or any property owned or operated by CFX;

(2) A threatened termination of an essential service;

(3) The development of a dangerous condition;

(4) The development of a circumstance causing the stoppage or slowdown of an essential service;

(5) A threat to the public health, welfare, or safety; and/or

(6) The opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

(7) Regarding Construction Services, the definition of **"Emergency"** shall be limited to circumstances that meet the criteria set forth in Section 255.20(1)(c)1., Florida Statutes, more specifically, if the construction project to be procured is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events such as an act of God, riot, fire, flood, accident, or other urgent circumstances, and such damage or destruction creates:

(a) An immediate danger to the public health or safety;

(b) Other loss to public or private property which requires emergency government action; or

(c) An interruption of an essential governmental service.

(B) **"Emergency Purchase"** shall mean a procurement with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency. An Emergency Purchase may also include the temporary extension of an expired contract when necessary to maintain business continuity until a replacement

contract can be competitively procured or otherwise awarded in compliance with this policy.

(C) Waivers of competition may be issued for Emergency Purchases with limited or no competitive process, and without the requisite Board approval, when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

(1) Under such Emergency circumstances:

(a) The Procurement Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases under the Informal Procurement Threshold; and

(b) The Executive Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases at any amount.

(2) All Emergency Purchases at or above the Formal Procurement Threshold shall be submitted to the Board for ~~confirmation~~ratification and approval at the next scheduled Board meeting practicable.

10.1.12.3 **Sole Source Procurement Waivers**

(A) **"Sole Source Procurements"** shall mean a Procurement where the required goods or services are available from only one source, or where a single source is determined to be necessary to meet CFX's operational, technical, or functional requirements. ~~the only good or service that will produce the desired results, or that is the most appropriate for the given situation, is available from only one source of supply.~~

(B) Sole Source Procurements of services must be ~~available only from Vendors who are~~ limited to situations where a Vendor is uniquely qualified to perform such services or where the services are integral to existing operations, systems, or ongoing service needs, such that no reasonable alternative source exists. Such lack of an alternative source must be determined only after a reasonably thorough analysis of the marketplace.

(C) Compatibility with existing software or equipment shall be an acceptable justification for a waiver of competition requirements provided the ~~item~~procurement meets the other criteria within the definition of a Sole Source Procurement ~~(i.e., available from only one source and only item that will produce desired results).~~provided in **Subsection 10.1.12.3(A)**.

(D) Maintenance agreements, including agreements regarding the maintenance of computers and related equipment, software, copiers, faxes, and other related office equipment, servers, network switches, and firewalls, are permitted Sole Source Procurements when there is a reasonable basis to conclude that such agreements are in CFX's best interest or when maintenance from other contractors will void an equipment warranty.

(E) Business continuity requirements may constitute a valid basis for a Sole Source Procurement where there is a reasonable basis to conclude that a change in vendor would result in a material disruption to CFX's operations, loss of critical functionality, or degradation of service levels, and where such disruption cannot be reasonably mitigated through transition or competition.

(F) Standardization may constitute a valid basis for a Sole Source Procurement where CFX has established or determined the need for uniformity in goods, services, or systems to support enterprise-wide operations, maintenance, training, public safety, and the level of service provided to the traveling public, and where deviation from such standards would result in inefficiencies, increased lifecycle costs, reduced reliability, or a diminished level of service.

10.1.12.4 **Lack of Adequate Competition.** The Procurement Director may waive the competition requirements of this policy in circumstances where there is an established lack of adequate competition available in the marketplace, as determined after at least one unsuccessful solicitation.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.13 Exemptions from Competition

10.1.13.1 Due to the specific nature of each of the procurement types and classifications provided for in this Section, they are hereby exempt from this Article's competition requirements. No documented waiver of this policy's competition requirements shall be required for any procurement deemed exempt hereunder.

10.1.13.2 Unless otherwise expressly provided, exemption from this Article's competition requirements shall not be considered exemption from any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.1.8**: **Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.1.9: Approval/Execution Thresholds** above.

10.1.13.3 **Exempted Procurement Types and Classifications**

(A) Small Purchases, as discussed in ~~**Section**~~**Subsection** **10.1.10.2**: **Small Purchases** above;

(B) The purchase of regulated services, such as telephone, electricity, natural gas, water, or similar services where rates or prices are fixed by legislation or by federal, state, county, or municipal regulations. The purchase of internet services is additionally exempt under this provision;

(C) P-Card and petty cash purchases made in accordance with established CFX procedures;

(D) Dues and memberships in trade or professional organizations;

(E) Subscriptions for periodicals or professional research platforms or databases;

(F) The direct purchase of advertisement and advertising services; however, not to include the procurement of the services of an advertising agency which must be competed;

(G) Postage costs;

(H) Legal services, advocacy services, paralegal services, appraisal services, mediators, hearing officers, expert witnesses, and court reporters;

(I) Abstracts of titles for real property and title insurance for real property;

(J) Copyrighted materials and/or patented materials;

(K) Artistic services, including the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording;

(L) Job-related travel; seminars; tuition; registration fees; and training;

(M) Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance;

(N) Direct contracts for goods and/or services between CFX and any other state, county, special district, municipal government, state college or university, and/or any other governmental agency or political subdivision;

(O) Food related to an authorized function; ~~and~~

(P) Employment agreements; and

~~(P)~~(Q) Regulatory environmental and wildlife mitigation credits and protected species relocation services.

10.1.13.4 **Budgetary Approvals.** The following categories of procurements shall be deemed authorized through the Board-approved budget, shall not require separate Board approval, and may be approved, regardless of the dollar amount, by the Procurement Director, provided that:

(A) Procurements exceeding the Informal Procurement Threshold shall require the consent of the Executive Director; and

(B) Such expenditures are consistent with the Board-approved budget for the applicable fiscal year:

(1) Utility and communication services, including but not limited to electricity, water, sewer, stormwater, local solid waste/sanitation assessments, natural gas, telecommunications, internet services, and contracts directly related to the establishment, continuation, maintenance, or modification of such services; and

(2) Advertising placements, including the purchase of advertising space, airtime, sponsorship placements, digital advertising, and other media placements.

10.1.13.5 **State of Florida Contracts**

(A) The Board recognizes the State of Florida's policy of establishing competitively procured purchasing agreements and State Term Contracts for the benefit of its agencies and eligible entities to promote administrative efficiency, competition, and value.

(B) Accordingly, Board approval shall not be required for procurements made pursuant to Section 287.056, Florida Statutes, through State of Florida contracts or "Alternate Contract Sources" established by a participating addendum executed by the State, provided each procurement does not exceed $1,000,000.00 and is evaluated in accordance with the Procurement Procedures Manual, including a review of the applicable terms, conditions, and pricing, to determine that the procurement is in the best interest of CFX.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.14 Emergency Suspension of Procurement Policy

10.1.14.1 The Executive Director is authorized to, during a State of Emergency applicable to any part of the CFX Area of Service as declared by the federal government, state government, and/or any local government, temporarily suspend the applicability of this Article until the earliest of the following dates:

(A) The date on which the applicable State of Emergency expires, unless renewed by the declaring government; or

(B) The date of the next Board meeting when such temporary suspension may be approved or rescinded by the Board.

10.1.14.2 In the event of such suspension, waivers of competition shall not be necessary for purchases; however, the Procurement Department shall make a reasonable attempt to maintain control of costs through negotiation and competition whenever practicable.

10.1.14.3 Any procurement made during the time this Article was suspended must:

(A) Comply with applicable law; and

(B) Be documented and presented to the Board as an information item at the next Board meeting practicable.

Adopted: 2024-440. Revised: 2025-454.

Division III: Procurement Programs

Section 10.1.15 Purchasing Card Program

10.1.15.1 A Purchasing Card Program (**"P-Card Program"**) is hereby established to provide authorized CFX employees with the ability to make minor purchases on behalf of CFX using a CFX charge card, so long as such purchases do not exceed the limit set by the Procurement Procedures Manual as approved by the Executive Director.

10.1.15.2 All goods and/or services purchased under this P-Card Program shall be in accordance with the requirements of the Procurement Procedures Manual.

10.1.15.3 The Procurement Department shall be responsible for managing the P-Card Program and ensuring compliance with the Procurement Procedures Manual.

Adopted: 2024-440.

Section 10.1.16 Owner Direct Purchase Program

10.1.16.1 When a government entity buys materials for use in a public works construction project, such purchases may be exempt from sales tax should such entity follow certain procedures. Direct purchase of materials by a government entity for use in a public works construction project is commonly referred to as an **"Owner-Direct Purchase Program"** (**"ODP Program"**).

10.1.16.2 There is hereby established an ODP for CFX. It shall be the policy of CFX to, ~~whenever~~when reasonable, practical, and appropriate, include language in the project specifications for its public works construction projects that gives CFX the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX.

10.1.16.3 All purchases made under the ODP program must comply with applicable Florida law and the procedures outlined in the Procurement Procedures Manual.

~~10.1.16.4 CFX's Director of Construction and the Procurement Director shall be responsible for determining the practicality and appropriateness of the direct purchase option on a per project basis, based on procedures detailed in the Procurement Procedures Manual.~~

~~10.1.16.5 If the ODP option is not exercised for a project having a construction cost meeting or exceeding $15,000,000.00, a memo signed by the Chief of Infrastructure and the Procurement Director, or the designees of such individuals, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.~~

~~10.1.16.6~~10.1.16.4 Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Procurement Director is authorized to approve an ODP regardless of the amount.

Adopted: 2024-440. Revised: 2024-444; 2026-___.

Section 10.1.17 Emerging and Developing Technology Pilot Program

10.1.17.1 It is the Board's policy that CFX continues to be on the cutting edge of emerging and developing technologies that may assist CFX in meeting its growing maintenance and operational needs. As such, an Emerging and Developing Technology Pilot Program (**"EDT Pilot Program"**) is hereby established so that CFX may engage in pilots of emerging and/or developing technology and/or software solutions without requiring competition.

10.1.17.2 Under this EDT Pilot Program, emerging and/or developing technology or software solutions shall be exempt from the competition requirements of this Article so long as:

(A) The purpose of the subject pilot is to test and/or refine a technology or software solution that is still in development or is not generally available on the commercial market for purchase; and

(B) The Chief of Technology/Operations deems CFX's participation in such a pilot program to be of interest to CFX.

10.1.17.3 In all pilot program Contracts, CFX shall incorporate provisions:

(A) Clarifying that CFX's participation in any such pilot shall not be considered an endorsement of the technology and/or software solution by CFX and prohibiting the use of CFX's name or status as a participant in the pilot in any of the Contractor's sales, promotion, and/or marketing efforts;

(B) Prohibiting public-facing branding by Contractor or other private entity of the technology and/or software being piloted; and

(C) Granting CFX the option to procure or license the use of the applicable emerging and/or developing technology should, after completion of the relevant pilot period, the Chief of Technology/Operations determines:

(1) That the pilot program was successful; and

(2) In consultation with the Executive Director, that exercising such option would be in the best interest of CFX.

Adopted: 2024-440. Revised: 2025-454.

Section 10.1.18 Rapid Response Program

10.1.18.1 It is the Board's policy that expedited procurement for minor public construction, repair, and maintenance projects is often needed to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX. As such, the Board hereby establishes a Rapid Response Program (the **"RR Program"**). The goal of the RR Program is that such expedited procurements will progress from identification of the project to commencement of construction ~~is less than 60~~within an estimated 90 days.

10.1.18.2 **"Rapid Response Contract(s)**" shall be task-order~~-~~based contracts utilized for minor public construction and maintenance projects that require expedited procurement and construction to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX.

10.1.18.3 Rapid Response Contracts shall be ~~procured by public invitation to bid~~solicited for specific types of work ~~based upon unit prices~~. Pools of rapid response contractors shall be populated with contractors that meet the specified qualifications and are able to provide expedited work. ~~A minimum number of a~~At least three contractors shall be preferred for each type of work, with each such contractor being awarded a separate Rapid Response Contract.

10.1.18.4 Task orders issued under Rapid Response Contracts shall be limited to construction of minor improvements and/or performance of repair or maintenance to a public building, structure, or other public construction works ~~that do~~estimated not to exceed the threshold amounts set for construction and electrical work provided in Section 255.20(1), Florida Statutes, as adjusted in accordance with Section 255.20(2), Florida Statutes. No project or requirement shall be artificially divided into multiple task orders for the purpose of avoiding the limitations of this Section, the competitive bidding requirements of Section 255.20, Florida Statutes, or any applicable Approval/Execution Thresholds.

10.1.18.5 Rapid Response Contracts shall require that task orders issued thereunder ~~shall~~ be competed among the task-applicable pool of rapid response contractors. ~~Compensation owed to rapid response contractors under each Rapid Response Contract shall not exceed an aggregate contract award value, inclusive of all tasks issued thereunder, of $2,000,000.00 per rapid response contractor per year.~~

10.1.18.6 The Procurement Director is hereby authorized to approve and execute all task orders issued under any Rapid Response Contract, so long as the aggregate annual amount of all such task orders so-approved and executed does not exceed the limit set forth in **Subsection 10.1.18.4** above ~~**10.18.6** above~~.

Adopted: 2024-440. Revised: 2026-___.

Section 10.1.19 ~~Environmental~~Responsible Procurement ~~Program~~Practices

10.1.19.1 It shall be the policy of the Board to ~~support~~promote the ~~purchase~~prudent expenditure of ~~recycled and environmentally preferred products, when practical, in an effort to minimize environmental impacts of the goods and services procured by CFX~~public funds through objective, performance-based, responsible procurement practices. In the context of this Section, "practical" is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

10.1.19.2 In accordance with Sections 287.05701, Florida Statutes, nothing in this Section shall be construed to authorize the consideration of social, political, or ideological interests in the award of a contract.

~~10.1.19.2~~10.1.19.3 To implement this provision, the Procurement Department shall develop ~~a procedure~~procedures that:

~~(A) Encourages the use of recycled/recyclable materials through procurement practices with vendors, contractors, businesses, and other governmental agencies.~~

~~(B)~~(A) ~~Adopts~~Encourage the use of recycled supplies/materials ~~as a priority~~when practical, consistent with Section 403.7065, Florida Statutes.

(B) ~~Generates less~~Consider lifecycle costs, durability, maintenance requirements, operating efficiency, warranty, compatibility, and other objective factors that contribute to the best value for CFX.

(C) Reduce waste ~~material~~ by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed of, when doing so supports operational efficiency, regulatory compliance, or reduced total cost of ownership.

~~(D) Gives preference, where items are of a similar cost, to those that are manufactured with a high recycled content or are environmentally preferable.~~

~~(E) Provides for training and raising the awareness of CFX employees to ensure they consider environmental issues in procurement decisions.~~

10.1.19.4 Nothing in this provision or in the Procurement Procedures Manual shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

10.1.19.5 CFX shall comply with all applicable State of Florida laws governing vendor eligibility, certifications, affidavits, and restrictions on public contracting, as such laws may be enacted, amended, or repealed from time to time. The Procurement Director, in consultation with the General Counsel, shall develop and periodically update the procedures, forms, certifications, affidavits, representations, and contract provisions necessary to implement such requirements.

Adopted: 2024-440. Revised: 2026-___.

Section 10.1.20 Business Opportunities

10.1.20.1 The Board has adopted a Business Opportunities Policy administered by the Business Opportunities Department in collaboration with the Procurement Department.

10.1.20.2 Refer to **Article 4: Business Opportunities Policy** for more information regarding CFX's procurement programs and initiatives for small and local businesses.

Adopted: 2024-440. Revised: 2024-444; 2025-454; 2025-456.

Division IV: Contracting

Section 10.1.21 Contract Standardization

10.1.21.1 Standard CFX boilerplates for contracts, amendments, supplemental agreements, renewals, and similar documents shall be developed and used whenever possible. The Procurement Director shall work with General Counsel to develop such standardized boilerplates.

10.1.21.2 General Counsel may decide, using their sole professional discretion, to update and revise such standardized boilerplates from time to time. The Procurement Director shall additionally be responsible for making suggested revisions to the standardized boilerplates for approval by General Counsel should the Procurement Director believe such revision would best serve CFX and its procurement objectives.

Adopted: 2024-440.

Section 10.1.22 General Counsel's Review and Approval Obligation

10.1.22.1 **Small Purchase and Informal Procurement Review**

(A) Review by General Counsel, or their designee, shall not generally be required for any Small Purchase or Informal Procurement contracts or purchase orders~~.~~, except as provided in **Subsections 10.1.22.1(C)** and **10.1.22.1(D)** below.

(B) The foregoing notwithstanding, should the Executive Director, Department Chief, Procurement Director ~~or~~, Risk Management Director, ~~using their sole professional discretion, believe~~or other applicable Department Director believe that legal review of a particular Small Purchase or Informal Procurement contract or purchase order is merited ~~due to the nature of such procurement~~, General Counsel, or their designee, shall provide such review upon request.

(C) No contract or purchase order requiring CFX to indemnify another party or waive, limit, or otherwise impair its sovereign immunity protections shall be approved without review by the General Counsel or their designee.

(D) The General Counsel may establish and periodically revise additional contractual provisions requiring review by the General Counsel or their designee prior to execution. Any such categories shall be communicated in writing to the Procurement Director.

10.1.22.2 ~~Informal and~~ **Formal Procurement Review**

(A) Once a particular boilerplate has been standardized with the review of General Counsel or their designee, ~~Informal and~~ Formal Procurements may be made using such standardized boilerplates without further legal review so long as:

(1) No change or amendment has been made to the standardized boilerplate's language as most recently approved by General Counsel or their designee; and

(2) The applicable vendor has not added any additional terms and/or conditions.

(B) General Counsel, or their designee, is required to review ~~Informal and~~ Formal Procurements where the applicable standardized boilerplate's language has been altered in any manner from the language most recently approved thereby.

(C) It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain vendors, and financial institutions may preclude the use of standard CFX boilerplate documents. In such instances, review of such non-standard documents ~~by the General Counsel, or their designee,~~ for ~~Informal and~~ Formal Procurements must be completed ~~prior to the following applicable date:~~by the General Counsel or their designee.

~~(1) For Informal Procurements, prior to execution of the contract as authorized in **Section 10.9: Approval/Execution Thresholds** above.~~

~~(2) For Formal Procurements, prior to approval by the Board.~~

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.23 Contract Terms and Conditions

10.1.23.1 Contract Terms

(A) The Procurement Director is hereby granted the authority to, within the limitations set forth in this Subsection, determine the initial and renewal terms of a procurement contract based on the nature of the procurement.

(B) Unless otherwise provided in this Section, ~~no~~ procurement contracts shall, where practicable, be structured with a defined multi-year term, ~~may have~~provided such contracts include a termination for convenience provision of no more than 30 calendar days. Contracts with an initial term ~~that exceeds five~~of up to three years~~, nor shall any one renewal period exceed the length of the initial term. A procurement contract may contain multiple renewal periods~~ are generally preferred; however, ~~the~~longer or shorter initial terms may be utilized where warranted by the nature of the goods or services, operational considerations, or to achieve greater efficiency or value to CFX. The sum of the initial term and all renewals and extensions thereto ~~periods~~ may not cumulatively exceed ~~ten~~ 10 years ~~in length.~~.

(C) Both "continuing contracts", as defined in Section 287.055(2)(g), Florida Statutes, and continuing contracts for Specialized Services shall have initial and renewal terms set in compliance with **Subsection 10.1.23.1(B)** above~~Paragraph (B) above~~; however, the terms of such continuing contracts may be drafted in a manner that permits their provisions to remain in full force and effect as to any work authorizations or task orders outstanding at the time of contract expiration until either: (1) the Consultant's satisfactory completion of such work authorizations or task orders; or (2) termination of such work authorizations or task orders by CFX.

(D) Project-specific Professional Services contracts and contracts for Construction Services shall have no fixed term and instead shall be based on project schedules and continue in full force and effect until either the specific project for which the procurement was made has been satisfactorily completed by the Contractor, or the contract is terminated in compliance with the terms and conditions therein.

(E) Rapid Response Contracts shall have a term no longer than three years with no renewals; however, the terms of such contracts may be drafted in a manner that permits their provisions to remain in full force and effect as to any work authorizations or task orders outstanding at the time of contract expiration until either: (1) the Contractor's satisfactory completion of such work authorizations or task orders; or (2) termination of such work authorizations or task orders by CFX.

10.1.23.2 **Major ~~Sub-Vendor~~Subcontractor Requirements**

(A) For the purposes of this **Subsection 10.1.23.2** only, **"Major Subcontractor"** shall mean any person or entity engaged by a contractor to perform a specifically identified and substantive portion of the work required under the contract. A Major Subcontractor is responsible for performing a clearly designated portion of the contract scope on behalf of the contractor.

(B) The term does not include ancillary third-party services obtained in the ordinary course of business, such as delivery and courier services, utility providers, law enforcement services, travel providers, court reporters, mediators, and similar service providers, provided such entities are not responsible for performing any portion of the contract scope.

~~(A)~~(C) All contracts ~~for Professional Services and Specialized Services~~in excess of the applicable Informal Procurement Threshold shall contain a "Major ~~Sub-Vendor~~Subcontractor" provision in substantially the following form, with the terms "Contractor" and "Consultant" used as appropriate:

> *"If, during the term of this Contract and any renewals hereof, the Contractor/Consultant desires or intends to provide payment to ~~a subcontractor, subconsultant, and/~~any person or ~~service provider (collectively **"Sub-Vendor"**) that was not disclosed~~entity engaged by the Contractor/Consultant to perform a specifically identified and substantive portion of the work required under the contract (a **"Major Subcontractor"**) that was not disclosed to CFX at the time this Contract was originally awarded, ~~and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00,~~ the Contractor/Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major ~~Sub-Vendors~~Subcontractors under this Contract.*
>
> ~~*Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by the Contractor/Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Contractor/Consultant may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.*~~

CFX shall not be responsible to Contractor/Consultant for any payments made or obligated to any such ~~Sub-Vendor~~Subcontractor ~~in excess of $75,000.00~~ should Contractor/Consultant have failed to add such ~~Vendor~~Subcontractor to this Contract's Major ~~Vendors~~Subcontractor list in compliance with this provision."

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.24 Amendments, Renewals, and Extensions

10.1.24.1 Amendments

(A) The Procurement Director is hereby authorized to approve and execute contract amendments and supplemental agreements related to contracts for Informal Procurement so long as such amendments and supplemental agreements would not result in the aggregate contract award value exceeding the Informal Procurement Threshold.

(B) If an amendment or supplemental agreement to an Informal Procurement contract would increase the aggregate contract award value to an amount exceeding the Informal Procurement Threshold, then such amendment or supplemental agreement requires approval from the Board.

(C) The Procurement Director is hereby authorized to approve and execute contract amendments and/or supplemental agreements that increase the aggregate contract award value for Formal Procurement contracts approved by the Board, provided that the total ~~up to a~~ cumulative dollar amount of any increases approved by the Procurement Director for a particular contract shall not exceed the lesser ~~amount~~ of ~~25~~33% of ~~the~~the aggregate contract award value ~~amount~~ initially approved by the Board or $~~250~~300,000.00~~, whichever amount is lower.~~ Any increase that would cause the total cumulative dollar amount of such increases to exceed this limit shall require Board approval. ~~Thereafter, Board approval shall be required for any subsequent increases.~~ This ~~approval and execution~~ authority shall be in addition to any contingencies and allowances ~~the Board may have~~ already approved by the Board as part of the contract.

~~(C)~~(D) The monetary amount in **Subsection 10.1.24.1(C)** above shall be adjusted every two years using the same methodology provided in **Subsection 10.1.8.3**, rounded up to the next highest multiple of $10,000.00.

~~(D)~~(E) Amendments or supplemental agreements that only alter a procurement contract's scope, value, and/or time but do not otherwise change any ~~other provisions~~ of the underlying legal terms of the procurement contract are not required to be reviewed by General Counsel or their designee.

10.1.24.2 Extensions/Renewals

(A) The Procurement Director is hereby authorized to approve and execute extensions and renewals of the term of any procurement contract, provided that ~~so long as doing so~~:

(1) ~~(1) is at no additional increase in the aggregate contract award value; or (2) complies with the provisions of **Subsection 10.24.1: Amendments** above.~~ If the aggregate contract term, including the extension or renewal, is one year or less, the extension or renewal does not increase the aggregate contract award value above the Single-Year Award Threshold;

(2) If the aggregate contract term, including the extension or renewal, exceeds one year, the extension or renewal does not increase the aggregate contract award value above the Multi-Year Award Threshold; and

~~(1)~~(3) Any increase in aggregate contract award value otherwise complies with the provisions of **Subsection 10.1.24.1: Amendments** above.

(B) Should there be no remaining renewal periods on a procurement contract's term, an extension may be for additional time only, and only for the reasonable time needed to procure a new contract in compliance with the provisions of this Article, unless otherwise approved by the Board or as provided in **Subsection 10.1.24.2(D)** below.

(C) The decision to renew or extend a procurement contract or to request that the Board renew or extend a procurement contract shall be made by the appropriate management-level personnel of the purchasing user department in consultation with the Procurement Director.

(D) Notwithstanding the foregoing, for purposes of business continuity, the Procurement Director is authorized, with the consent of the Executive Director, to approve and execute a one-time extension of any procurement contract for a period not to exceed 90 calendar days where such extension is necessary to allow sufficient time to obtain Board approval of a successor contract or to complete procurement actions, including extended negotiations or coordination related to cooperative, piggyback, or other alternative contracting methods. The aggregate value of any such extension shall not exceed 25% of the most recently approved contract value. This authority is in addition to, and shall not be counted toward, the authority granted for amendments and/or supplemental agreements under **Subsection 10.1.24.1** above.

~~(D)~~(E) Renewals or extensions that only alter a procurement contract's project scope, value, and/or time but do not otherwise change the underlying legal terms ~~and conditions~~ of the procurement contract are not required to be reviewed by General Counsel or their designee.

Adopted: 2024-440. Revised: 2025-454; 2026-___.

Section 10.1.25 Termination of Contract

10.1.25.1 The Executive Director or any applicable Division Chief is authorized to terminate any procurement contract entered into by CFX with any contractor so long as such termination is in compliance with the terms and conditions of such contract and applicable law.

10.1.25.2 The necessary actions for effectuating such termination shall be coordinated with the General Counsel and the Procurement Director.

Adopted: 2024-440.

END OF ARTICLE 1

CHAPTER 10: PROCUREMENT

ARTICLE 2: PROTEST RESOLUTION POLICY

Adopted By: Res. 2024-444
Last Revision: Res. 2026-___
Version Date: 08/13/2026

Division I: General Provisions

Section 10.2.1 Title

The provisions of this Article shall be known and cited as the **"Protest Resolution Policy"**.

Adopted: 2024-444.

Section 10.2.2 Authority

10.2.2.1 The Central Florida Expressway Authority (**"CFX"**) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

10.2.2.2 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX is expressly excluded from the definition of "agency" under Section 120.52, Florida Statutes, and therefore is not subject to the uniform rules of procedure for the resolution of protests arising from the contract solicitation or award process provided in Chapter 120, Florida Statutes.

Adopted: 2024-444.

Section 10.2.3 Statement of Policy

10.2.3.1 The Governing Board (**"Board"**) of CFX hereby establishes this Protest Resolution Policy for the purpose of providing an administrative process through which each Respondent shall be able to, for review and consideration by CFX, raise good faith allegations of any omissions, errors, or mistakes ~~were~~ made during CFX's evaluation of its own or another Respondent's Solicitation Response that detrimentally impacted the Respondent.

10.2.3.2 Failure of a Contractor to timely file a Solicitation Response for a particular Procurement Solicitation shall be considered a waiver by such Contractor of any right it has or might have to protest any decision or other action taken by CFX regarding such Procurement Solicitation (e.g., CFX's decision to issue an award of the underlying project, to reject a Solicitation Response, and/or to cancel the Procurement Solicitation, etc.).

10.2.3.3 There shall be no right to protest the specifications, terms, or contents of a Procurement Solicitation granted under this Protest Resolution Policy. Instead, Contractors and/or Respondents having concerns or questions regarding the specifications, terms, or contents of the Solicitation Documents of any particular Procurement Solicitation, in lieu of protesting, are required to use such Procurement Solicitation's provided question-and-answer period to raise any such issues or concerns which may then be addressed by CFX by issuance by Addendum.

10.2.3.4 There shall be no right to protest any procurement related action or decision made by CFX other than the rights expressly granted by the Board in this Protest Resolution Policy, which shall apply only to Formal Procurements (as defined in **Subsection 10.1.10.4: Formal**

Procurements of **Article 1: Procurement Policy** of this Chapter). A protest shall only be valid if submitted in accordance with this Article.

10.2.3.5 Nothing in this Article may be construed as limiting CFX's ability to enter into a mutually agreed upon settlement with a Protesting Respondent at any time.

10.2.3.6 Communications to any CFX Board Member, Chief Officer, employee, and/or any Selection Committee member during an ongoing protest shall at all times be limited to those specifically permitted in **Article 3: Lobbying Blackout Period** of this Chapter.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.2.4 Definitions

10.2.4.1 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 and 3 of this Chapter are hereby incorporated into this Article.

10.2.4.2 Additionally, wherever used in this Article, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

(A) **"Addendum"** shall mean a change, clarification, or correction in the Solicitation Documents issued by CFX prior to the closing of the applicable Procurement Solicitation's submittal period.

(B) **"Day"** shall mean one calendar day, unless otherwise specifically referred to as a **"business day"**.

(1) A **"business day"** shall mean any day that is an official working day of CFX and excludes Saturdays, Sundays, and CFX-designated holidays.

(2) When pluralized, **"days"** and **"business days"** shall mean consecutive calendar or consecutive business days.

(3) When any period of time is referred to in this Article by either **"days"** or **"business days"**, it shall be computed to exclude the first day or business day and include the last day or business day of such period.

(4) If a period of time is determined by calendar days and the last day of such period falls on a Saturday, Sunday, or CFX-designated holiday, such day shall be omitted from the computation.

(C) "Contractor" shall have the same meaning as provided in **Subsection 10.1.4.1(D)** of **Article 1: Procurement Policy** of this Chapter.

(D) **"Procurement Solicitation"** shall mean the method of procurement used by CFX ~~for~~ to invite Contractors to submit a Solicitation Response for Formal Procurements, including without limitation:

(1) **"Invitations to Bid"** (**"ITB"**) shall mean the method of procurement by which CFX solicits sealed competitive bids from Contractors;

(2) **"Requests for Proposals"** (**"RFP"**) shall mean the method of procurement by which CFX solicits sealed competitive proposals from Contractors; and

(3) **"Requests for Qualifications"** (**"RFQ"**) shall mean the method of procurement by which CFX solicits Contractor qualifications, which may or may not result in an ITB or RFP being issued.

(E) **"Protesting Respondent"** shall mean a Respondent who files a protest in compliance with this Article.

(F) **"Respondent"** shall mean a Contractor who timely submitted a Solicitation Response to a Procurement Solicitation issued by CFX.

(G) **"Solicitation Documents"** shall mean the documents issued by CFX to solicit Solicitation Responses and any related documents (e.g., ITB package, RFP package, RFQ package, etc.), including without limitation any documents therein incorporated or attached thereto.

(H) **"Solicitation Response"** shall mean a bid, proposal, letter of intent, request for qualifications, or other applicable response submitted by a Contractor or Respondent in response to a Procurement Solicitation issued by CFX.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Division II: Filing a Protest

Section 10.2.5 Generally

10.2.5.1 After CFX completes its evaluation of each Solicitation Response timely received, the Procurement Director shall, in compliance with the Procurement Policy, the Procurement Procedures Manual, and applicable Solicitation Documents, complete one of the following actions:

(A) ~~In the event the Procurement Solicitation is an Invitation to Bid,~~ Issue a Notice of Intent to Award~~)~~; or

~~(B) In the event the Procurement Solicitation is not an Invitation to Bid, issue a Notice of Recommendation of Award to the Respondent (or, in the event of multiple awards Respondents); or~~

~~(C)~~(B) Cancel the Procurement Solicitation.

10.2.5.2 The Procurement Director shall ensure that the ~~the applicable~~ Notice of ~~Award or Notice of Recommendation of~~Intent to Award for each Procurement Solicitation allows for a period of no fewer than 13 calendar days to conclude prior to any requisite request for Board approval is made or granted.

10.2.5.3 Upon receipt of a written protest that has been filed in compliance with this Article, the Procurement Director, in consultation with the Executive Director, may either halt the award process or, if in the best interest of CFX, continue the award process.

10.2.5.4 Any contract executed pursuant to a decision to continue the award process shall be contingent upon the outcome of the protest and contain a "protest contingency provision" whereby the parties acknowledge the ongoing protest and expressly agree that:

(A) ~~t~~The contract is contingent upon the outcome of the protest;

(B) CFX may modify or immediately terminate the contract depending on the outcome of the protest; and

~~(A)~~(C) ~~t~~The sole remedy against CFX for any such modification or termination shall be limited to payment for goods and/or services provided or performed as of the date of termination.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.2.6 Standing and Exclusions

10.2.6.1 **Standing.** Standing to protest an award or recommendation of award is limited solely to Respondents who:

(A) Submitted a timely Solicitation Response to the Procurement Solicitation under which ~~such award or recommendation~~Notice of ~~award~~Intent to Award was ~~noticed~~issued by CFX; and

(B) Have good faith allegations that:

(1) An omission, error, or mistake was made during CFX's evaluation of its own or another Respondent's Solicitation Response; and

(2) Such omission, error, or mistake detrimentally impacted the Respondent.

10.2.6.2 **Exclusions.** The following situations shall not be the basis for a protest:

(A) Any decision by CFX to refuse to consider a Solicitation Response received beyond the date/time established in the applicable Solicitation Documents; and

(B) Any decision by CFX to cancel a Procurement Solicitation.

10.2.6.3 **Timely Filing; Waiver of Protest Right.** The timely filing of a Notice of Protest, Written Protest, and/or any requisite protest bonds shall be jurisdictional requirements. Failure by a Respondent to timely file a Notice of Protest, Written Protest, and/or any requisite protest bonds shall constitute an irrevocable waiver of any right such Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

10.2.6.4 **Withdrawal from Consideration; Waiver of Protest Right.** A Respondent that submits a written withdrawal from further consideration for award, including for the purpose of obtaining an Early Debriefing pursuant to **Section 10.3.10: Early Debriefing** of **Article 3: Lobbying Blackout and Debriefing Policy** of this Chapter, shall irrevocably waive any right such Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.2.7 Protest Requirements

10.2.7.1 **Notice of Protest**

(A) Any Respondent seeking to protest an award or recommendation of award must file a valid written notice to CFX of its intention to file such a protest (**"Notice of Protest"**) no later than 3 calendar days from the date of CFX's posting of the

applicable Notice of ~~Award or Notice of Recommendation of~~Intent to Award (**"Protest Notice Period"**).

(B) To be valid, each Notice of Protest must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director, with a copy to CFX's General Counsel, ~~prior~~ by 11:59pm eastern time on the 3rd calendar day of the Protest Notice Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) Provide a detailed summary of the basis of the protest; and

(6) Include an accompanying protest bond in compliance with the requirements of **Subsection ~~10.32.3~~10.2.7.3: Protest Bond Requirements** below.

(C) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Notice of Protest to all other Respondents; and

(2) Include evidence of such mailing in its Notice of Protest filing to CFX.

10.2.7.2 **Written Protest**

(A) A Protesting Respondent having timely filed a valid Notice of Protest is a precondition to their filing of a valid Written Protest.

(B) The Protesting Respondent shall file a valid formal written statement of protest (**"Written Protest"**) no later than 10 calendar days after its filing of the required Notice of Protest (**"Protest Filing Period"**).

(C) To be valid, the Written Protest must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail ~~to the~~ to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director, with a copy to CFX's General Counsel, ~~prior~~ by 11:59pm eastern time on the 10th ~~th~~ calendar day of the Protest Filing Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) State with specificity and particularity both the facts and law upon which the protest is based, specifying the exact nature of any claimed error, omission, mistake, or incorrect evaluation or scoring of a Solicitation Response;

(6) Include any and all information, documentation, and/or evidence the Protesting Respondent believes supports their protest; and

(7) Specifically identify the relief to which the Protesting Respondent deems itself entitled.

(D) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Written Protest to all other Respondents; and

(2) Include evidence of such mailing in its Written Protest filing to CFX.

10.2.7.3 **Protest Bond Requirements**

(A) A protest bond must be simultaneously filed with each Notice of Protest filed with CFX.

(B) The amount of the required bond ~~shall be as set forth in~~ shall be calculated as follows:

(1) If the Notice of Protest is in relation to an Invitation to Bid, 1% of the lowest bid submitted or $5,000.00, whichever is greater; or

(2) If the Notice of Protest is in relation to a solicitation other than an Invitation to Bid, 1% of CFX's estimated value of the award or $5,000.00, whichever is greater.

(C) A separate protest bond must be posted by each Protesting Respondent.

(D) Each protest bond must:

(1) State on its front page:

(a) The name, principal business address, and phone number of the protesting Respondent, the surety, and CFX; and

(b) The bond number assigned by the surety.

(2) Be made payable to the "Central Florida Expressway Authority";

(3) Be signed and sealed by the Protesting Respondent and a surety insurer authorized to do business in the State of Florida as surety;

(4) Be countersigned by the Florida resident agent of the surety;

(5) Have a surety power of attorney attached that is executed under the surety's corporate seal; and

(6) Be conditioned upon all of the following:

(a) Each protest bond shall be conditioned upon the payment of all costs which may be adjudged against the Protesting Respondent in the administrative hearing in which the action is brought and any subsequent appellate court proceeding.

(b) If, after completion of the administrative hearing process and any appellate court proceedings, CFX prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the Protesting Respondent, the bond shall be returned to them.

(c) If the Protesting Respondent prevails, it shall be entitled to recover from CFX only those damages and/or costs provided in **Subsection 10.2.10.4** below.

(d) The entire amount of the bonds shall be forfeited if it is determined by the Administrative Hearing Officer or a court of competent jurisdiction that the protest or any subsequent appeal was:

1. Clearly insufficient on its face; and/or

2. Filed for a frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or causing needless cost for CFX or other parties.

(7) Bind the Protesting Respondent and surety, their heirs, ~~legal~~ representatives, successors, and assigns, jointly and severally, and be conditioned upon the satisfaction of any costs and charges included in a final decision or judgement, including appellate court proceedings, in the event CFX prevails.

(E) All protest bonds must be identical in form to the Bid Protest Bond form approved by CFX, which shall be posted on CFX's website and may otherwise be obtained from the Procurement Director upon request.

(F) CFX shall be the prevailing party if the Protesting Respondent withdraws the protest at any time before entry of the final decision or judgement. The foregoing notwithstanding, the Executive Director, in consultation with General Counsel, is hereby authorized to waive CFX's claim to any such protest bond upon withdrawal of the Protesting Respondent and to approve and execute any corresponding release of such protest bond, should the Executive Director deem so doing to be in CFX's best interests.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Division III: Protest Review Process

Section 10.2.8 Resolution by Procurement Director

10.2.8.1 Upon receipt of a valid Written Protest, the Procurement Director will review such Written Protest and either:

(A) Draft and issue a final written decision to Respondent based on the contents of the Written Protest and thereafter post such final written decision to all Respondents; or

(B) Schedule a public meeting, in compliance with Section 286.011, Florida Statutes, with the Protesting Respondent to attempt to resolve the protest (**"Protest Resolution Meeting"**).

(1) A notice establishing the date, time, and location for the Protest Resolution Meeting shall be posted to all Respondents. Any Respondents that may be detrimentally impacted should the Protesting Respondent be successful shall be provided the opportunity to participate in such public meeting.

(2) After the Protest Resolution Meeting, the Procurement Director shall draft and issue a final written decision to the Respondent and thereafter post such final decision to all Respondents.

10.2.8.2 Nothing in this Section may be construed as preventing CFX from exercising its right to cancel the Procurement Solicitation at any time for any reason.

Adopted: 2024-444. Revised: 2025-454.

Section 10.2.9 Resolution by Administrative Hearing

10.2.9.1 Administrative Appeal

(A) The Protesting Respondent shall have 3 business days from the date of its receipt of the Procurement Director's written decision to appeal the Procurement Director's decision for review by an Administrative Hearing Officer (**"Administrative Appeal Period"**). The standard of review of any such Administrative Appeal shall be limited to abuse of discretion by CFX.

(B) For such an Administrative Appeal to be valid, it must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail ~~to the~~ to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director, with a copy to CFX's General Counsel, ~~prior~~ by 11:59pm eastern time on the 3rd business day of the Administrative Appeal Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) State with specificity and particularity both the facts and law upon which the appeal is based, specifying the exact manner as to how CFX abused its discretion in rendering its final written decision;

(6) Include any and all information, documentation, and/or evidence the Protesting Respondent believes supports its appeal; and

(7) Specifically identify the relief to which the Protesting Respondent deems itself entitled.

(C) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Administrative Appeal to all other Respondents; and

(2) Include evidence of such mailing in its Administrative Appeal filing to CFX.

(D) The timely filing of a valid Appeal for Administrative Hearing is a jurisdictional requirement and failure to timely file such appeal constitutes a waiver of any right a Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

10.2.9.2 **Administrative Hearing Officer**

(A) Should the Protesting Respondent file a timely and valid Administrative Appeal, such appeal, and any written response provided by CFX, shall be considered by an Administrative Hearing Officer selected and compensated by CFX. Such Administrative Hearing Officer must meet the following qualification requirements:

(1) They must be an independent third-party with applicable experience (e.g., as an attorney, mediator, hearing officer, arbitrator, special magistrate, judge, etc.); and

(2) They must submit a **CFX-110: Potential Conflict Disclosure Form** to CFX prior to hearing any appeal.

10.2.9.3 **Conduct of Administrative Hearing**

(A) The Administrative Hearing Officer shall regulate the course of proceedings to assure orderliness and a fair opportunity for each side to present its case. The formal rules of evidence shall not apply and hearsay shall be admissible but shall not serve as the primary basis of the Hearing Officer's final order.

(B) The Administrative Hearing Officer shall base their final order on such evidence adduced in the course of the proceedings as would be relied upon by reasonable, prudent persons in the conduct of their affairs.

(C) The Administrative Hearing Officer shall conduct an impartial, public hearing no later than 10 business days after their appointment; however, in the event that the Administrative Hearing Officer believes that more time is necessary, they may reasonably extend such time in writing sent to all parties, with copies to the Procurement Director and CFX General Counsel. Upon receipt of any such extension, the Procurement Director shall post it to all Respondents.

(D) The parties to the hearing may be represented by counsel and both sides shall be granted the opportunity to present oral, physical, and/or documentary evidence relevant to all issues properly raised in the Administrative Appeal.

(E) Any Respondents that may be impacted should the Protesting Respondent be successful shall be provided the opportunity to participate in the public hearing, may be represented by counsel, and shall be presented the opportunity to present oral, physical, or documentary evidence relevant to all issues impacting such Respondent.

(F) Within 5 business days after the hearing is concluded, the Administrative Hearing Officer shall submit their final decision to all parties, with copies to the Procurement Director and CFX General Counsel.

Adopted: 2024-444. Revised: 2025-454.

Section 10.2.10 Resolution by Judicial Appeal

10.2.10.1 **Requisite Notice of Judicial Appeal**

(A) The Protesting Respondent and CFX shall each have 5 business days to submit written notice to the other of their intention to appeal the final written decision of the Administrative Hearing Officer (**"Judicial Appeal Notice Period"**).

(B) For a Notice of Judicial Appeal filed by a Protesting Respondent to be valid, it must be written and submitted to the other party by:

(1) Certified mail, return receipt requested; or

(2) National courier service with overnight delivery guaranteed.

(C) Should such notice not be timely received by the other party by 5:00pm eastern time on the last business day of the Judicial Appeal Notice Period, the decision of the Administrative Hearing Officer shall be binding and final and any right of either party to appeal the matter to the Circuit Court shall be considered irrevocably waived.

10.2.10.2 **Judicial Appeal**

(A) The standard of any Judicial Appeal shall be abuse of discretion by the Administrative Hearing Officer.

(B) Judicial review of any final decision made by the Administrative Hearing Officer shall be by certiorari in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, and filed with the appropriate Circuit Court no later than 30 calendar days after the date of the Administrative Hearing Officer's final written decision.

10.2.10.3 The pendency of judicial review proceedings shall not stay the procurement process, nor the award of a contract, unless a temporary injunction is issued by the Circuit Court, or unless CFX determines it is in the best interest of CFX to temporarily or permanently delay the procurement process or contract award.

10.2.10.4 If, after exhaustion of all administrative remedies and appellate rights, a final decision, order, or judgment upholds the Protesting Respondent's protest, ~~any court or other proceedings upholds the Protesting Respondent's appeal,~~ the Protesting Respondent's damages, including any~~court-awarded~~ court-awarded damages~~, accruing~~ to the Protesting Respondent~~ or any other party~~, shall be limited solely to:

(A) The Protesting Respondent's reasonable Solicitation Response preparation costs;

(B) The amount of the protest bond premium paid by the Protesting Respondent, if any; and

(C) Reimbursement of any court filing fees and reasonable court costs (exclusive of attorneys' fees and expert witness fees) paid by the Protesting Respondent.

10.2.10.5 Under no circumstances shall CFX be held liable to a Protesting Respondent for any damages or costs (e.g., attorneys' fees, expert witness, etc.) other than those provided in **Subsection 10.2.10.4** above, regardless as to the theory of law and/or equity under which such claim for damages or costs may be made.

Adopted: 2024-444. Revised: 2025-454.

Section 10.2.11 Publication for Procurement Solicitations

10.2.11.1 A copy of this Article will be posted on the CFX website (https://www.cfxway.com) and referenced within all Solicitation Documents that are generated and distributed by the CFX.

Adopted: 2024-444.

END OF ARTICLE 2

CHAPTER 10: PROCUREMENT

ARTICLE 3: LOBBYING BLACKOUT AND DEBRIEFING POLICY

Adopted By: Res. 2024-444
Last Revision: Res. 2026-___
Version Date: 08/13/2026

Division I: General Provisions

Section 10.3.1 Title

The provisions of this Article shall be known and cited as the **"Lobbying Blackout Policy"**, ~~,~~ **"Debriefing Policy"**, or **"Lobbying Blackout and Debriefing Policy"**.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.3.2 Authority

10.3.2.1 In accordance with Section 348.754(2)(m), Florida Statutes, the Central Florida Expressway Authority (**"CFX"**) is authorized to ". . . do everything necessary or convenient for the conduct of its business and the general welfare of the authority, in order to comply with [Chapter 348.754, Part III, Florida Statutes] or any other law."

Adopted: 2024-444. Revised: 2025-454.

Section 10.3.3 Statement of Policy

10.3.3.1 The Governing Board (**"Board"**) of CFX hereby establishes this ~~Lobbying Blackout Policy~~Article for the purpose of protecting the transparency, fairness, and integrity of CFX's procurement of goods and services.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.3.4 Definitions

10.3.4.1 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 and 2 of this Chapter are hereby incorporated into this Article.

10.3.4.2 Wherever used in this Article, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

(A) **"Lobbyist"** shall mean any person (e.g., individual, entity, legal counsel, etc.) who, on behalf of and for the benefit of themselves, their employer, principal, client, or any other person, engages in Lobbying activities with the intent of influencing CFX's decision related to an ongoing or pending Formal Procurement.

(B) **"Lobby"** shall mean communicating in any manner (e.g., oral, writing, etc.) by a Lobbyist with CFX Board Members, Chief Officers, employees, and/or Selection Committee members directly or indirectly in connection with any Formal Procurement in an effort to influence the decision of such Board Members, Chief Officers, employees, and/or Selection Committee members in connection with ~~said~~ such Procurement.

(C) **"Selection Committee"** shall mean the committee established pursuant to the Procurement Procedures Manual, and/or other applicable law or regulation, for the purposes of:

(1) Evaluating the Solicitation Responses received by CFX in response to a Procurement Solicitation; and

(2) Based on such evaluation, recommending ~~to the Procurement Director, or the designee thereof~~: (a) the shortlisting of certain Respondents; and/or (b) the award of a contract to the highest ranked Respondent (or, in the case of multiple awards, Respondents).

(D) **"Shortlisted"** shall mean the Respondent(s) identified by CFX as advancing beyond the initial evaluation phase of a competitive procurement to participate in oral presentations, interviews, competitive negotiations, or other subsequent evaluation activities.

(E) **"Ranked Alternate"** shall mean the Respondent(s) identified in the Notice of Intent to Award, other than the Respondent(s) recommended for award, that CFX may consider for contract award if negotiations with the high-ranked proposer(s) are unsuccessful, terminated, or otherwise fail to result in an executed contract.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

Section 10.3.5 Publication for Procurement Solicitations

10.3.5.1 A copy of this Article will be posted on the CFX website (http://www.cfxway.com) and referenced within all Solicitation Documents that are generated and distributed by the CFX.

Adopted: 2024-444. Revised: 2026-___.

Division II: Lobbying Blackout

~~Section 10.3.5~~Section 10.3.6 Prohibition of Lobbying

~~10.3.5.1~~10.3.6.1 No Contractor or Respondent may ~~engage in any effort, either~~, directly or indirectly, ~~to~~ Lobby or ~~in any manner~~ otherwise seek to influence ~~the actions of~~ any CFX Board Member, Chief Officer, employee, ~~and/~~or ~~any~~ Selection Committee member ~~in respect to~~regarding a pending ~~award of~~ contract ~~for which a Procurement Solicitation was issued,~~ award except as set forth in ~~**Section 10.42**~~**Section 10.3.7: ~~Exceptions to Policy~~Exceptions to Policy** ~~below~~below.

~~10.3.5.2~~10.3.6.2 Any ~~attempt~~communication by ~~any~~a Contractor or Respondent ~~to communicate~~ with ~~any~~a CFX Board Member, Chief Officer, employee, ~~and/~~or ~~any~~ Selection Committee member ~~in connection with any~~ concerning a pending ~~award of a~~ contract ~~for which a Procurement Solicitation has been issued~~ award shall, unless ~~otherwise excepted herein, be considered~~expressly permitted by this Article, constitute a violation of this Article~~,~~ and may ~~be punishable by~~result in such Contractor or Respondent being suspended from ~~being able to compete~~participating in ~~any~~ CFX Procurement ~~Solicitation~~Solicitations for ~~no~~a period of not less than two (2) years.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

~~Section 10.3.6~~Section 10.3.7 Exceptions to Policy

~~10.3.6.1~~10.3.7.1 The above Prohibition of Lobbying shall not apply in the following instances:

(A) Any communication expressly permitted in the procurement process for the Procurement Solicitation in question, such as communicating with the CFX employee who has been identified in the applicable Solicitation Documents as being the person to contact in connection with said Procurement Solicitation.

(B) Communications initiated by CFX Procurement Department staff for the purpose of requesting clarifications, verifying information, resolving irregularities, confirming responsibility or confirming responsiveness.

~~(B)~~(C) Any communication that occurs on the record at a public meeting held in compliance with Section 286.011, Florida Statutes.

(D) For an Invitation for Bids, following the issuance of a Notice of Intent to Award, communication between CFX and the lowest responsive and responsible Respondent(s) for the limited purposes of conducting and completing scope confirmation meetings, compliance activities, and other pre-execution activities necessary to finalize the contract for Board consideration and timely execution.

(E) For competitive proposals, following the final ranking, communications between CFX and the highest ranked Respondent, and thereafter any Ranked Alternate Respondent(s) as applicable, shall be permitted for the limited purposes of conducting and completing competitive negotiations, scope confirmation meetings, compliance activities, and other pre-execution activities necessary to finalize the contract for Board consideration and timely execution.

(F) Any communication ~~expressly~~:

(1) Required to comply with the "Competitive Negotiation" requirements of Section 287.055, Florida Statutes, when applicable; or

~~(1)~~(2) Expressly required or strictly necessary to submit a protest in compliance with the requirements of **Article 2: Protest Resolution Policy** of this Chapter.

Adopted: 2024-444. Revised: 2025-454; 2026-___.

~~Section 10.3.7~~Section 10.1.1 ~~Publication for Procurement Solicitations~~

~~10.3.7.1~~10.1.1.1 ~~A copy of this Article will be posted on the CFX website () and referenced within all Solicitation Documents that are generated and distributed by the CFX.~~

~~*Adopted: 2024-444. Revised: 2025-454.*~~

Division III: Debriefing

Section 10.3.8 Generally

10.3.8.1 **"Debriefing"** shall mean a meeting or other communication between CFX and a Respondent regarding the evaluation of the Respondent's response to a Procurement Solicitation for the purpose of providing constructive feedback and promoting future competition.

~~10.3.7.2~~10.3.8.2 A Debriefing is informational in nature and is not a forum for debating evaluation results, negotiating, appealing procurement decisions, reopening the procurement process, or otherwise challenging the outcome of the Procurement Solicitation.

Adopted: 2026-___.

Section 10.3.9 Timing of Debriefing

10.3.9.1 A Debriefing may occur either:

(A) Following the conclusion of the Lobbying Blackout Period (**"Standard Debriefing"**); or

~~(A)~~(B) Following the final ranking of Respondents, but prior to the conclusion of the Lobbying Blackout Period, in accordance with **Section 10.3.10: Early Debriefing** below.

Adopted: 2026-___.

Section 10.3.10 Early Debriefing

10.3.10.1 Following the final ranking of Respondents, but prior to the conclusion of the Lobbying Blackout Period, CFX may conduct an Early Debriefing with any Respondent that was not Shortlisted, recommended for award, or identified as a Ranked Alternate, provided such Respondent first submits a written and irrevocable withdrawal from further consideration for award and waives its protest rights under **Subsection 10.2.6.4** of **Article 2: Protest Resolution Policy** of this Chapter.

10.3.10.2 For competitive proposals, under no circumstances shall an Early Debriefing be conducted prior to the final ranking of Respondents.

Adopted: 2026-___.

END OF ARTICLE 3

CHAPTER 10: PROCUREMENT

ARTICLE 4: BUSINESS OPPORTUNITIES POLICY

Adopted By: Res. 2025-456
Last Revision: N/A
Version Date: 12/11/2025

Division I: General Provisions

Section 10.4.1 Title

The provisions of this Article shall be known and cited as the **"Business Opportunities Policy"**.

Adopted: 2025-456.

Section 10.4.2 Authority

10.4.2.1 The Central Florida Expressway Authority (**"CFX"**) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

10.4.2.2 In accordance with Section 348.754(5), Florida Statutes, CFX is required to encourage the inclusion of local and small businesses in its procurement and contracting opportunities.

10.4.2.3 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX does not meet the definition of "agency" under Section 287.012, Florida Statutes. Therefore, except for specific provisions of Chapter 287, Florida Statutes, which expressly apply to authorities, local governmental entities, or special districts, CFX is not generally subject to the provisions of such Chapter.

Adopted: 2025-456.

Section 10.4.3 Statement of Policy

10.4.3.1 Recognizing the significant role CFX plays in creating opportunities for economic growth for the Central Florida region, the Governing Board (the **"Board"**) of CFX hereby establishes this Business Opportunity Policy to foster local innovation, strengthen community partnerships, and support a vibrant Central Florida economy by encouraging the participation of local and small businesses in CFX's procurement and contracting activities.

10.4.3.2 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 through 3 of this Chapter are hereby incorporated into this Article.

Adopted: 2025-456.

Division II: Small Business Enterprise ("SBE") Program

Section 10.4.4 Purpose and Scope

10.4.4.1 The purpose of the Small Business Enterprise (**"SBE"**) Program (the **"SBE Program"**) is to promote fair and increased access to contracting opportunities with CFX for qualified small businesses.

10.4.4.2 The SBE Program is administered by CFX's Business Opportunities Department and applies to all construction, professional services, maintenance, and commodity procurements funded by CFX.

Adopted: 2025-456.

Section 10.4.5 Eligibility Requirements

10.4.5.1 To be eligible for recognition under the SBE Program, a business must:

(A) Be independently owned and operated, provide a commercially useful function, and possess all required licenses and authorizations;

(B) Meet the **"Small Business Size Standards"** (based on three-year average gross receipts):

(1) Construction/Maintenance: less than $25 million;

(2) Professional Services: less than $10 million;

(3) Non-Professional Services: less than $10 million.

(C) Hold current small business certification by FDOT, GOAA, Orange County, or the City of Orlando, or obtain direct certification by CFX under procedures established by the Business Opportunities Department.

10.4.5.2 All firms must submit an application to CFX's Business Opportunities Department certifying that:

(A) The firm meets all the above requirements, with supporting documentation attached; and

(B) The information submitted with the firm's application is true, complete, and not misleading.

10.4.5.3 Businesses actively engaged in the Emerging Business Initiative contemplated in **Division III: Emerging Business Initiative ("EBI")** below, shall also be considered eligible SBEs.

Adopted: 2025-456.

Section 10.4.6 Graduation

10.4.6.1 A business shall graduate from the SBE Program when its three-year average gross receipts exceed the applicable Small Business Size standard provided in **Subsection 10.4.5.1(B)**.

10.4.6.2 Graduated firms will remain eligible to participate in CFX procurements but will no longer be counted toward SBE Program participation goals or objectives.

Adopted: 2025-456.

Section 10.4.7 Vendor Registration Requirement

10.4.7.1 All firms participating in the SBE Program must be registered as vendors with CFX through the Agency's Vendor Registry system. Vendor registration is mandatory and free of charge. Registration is required to receive solicitations, notices, and contracting opportunities.

10.4.7.2 SBE recognition does not replace vendor registration; firms must maintain both to be eligible for participation.

Adopted: 2025-456.

Section 10.4.8 SBE Direct Contracting

10.4.8.1 The Executive Director can authorize awards of non-competitive contracts valued up to $300,000.00 each to eligible SBEs under the Small Business Enterprise Program to expedite the bidding and award process.

10.4.8.2 Each award by the Executive Director exceeding the Informal Procurement Threshold, as established and adjusted in accordance with ~~in~~ **Section 10.1.8: Procurement Thresholds** above, shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.

Adopted: 2025-456.

Section 10.4.9 Participation in Procurement

10.4.9.1 The Business Opportunities Department, in collaboration with Procurement and other CFX staff, shall evaluate each Formal Procurement solicitation to determine potential for SBE participation. This includes identifying scopes where qualified small businesses may compete and encouraging participation from firms that have historically been underutilized in CFX contracting.

10.4.9.2 Unless waived by the Director of Business Opportunities as provided in **Subsection 10.4.9.4** below:

(A) The SBE Program shall, unless adjusted by the Director of Business Opportunities as provided in **Subsection 10.4.9.3** below, maintain a 15% SBE participation objective for Formal Procurements made agency-wide. Only SBEs eligible under **Section 10.4.5: Eligibility Requirements** above shall count towards such participation objective.

(B) Individual Formal Solicitations shall include SBE participation objectives based on subcontracting potential and availability of certified firms.

(1) **Professional Services Contracts:** SBE participation may be incentivized through evaluation scoring and/or bonus points in proposal evaluations and as further set forth in the procedures adopted by the Director of Business Opportunities.

(2) **Construction and Maintenance Contracts:** SBE participation objectives are expected to, unless otherwise determined by the Director of Business Opportunities as provided in **Subsection 10.4.9.3** below, generally align with the percent program goal and, when applicable, shall be enforced through subcontracting commitments.

10.4.9.3 The Director of Business Opportunities may adjust SBE participation objectives for individual Formal Solicitations to reflect project size, complexity, or availability.

10.4.9.4 SBE participation objectives may be waived by the Director of Business Opportunities upon demonstration of good faith efforts as defined in **Section 10.4.11: Good Faith Efforts** below.

10.4.9.5 Respondents may not replace or substitute any SBEs listed in their Solicitation Responses under this Article, whether the change occurs before or after contract award, without prior written approval from the Director of Business Opportunities.

Adopted: 2025-456.

Section 10.4.10 Prompt Payment Requirements

10.4.10.1 All prime contractors shall ensure timely payment to subcontractors and suppliers for work satisfactorily performed.

10.4.10.2 CFX may withhold payments if evidence of prompt payment is not provided.

Adopted: 2025-456.

Section 10.4.11 Good Faith Efforts

10.4.11.1 If a Respondent cannot meet the established SBE participation objective on a procurement solicitation, the Respondent must provide adequate documentation demonstrating that it made a good faith effort to meet such objective at the time of submission of its applicable procurement solicitation response.

10.4.11.2 Actions taken that may establish good faith effort include, but are not limited to:

(A) Providing certified SBEs with adequate advance notice of subcontracting opportunities;

(B) Dividing work into feasible portions;

(C) Providing adequate project information;

(D) Offering assistance with bonding, insurance, or credit needs;

(E) Negotiating in good faith; and

(F) Submitting documentation of all SBE quotes received.

Adopted: 2025-456.

Section 10.4.12 Oversight and Enforcement

10.4.12.1 The Business Opportunities Department, in coordination with Procurement, shall monitor compliance with SBE Program requirements.

10.4.12.2 Enforcement actions may include:

(A) Corrective action requirements;

(B) Withholding of payment;

(C) Suspension from participation in CFX procurement solicitations; and

(D) Contract termination or debarment.

10.4.12.3 A Respondent's failure to submit any SBE utilization or other SBE program forms required with its Solicitation Response submission may render such Solicitation Response non-responsive.

10.4.12.4 The Director of Business Opportunities is authorized to prescribe procedures, forms, and reporting tools necessary to implement this Article.

Adopted: 2025-456.

Section 10.4.13 Review and Updates

10.4.13.1 The SBE Program shall be reviewed annually. Procedural updates may be implemented by the Director of Business Opportunities Department or designee to the extent that they do not conflict with the provisions of this Article, while policy changes require Board approval.

Adopted: 2025-456.

Division III: Emerging Business Initiative ("EBI")

Section 10.4.14 Purpose and Scope

10.4.14.1 The purpose of the Emerging Business Initiative (**"EBI"**) is to expand contracting opportunities for businesses that meet the eligibility requirements by designating certain procurements as EBI set-asides.

10.4.14.2 The initiative is designed to allow qualified businesses to compete as prime contractors on CFX-funded contracts where the scope, size, and complexity are suitable for emerging business participation.

10.4.14.3 EBI is administered by CFX's Business Opportunities Department and applies to construction, maintenance, professional services, and other procurements as determined appropriate.

Adopted: 2025-456.

Section 10.4.15 Eligibility Requirements

10.4.15.1 EBI provides contracting opportunities to emerging businesses on CFX-designated projects estimated up to $5 million and when at least three EBI registered businesses are available and capable of performing the scope of work identified.

10.4.15.2 To be eligible for recognition under the EBI, a business must:

(A) Be located within Brevard, Lake, Orange, Osceola, or Seminole Counties;

(B) Have all owner(s) be legal residents of the State of Florida;

(C) Provide all required state and local licenses and certificate of business;

(D) Have annual gross receipts, averaged over the previous three years, that do not exceed the applicable **"EBI Size Standard(s)"**, which shall initially be set as follows:

(1) Commodities – $5 million

(2) Professional Services – $7 million

(3) Construction – $15 million

10.4.15.3 The Director of Business Opportunities may annually adjust the EBI Size Standards to reflect current market conditions, provided that such adjustment does not result in any EBI Size Standard meeting or exceeding the amount established in the Small Business Size Standards, as provided in **Subsection 10.4.5.1(B)** above, for the equivalent type of work.

Adopted: 2025-456.

Section 10.4.16 Graduation

10.4.16.1 A business shall graduate from the EBI when its annual gross receipts exceed the applicable EBI Size Standard for three consecutive fiscal years.

10.4.16.2 Graduated firms will remain eligible for CFX procurements but will no longer be eligible for EBI set-asides.

Adopted: 2025-456.

Section 10.4.17 Vendor Registration Requirement

10.4.17.1 All EBI firms must be registered as vendors with CFX through the Agency's Vendor Registry system.

Adopted: 2025-456.

Section 10.4.18 Participation in Procurement

10.4.18.1 The Business Opportunities Department, in collaboration with Procurement, shall evaluate Formal Solicitations to determine if an EBI set-aside designation is appropriate.

10.4.18.2 Contracts may be designated as EBI set-asides when sufficient availability of qualified EBI firms exists.

10.4.18.3 Only firms registered and eligible under the EBI may submit bids for contracts designated as set-asides under the EBI.

Adopted: 2025-456.

Section 10.4.19 Prompt Payment Requirements

10.4.19.1 Should a prime contractor choose to utilize subcontractors and/or suppliers, they must ensure timely payment for work satisfactorily performed.

10.4.19.2 CFX may withhold payments if evidence of prompt payment is not provided.

Adopted: 2025-456.

Section 10.4.20 Oversight and Enforcement

10.4.20.1 The Business Opportunities Department, in coordination with Procurement, shall monitor compliance with EBI requirements.

10.4.20.2 Enforcement actions may include:

(A) Corrective action requirements;

(B) Withholding of payment;

(C) Suspension from participating in CFX's procurement solicitations; and/or

(D) Contract termination or debarment.

Adopted: 2025-456.

Section 10.4.21 Review and Updates

10.4.21.1 The EBI shall be reviewed annually. Procedural updates may be implemented by the Director of Business Opportunities Department or designee to the extent that they do not conflict with the provisions of this Article, while policy changes require Board approval.

Adopted: 2025-456.

END OF ARTICLE 4

CONSENT AGENDA ITEM
#17

MEMORANDUM

TO: CFX Board Members

FROM: Son Nguyen
Senior Manager of Risk and Insurance

DATE: July 21, 2026

SUBJECT: Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT)

Board approval of the fiscal year 2027 insurance policy with Preferred Governmental Insurance Trust (PGIT) in the amount of $330,000.00 is requested. The combined Workers Compensation and All-Other Lines insurance premium is $268,686.00 with an additional $61,314.00 to allow for midyear increases that may be necessary for any new policy coverages, properties, and annual workers' compensation audit.

This policy covers Workers' Compensation, General Liability, Public Officials Errors & Omissions Liability, Employment Practices Liability, Employee Benefits Liability, Crime, Real & Personal Property, Automobile Liability & Physical Damage, Equipment Breakdown, and additional Cyber Liability. The current policy expires October 01, 2026.

CFX utilizes an independent insurance broker, HUB Florida Public Risk, Inc. (HUB) for the solicitation and evaluation of proposals for insurance coverage. Staff concurs with HUB's recommendation to accept the policy with PGIT.

This policy is included in the OM&A Budget.

Reviewed by: _____
Lisa Lumbard
Chief Financial Officer

HUB International Limited

2623 Centennial Place
Suite 203
Tallahassee,FL 32308

hubinternational.com

Executive Summary – Auto, Property, Liability, E&O and Workers Compensation Insurance

HUB Public Risk offers the following Executive Summary for your consideration.

HUB conducted extensive marketing for the Auto, Property, Liability, E&O and Workers' Compensation program this year. Although marketing began in the spring, the Preferred Governmental Insurance Trust renewal quote was the only proposal received by our submission deadline. This quote is favorable to CFX, with increases attributable solely to CFX's payroll growth. In addition, PGIT has lowered the named storm deductible from 5% to 3%.

CFX transitioned from FMIT to PGIT two years ago. FMIT intended to submit a quote this year but was unable to do so within the required timeframe for consideration. The results of our marketing efforts are detailed below.

Carrier	Line(s) of Business	Outcome	Notes
Zurich	- All Lines	Declined	Declined; not a market for transit authorities.
AIG	- All Lines	Declined	Did not qualify due to a $500,000 minimum premium requirement.
Chubb	- All Lines	Declined	Declined to quote; premium would be considerably higher than the expiring policy.
Travelers	- All Lines	Declined	Unable to underwrite transit authorities.
One Beacon	- All Lines	Declined	Not in appetite
Liberty Mutual	- All Lines	Declined	Not in appetite; provides coverage only for public schools.
PGIT	- All Lines	Quoted	Incumbent; 6% increase on renewal.
FMIT	- All Lines	Failed to meet deadline	Unable to meet the submission deadline to produce a quote.

HUB International Limited

2623 Centennial Place
Suite 203
Tallahassee,FL 32308

hubinternational.com

The results are detailed below. HUB recommends accepting the PGIT renewal.

Line of Coverage	2025 PGIT	2026 PGIT
Property	$130,596	$130,577
Inland Marine	$1,356	$729
Crime	$900	$900
Liability	$56,288	$67,996
Cyber Liability	$4,950	$5,446
Automobile	$17,575	$14,273
Workers Comp	$41,505	$48,765
TOTAL	**$253,170**	**$268,686**

Thank you,

Jim Duncan

CONSENT AGENDA ITEM
#18

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Contract Award to AECOM Technical Services for Management Consulting Services
Contract No. SCON-10000433

Board approval of the Contract with AECOM Technical Services, Inc in the amount of $1,517,711.00 is requested. This is a piggyback contract based on Contract No. 80101500-25-STC between the State of Florida, Department of Management Services and AECOM Technical Services, Inc. allowing CFX to take advantage of the favorable terms already negotiated.

The work to be performed includes project management of information technology projects.

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

Reviewed by: Rafael Millan
Rafael Millan
Director of IT

Jim Greer
Chief Technology & Operations Officer

CONTRACT NO. SCON-10000433

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

AECOM Technical Services, Inc.

regarding

PIGGYBACK CONTRACT FOR MANAGEMENT CONSULTING SERVICES

THIS PIGGYBACK CONTRACT (**"Contract"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **AECOM TECHNICAL SERVICES, INC.** (**"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"**.

RECITALS

A. CFX was created pursuant to Part III, Chapter 348, Florida Statutes ("CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business; and

B. CFX has been granted the power under Section 348.754(2)(m), Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and

C. CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of Contractor to provide Management Consulting Services for CFX; and

D. On or about February 20, 2026, the Contractor and the State of Florida Department of Management Services (the "Department") entered into that certain State Term Contract No. 80101500-25-STC for Management Consulting Services (the "Underlying Contract"), a copy of which is attached hereto as Attachment "1" and incorporated herein by reference; and

E. The Underlying Contract between the Contractor and the Department was procured through a competitive solicitation and bidding process, which process is substantially similar to that required by CFX, and included a Request for Proposals and sealed proposals from other contractors; and

F. Competitive bids seeking qualified contractors to perform Management Consulting Services on behalf of CFX was not required because the Contractor has the existing Underlying Contract, which was awarded through a competitive bidding process, for the same Management Consulting Services to be provided hereunder, and CFX has decided to contract with Contractor for the performance of Management Consulting Services described herein under the same conditions previously negotiated by the Department; and

G. the Contractor agrees to provide Management Consulting Services under substantially the same terms

and conditions as included in the Underlying Contract subject to the additional terms and conditions detailed below.

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Contract, and intending to be legally bound by this Contract, the Parties agree that the foregoing recitals are true, correct, and incorporated herein as part of this Contract, and further agree as follows:

Section 1. Adoption of Underlying Contract

A. Under CFX Code § 10.11, CFX hereby agrees to procure Management Consulting **Services** from Contractor through the competitively solicited **Underlying Contract**.

B. 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

Section 2. 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 **11/30/2028**, unless otherwise terminated by CFX. To the extent that the Underlying Contract is renewed or extended by Contractor and State of Florida, Department of Management Services, CFX and Contractor may agree to additional renewals or extensions by mutual agreement. The period beginning on the Effective Date and ending on the termination or expiration of this Contract, inclusive of any renewals or extensions hereto, shall be referred to as the **"Contract Term"**.

Section 3. Amendments. The Underlying Contract is hereby amended as follows:

A. All references to "State of Florida Department of Management Services", the "Department of Management Services", or the "Department" found in the Underlying Contract, including in any attachments and exhibits thereto, shall be stricken and replaced with "Central Florida Expressway Authority" or "CFX".

B. To the extent that any Department 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.

C. Section 4 of the Underlying Contract regarding the Primary Contact for the Department shall be stricken and replaced with the following:

CFX's Contract Manager:
Rafael Millan
Director of IT
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Telephone: (407) 690-5131
Email: Rafael.Millan@CFXway.com

D. 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**".

Section 4. Compensation. Notwithstanding any provision to the contrary in the Underlying Contract:

A. CFX will pay Contractor a maximum amount not to exceed amount of **$1,517,711.00** (**"Not to Exceed Contract Amount"**) at the rates outlined in Exhibit "C" of the Underlying Contract, for actual performance provided and received; and

B. Invoices must be submitted to CFX electronically to: Billing@CFXway.com in detail sufficient for proper pre-audit and post audit thereof.

Section 5. Conflicts of Interest.

A. 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.

B. The Contractor acknowledges that it meets the definition of "Consultant" under the CFX Code of Ethics, that it has read the CFX's Code of Ethics, and, to the extent applicable, Consultant will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

i. As required by Section 348.753(8), Florida Statutes, and CFX's Code of Ethics, Contractor understands that completion of **CFX-110: Potential Conflict Disclosure Form** is a precondition to the execution of the Contract and payment by CFX hereunder. For the full Contract Term, Contractor shall submit a revised **CFX-110: Potential Conflict Disclosure Form** to CFX: **(i)** at the time of entering this Contract; **(ii)** annually, not later than July 1st; and **(iii)** promptly upon the occurrence of an event that would require disclosure. CFX reserves the right to withhold payment and/or terminate this Contract for cause should Contractor fail to timely file such potential conflict disclosure

forms.

ii. Contractor shall use CFX's most current version of the **CFX-110: Potential Conflict Disclosure Form**, which CFX will provide to Contractor annually and will otherwise be available by request from the CFX Procurement Department.

Section 6. Insurance.

A. 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.

B. 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

C. 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.

D. 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.

E. 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.

F. 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.

Section 7. Indemnification. To the extent that Contractor indemnifies and/or holds harmless the Department 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.

Section 8. 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.

Section 9. Notices. Notwithstanding any provision to the contrary in the Underlying Contract, whenever either Party desires to give notice under this Contract unto the other it must be given by written notice sent by registered or certified United States mail with return receipt requested, addressed to the Party to whom it is intended, at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to wit:

TO CFX: Central Florida Expressway Authority
Attn: IT Director
4974 ORL Tower Road, Orlando, Florida 32807

AND

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

TO CONTRACTOR: AECOM Technical Services, Inc.
Attn: Jeff Blazowski, PE
N. Orange Ave, Suite 750, Orlando, Florida 32801

Section 10. Florida Vendor Eligibility Forms

A. 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:

i. **CFX-200: E-Verification Use and Registration Certification**

ii. **CFX-210: Certifications Regarding Vendor Eligibility**

iii. **CFX 220: Human Trafficking Affidavit**

iv. **CFX-230: Common Carrier Attestation**

v. CFX**-240: Foreign Countries of Concern Affidavit**

B. 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.

Section 11. Independent Contractor

A. 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.

B. 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.

C. 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.

Section 12. 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.

Section 13. General Provisions

A. Assignments and Successors

i. 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.

ii. 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.

B. **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.

C. **Construction and Representations.** Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this 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.

D. **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.

E. **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.

F. **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.

G. **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.

H. **Jury Waiver.** To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Services hereunder, which may be brought by either of the Parties.

I. **Modification.** Unless otherwise expressly provided for herein, no modification of this Contract shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party.

J. R**emedies.** 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

K. **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.

L. **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.

M. **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.

N. **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.

O. **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.

Section 14. 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 Contract: CFX, signing by and through its undersigned signatory, authorized to execute the same by Board Action on 08/13/2026, and Contractor signing through its undersigned signatory, duly authorized to execute same.

AECOM TECHNICAL SERVICES, INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

Reviewed for legal form for the exclusive reliance of CFX.

By: _____

☐ Cristina T. Berrios, General Counsel

☐ Jacob C. McMahon, Assistant General Counsel

Date: _____

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

State Term Contract
No. 80101500-25-STC
For
Management Consulting Services

This State Term Contract No. 80101500-25-STC ("Term Contract") is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **AECOM Technical Services, Inc.** ("Contractor") with its principal place of business located at 300 South Grand Avenue, 9th Floor, Los Angeles, California 90071; collectively referred to herein as the "Parties."

WHEREAS, the Department issued a competitive solicitation for Management Consulting Services; and

WHEREAS, the Contractor was awarded as a result of such competitive solicitation.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The initial term of the Term Contract shall be for three years. The Term Contract will become effective on December 1, 2025 or on the date signed by all Parties, whichever is later. The Term Contract shall expire on November 30, 2028 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

a) This contract document
b) Exhibit A, Scope of Work
c) Exhibit B, Enterprise Standard Terms and Conditions
d) Exhibit C, Price Sheet

3. Purchases off this Term Contract.

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere

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to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 412-2721
Email: Christia.Nunnery@dms.fl.gov

Contractor's Contract Manager:
Jennifer Lyons
AECOM Technical Services, Inc.
390 North Orange Avenue
Orlando, Florida 32801
Telephone: (407) 284-4788
Email: Jennifer.Lyons@aecom.com

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

DocuSigned by:
By: Tom Berger
4810BB6123514E1...

Name: Tom Berger

Title: Interim Secretary

Date: 2/20/2026 | 7:47 AM EST

Contractor:
AECOM Technical Services, Inc.

DocuSigned by:
By: Jennifer Lyons
B30B0E5A950F4B3...

Name: Jennifer Lyons

Title: Vice President

Date: 2/19/2026 | 9:05 AM EST

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

EXHIBIT A
SCOPE OF WORK

1. PURPOSE

To provide Customers with Mangagement Consulting Services on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Exhibit B, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Business Network – The Business Network (formerly known as Ariba Network) is an online marketplace that connects Vendors and buyers for solicitations collaboration and purchasing transactions. A Business network account is required to submit responses to electronic solicitations.

Character – Every letter, number, punctuation mark, symbol, special character, regular space, non-breaking space, tab, other white space, and space typed.

Contract – The written agreement between the Department and the Contractor for Management Consulting Services.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Term Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters a Contract with the Department as a result of this solicitation.

Customer – A State agency or Eligible User.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Hourly Rate – The maximum amount charged per hour of work performed, as submitted by Respondent on Exhibit C, Price Sheet.

Management Consulting Services - The nine categories of services contemplated within this Term Contract: Organizational Strategy Development; Project Management Consulting; Program Research, Planning, Analyses, Scenarios, Reports, and Evaluations Consulting; Executive Leadership Development and Customized Training; Policy, Program, Regulation, and Development Consulting; Process and Productivity Improvement and Advisory Assistance Consulting; Litigation Consulting; Systems Alignment and Consolidation Support; and

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Comprehensive Grants Management Services for Federal Disaster and Emergency Assistance Programs.

Order – Written agreement between the Customer and Contractor which establishes the services agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

Project-Based Pricing – A negotiated flat fee charged for completion of an entire project, including all associated deliverables comprising the project.

Response Block – Text field on Attachments L through L9 "Response Goes Here" where Respondents provide Technical Proposal responses to Prompt 1 Experience and Prompt 2 Proposed Solution.

Service Category(ices) – A group of Management Consulting Services that is described in this Scope of Work.

State – The State of Florida

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

Vendor – As defined in Rule 60A-1.001, F.A.C.

3. SCOPE OF WORK

3.1 Description of Scope

The Management Consulting Services available through this Term Contract are classified under the following Service Categories: Organizational Strategy Development; Project Management Consulting; Program Research, Planning, Analyses, Scenarios, Reports, and Evaluations Consulting; Executive Leadership Development and Customized Training; Policy, Program, Regulation, and Development Consulting; Process and Productivity Improvement and Advisory Assistance Consulting; Litigation Consulting; Systems Alignment and Consolidation Support; and Comprehensive Grants Management Services for Federal Disaster and Emergency Assistance Programs.

Services will be provided on an as-needed basis with no guaranteed or minimum spend under a new Contract. The Customer-specific Scope of Work ("CSOW" or "Customer SOW") will be determined and agreed upon by the Customer and the selected Contractor as set forth in the Customer Contract or Order.

3.2 Service Categories

Service Category Number	Service Category Name	Service Category Description
Service Category 1	Organizational Strategy Development	Conduct internal and external audits to gain a clear understanding of the organization, set vision and goals, determine accountability, priorities and

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		objectives, provide areas of improvement and adjustments, determine and implement organization strategy, and evaluation.
Service Category 2	Project Management Consulting	Assisting Customers with the process of planning, organizing, and managing resources to achieve a specific goal or outcome within defined constraints such as scope, time, and budget. This may also involve planning and management related to the oversight of information technology projects.
Service Category 3	Program Research, Planning, Analyses, Scenarios, Reports, and Evaluations Consulting	Assessing, designing, and optimizing organization programs or initiatives. This includes conducting research, developing strategic plans, analyzing performance, and providing data-driven evaluations to improve effectiveness and outcomes. This may involve reviewing the current state of an existing program, defining clear objectives, and assessing whether the program is achieving desired outcomes and addressing key needs.
Service Category 4	Executive Leadership Development and Customized Training	Specialized in developing leadership skills, these consultants work with individuals, teams, or organizations to enhance their leadership capabilities. This involves designing and implementing training programs to enhance employee skills and organizational performance supporting Customer's goals and ensuring alignment with strategic priorities. Focusing on preparing for leadership transitions, ensuring continuity and stability in key positions through a personalized, confidential, and collaborative process.
Service Category 5	Policy, Program, Regulation, and Development Consulting	Assessing the effectiveness of programs or initiatives through data-driven reports and evaluations. Providing support in the creation, drafting, or refinement of policies and regulations that guide actions, decisions, and procedures within the Customer's organization, ensuring alignment with legal, ethical, and strategic goals.
Service Category 6	Process and Productivity Improvement and Advisory Assistance Consulting	Assisting Customers identify and implement strategies to optimize workflows, improve efficiency, and

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		enhance service quality, leading to better outcomes. Provides guidance, strategic advice, and practical support to assist the organization effectively plan, implement, or enhance business programs or initiatives.
Service Category 7	Litigation Consulting	Provide specialized analysis, testimony, and advisory support in legal disputes, claims, or formal cases. These services may include evaluating business practices, assessing financial and operational impacts, preparing expert reports, and offering courtroom testimony to support case arguments with professional insights and industry expertise.
Service Category 8	Systems Alignment and Consolidation Support	Assisting Customers integrate and streamline diverse systems and processes to support enhanced efficiency, reduce costs, and improve performance.
Service Category 9	Comprehensive Grants Management Services for Federal Disaster and Emergency Assistance Programs	Providing expert support in grants management, including grant writing, application preparation, compliance, and financial reporting while ensuring full adherence to federal and state regulations.

3.3 Job Titles and Duties

The following sections describe the minimum duties of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with Management Consulting Services pursuant to the Customer-specific Scope of Work as set forth in the Customer's Order. Customers may supplement these duties in their Customer SOWs, provided the duties do not exceed or conflict with this Scope of Work. The necessary experience for a job title must be related to the Service Category(ides) sought by the Customer.

Principal Consultant*:* A minimum of ten (10) years' experience in duties associated with Management Consulting Services is required for Principal Consultant positions. Duties of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer.
- Providing senior-level interface with the Customer and managing daily operations.
- Ensuring the timely performance and completion of all obligations under the Customer Order.
- Organizing and directing the overall performance of the Customer Order.
- Possessing the authority to make binding decisions on behalf of the Contractor.
- Formulating organizational strategy and directing major strategic initiatives.
- Ensuring that goals and objectives are accomplished within budgetary parameters.
- Developing and maintaining Customer relationships.

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

- Assisting on large, complex, or multi-discipline engagements.
- Allocating financial and human resources and material assets.
- Formulating and enforcing work standards.
- Participating in the design phase of tasks and ensuring their successful execution.

2. **Senior Consultant***:* A minimum of eight (8) years' experience in duties associated with Management Consulting Services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

   - Managing the day-to-day operations.
   - Ensuring the quality and timely completion of projects or services.
   - Providing technical and subject matter expertise in accordance with the Customer SOW.
   - Participating as a senior team member providing high-level consulting services.
   - Planning, organizing, and executing tasks in successful delivery of projects or services.
   - Developing and defining strategic visions.
   - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks.
   - Providing Customer interface in accordance with the Customer SOW.
   - Possessing authority and responsibility for the execution of Customer SOWs.
   - Planning, organizing, and overseeing all subordinate work efforts.
   - Ensuring quality standards and work performance in accordance with the Customer SOW.
   - Organizing, directing, and managing support services.

3. **Consultant***:* A minimum of five (5) years' experience in duties associated with Management Consulting Services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

   - Applying administrative, consultative, and technical expertise in accordance with the Customer SOW.
   - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services.
   - Interfacing with the Customer on a day-to-day basis to ensure timely delivery of projects or services.
   - Applying a broad set of management skills and technical expertise as a project leader.
   - Providing solutions through analysis.
   - Directing subordinates in the completion of task orders.
   - Organizing, directing, and managing support services.
   - Assigning tasks and overseeing projects or other services in accordance with the Customer SOW.
   - Directing activities in accordance with the Customer SOW.
   - Training Customer personnel through formal classroom courses, workshops, or seminars.

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4. **Junior Consultant***:* A minimum of three (3) years' experience in duties associated with Management Consulting Services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

    - Applying a broad set of subject matter and technical expertise.
    - Directing projects or services within the estimated timeframes and budget constraints in accordance with the Customer SOW.
    - Organizing, directing, and managing support services.
    - Serving as a member of a team performing mid-level assignments.
    - Providing solutions through analysis.
    - Conducting Customer training through formal classroom courses, workshops, and seminars.

5. **Project Analyst***:* A minimum of six (6) months' experience in duties associated with Management Consulting Services is required for Project Analyst positions. The functional responsibilities of this position may include, but are not limited to:

    - Providing project support services to implementation teams and senior staff.
    - Conducting project-related research.
    - Compiling and tracking analysis of project data.
    - Assisting in the analysis of solution requirements.
    - Developing project documentation.
    - Independently planning and executing project tasks and activities in accordance with the Customer SOW.

6. **Program and Administrative Support***:* The functional responsibilities of this position may include, but are not limited to:

    - Coordinating and providing administrative support services to Contractor staff and Customer.
    - Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks.
    - Providing graphics and editorial support services and desktop publishing services.
    - Maintaining version control of project documents.
    - Providing direct support to consulting and project analyst staff, including supporting the development of all deliverables.

3.4 Customer-specific Scope of Work

Customers shall develop a Customer SOW which establishes tasks, deliverables, specific positions, and preferences for the requested Service Category and service, service level, education qualification, and experience required to fulfill the Order. The Customer shall include the Customer SOW in the Request for Quote issued to the Contractors, and the Customer SOW shall be incorporated into any Order issued by the Customer. Customers are permitted to request terms and conditions which supplement those contained in this Contract. The Customer SOW may include, but is not limited to the following information:

- Statement of purpose
- Customer-specific deliverables
- Customer-specific criteria for completion related to tasks, project duties, and deliverables
- Customer-specific project job duties

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

- Preferred qualifications and experience of the individuals or organization performing services which may include resumes and references
- Required tasks and deliverables
- Anticipated timelines to complete the project or deliverables
- Contractor responsibilities
- Customer-specific financial consequences for non-performance
- Customer-specific payment terms
- Customer-specific terms and conditions

3.5 Customer Preferences

The following are non-exhaustive examples of Customer preferences which may be required by the Contractor and its personnel. Any Customer preferences will be listed in the Customer SOW or Request for Quotes.

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing proposed Services to Federal or State of Florida entities. Knowledge of Federal and state grant requirements, including laws, rules, and regulations

3.6 Pricing

Exhibit C, Price Sheet shall include the Contractors maximum Hourly Rates by job title for the initial and renewal terms of the Contract. The Customer and Contractor may negotiate a lower Hourly Rate in the Customer's SOW. The maximum Hourly Rate shall include all applicable costs for providing proposed Services. Hourly Rates submitted by the Contractor shall be in compliance with all federal, state, and local labor laws.

The Contractor shall not begin work on any services that will exceed the Customer's specified budget or Order without written approval from the Customer.

3.6.1 Project Based Pricing

Customers may request Project-Based Pricing to accomplish tasks and deliverables that include more complex requirements. Customers who choose to use a Project-Based Pricing model are not exempt from the requirements listed in the Request for Quote Requirement section, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected Contractor. Customers shall use maximum Hourly Rates or Project-Based Pricing, but not both. Project-Based Pricing is intended to provide predictability and a discount to Customers relative to the maximum Hourly Rates. Under no circumstances shall a Project-Based Price be permitted to be greater than the Hourly Rates. Project-Based Pricing should be fully detailed in the Customer SOW.

3.6.2 Contractor's Performance of Off-Site Work

The Hourly Rates provided in the Contractor's price sheet are contemplated for Management Consulting Services that are performed at the Customer's physical work location.

Any off-site work performed by the Contractor under this Contract must be authorized in writing by the Customer prior to the Contractor's commencement of the off-site work. Authorized off-site work must be in direct support of the Management Consulting Services outlined in the Customer SOW. The Customer may negotiate lower pricing for any

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

Management Consulting Services performed off-site.

3.6.3 Reimbursement for Travel Expenses

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and will be reimbursed only in accordance with section 112.061, F.S. Any reimbursable travel expenses should be fully detailed in the Customer's SOW. If travel is authorized by the Customer, payment for travel expenses shall be made on the basis of actual allowable costs incurred as authorized and approved by the Customer. Allowable costs should be task related and not include items normally associated with overhead, which are part of the billable Hourly Rates.

3.6.4 Price Adjustments

The Contractor shall provide initial and renewal term Hourly Rate pricing as provided to the Department in Exhibit C, Price Sheet. The Department will not allow for price increases throughout the life of the Contract unless specified in the renewal pricing submitted by the Contractor. Price decreases are allowable.

3.7 Contractor's Administrative Responsibilities

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer Orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel. The Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the requirements of the Customer Order to which they are assigned.
- Ensuring personnel know their management chain, adhere to Contractor policies, and exhibit professional conduct to perform in the best interest of the Customer.
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer.
- Regularly assessing personnel performance and providing feedback to improve overall task performance.
- Ensuring high quality results are achieved through task performance.

3.8 Contractor Warranty

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

3.9 Routine Communication

All routine communications related to the Contract shall be directed to the Department's assigned Contract Manager. Routine communications may be by email, regular mail, or telephone. If any of the Contractor's contact information changes during the life of the Contract, the Contractor shall notify the Department's Contract Manager, and such updates do not necessitate a formal

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

amendment to the Contract. Communications relating to a Customer's Contract or Order should be addressed to the contact person identified in the Customer's Contract or Order.

3.10 Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Services supplied are compliant with the Term Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Services ordered by the Customer are fully compatible with each other and with any associated pre-existing Services possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's Order shall indicate that the Contractor agrees to deliver a Service(s) that is fully compliant and compatible with the Customer's Order requirements, specifications, terms, and conditions.

3.11 Request for Quotes Requirement

Customers shall use a Request for Quotes in accordance with sections 287.056(2) and 287.0591, F. S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

3.12.1 Minimum Number of RFQ Issued by Customer

Pursuant to sections 287.056(2) and 287.0591(5), F.S., the Customer must ensure that an RFQ is issued to a minimum of 25 awarded Contractors (or all awarded Contractors, if fewer than 25) that are available under the Contract and that are authorized to provide the type of Management Consulting Services being requested.

3.12.2 Request for Quote Format

The specific format of the RFQ is left to the discretion of the Customer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

3.12 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No Orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing Products (i.e., line items) in the purchase order. An Order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the Order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN
   This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

3.13 Financial Consequences

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late

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Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

3.14 Artificial Intelligence (AI) Technology

For purposes of this section 3.14, "AI Technology" is defined as any and all machine learning, deep learning, and other AI Technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI tools, agents, or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

Except and only to the extent that AI Technology and its use is specifically described elsewhere in this Contract or Customer's Purchase Order, or is otherwise approved in writing by the Department or Customer, the Contractor shall ensure that:

a) no service or deliverable includes or depends in any way on AI Technology;
b) the operation and use of any service or deliverable in accordance with this Contract or resulting Customer Order, including any specifications and documentation, does not require the use of AI Technology; and
c) no Department or Customer Data shall be inputted or utilized by AI Technologies.

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Exhibit B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment**. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will 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. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

Docusign Envelope ID: 3DB9BB8C-AC96-4BD8-B62B-23881A2ECBA6

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

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Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

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subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

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In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

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Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department 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 Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

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12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

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upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

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- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

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1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

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SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

CONSENT AGENDA ITEM #19

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Contract Award to Advance Roofing, Inc. d/b/a Advanced Green Technologies for Systemwide Maintenance of Photovoltaic Infrastructure, Contract No. SCON-10000434

A Request for Proposals for the above referenced project was advertised on April 20, 2026. Two (2) responses were received by the May 28, 2026 deadline. The responding firms were Advance Roofing, Inc. d/b/a Advanced Green Technologies and Alternative Energy Services, Inc. Alternative Energy Services, Inc. was deemed non-responsive to the requirements.

The Evaluation Committee, after reviewing the proposal, met on June 4, 2026, and prepared its final ranking. The results are shown below:

Ranking	Firm
1	Advance Roofing, Inc. d/b/a Advanced Green Technologies

The Director of Procurement approved the ranking and authorized staff to enter into negotiations.

The work to be performed includes preventive maintenance and repair services for CFX's photovoltaic systems.

Board approval of the contract award to Advance Roofing, Inc. d/b/a Advanced Green Technologies in the amount of $625,040.00, for a three-year term with two one-year renewal options, is requested.

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

Reviewed by:

Bryan Homayouni, PE
Director of ITS

Glenn Pressimone, PE
Chief of Infrastructure

Outlook

Notification of Approval of Final Ranking and Authorization for Negotiations for Systemwide Maintenance of Photovoltaic Infrastructure, Solicitation No. 260401

From Zulay Millan <Zulay.Millan@cfxway.com>
Date Thu 6/18/2026 2:02 PM
To Zulay Millan <Zulay.Millan@cfxway.com>
Cc Lisa Lumbard <Lisa.Lumbard@cfxway.com>; Michelle Maikisch <Michelle.Maikisch@cfxway.com>; Mimi Lamaute <Mimi.Lamaute@cfxway.com>; Robert Johnson <Robert.Johnson@cfxway.com>; Rolando Melo <Rolando.Melo@CFXway.com>

1 attachment (245 KB)
260401 Eval Minutes - BD Notfication.pdf;

Good Afternoon Board Members,

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

A Request for Proposals for Systemwide Maintenance of Photovoltaic Infrastructure; RFP No. 260401, was advertised on April 20, 2026.

Two (2) responses were received by the May 28, 2026 deadline. Those firms were:

- Advance Roofing, Inc. d/b/a Advanced Green Technologies
- Alternative Energy Services, Inc.

On June 4, 2026, the Evaluation Committee, after reviewing the proposals prepared its final ranking. The results are shown below:

- Advance Roofing, Inc. d/b/a Advanced Green Technologies — Rank 1 (High-Ranking Proposer)
- Alternative Energy Services, Inc. — Deemed Non-Responsive

As authorized by the procurement policy, I approved the final ranking and directed staff to begin negotiations with the top ranked firm. Minutes for the meeting are attached hereto. 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.

Zulay Millan, NIGP-CPP, CPPO, CPPB, FCCM
Director of Procurement

Central Florida Expressway Authority
a. 4974 ORL Tower Road, Orlando, FL 32807
e. Zulay.Millan@cfxway.com
o. (407) 690-5371

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
Evaluation Committee Meeting

Systemwide Maintenance of Photovoltaic Infrastructure
Solicitation No. 260401

The Central Florida Expressway Authority held a duly noticed Evaluation Committee meeting for the subject solicitation on Thursday, June 4, 2026, at 10:01 A.M. ET in the Sandpiper Conference Room at CFX Administration Bldg., Orlando, Florida.

Committee Members Present:
Dalita Singh, TSM&O Project Manager
Bryan Homayouni, Director of Intelligent Transportation Sys.
Brent Dustin, Resident Engineer
Bryce Rainey, Director of Maintenance
Malaya Bryan, Director of Business Opportunities (Via Teams)

Other Attendees:
Robert Johnson, Senior Manager of Procurement
Rolando Melo, Senior Manager of Procurement
Diane McClary, Procurement Analyst (Via Teams)

Discussion and Motions:
Robert Johnson called the meeting to order, began the meeting with introductions of the Committee members. Robert then stated that we had received two proposals, but only one was deemed responsive, the other, Alternative Energy Services Inc., was deemed non-responsive due to not meeting the qualification requirements. Robert then opened the floor for discussions. After discussion, the committee members individually completed their scoring sheets and submitted them for tabulation. Robert then opened the Price Proposal for the committee's review and comment. Bryan stated the prices were in line with what we are currently paying for the services. The amount of the proposal is $625,040.00.

The ranking is as shown:

Firms	Evaluation	Ranking
Advance Roofing, Inc. d/b/a Advanced Green Technologies	82.4 Points	

In accordance with the CFX Procurement Policy, approval to accept the ranking and authorize negotiations was conveyed by the Sr. Manager of Procurement as a duly authorized delegate of the Director of Procurement. The committee unanimously agreed the Proposer, Advance Roofing, Inc. d/b/a Advanced Green Technologies be recommended award at the August Board meeting. There being no further business to come before the Committee, the meeting was adjourned at 10:12 A.M. ET. These minutes are the official minutes of the Evaluation Committee.

Submitted by: _____
Robert Johnson, Senior Manager of Procurement

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

_____
Dalita Singh, TSM&O Project Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SOLICITATION NO. 260401
SYSTEMWIDE MAINTENANCE OF PHOTOVOLTAIC INFRASTRUCTURE
NOTICE OF INTENT TO AWARD

Public Meeting Date: June 4, 2026

		Committee Member	Rank
		SCORES	*(Ordinal)*
Advanced Roofing, Inc., d/b/a Advanced Green Technologies	*Dalita Singh, TSM&O Project Manager*	90	**1**
	Bryan Homayouni, Director of Intelligent Transportation Sys.	79	
	Brent Dustin, Resident Engineer	76	
	Bryce Rainey, Director of Maintenance	83	
	Malaya Bryan, Director of Business Opportunities	84	
	Average Score:	***82.4***	

RECOMMENDATION	Negotiation in order of ranking, as follows: Advanced Roofing, Inc., d/b/a Advanced Green Technologies(High-Ranking Proposer)

Robert Johnson,
Senior Manager of Procurement

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

ADVANCED ROOFING, INC. D/B/A ADVANCED GREEN TECHNOLOGIES

SYSTEMWIDE MAINTENANCE OF PHOTOVOLTAIC INFRASTRUCTURE

CONTRACT NO. SCON-10000434

CONTRACT AMOUNT: $625,040.00

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, PRICE PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, PRICE PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

SYSTEMWIDE MAINTENANCE OF PHOTOVOLTAIC INFRASTRUCTURE

CONTRACT NO. SCON-10000434

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Title	Page
CONTRACT	1 to 28
EXHIBIT "A" – SCOPE OF SERVICES Attachment "A" – Construction Plans and Shop Drawings (Exempt) Attachment "B" – Example Daily Device Checklist Attachment "C" – Sample Work Order Form Attachment "D" – Spare Parts Inventory Attachment "E" – CFX Contractor Security Policy	
EXHIBIT "B" – METHOD OF COMPENSATION	MC1 to MC6
EXHIBIT "C" – PRICE PROPOSAL	
EXHIBIT "D" – TECHNICAL PROPOSAL	
EXHIBIT "E" – POTENTIAL CONFLICT OF INTEREST FORM	1 to 8

Contract No. SCON-10000434

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

ADVANCED ROOFING, INC. D/B/A ADVANCED GREEN TECHNOLOGIES

regarding

SYSTEMWIDE MAINTENANCE OF PHOTOVOLTAIC INFRASTRUCTURE

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 **ADVANCED ROOFING, INC. D/B/A ADVANCED GREEN TECHNOLOGIES** (**"Contractor"**), a Florida Profit corporation, with its principal place of business located at 1950 NW 22nd Street, Fort Lauderdale, Florida 33311, 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:

WHEREAS, CFX was established and created pursuant to Florida Statures, Sections 348.751 – 348.765, 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 Florida Statutes, Section 348.754(2)(m), "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" **and**

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Systemwide Maintenance of Photovoltaic Infrastructure under Contract No. SCON-10000434, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about April 19, 2026, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the sole qualified firm that responded to the Request for Proposals and was ultimately selected; **and**

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing Systemwide Maintenance of Photovoltaic Infrastructure as detailed in the Addendum to the Scope of Services attached as Exhibit "A1" and incorporated by reference as though set forth fully herein. [Add an addendum to the Scope of Services to address any additional work not mentioned in the original Scope of Services]

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (1) one-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to

perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR’s default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the

remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

3.2 The not to exceed Contract Amount for the Initial Contract Term is $625,040.00 as defined in the Price Proposal attached hereto as **Exhibit "C"** and Technical Proposal attached hereto as **Exhibit "D"** incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall mean any and all records, documents, information, communications, and data, regardless of the format or method of storage (physical, electronic, or other), related to the CONTRACTOR's performance of this Contract and shall include without limitation any and all writings, working papers, drafts, invoices, financial reports, field notes, charts, or any other data compilations, books of account, photographs, video recordings, audio recordings, supporting documents, and any other papers or data in whatever form.

(ii) "Proposal Records" shall mean any and all records, documents, information, and data, regardless of the format or method of storage (physical, electronic, or other), used by CONTRACTOR in determining labor, unit price, or any other component of a solicitation response submitted by CFX and shall include without limitation writings, working papers, charts or other data compilations that contain or reflect information, data or calculations, as well as any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies, and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

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

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

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

4.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii)

expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

4.6 The obligations in Section 4.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

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

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the

Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "E."**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

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

7. SMALL BUSINESS ENTERPRISE (SBE)

CFX has adopted a program to provide opportunities for small business, including SBE and/or the Emerging Business Initiative (EBI). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of SBE/EBIs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company.

No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VIII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 Commercial Automobile Liability:

(for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 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.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

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

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.5 Performance Bond with Limited Term:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract ($625,040.00/3 years). This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The initial term of the bond shall be from October 24, 2026 through October 23, 2027. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the Performance and Payment Bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

9. CONTRACTOR RESPONSIBILITY

9.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the SOP, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the plazas or in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

10. INDEMNITY

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

10.1 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.3 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.4 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.5 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.7 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied

in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Technical Manager and Project Administrator (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

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

If, during the term of this Contract and any renewals hereof, the CONTRACTOR desires or intends to provide payment to a subcontractor, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the CONTRACTOR to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00, the CONTRACTOR shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by the CONTRACTOR under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the CONTRACTOR may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

CFX shall not be responsible to CONTRACTOR for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

19. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

20. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. GOVERNING LAW AND VENUE

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in

Section 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be

adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

28. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and

subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

29. FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

29.1 E-Verification

A. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor/Consultant hereby represents, warrants, and certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor/Consultant.

B. Contractor/Consultant additionally hereby acknowledges the responsibilities and obligations of both Contractor/Consultant and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor/Consultant obtains and maintains affidavits from each of its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and (2) the right of CFX to unilaterally and immediately terminate this Contract for Contractor/Consultant's failure to comply with the applicable provisions of Section 448.095(5) and to impose upon Contractor/Consultant any additional costs incurred by CFX resulting from such termination.

29.2 Public Entity Crimes

Contractor/Consultant hereby represents, warrants, and certifies that: (1) neither Contractor/Consultant, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor/Consultant, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (2) Contractor/Consultant has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list; and (3) Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

29.3 Scrutinized Companies

A. Contractor/Consultant hereby represents, warrants, and certifies to the following: (1) Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of

Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith; and (2) Contractor/Consultant is not on Florida's "Scrutinized Companies that Boycott Israel List" created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel.

B. If the Contract value meets or exceeds $1,000,000.00, then Contractor/Consultant hereby additionally represents, warrants, and certifies that: (1) Contractor/Consultant is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes, and (2) Contractor/Consultant is not engaged in business operations in Cuba or Syria.

C. In accordance with Section 218.135, Florida Statutes, CFX shall have the option to terminate this Contract and shall have the right to, notwithstanding anything to the contrary in this Contract, pursue all remedies available to it in equity and at law, if: (1) either of the above certifications are found to have been false; (2) Contractor/Consultant is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor/Consultant becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

29.4 Discriminatory Vendors and Anti-Trust Violators

Contractor/Consultant hereby represents, warrants, and certifies that entering into this Contract will not violate either Section 287.134, Florida Statutes, or Section 287.137, Florida Statutes. In accordance with such sections of Florida law, Contractors that have been placed on either the discriminatory vendors list, the antitrust violator vendor list, or both: (1) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (2) may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; (3) may not submit bids, proposals, or replies on leases of real property to a public entity; (4) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (5) may not transact business with any public entity.

29.5 Countries of Foreign Concern

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Section 287.138, Florida Statutes, regarding contracting with foreign countries of concern and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.

B. If this Contract will in any manner give Contractor/Consultant access to any individual's personal identifying information, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall submit to CFX an affidavit signed by an officer or representative of Contractor/Consultant under penalty of perjury attesting that Contractor/Consultant does not meet any of the following criteria: (a) Contractor/Consultant is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in Contractor/Consultant; or (c) Contractor/Consultant is organized under the laws of or has its principal place of business in a foreign country of concern. For the purposes of this decision, the definition of "foreign county of concern", "controlling interest", "governmental entity", are as provided in Section 287.138(1).

(2) Contractor/Consultant hereby acknowledges that the Florida Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates Section 287.138, Florida Statutes, and that the penalties for such violation may include any provided for in Section 287.138(5), including without limitation: (a) a civil penalty equal to twice the amount of the contract for which the entity submitted a bid or proposal for, replied to, or entered into; and (b) ineligibility to enter into, renew, or extend any contract, including any grant agreements, with any governmental entity for up to 5 years. CFX shall additionally have the option to terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

29.6 Common Carrier

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant has read and reviewed the provisions, requirements, and prohibitions of Section 908.111, Florida Statutes, regarding contracting with common carriers and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.

B. If Contractor/Consultant meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall execute and submit to CFX an attestation in conformity with Sections 92.525 and 908.111(3), Florida Statutes, stating that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing

that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

(2) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

29.7 Human Trafficking

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

29.8 Incorporation of Florida Vendor Eligibility Provision Forms

A. Either as part of the solicitation for this Contract, or as a precondition of this Contract, Consultant has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

CFX-200: E-Verification Use and Registration Certification
CFX-210: Certifications Regarding Vendor Eligibility
CFX 220: Human Trafficking Affidavit
CFX-230: Common Carrier Attestation
CFX-240: Foreign Countries of Concern Affidavit

B. All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason CONTRACTOR has not yet executed any such forms: (1) CONTRACTOR doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (2) any failure of CONTRACTOR to do shall be cause for termination of this Contract by CFX.

30. APPROPRIATION OF FUNDS

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

31. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of ITS Infrastructure

CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: Advanced Roofing, Inc. d/b/a Advanced Green Technologies
1950 NW 22nd Street
Fort Lauderdale, Florida 33311
Attn: Clinton A. Sockman

Advanced Roofing, Inc. d/b/a Advanced Green Technologies
1950 NW 22nd Street
Fort Lauderdale, Florida 33311
Attn: Sheldon Waby

EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Price Proposal
Exhibit "D" Technical Proposal

[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 13th day of August 2026, and Advanced Roofing, Inc. d/b/a Advanced Green Technologies, signing through its undersigned signatory, duly authorized to execute same.

ACCEPTED AND AGREED TO BY:

ADVANCED ROOFING, INC. D/B/A ADVANCED GREEN TECHNOLOGIES

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Zulay Millan

Date: _____

Approved as to form only, for exclusive reliance upon by the Central Florida Expressway Authority only, on this ____ day of _____, 2026.

_____

Cristina T. Berrios, Deputy General Counsel

SCOPE OF SERVICES

TABLE OF CONTENTS

1.0 Introduction 3

1.1 Overview of Scope Items 3

1.1.1 Existing Systems 3

1.1.2 Future Systems 4

1.1.3 Additional PV System Components 5

1.2 Authority Observed Holidays 6

1.3 Business Hours 6

2.0 Maintenance Services 6

2.1 General Service Requirements 7

2.2 Staffing Requirements 8

2.3 Records Management Requirements 10

2.4 Meetings and Project Coordination 11

2.5 Concurrent Major Construction Contracts 12

3.0 Maintenance and Repair Work 12

3.1 Emergency Maintenance Work – Twenty-Four (24) Hour Response and Troubleshoot 12

3.2 Non-Emergency Maintenance Work – Seventy-Two (72) Hour Response and Troubleshoot 13

3.3 PV System Monitoring 13

3.4 PV Monitoring Software Dashboard 15

3.5 Work Assignment and Planning 15

3.6 Sub-Contractors 16

3.7 Correction of Deficiencies 17

4.0 General Maintenance Requirements of PV System Devices 17

4.1 Common Requirements 17

5.0 Spares 18

6.0 Preventive Maintenance 19

6.1 Description and Common Preventive Maintenance 19

6.2 PV System Preventive Maintenance 20

6.2.1 Battery Systems 20

6.2.2 Inverters 20

6.2.3 PV Modules 20

6.2.4 Module Optimizer 20

6.2.5 Combiner Boxes 21

6.2.6 Structural Components 21

6.2.7 Grounding Systems 21

6.2.8 Electrical Panels 21

6.2.9 Transformers 22

6.2.10 Surge Protection Devices (SPDs) 22

6.2.11 Junction Boxes, Wiring and Conduits 22

6.2.12 Labels and Signage 22

7.0 Maintenance of Traffic (MOT) 23

8.0 Project Administration 23

9.0 IEC 62446-2Project Records 24

10.0 Materials and Equipment 25

11.0 Access / Security to CFX Facilities 26

12.0 Additional Services 27

13.0 CFX Responsibilities 27

14.0 Compensation 27

15.0 Duration of Agreement and Renewal Option 28

1.0 INTRODUCTION

The Central Florida Expressway Authority, hereinafter referred to as "CFX," requires the maintenance services of a qualified firm, hereinafter referred to as the "Contractor," to ensure the operation of the CFX's Photovoltaic (PV) Systems.

1.1 Overview of Scope Items

The scope of this project will be for the Contractor to provide preventive maintenance and repair services to ensure optimal operation of the CFX's Photovoltaic (PV) Systems, per manufacturer recommendations. CFX's current and future PV System infrastructure and systems include, but is not limited to, the following:

1.1.1 Existing Systems

- Hiawassee Mainline Data Center
    - System Type: Grid-Tied
    - Total Capacity: 383.76 kW DC / 320 kW AC
    - PV Modules: Hyundai, 390 W per module, 984 modules
    - Inverters: Chint Power Systems (CPS), 125 kW, 1500 VDC Max input, 480 VAC output, 3 units
    - Combiner Boxes: Rated for 1500 VDC, with 15–20 A fuses, NEMA 4X enclosure, 3 units
    - Mounting Structure: Fixed Racking 2x6 Structure
        - Mounting Height – Nominal height of 10' to 11' Above Ground Level
    - Interconnection: Local utility grid

- Hiawassee Mainline Plaza (Co-Located with Data Center Array)
    - System Type: Grid-Tied
    - Total Capacity: 299.52 kW DC / 250 kW AC
    - PV Modules: Hyundai, 390 W per module, 768 modules
    - Inverters: CPS, 100 kW, 600 VDC input, 480 VAC output, 2 units
    - Combiner Boxes: Rated for 1500 VDC, with 15–20 A fuses, NEMA 4X enclosure, 1 unit
    - Mounting Structure: Fixed Racking 2x6 Structure
        - Mounting Height – Nominal height of 10' to 11' Above Ground Level
    - Interconnection: Local utility grid

- Coral Hills Mainline Plaza:
    - System Type: Grid-Tied
    - Total Capacity: 247.68 kW DC / 200 kW AC
    - PV Modules: Jinko, 430-450 W per module, 576 modules
    - Inverters: SolarEdge, 50 kW, 600 VDC input, 208 VAC 3-Phase output, 4 units
    - Optimizers: SolarEdge, rated for 1.1 kW per module, 296 units
    - Mounting Structure: Ground-mounted
        - Mounting Height – Nominal height of 3' to 4' Above Ground Level
    - Interconnection: Local utility grid

- SR 429 at MM 11.7 NB Dynamic Message Sign (DMS):

  - System Type: Grid-Tied
  - Total Capacity: 9.6 kW
  - PV Modules: LG, 400 W per module, 24 modules
  - Inverters: Schneider Electric, 6.8 kW, 48 VDC input, 240 VAC output, 1 unit
  - Battery Backup System: Lithium Iron Phosphate (LiFePO4), integrated battery management system, 48 VDC, 53.2 kWh capacity, NEMA 3R, upright, powder-coated aluminum enclosure
  - Mounting Structure: Custom floating racking system (Wet Pond)
  - Interconnection: Connected to DMS electrical system and local utility grid

- Curry Ford Mainline Plaza:
  - System Type: Grid-Tied
  - Total Capacity: 240.2 kW DC / 200 kW AC
  - PV Modules: ZNShine, 660 W per module, 364 modules
  - Inverters: CPS, 100 kW, rated for 1500 Vdc, Operating voltage 750-1450 VDC input, 480 VAC output, 2 units
  - Combiner Boxes: Rated for 1500 VDC, with 25 A fuses, NEMA 4X enclosure, 2 units
  - Mounting Structure: Custom floating racking system (Wet Pond)
  - Interconnection: Local utility grid

- Pine Hills Mainline Plaza:
  - System Type: Grid-Tied
  - Total Capacity: 308.9 kW DC / 250 kW AC
  - PV Modules: ZNShine, 660 W per module, 468 modules
  - Inverters: CPS, 100 kW, rated for 1500 Vdc, Operating voltage 750-1450 VDC input, 480 VAC output, 2 units
  - Inverters: CPS, 50 kW, rated for 1000 Vdc, Operating voltage 200-950 VDC input, 480 VAC output, 1 unit
  - Combiner Boxes: Rated for 1500 VDC, with 25 A fuses, NEMA 4X enclosure, 2 units
  - Mounting Structure: Custom floating racking system (Wet Pond)
  - Interconnection: Local utility grid

- Forest Lake Mainline Plaza:
  - System Type: Grid-Tied
  - Total Capacity: 237.6 kW DC / 200 kW AC
  - PV Modules: ZNShine, 660 W per module, 360 modules
  - Inverters: CPS, 100 kW, rated for 1500 Vdc, Operating voltage 750-1450 VDC input, 480 VAC output, 2 units
  - Combiner Boxes: Rated for 1500 VDC, with 25 A fuses, NEMA 4X enclosure, 2 units
  - Mounting Structure: Fixed-Tilt Ground Mount
    - Mounting Height – Nominal height of 3’ to 4’ Above Ground Level
  - Interconnection: Local utility grid

Refer to Attachment A for the as-built plans and shop drawing submittal for the existing systems.

1.1.2 Future Systems

Four (4) future PV systems with seven (7) total PV arrays are currently planned for construction along the future 4.4-mile long Lake-Orange County Connector (SR 516) that will connect US 27 to SR 429, located in Lake and Orange Counties. It is anticipated that the PV arrays will range in capacity, from 57kW to 235kW.

1.1.3 Additional PV System Components

PV Systems and infrastructure includes at a minimum the following components and maintenance services:

- Step-up/Step-down Transformers: 1-phase and 3-phase, rated up to 300 kVA, with primary voltage of up to 480 VAC primary and 208 VAC secondary.
- Surge Protection Devices (SPD): Type 1, rated for 1000 VDC and 600 VAC.
- Electrical Disconnects: Rated up to 1500 VDC, 480 VAC, 200 A, equipped with visible break and overcurrent protection.
- Grounding Systems: Compliant with National Electric Code (NEC) 250, including ground rods, grounding wires, and bonding connections.
- Racking Structural Supports: Wind load rating up to 150 mph, compliant with ASCE 7-16, corrosion-resistant galvanized steel.
- Cable and Conduit Systems: Conductors rated for 600–1500 V, with XHHW insulation or PV Wire, PVC and RGS conduits used for underground and above-ground installations.
- Lightning Protection Systems: UL 96A and NFPA 780 compliant, including air terminals, down conductors, and grounding electrodes.
- System Labels: UV-rated labels compliant with NEC for safety and maintenance.
- All electronic and communications system components associated with the PV System devices
- Proficiency in the use of PV Systems remote monitoring systems, which are needed to support maintenance and troubleshooting of the PV Systems, including (at a minimum):
    - Chint Power Systems
    - SolarEdge
    - Insight Cloud
    - AlsoEnergy/Powertrack
    - Other 3rd party monitoring systems (as approved by CFX)
- Software and Firmware updates to the remote monitoring software as recommended by the manufacturer

- Password updates

- Additional services as directed by the Contract Manager, or designated representative. This may include general support for the research, evaluation, and installation of demonstration equipment for new PV System technology, support for maintaining new PV System applications or support for other general PV System deployments.

All services described in the Scope of Services shall cover all existing and future PV System infrastructure deployed during the term of this agreement. This is a performance-based contract where the Contractor's compliance with this Scope of Services is evaluated periodically during the term of the Contract.

1.2 Authority Observed Holidays

The following holidays are observed by CFX. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the following day
- Christmas Eve
- Christmas Day

1.3 Business Hours

Central Florida Expressway Authority business office: 8:00 A.M. through 5:00 P.M., Monday through Friday.

2.0 MAINTENANCE SERVICES

Maintenance services shall be furnished for all elements deployed and or formally accepted by CFX and specifically identified as a contract maintenance item. The maintenance services described herein are intended to include all existing and proposed PV System devices.

Maintenance services for PV systems constructed after contract award shall commence only upon the following:

1. Formal written acceptance by CFX.
2. Issuance of written notice assigning O&M responsibility to the Contractor.
3. Agreement on applicable compensation through the existing pay items or a supplemental agreement.

Future systems shall not be included automatically without such written authorization.

2.1 General Service Requirements

General requirements for all services include:

- The Contractor shall coordinate all work with CFX's Contract Manager or designated representative. The Contractor shall comply with all physical security and network security policies of CFX and shall perform a background check on all maintenance staff associated with this project to assure they have no criminal background. The Contractor's maintenance staff shall wear clearly visible photo identification badges (format and content approved by CFX) to be easily identified by CFX's staff. All Contractor vehicles shall be labeled to include Company Name and/or Logo for identification while on CFX right of way. The Contractor shall also provide CFX with a list of employees who will require access to any Authority facilities and update the list immediately upon any change.

- The Contractor shall be familiar with common roadway and utility construction practices in the Central Florida area.

- The Contractor shall be responsible for managing all equipment damaged by vehicles, storms or other acts of God. This includes all tracking, photos, and coordination with CFX insurance recoup procedures. A spreadsheet shall be provided at each monthly progress meeting stating the status of any and all open insurance claims.

- The Contractor shall repair and troubleshoot equipment as needed, however, if a specific location proves troublesome with reoccurring issues, the Contractor shall not re-bill CFX to re-troubleshoot the same piece of equipment within a 30-day period.

- The Contractor shall follow Occupational Safety and Health Administration (OSHA) rules and regulations.

- From time to time, the Contractor will be required to install manufacturer recommended software and firmware updates and patches to servers and electronic or programmable/configurable components described in this Scope of Services. The Contractor shall monitor manufacturer bulletins regarding updates at least on a quarterly basis. A technician familiar with the operating systems and system administration software for these systems is required to perform these services. Software development will not be required.

- The Contractor shall provide software configuration and system administration changes as requested by CFX for the systems described in this Scope of Services. Examples of potential changes include modifying a user's permissions/priority level, adding new users, changing alarm notification settings, managing and updating PV System remote monitoring systems software. A technician familiar with the operating systems and system administration software for these systems is required to perform these services. It shall be the responsibility of the Contractor to become fully knowledgeable and proficient in use of all CFX provided software monitoring equipment prior to notice to proceed. Software development will not be required.

- All work performed by the Contractor is subject to review and acceptance by CFX's Contract Manager or designated representative. Occasionally, overtime may be needed for emergency work to resolve device, power or communications issues. Overtime shall be limited and used only when completely necessary. Overtime shall not be used to make up for an understaffed condition

unless prior approval is given in writing by CFX. All overtime shall be subject to Authority approval and discretion.

- Any maintenance personnel found not complying with applicable OSHA or other CFX safety requirements shall be subject to immediate termination from the Contract. CFX maintains a zero-tolerance policy with regards to safety violations. Such violations include, but are not limited to:

    1. Failure to wear a proper Class 3 safety vest and/or OSHA required personal protective equipment (PPE) when working anywhere on CFX's expressway system, including working in electrical cabinets and enclosures.

    2. Failure to have a minimum of two (2) workers to operate a bucket truck at any given time

    3. Failure to properly use an OSHA approved safety harness, hardhat, and safety vest while performing work in a bucket truck.

    4. Failure to establish proper Maintenance of Traffic (MOT) while working on the expressway.

    5. Working (or booming) over lanes of active traffic in a bucket truck.

    6. Performing U-Turns on the expressway's system, either across the grass median or by way of emergency crossovers, is strictly prohibited.

- If the Contactor is proven to have committed any of the above policy infractions, the Contactor shall be subject to a $1,000.00 penalty per infraction and the technician(s) who committed the infraction shall be subject to termination from the Contract.

2.2 Staffing Requirements

The Contractor shall ensure that sufficient staff is available to provide the services described in this Scope of Services at all times. An employee roster and organization chart stating name, position/job title, rank and percentage of time on the job shall be submitted for CFX approval. This roster or organization chart shall be updated monthly and submitted at the monthly maintenance meeting. Any deviation from this roster shall be immediately brought to the attention of CFX.

The Contractor's management shall provide 24-hour, 7 days a week management supervision over all assigned maintenance activities and shall provide quality assurance for all maintenance activity conducted by its staff. The project manager or his delegated technician shall return a phone call or email from CFX or their designated personnel within 24-hours. The contractor is responsible for providing a 24-hour toll-free number for notification by CFX or their representatives.

The Contractor shall provide a single point of contact for the project manager and their senior level manager including name, address, email address, and telephone numbers for each contact (including cellular for 24 hour per day access). The Contractor shall not change this contact without prior notification to CFX.

The Contractor shall provide capable, experienced personnel with the ability to interpret traffic engineering standards and applications, and to make judgments in the field as situations warrant. Supervisory personnel shall hold an active FDOT Advance MOT certification.

The Contractor's Organization Chart shall include a team that meets the following certification requirements:

- Florida Licensed Electrician
- North American Board of Certified Energy Practitioners (NABCEP), including:
    - PV Installation Professional (PVIP)
- National Fire Protection Agency (NFPA) 70E Certification
- Occupational Safety & Health Administration (OSHA) 30 certification
- PV equipment vendor-specific training and/or certifications required for warranty compliance

All technician level personnel shall meet the following certification requirements:

- Occupational Safety & Health Administration (OSHA) 30 certification
- PV equipment vendor-specific training and/or certifications required for warranty compliance

The Contractor shall provide CFX with complete documentation of technician certification within 90 days of Notice to Proceed. All employees listed on the CFX service roster shall meet these requirements as detailed in Section 1. Any additional employees approved and added to the service roster shall have ninety (90) days from their first day of work on the CFX's system to provide documentation of certification. The Contractor shall be subject to a $500.00 penalty per technician per day for technicians who perform work on the CFX's system without certification as described above. This penalty shall be deducted from the Contractor's monthly invoice.

The Contractor shall ensure properly certified technicians are available at all times to provide maintenance services 24 hours a day, 7 days a week, 365 days a year throughout the life of this Contract. The Contractor shall provide a 24-hour toll-free number for notification by CFX staff. The toll-free number shall provide access to maintenance staff during and after normal business hours.

The Contractor's maintenance technician shall be experienced in the use of appropriate test equipment, troubleshooting and diagnostic procedures and appropriate techniques in disconnecting power and signal connectors related to failed electronics replacement. The technician shall re-install electronics, appropriately interconnect connectors, replacing any disconnected strain relief devices and shall use manufacturer's recommended procedures in restarting electronics. Where any cable labels/tags have been damaged, the technician shall replace the cable identification. The Contractor's technician shall leave the repair area neat with cables properly arranged in an organized manner.

The Contractor's maintenance technician shall follow all rules of safety as related to humans and equipment safety. Where any grounding problem is detected, the technician shall immediately notify CFX who will conduct an engineering analysis and execute corrective action. Detection of grounding problems includes visible indication as well as indication that there are voltage differences between chassis/front panels/equipment enclosures causing a potential safety hazard to personnel and equipment. NEC requires all chassis/cases/front panels/racks/cabinets be a common ground potential.

2.3 Records Management Requirements

Certification or correspondence from the manufacturer shall also state that repair of manufacturer's equipment at the level authorized on the certification will not breach any warranty that is still in effect. Where the Contractor's maintenance technician does not have certification for maintenance from the equipment manufacturer and the warranty is voided by his maintenance activity, the Contractor will be responsible for the cost to furnish and install any equipment with voided warranties.

Where the Contractor's technician detects over-temperature conditions for equipment's environmental specifications within an equipment area and has verified that all cabinet and equipment unit cooling provisions are properly functioning, the Contractor shall notify CFX of the environmental compatibility problem and recommend corrective action.

The Contractor shall maintain records of equipment failures and specific component that failed (to the component level if possible and by equipment make/model/serial number), as well as information on the corrective action, including date/time for items with replacement cost above $100.00 or that are considered to be primary system components. Examples of these items would include, at a minimum, PV modules, optimizers, combiners, inverters, etc. The Contractor shall periodically analyze failure statistics to determine the failure rate of devices by location and system wide. Should a specific electronic unit have a high failure rate, CFX shall be notified. Failure rate statistics shall be provided to CFX on a Quarterly basis at a minimum. All failed or bad equipment shall be inventoried and either returned for repair or set aside to be properly disposed of.

CFX currently utilizes Llumin as its asset management system software. The Contractor shall be responsible for maintaining all records, providing information and updating inventory documentation as well as populating the database, creating repair tickets, inputting new devices, managing existing devices and keeping all CFX PV System assets up to date. The Llumin software shall be used to document response and repair times. The Contractor shall utilize the asset management system to keep records of all maintenance activity including but not limited to; date/time, location, equipment type/serial number, cause of failure, corrective (or preventive) action taken, assigned technician conducting maintenance activity, and disposition of the removed material.

The maintenance records shall be provided to CFX at the time of monthly billing and be traceable back to the separately issued monthly work orders. These records shall be delivered electronically in an approved spreadsheet file as well as a printed custom report format subject to Authority approval. Other requirements of the Contractor shall be to manage all inventory provided by CFX so that the owner has the exact location of all CFX devices and equipment at all times. This includes inventory sent back for repair as well. Individual technicians handling inventory shall be equipped with a Contractor-provided asset management system compatible device such as a smart phone or laptop to accurately control movement of all inventory throughout CFX's system and for all return authorizations until the device is decommissioned and/or replaced with a new device. The asset management system software contains a timestamp that shall track all system device status and outages, so the Contractor is held responsible to repair device(s) in a time agreed to in this Scope of Services.

The Contractor shall maintain a device warranty inventory for equipment that has been included within the warranty package for each project. The Contractor shall keep records of all warranty periods including expiration date, location, equipment type/serial number, service life, and disposition of the removed material after warranty expires. The warranty inventory shall be provided to CFX at monthly intervals and

be traceable back to the work orders. It is the Contractor's responsibility to coordinate with the manufacturer to obtain the latest information regarding the warranty status of the inventory. These records shall be delivered electronically in a Microsoft Excel spreadsheet file as well as a printed custom report format subject to CFX approval.

It is the responsibility of the Contractor to track all RMA repairs and notify CFX if vendor turnaround times for repairs are greater than 30 calendar days.

The Contractor shall properly dispose of all components removed from the PV systems which are no longer considered to be repairable. The Contractor shall attach a detailed description of why the component is considered to be un-repairable along with the estimated replacement cost of the component. The Contractor shall follow CFX disposal procedure and provide a list of all scrap material along with serial numbers and approximate values to a CFX representative for approval to scrap material. Delivery of scrap material shall be coordinated with the CFX's Contract Manager or assigned representative.

The Contractor shall maintain accurate records of all maintenance activities and correspondences with CFX. These records shall include documentation on any quality inspections made by the Contractor's quality assurance representative. All records related to this project shall be made available to CFX upon request.

2.4 Meetings and Project Coordination

The Contractor's project manager shall attend bi-weekly progress meetings with CFX to discuss project activities, confirm the staffing roster, review quality of service (including response, review current inventory levels and repair times) RMA logs, and any required improvement in quality of service deemed necessary by CFX. The Contractor shall provide an agenda and document meeting minutes and submit them for approval to CFX. Additionally, the Contractor shall provide an updated action items spreadsheet at each progress meeting for tracking of outstanding tasks and issues.

CFX may direct the Contractor to attend construction meetings that involve PV System Infrastructure work that affects PV Systems.

The Contractor shall coordinate with any other Contractor which may be responsible for other elements of the CFX's systems, related to PV System device operations (such as network connectivity or other communications elements). The Contractor shall be pro-active and take initiative to solve PV system equipment communications related issues.

If requested by CFX, the Contractor shall attend PV System Construction Kick Off or Pre-Construction Meetings to become familiar with the scope of the project and exchange contact information.

The Contractor shall be responsible for the repair and replacement of all SPD devices present as part of the systems described in the Scope of Services. All SPDs shall be properly grounded to the cabinet or enclosure bus bars, which in turn shall be properly grounded to the cabinet or enclosure single-point earth ground.

2.5 Concurrent Major Construction Contracts

CFX reserves the right to add or subtract PV System equipment from the scope of services, as deemed necessary. When PV System equipment is located within the limits of an active construction project, the Contractor's maintenance responsibilities, including response times and penalties, shall begin only after the PV system has been formally commissioned, accepted by CFX, and released from construction control. The Contractor shall provide maintenance services for said equipment at the labor and material rates established in the Method of Compensation. Examples of the addition or subtraction of equipment could include:

- Addition of new devices deployed as part of the future projects or other system expansion projects.
- Subtraction of devices to be maintained by others.

3.0 MAINTENANCE AND REPAIR WORK

Except for emergency maintenance work directed by CFX, no ramp closures, lane closures, or work that impacts the flow of vehicular traffic will be permitted on the holidays identified in section 1.2 unless the Contractor submits a written request to work at least ten days in advance of the requested date and receives written approval from CFX.

During these periods, the Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the Maintenance of Traffic requirements. The only exception will be in the event of a civil or weather emergency, in which the Contractor shall be notified and placed on standby.

3.1 Emergency Maintenance Work – Twenty-Four (24) Hour Response and Troubleshoot

Emergency maintenance work will typically be required when a device or component of the device results in the failure of critical system elements, or at CFX's discretion. Examples of critical failures include, but are not limited to:

- Issues causing human safety hazards such as arc faults, grounding faults, etc.
- Storm Damage – Hail, High Winds, Structure Damage, etc.

Contractor shall always provide an on-call point of contact (24 hours per day, 7 days per week). Emergency work will be required all hours, Monday through Sunday, including Holidays. If the troubleshooting time is expected to exceed this time, the Contractor shall notify CFX immediately. Contractor shall provide an estimate of hours and time needed for full repairs upon completion of the troubleshooting efforts for review and approval within the 24-hour timeframe. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions. If the Contractor fails to meet the required emergency maintenance troubleshoot time, the Contractor shall be subject to a penalty of $250.00 per hour for each hour or fraction thereof that exceeds the 24-hour maximum response and troubleshoot time. Conditions outside of the Contractors control shall be taken into consideration by CFX before assessment of the penalty.

3.2 Non-Emergency Maintenance Work – Seventy-Two (72) Hour Response and Troubleshoot

Non-emergency maintenance work will typically be required when a device or component of the device has failed and must be repaired in order for the system to function as expected, or at CFX's discretion. Examples of non-emergency work include, but are not limited to:

- Multiple device failures
- Full array and/or full string failures
- Complete inverter failure
- Any single event that causes a reduction in system capacity by 20% or more
- A reduction in system performance ratio to 80% or less, or as guaranteed within the warranty documentation, whichever is less stringent.
- Module soiling
- Individual device failures not significantly impacting system performance
- Non-critical monitoring system issues not affecting energy production
- Inverter or equipment notifying the need for regular maintenance.

Non-emergency work will be required between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Non-emergency work shall be completed by the Contractor within seventy-two (72) hours after notification by CFX, alerts from remote monitoring systems, or from the issuance of the weekly checklist. The Contractor shall arrive on site within twenty-four (24) hours of notification of a non-emergency. Repair updates shall be provided to CFX within sixty (60) minutes of on-site arrival. The full repair work effort shall be identified by the Contractor within seventy-two (72) hours of the notification of the alert. If the troubleshooting time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions. Contractor shall provide an estimate of hours and time needed for full repairs upon completion of the troubleshooting efforts for review and approval within the 24-hour timeframe.

If the Contractor fails to meet the required maintenance response and troubleshoot time, the Contractor shall be subject to a penalty of $100.00 per hour for each hour or fraction thereof that exceeds the 72-hour maximum response and repair time. Conditions outside of the Contractors control shall be taken into consideration by CFX before assessment of the penalty.

3.3 PV System Monitoring

The Contractor shall provide around-the-clock monitoring of all remote monitoring systems and shall be fully responsible for promptly investigating, addressing, and resolving any alerts, alarms, or notifications received from those systems.

In addition, the Contractor shall perform weekly remote PV System monitoring and reporting as part of its maintenance services. This shall involve a once-weekly check each Monday (no later than noon of each Tuesday for the previous week) by the Contractor confirming the operational status of every PV System device. Should issues be noticed with any device, the Contractor shall immediately notify CFX and recommend a corrective action. Items that should be checked weekly include (but are not limited to):

- Performance of Each PV Inverter: Status, energy production, and alarm/error codes.
- Status of Individual PV Modules: Monitoring for underperforming modules or faults (if module-level monitoring is available).
- Optimizers Performance: Status and energy output of each optimizer, and detection of optimizer faults or communications errors (if used on system).
- Battery System Status (if applicable): Charge/discharge status, state of charge (SOC), and alarm/error notifications.
- Grid Connection Status: Verification of power export or grid voltage/frequency mismatches.
- Energy Production Data: Daily total energy produced by each array and the overall system.
- System Efficiency Metrics : Performance ratio and inverter efficiency.
- Environmental Sensor Data (if installed): Solar irradiance, module temperature, and ambient temperature.
- Status of Remote Monitoring Systems: Connectivity and data transmission from the monitoring platforms as described in Section 1.
- Alarms and Notifications: Review of any warnings or critical errors flagged by the monitoring software.
- DC System Health: Voltage, current, and power checks.
- System Communication Logs: Verification that data logging and communications between all devices are functioning properly.

The outcome of the weekly check shall be documented in the Weekly Performance Report to CFX. The report shall include, at a minimum, a continuously updated, running electronic spreadsheet (in Microsoft Excel) that cumulatively tracks all historical performance data from the commencement date onward. The spreadsheet includes at least the following columns for each location:

- Begin Date
- End Date
- Number of Days
- Solar Irradiance
- Module Temperature
- Ambient Temperature
- Capacity (KW)
- Total Energy Produced (kWh
- Performance Ratio (%)
- System Uptime
- Specific Yield
- Power Pulled from Grid (as applicable)
- Monthly Utility Charges
    - Delivered and Received Power from Utility Bills
- Alarms and Notifications

CFX may add additional items to the checklist as deemed appropriate by the Contract Manager or designated representative. An example of a Weekly Performance Report or checklist is provided in Attachment B. The weekly device checklist shall be sent via email to a CFX provided distribution list. The Contractor shall notify CFX if device issues are discovered at locations that are under the responsibility of construction projects. The Contractor shall coordinate repairs within construction project limits with CFX and construction project managers.

3.4 PV Monitoring Software Dashboard

Within seven (7) calendar days after the effective date of this Contract (or, if later, the date on which the Contractor assumes operational responsibility for the PV systems), the Contractor shall ensure that all existing PV monitoring systems associated with the Project are listed under the Contractor's account in the AlsoEnergy platform.

CFX uses AlsoEnergy platform to monitor each solar array on the system. In addition, each solar array has monitoring capabilities through the inverter manufacturer's remote monitoring software platform. The Contractor shall provide software configuration and system administration changes as requested by CFX for the PV Monitoring Software Dashboard. It is anticipated that a technician familiar with the operating system of the monitoring dashboard is required to perform these services. It shall be the responsibility of the Contractor to become fully knowledgeable and proficient in use of all Contractor proposed software and CFX provided software.

3.5 Work Assignment and Planning

Work assigned to the Contractor will be accomplished through a Work Order process. Work orders shall be prepared by the Contractor based on issues detected through the weekly system check, alerts and notifications from the remote monitoring systems, plus any additional issues discovered through direct observation reported by CFX staff/representatives. All work orders shall be submitted to and approved by CFX prior to starting work. From time to time, CFX may make an exception to restore the operation of critical devices. In such cases, the Contractor shall submit an appropriate work order for approval by the next business day. CFX reserves the right to deny compensation for work that was not authorized by a CFX approved work order. A sample Work Order form is included in Attachment C. The form may be modified as necessary for this Contract.

When a work order is issued for a specific location, that work order includes the full repair and function of the site . It is the responsibility of the Contractor to resolve the root cause on the initial work order. The Contractor shall warranty their work for a period of no less than 30 days and shall not re-bill CFX for issues related to the initial work order. Root causes are defined as the reoccurrence of the same symptoms (power issues, communications issues, etc.). If a symptom is determined to reappear due to other causes not connected to the original symptom, a new work order shall be permitted.

Work Orders will identify the location, description, work to be accomplished and the completion time. All work shall be performed in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress and after written warning, the Contractor may be declared at default and subject to the penalties as stated the Contract.

All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimum delay. CFX is using an ESRI platform to manage PV System infrastructure in a GIS system. The Contractor shall provide individual licenses for each technician to ArcGIS Online to allow for mobile access to CFX's georeferenced database of PV System infrastructure. The process for updating the GIS system will be defined by CFX standard operation procedure and will include input from the Contractor in order to maintain the accuracy of the system. If the Contractor performs any repairs that change the geographic layout by more than one (1) foot, the Contractor shall collect GPS coordinates and provide them promptly to CFX. The Contractor shall provide

the updated GIS information based upon CFX provided standard operating procedure. Updating of the software will be provided by others.

Upon completion of the assigned work, the Contractor shall notify a CFX representative and certify that the work is completed. All work completed will be reviewed by a CFX representative, to verify quantity and quality, prior to approving the final Work Order for payment.

Should inclement weather limit or stop the Contractor from working, the Contract Manager or CFX representative shall be notified of work stoppage. The services under this Contract shall be considered "Essential Services" as defined by state and local government authorities. The Contractor shall make themselves available during civil or weather emergencies as requested by CFX.

It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

The Contractor shall certify that the work quantities and quality were accomplished in accordance with the CFX PV System specifications. The certification shall be accomplished by signing and returning the work order.

Acceptable work quality will be determined by the Contract Manager or designated representative. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. Unless otherwise directed by CFX, repairs should be directed toward fixing the root cause of issues. CFX reserves the right to withhold payment for repeated, incomplete repairs at a site that do not solve the root cause of a recurring issue until a successful permanent repair has been made. No additional payment will be due the Contractor for the reworking of non-acceptable areas.

Payments to the Contractor for work completed will be in accordance with the Method of Compensation.

3.6 Sub-Contractors

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. Sub-Contractors shall be added to the contract following CFX procurement policies which includes the submittal and approval of a Certificate of Sublet. All first and second tier subcontractors shall meet the same skills and experience requirements outlined in this contract for the Contractor as necessary to properly perform the Work assigned. Specialty subcontractors are permitted and skill and experience requirements shall apply to the type of work effort they are assigned. Subcontractors shall hold the same valid certifications as the Contractor in disciplines within this Scope of Services.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work assigned or is insubordinate, disorderly, disruptive or detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall protect, defend, indemnify, and hold harmless CFX, its agents, consultants, officials and employees from all claims, actions or suits arising from such removal,

discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

3.7 Correction of Deficiencies

When deficiencies are indicated in a review, the Contractor will immediately implement a plan of action to correct the deficiencies. Remedial actions may include further training of the Contractor's personnel at the Contractors cost (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate, replacing materials, installing new materials and meeting the Contract terms. The Contractor shall present to CFX, a remedial action plan to resolve such deficiencies within seventy-two (72) hours of the reported deficiency or as approved by CFX on a case-by-case basis.

4.0 GENERAL MAINTENANCE REQUIREMENTS OF PV SYSTEM DEVICES

4.1 Common Requirements

The Contractor shall be responsible for providing emergency and non-emergency response repairs on the entirety of the PV Systems, including but not limited to the following:

- Communications cables
- Total grounding system including grounding array and bonding components
- Combiner boxes and associated fuses
- Power distribution units (PDUs)
- PV inverters, including associated communication devices
- PV module optimizers
- PV Modules
- Monitoring and communication systems as described in Section 1
- SPD for power and data systems
- Battery backup systems and enclosures (if applicable)
- Structural supports, racking systems, floats and mounting hardware
- Junction boxes, wiring, and conduit for DC and AC systems
- Electrical service equipment, transformers, conduit, and service wiring between the power company point of service (up to the utility meter) and the PV system devices
- Miscellaneous electrical equipment, including circuit breakers, outlets, and switches
- Labels and signage for safety and compliance
- Landscape overgrowth impacting system performance
- All other ancillary equipmentAll devices described in the scope of services

The Contractor shall be responsible for PV System repairs and shall be paid for these repairs as described in the Method of Compensation.

The Contractor shall coordinate all work in the equipment area with CFX, or its designated representative.

The Contractor shall provide any lifting device that may be required to access installed PV System device and associated cabling. The lifting device shall comply with OSHA Safety standards. The Contractor shall train all maintenance staff associated with this project in maintenance activity safety.

5.0 SPARES

The spare parts inventory furnished by CFX to the Contractor shall consist of the parts shown in Attachment D All spare parts supplied by CFX shall remain the sole property of CFX and shall be returned to CFX upon termination of this agreement. The Contractor shall maintain the quantities of spares noted in Attachment D as a minimum, unless otherwise directed by CFX. These quantities shall be provided to the Contractor by CFX within 30 days from the Notice to Proceed. The Contractor shall ensure that spares utilized for repairs are replaced in a timely manner.

The Contractor shall be responsible for housing all spare parts. Costs associated with housing the spare parts are considered incidental to the Contract Administration pay item. No extra compensation for housing the spare parts inventory shall be granted.

The Contractor shall use only spare parts recommended and approved by the manufacturer of the equipment being maintained. Should the Contractor use non-approved parts and the installation of the non-approved part cause additional failures and damage to the equipment, the Contractor shall be liable for all additional repair cost. Where catastrophic damage may have resulted from the installation of a non-approved part, the Contractor shall be responsible for the replacement cost of the damaged unit. Where parts are no longer available from the manufacturer or the manufacturer's approved source, the Contractor shall notify CFX. Where the Contractor has identified another source for the material that is not approved by the manufacturer of the equipment, the Contractor shall provide the manufacturer with the Contractor's alternate source and obtain the manufacturer's concurrence that it is a suitable replacement. CFX shall be notified and copied on all correspondence.

The Contractor shall return to CFX any inventory, software, patches, or upgrades paid for by CFX upon the termination of the Contract.

The Contractor shall be responsible for maintaining a continuing inventory of spare parts and test devices. The Contractor shall, on a monthly basis, review spares utilization and shall adjust inventory to represent the spares utilization history. Regardless of whether adjustments to the inventory are necessary, the Contractor shall provide CFX with a complete and updated inventory electronically in a monthly basis. The Contractor shall submit the format of the inventory to CFX for review and approval prior to its use by the Contractor. All costs associate with documenting and maintain spare parts are considered incidental to the Contract Administration pay item.

The Contractor shall identify and maintain appropriate common inventory levels to ensure that response times are met on a continuous basis. This includes coordinating with Vendors and Manufacturers to procure spare parts as needed. Compensation for procurement of materials shall be made according to the Method of Compensation. Failure to maintain common item inventory levels will not be considered a reason to waive response time and repair penalties.

Where a failure has occurred and a spare is not available, the Contractor shall expedite obtaining the required spare and shall provide CFX with information, in writing, related to why an appropriate spare was not available.

6.0 PREVENTIVE MAINTENANCE

6.1 Description and Common Preventive Maintenance

The Contractor shall provide preventive maintenance services for all system components described herein. The Contractor shall notify CFX of preventive maintenance activity and coordinate activity with CFX's operational needs for device up-time.

The Contractor shall review and update the current preventative maintenance checklist and provide baseline efficiency for the PV system components to CFX within 60 days of Contract NTP. The preventative maintenance checklists shall include, but are not limited to, specific equipment documentation (name, make, model, serial number, location, etc.), photographs, visual inspection, mechanical inspection, thermal imaging, and testing. The steps within the preventative checklists shall, at a minimum, adhere to the recommendations within the latest versions of the following standard publications:

- ANSI/NETA MTS - Standard for Maintenance Testing Specifications for Electrical Power Equipment and Systems
- International Electrotechnical Commission IEC 62446-2 – Photovoltaic (PV) Systems, Requirements for Testing, Documentation, and Maintenance, Par 2: Grid Connected Systems – Maintenance of PV Systems

Where possible, the Contractor shall immediately correct any equipment deficiencies or failures found during the preventative maintenance and testing procedures.

The safeguard and security of the CFX PV System communications equipment is paramount to providing uninterrupted service 24 hours a day, 7 days a week, 365 days a year. In order to fulfill this goal, all PV System devices shall have usernames and passwords changed as directed by CFX.

Equipment necessary to perform system preventive maintenance is incidental to the preventive maintenance pay item. These incidental items include, but are not limited to, materials, vehicles, tools, software, computer interface, etc.

CFX reserves the right to modify, cancel or add to the frequency and content of the Preventive Maintenance schedule at any time.

Preventive maintenance shall include, but is not limited to, the following items (as appropriate to the device being maintained) exercised at the following maintenance intervals:

- Annual
    - Battery systems
    - Inverters
    - PV modules
    - Module optimizers
    - Combiner boxes
    - Structural components
    - Grounding systems
    - Electrical panels
    - Transformers

  - SPDs
  - Junction Boxes, Wiring and conduits
  - Labels and signage
- Every 5 years
  - I-V curve testing

6.2 PV System Preventive Maintenance

6.2.1 Battery Systems

Preventive maintenance for PV battery systems shall include but not be limited to the following tasks:

- Check battery state-of-charge (SOC), voltage levels, and temperature readings using a battery analyzer.
- Check cycle count and thermal management components using the monitoring system's data logs.
- Inspect battery enclosures for corrosion, dust, moisture, debris, sealing integrity, proper ventilation.
- Vacuum inside the battery enclosure to remove dust, dirt, and debris.
- Clean battery enclosure surfaces with a non-corrosive cleaning agent.

6.2.2 Inverters

Preventive maintenance for PV inverters shall include but not be limited to the following tasks:

- Inspect for physical damage or overheating using a thermal imaging camera.
- Update firmware with a laptop or firmware update tool and provide software diagnostics
- Test input and output voltages and currents using a digital multimeter.
- Clear alarms or error codes using the inverter's diagnostic interface.

6.2.3 PV Modules

Preventive maintenance for PV modules shall include but not be limited to the following tasks:

- Inspect for soiling, cracks, or delamination.
- Inspect module surfaces for debris and film which may require cleaning. Report findings to CFX for recommended response which may include cleaning module surfaces with soft brushes or automated cleaning equipment and deionized water.
- The Contractor shall utilize appropriate test equipment, such as IV curve tracers, to verify that the modules are performing to specification and achieving expected efficiency levels. Testing for proper power output using IV curve tracing.
- Verify electrical connections to optimizers or direct wiring using a multimeter.
- Verify that all cables and connections are correctly and securely terminated.
- Thermal imaging cameras shall be used to verify relative temperature of PV modules relative to other PV modules to verify similar operating temperatures and identify failing PV modules.

6.2.4 Module Optimizer

Preventive maintenance for PV optimizers shall include but not be limited to the following tasks:

- Test input and output voltages and currents using a digital multimeter.
- Verify communication with the monitoring system using performance diagnostic tools, such as module-level performance analyzers, to verify the proper functionality of optimizers. These tools shall also be capable of detecting communication issues or inefficiencies at the module level.
- Conduct Firmware updates
- Inspect for physical damage, overheating, improper ventilation or disconnection from modules.
- Test energy conversion performance using a module-level performance analyzer.

6.2.5 Combiner Boxes

Preventive maintenance for PV combiner boxes shall include but not be limited to the following tasks:

- Inspect for corrosion, signs of water intrusion, loose connections, or thermal hotspots using thermal imaging cameras to identify overheating or connectivity issues within the combiner boxes.
- Cleaning and securing internal components.
- Test current and voltage on individual strings with a multi-meter.
- Replace fuses as necessary, ensuring replacements match rated specifications.

6.2.6 Structural Components

Preventive maintenance for PV structural components shall include but not be limited to the following tasks:

- Inspect racking, clamps, bolts, and other components for corrosion or loosening using torque wrenches and corrosion testing kits and visual inspection.
- Verify alignment and tilt angles with a digital inclinometer or leveling tool.
- Check buoyancy of floating racking systems and inspect floats for leaks using pressure testing tools.
- Clean floating racking systems components algae or debris with water jets or scrubbing tools.
- Adjust ballast or mooring system using a tension gauge.
- Re-torque bolts to manufacturer specifications.

6.2.7 Grounding Systems

Preventive maintenance for PV grounding systems components shall include but not be limited to the following tasks:

- Inspect grounding wires, rods, and connections for corrosion or damage using visual inspection and continuity testing.
- Perform ground resistance tests with a selective earth ground resistance tester to ensure values are within specifications.

6.2.8 Electrical Panels

Preventive maintenance for PV electrical panels shall include but not be limited to the following tasks:

- Inspect for physical damage, corrosion, or overheating using a thermal imaging camera.
- Inspect for intrusion of dust, dirt, water intrusion, and debris, and clean as needed with a vacuum.
- Inspect mounting components and hardware for proper alignment and tightness
- Tighten connections and torque terminals with a torque wrench.
- Test breaker operation.
- Measure and record current and voltage levels using a multimeter.

6.2.9 Transformers

Preventive maintenance for PV system transformers shall include but not be limited to the following tasks:

- Inspect for physical damage, corrosion, or overheating using a thermal imaging camera.
- Inspect mounting components and hardware for proper alignment and tightness.
- Inspect for earth erosion under or adjacent to pad-mounted transformers.

6.2.10 Surge Protection Devices (SPDs)

Preventive maintenance for PV system SPDs shall include but not be limited to the following tasks:

- Inspect for physical damage, corrosion, or overheating using a thermal imaging camera.
- Inspect for failure using visual indicators.
- Inspect tightness of wiring electrical connections and mounting hardware.

6.2.11 Junction Boxes, Wiring and Conduits

Preventive maintenance for PV system wiring and conduits shall include but not be limited to the following tasks:

- Inspect wires for insulation damage, corrosion, or loose connections using a flashlight, thermal imaging camera, and continuity tester.
- Inspect conduits for physical damage, rust, corrosion, tightness of conduit fittings and presence of duct seal or conduit plugs.
- Verify proper bonding of metallic conduit grounding bushings are per NEC requirements.
- Inspection of junction boxes for water ingress or corrosion.

6.2.12 Labels and Signage

Preventive maintenance for PV system labels and signage shall include but not be limited to the following tasks:

- Inspect accuracy and legibility of PV equipment labels, signage, and panel schedules.
- Replacement of damaged or missing warning labels and signs
- Ensure proper placement of instructional and regulatory signage.

Replacement materials used must comply with UL 969 and the NEC.

7.0 MAINTENANCE OF TRAFFIC (MOT)

It is not anticipated that Maintenance of Traffic will be needed to maintain the Photovoltaic systems. In the event the Contractor's means and methods does require Maintenance of Traffic the contractor shall notify CFX at least two weeks in advance of the requested MOT. Any MOT in excess of a shoulder closure will be provided by others. The Contractor shall follow and adhere to the MOT procedures provided by others throughout the duration of their work activity.

The approximate number, types, and placement of traffic control devices required for each shoulder closure configuration shall be in accordance with the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices Part 6 and Florida Department of Transportation (FDOT) Design Standards Plan Index 102, current edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as each may be applicable to field situations. These standards establish the minimum requirements. Additional warning devices, barricades, or other safety devices may be required as directed by the CFX's Contract Manager or designated representative, where unusual, complex or particularly hazardous conditions exist. Any maintenance of traffic that deviates from the Florida Department of Transportation (FDOT) Design Standard Plan Index 102, current edition, shall be signed and sealed by a registered Florida Professional Engineer (P.E.) and be submitted to CFX for review a minimum of 14 days prior to the planned work activity.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

Traffic control devices, warning devices and barriers shall be kept in the correct position and clearly visible and clean at all times. Batteries in barricades equipped with flashers shall be checked and replaced if necessary, to ensure proper operation. Damaged, defaced, or dirty devices or barriers shall immediately be repaired, replaced or cleaned as directed by the Contract Manager.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

8.0 PROJECT ADMINISTRATION

Project Administration is a recurring task throughout the term of the Contract. The Contractor shall provide the control, coordination and interface of all activities and services associated with the maintenance of the system. Activities and services include, but are not necessarily limited to:

- Project Records and Files
- Project Coordination
- Parts Inventory/Tracking and updates in Llumin
- Housing for all Parts and Inventory
- Warranty Tracking
- Monthly Inventory Audits
- Bi-weekly Meetings

- Utility Coordination
- RMA Processing and Returns
- Scrap Material Processing and Coordination
- Monthly Invoicing and Documentation

CFX shall provide the Contractor with all available plans, specifications, manuals and maintenance logs for all system components and subsystem.

The Contractor shall provide monthly reports in a format approved by CFX and will include, but is not limited to, the following information:

- Date and Time of Trouble Notification
- Name of Person reporting the repair request
- Type and Location of problem
- Date and Time of response
- Name of person responding to the repair
- Description of problem resolution
- Verification of testing procedures completed
- Date and Time of completion of repair work

Payment for compiling the monthly maintenance reports and tasks stated above shall be considered incidental to the Project Administration Pay Item.

All repair and/or replacement work, equipment, cable and associated electrical work shall conform to the current requirements and practices of the latest version of each of the following:

- National Electric Code (NEC)
- National Electrical Safety Code
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Telcordia (formerly Bellcore) Standards
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations
- Latest CFX PV System Specifications and Design Standards
- IEC 60905
- IEC 60364

9.0 IEC 62446-2PROJECT RECORDS

The Contractor shall maintain complete and accurate records of all work activities and events relating to the Contract. Project records shall include such items as Weekly Logs of maintenance activities, Monthly Status Reports, meeting notes, cost proposals, invoices, inventory records, time sheets, staffing roster and any other pertinent information.

Status reports summarizing all completed activities during the current reporting period and current work in progress are to be given to CFX monthly for the duration of the Contract. Payment for these items is considered incidental to the Project Administration pay item.

10.0 MATERIALS AND EQUIPMENT

The Contractor shall provide all incidental materials, tools and equipment to satisfy the needs of the project. The Contractor shall have on hand incidental materials needed to complete the required tasks including fuses, connectors, filters, wiring, etc. that are common to the industry. Contractor vehicles shall carry the following common equipment and tools as applicable to the PV System being maintained:

- Diagnostic and Monitoring Tools includes, but are not limited to the following:
    - PDA or Laptop Computer with required software for all vendors covered under this maintenance agreement.
    - Appropriate cables to connect Laptop Computers to the PV Systems Equipment
    - Portable Wi-Fi Hotspot: For accessing online systems and vendor support in remote locations.
    - Data Logger: To track system performance during testing.
    - Communication Protocol Analyzer: For diagnosing communication issues in SCADA systems.
- Digital Camera
- General Tools and Supplies includes, but are not limited to the following:
    - Flashlight or Headlamp: For working in low-light conditions.
    - Measuring Tape: For system layout adjustments.
    - Portable Power Tools: Drill, impact driver, and saw for structural repairs.
    - Portable Generator: For powering tools in remote locations.
- Electrical Testing Tools includes, but are not limited to the following:
    - Multimeter: For measuring voltage, current, and resistance in PV circuits.
    - Clamp Meter: For measuring AC/DC current without breaking the circuit.
    - Insulation Resistance Tester (Megohmmeter): To check for insulation degradation in wiring and modules.
    - IV Curve Tracer: For assessing module and string performance.
    - Ground Resistance Tester: To verify the effectiveness of grounding systems.
    - Cable Continuity Tester: For locating faults or breaks in wiring.
    - Solar Irradiance Meter: To measure solar irradiance and compare to system performance.
    - Thermal Imaging Camera: To detect hotspots in modules, inverters, and combiner boxes.
    - Battery Analyzer: For testing state-of-charge (SOC) and cycle life in battery backup systems.
- Mechanical Tools includes, but are not limited to the following:
    - Torque Wrench: For tightening bolts on racking and module mounts to manufacturer specifications.
    - Screwdrivers and Nut Drivers: Assorted sizes for electrical panels, combiner boxes, and junction boxes.
    - Allen Wrenches: For assembling or adjusting module frames and racking.
    - Socket Set: Metric and standard sizes for securing fasteners on PV components.
    - Adjustable Wrenches: For general tightening and adjustments.
    - Level and Inclinometer: For checking module tilt angles and racking alignment.
- Safety Equipment includes, but are not limited to the following:

  - Personal Protective Equipment (PPE):
  - Hard hat, safety glasses, high-visibility vest, gloves (electrical-rated and general-purpose).
  - Arc-rated clothing (NFPA 70E compliant).
  - Fall Protection Gear: Harness, lanyard, and anchor system for bucket truck or elevated work.
  - Fire Extinguisher: Suitable for electrical fires (Class C).
  - First Aid Kit: For addressing minor injuries on-site.
  - Lockout/Tagout Kit: For securing circuits during maintenance.
- Cleaning and Maintenance Supplies includes, but are not limited to the following:
  - Soft Brushes: For cleaning modules without scratching the surface.
  - Deionized Water System: For cleaning PV modules safely and effectively.
  - Corrosion Inhibitor Spray: To protect metal components in high-corrosion environments.
  - Electrical Contact Cleaner: For cleaning connections and terminals.
- Spare Parts and Consumables includes, but are not limited to the following:
  - Fuses: Assorted sizes for inverters, combiner boxes, and strings.
  - Connectors: MC4 connectors and other types used in the system.
  - Wiring and Cable Ties: For repairing or replacing damaged cables.
  - Labels and Signage: For compliance and safety warnings.
- Specialty Tools for Floating PV Arrays includes, but are not limited to the following:
  - Pressure Testing Equipment: For checking buoyancy in floating solar platforms.
  - Water-Resistant Tools: For work on floating solar systems (e.g., waterproof flashlights, wrenches).
  - Jon Boat or similar means of accessing floating arrays.

Under emergency or special circumstances, CFX may require the Contractor to provide specified equipment or material outside of any required incidental equipment/materials temporarily for a limited period of time (Rental). At the direction of CFX, the Contractor shall provide quotes for the requested material or equipment for approval. The Contractor shall be allowed a mark-up as stated in the Method of Compensation – Parts Allowance on the rental equipment requested by CFX.

11.0 ACCESS / SECURITY TO CFX FACILITIES

The Contractor shall provide advance notice to CFX when access is needed as well as the names of the Contractor personnel requiring access.

CFX will provide appropriate access and specific authorization for Contractor personnel to System resources and Authority facilities required to fulfill the terms of the Contract. CFX will issue the access control items (i.e., identification badges, security cards, passwords, keys, etc.) as necessary to facilitate the required access/authorization privileges and are subject to the CFX's Security Policy. These access control items shall be safeguarded against loss, alteration, duplication or destruction, and unauthorized use or disclosure thereof while in the custody of the Contractor personnel.

The access control items shall remain CFX's property at all times and must be returned to CFX when requested, or when Contractor personnel no longer have a specific contractual need. CFX may modify or revoke any or all access/authorization privileges granted to Contractor personnel when it is deemed necessary to satisfy a current or future operational need or to protect CFX or its assets. CFX will provide escorted access for Contractor personnel as necessary.

The Contractor's PM or Principal in Charge shall immediately notify CFX when the Contractor becomes aware of an actual or potential threat to the security or operational integrity of the PV Systems posed by Contractor personnel or the actions thereof. The Contractor's PM shall assist CFX in the investigation, reporting, and remediation of any breach of security or degradation in the operational integrity of the PV Systems directly attributed to Contractor personnel. CFX shall be notified immediately if a Contractor's employee with security access to CFX is terminated or leaves the firm. All security breaches, suspected or otherwise, are to be immediately reported to the CFX Information Technology Department.

The Contractor shall comply with the requirements of the CFX's Contractor Security Policy attached as Attachment E.

12.0 ADDITIONAL SERVICES

Additional services may be assigned to the Contractor through a Supplemental Agreement in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

13.0 CFX RESPONSIBILITIES

a. The CFX's Contract Manager or designated representative will administer the terms and conditions of the Contract.

b. CFX will familiarize the Contractor with its facilities and provide all necessary "As-Built" or construction documentation available.

c. The Contractor shall be responsible for working with any other maintenance Contractor to isolate the cause of PV System device problems and to take corrective action. Specific isolation of the problem will be the responsibility of the Contractor.

d. CFX will provide the Contractor with all available information concerning warranties in force for various products. When a product under warranty fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify CFX in writing of the location and type of the non-conforming product, quantity of the non-performing product and the schedule for repair work.

e. CFX will provide licensing and support for the Llumin software and ARCGIS platform.

f. CFX will provision all MOT required in excess of a shoulder closure.

14.0 COMPENSATION

Compensation to the Contractor will be in accordance with the Method of Compensation.

15.0 DURATION OF AGREEMENT AND RENEWAL OPTION

The term of the Contract shall be for three (3) years with two (2) one-year renewal options up to two (2) years, as defined by CFX. The work under this Contract shall commence upon written notice from the CFX's Contract Manager. The option to renew may be exercised at the discretion and election of CFX, upon which CFX would provide written notice of its exercise to the Contractor at least 180 days prior to the expiration of the initial three (3) year Contract Term. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that the CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse the CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the Contractor receives the CFX's notice of intent to exercise the option. The Contractor shall provide to CFX, within that same 30-day period, documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. If CFX agrees to revisions proposed by the Contractor, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.

CONSENT AGENDA ITEM
#20

MEMORANDUM

TO: CFX Board Members

FROM: Zulay Millan
Director of Procurement

DATE: August 13, 2026

SUBJECT: Approval of Supplemental Agreement No. 2 with Durrance & Associates, P.A. for Continuing Real Estate Appraisal Services, Contract No. SCON-10000375

Board approval of Supplemental Agreement No. 2 with Durrance & Associates, P.A. in the amount of $600,000.00 is requested. The original contract term is from April 10, 2025, through December 31, 2027, with renewal options.

The work to be performed includes additional real estate appraisal services.

Original Contract	$ 1,000,000.00
Supplemental Agreement No. 1	$ 250,000.00
Supplemental Agreement No. 2	$ 600,000.00
Total	$ 1,850,000.00

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

Reviewed by: _____
Cristina Berrios,
General Counsel

SUPPLEMENTAL AGREEMENT NO. 2

to

CONTRACT NO. SCON-10000375

(Formerly Contract No. 002218)

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DURRANCE & ASSOCIATES, P.A.

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **DURRANCE & ASSOCIATES, P.A.** (**"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. SCON-10000375** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

(1) The not-to-exceed value of the Agreement is hereby increased by $600,000, from $1,250,000 to $1,850,000.

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

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.

[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 August 13, 2026 and Consultant signing through its undersigned signatory, duly authorized to execute same.

DURRANCE & ASSOCIATES, P.A.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay V. Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

SUPPLEMENTAL AGREEMENT NO. 1
to
CONTRACT NO. SCON-10000375
(Formerly Contract No. 002218)
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
DURRANCE & ASSOCIATES, P.A.

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **DURRANCE & ASSOCIATES, P.A.** (**"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. SCON-10000375** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

(1) The not-to-exceed value of the Agreement is hereby increased by $250,000, from $1,000,000 to $1,250,000.

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

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.

[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 pursuant to CFX Code of Policies Section 10.24.1(C), Amendments, Renewals, and Extensions, and Consultant signing through its undersigned signatory, duly authorized to execute same.

DURRANCE & ASSOCIATES, P.A.

By: Chad Durrance

Print Name: Chad Durrance

Title: President

Date: July 13, 2026

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Zulay V. Millan

Title: Director of Procurement

Date: 7.16.26

CONTRACT NO. 002218

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DURRANCE & ASSOCIATES, P.A.

regarding

CONTINUING REAL ESTATE APPRAISAL SERVICES AGREEMENT

CONTINUING REAL ESTATE APPRAISAL SERVICES AGREEMENT 1

Article 1: Definitions 1
1.1 Generally 1
1.2 Additional Clarifications 1
1.3 Ambiguity; Interpretation 2

Article 2: Administrative Contract Provisions 2
2.1 Contract Term 2
2.2 Contract Administrators 2
2.3 Notice Provision 3

Article 3: Contractor Performance; Standard of Care 3
3.1 Scope of Work 3
3.2 Standard of Care 4
3.3 Contractor Responsibility 4
3.4 Skillful and Licensed Provision of Work 5

Article 4: Payment Terms 6
4.1 Method of Payment 6
4.2 Invoices 6
4.3 Withholding of Payment 7
4.4 Funding Availability 7

Article 5: Termination 7
5.1 Termination for Convenience 7
5.2 Termination for Cause 7
5.3 In the Event of Termination 9
5.4 Force Majeure 9

Article 6: Insurance; Indemnification; Liability 10
6.1 Insurance 10
6.2 Indemnification 10
6.3 Sovereign Immunity 10
6.4 Limitation of Liability 11
6.5 Independent Contractor 11
6.6 No Third-Party Beneficiaries 11

Article 7: Records Management 11
7.1 Generally 11
7.2 Records Retention 11
7.3 Audits; Records Access 12
7.4 Cooperation with Inspector General 13
7.5 Public Records 13

Article 8: Miscellaneous Provisions 14

8.1 Communications, Public Relations, and Use of Logos 14
8.2 Conflict of Interest; Ethics 14
8.3 Confidential Trade Secret Information 14
8.4 Contingent Fees Prohibited 15
8.5 Data Security 15
8.6 Equal Employment Opportunity 15
8.7 Infringement of Patents and Copyrights 16
8.8 Nondiscrimination 16
8.9 Disqualifying Offences 16
8.10 Ownership of Materials and Intellectual Property Rights 16

Article 9: Florida Vendor Eligibility Provisions 17
9.1 E-Verification 17
9.2 Public Entity Crimes 18
9.3 Scrutinized Companies 18
9.4 Discriminatory Vendors and Anti-Trust Violators 18
9.5 Countries of Foreign Concern 19
9.6 Common Carrier 19
9.7 Human Trafficking 20
9.8 Incorporation of Florida Vendor Eligibility Provision Forms 20

Article 10: Provisions for Specialized Services Contracts 20
10.1 Conflict of Interest Provision 20
10.2 Major Sub-Vendor Provision 21
10.3 Assignment and Removal of Key Personnel 21

Article 11: General Provisions (Alphabetical) 22
11.1 Assignments and Successors 22
11.2 Binding Effect; Conflicts 22
11.3 Construction and Representations 22
11.4 Counterparts and Electronic Transmission of Signatures 22
11.5 Electronic Signatures 22
11.6 Governing Law 23
11.7 Headings 23
11.8 Jury Waiver 23
11.9 Modification 23
11.10 Remedies 23
11.11 Severability 23
11.12 Signatory 23
11.13 Survivorship 23
11.14 Time is of the Essence 23
11.15 Venue 24
11.16 Waiver 24

Article 12: Documents; Entire Agreement 24
12.1 Ownership of Documents 24
12.2 Contract Documents 24
12.3 Entire Agreement 24

SCHEDULE 1: INSURANCE REQUIREMENTS 26

EXHIBIT A: SCOPE OF WORK 30

EXHIBIT B: METHOD OF COMPENSATION 37

EXHIBIT C: STATEMENT OF QUALIFICATIONS 39

CONTRACT NO. 002218002218

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DURRANCE & ASSOCIATES, P.A.

regarding

CONTINUING REAL ESTATE APPRAISAL SERVICES AGREEMENT

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 **DURRANCE & ASSOCIATES, P.A.** (**"Contractor"**), a Florida Profit Corporation, with its principal place of business located at 300 South Hyde Park Avenue, Suite 201, Tampa, Florida 33606, 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"**.

Article 1: Definitions

1.1 Generally

For the purposes of this Contract, the capitalized terms are to be understood as they are first defined, either by use of bold parenthetical reference or as herein found within bold quotation marks.

1.2 Additional Clarifications

1.2.1 **"Day"** means one calendar day, unless otherwise specifically referred to as a **"business day"**. A **"business day"** means any day that is an official working day of CFX and excludes Saturdays, Sundays, and Holidays (as defined below). When pluralized, **"days"** and **"business days"** means consecutive calendar or consecutive business days. When any period of time is referred to in this Contract or any task issued hereunder by either **"days"** or **"business days"**, it shall be computed to exclude the first day or business day and include the last day or business day of such period. If a period is determined by calendar days and the last day of such period falls on a Saturday, Sunday, or Holiday, such day shall be omitted from the computation.

1.2.2 **"Holiday"** means one of the days designated by CFX as "holidays", to include without limitation: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

1.2.3 The words **"must"**, **"will"**, and **"shall"** are always mandatory and not discretionary; the word **"may"** is permissive.

1.2.4 Unless the context clearly indicates the contrary, where a clause herein involves two or more items, conditions, provisions, or events connected by the conjunctions **"and"**, **"or"**, **"either . . . or"**, or **"and/or"** such conjunctions shall be interpreted as follows:

(A) **"And"** indicates that all the connected terms, conditions, provisions, or events shall apply.

(B) **"Or"** indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.

(C) **"Either . . . or"** indicates that the connected items, conditions, provisions, or events shall apply singly but not in combination, unless further modified by **". . . or both"**.

(D) **"And/or"** indicates that the connected items, conditions, provisions, or events shall apply either singly or in combination.

1.2.5 The word **"includes"** shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

1.2.6 The words **"herein"**, **"hereby"**, **"hereinafter"**, **"hereto"**, **"hereof"**, and other equivalent words shall refer to this Contract as a whole, including any documents incorporated into this Contract whether by attachment or reference.

1.2.7 The singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders.

1.2.8 Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

1.2.9 Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated.

1.3 Ambiguity; Interpretation

If Contractor discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, Contractor should immediately notify the CFX Procurement Department to request clarification of CFX's interpretation of the Contract.

Article 2: Administrative Contract Provisions

2.1 Contract Term

2.1.1 **Initial Term.** This Contract's term shall begin on the date it is fully executed by the authorized representative of each party (**"Effective Date"**) and, unless otherwise modified or terminated in accordance with this Contract's terms and conditions, shall expire on **December 31, 2027** (**"Initial Term"**).

2.1.2 **Renewals/Extensions.** CFX reserves the right to exercise renewal options at its discretion. The sum of the Initial Term and any such renewal hereto shall constitute the **"Contract Term"**.

2.1.3 **Outstanding Task Orders.** In the event any outstanding and/or incomplete task order(s) exist at the time the Contract Term expires, the terms and conditions of this Contract shall remain in full force and effect until:

(A) Contractor has satisfactorily completed any such outstanding task order(s) to CFX's sole satisfaction; or

(B) Such outstanding and/or incomplete task order(s) have been terminated by CFX in accordance with the provisions of **Article 5: Termination** below.

2.2 Contract Administrators

2.2.1 The parties have identified the individuals listed below as contract administrators who shall serve as the main points of contact for routine communications between the parties under this Contract. Such individuals may collectively be referred to as the **"Contract CAs"**.

(A) **CFX Contract Administrator** (**"CFX CA"**):

Name: Cristina T. Berrios

Title: Deputy General Counsel

Email: Cristina.Berrios@cfxway.com

(B) **Contractor Contract Administrator** (**"Contractor CA"**):

Name: Chad G. Durrance

Title: President

Email: chad@durranceappraisals.com

2.2.2 Unless otherwise specifically required to be sent in accordance with **Section 2.3 Notice** below, any communications sent to either of the Contract CAs by email to the addresses provided above shall be considered received on the first full business day following the date it was sent by the sending party.

2.2.3 Either party may change this Contract CA unilaterally and without need to amend this Contract by providing notice to the other in accordance with **Section 2.3 Notice** below. Each party acknowledges its responsibility to advise the other party in the event of any change in the respective party's Contract CA's name and/or contact information as soon as practicable.

2.3 **Notice Provision**

2.3.1 Except as provided in **Section 2.2: Contract Administrators** above, notices specifically provided for in this Contract shall be in writing and shall be deemed to have been duly given when received, if delivered personally or by nationally recognized courier, or on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested, to the following addresses:

(A) **To CFX:**

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

(B) **To Contractor:**

Durrance & Associates, P.A.
Attn: Chad G. Durrance
300 South Hyde Park Avenue, Suite 201, Tampa, Florida 36606

Article 3: Contractor Performance; Standard of Care

3.1 **Scope of Work**

3.1.1 Contractor shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in accordance with the terms and conditions hereto and in the manner and to the full extent set forth in the **"Scope of Work"** attached hereto as **Exhibit A** and any attachment thereto (collectively, the **"Work"**), which are herein incorporated by reference.

3.1.2 The Work shall be completed to the satisfaction of the duly authorized representatives of CFX, who shall be provided the full opportunity to evaluate the Work at any time during the Contract Term.

3.1.3 Unless otherwise expressly agreed to in a separate writing duly executed by the authorized representatives of each party, this Contract does not grant to Contractor any exclusive right to provide the Work to CFX.

3.2 **Standard of Care**

3.2.1 Contractor hereby represents and warrants to CFX that: (A) Contractor possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Work provided under this Contract; (B) Contractor shall exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities; and (C) Contractor shall efficiently provide the Work in a manner consistent with industry standards. Contractor hereby covenants that its employees, agents, subcontractors, representatives, volunteers, and any other associates, shall likewise be bound by the forgoing representations.

3.2.2 Unless otherwise expressly agreed to in a separate writing executed by the authorized representatives of both parties: (A) Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully provide the Work; and (B) Contractor shall provide all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or work of any type whatsoever, which are necessary to fully complete and deliver the Work.

3.2.3 Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, CFX, and municipal governments, as well as their respective departments, commissions, boards, and officers which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

3.2.4 With prior written approval from CFX, Contractor may subcontract a portion of the Work; however, Contractor shall remain fully responsible for the satisfactory completion of all such subcontracted work.

3.2.5 Contractor shall ensure that all of Contractor's employees, agents, subcontractors, representatives, volunteers, and any other associates fully comply with all of the terms and conditions set forth herein when performing in any manner under this Contract.

3.2.6 CFX may require that Contractor removes any employee, volunteer, associate, subcontractor, or agent of Contractor from performing under this Contract that CFX, in its sole discretion, deems to be objectionable or otherwise performing contrary to the best interests of CFX. CFX shall not be responsible for any costs directly or indirectly related to such removal.

3.3 **Contractor Responsibility**

3.3.1 Contractor shall take any and all reasonable precautions in the performance of the Work and shall cause its employees, agents, and subcontractors to do the same. Contractor shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury, or loss to:

(A) All employees of Contractor and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the Work;

(B) All property of Contractor and/or its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible on or adjacent to the Central Florida Expressway System or other areas upon which Work is performed; and

(C) Members of the public who may be traveling on the Central Florida Expressway System and their vehicles.

3.3.2 Contractor shall comply with, and shall cause its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible to

comply with, the provisions of this Contract, the Scope of Work, other applicable Contract Documents, policies of CFX, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation: (A) those relating to the safety of persons and property and their protection from damage, injury, or loss; (B) all workplace laws, regulations, and posting requirements; (C) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and (D) compliance with the public records laws of Chapter 119, Florida Statutes.

3.3.3 Contractor shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Central Florida Expressway System or in any way involved in the provision of the Work by Contractor, whether such property is owned by Contractor, CFX, or any other person, to the extent such damage or loss was caused or brought about, in whole or in part, by the acts or omissions of Contractor, its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be legally or contractually responsible.

3.3.4 Contractor shall ensure that all of its activities and the activities of its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

3.3.5 Contractor shall immediately notify CFX of any material adverse change in Contractor's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in Contractor, or of the existence of any material impairment of rights or ability of Contractor to carry on as its business and operations are currently conducted.

3.3.6 With respect to any employees of Contractor directly providing work to CFX, Contractor shall not make or enforce any requirement of any such employee or enter into or enforce a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving Contractor's employ and taking employment with any successor of Contractor to perform roadway and bridge maintenance services on behalf of CFX.

3.4 **Skillful and Licensed Provision of Work**

3.4.1 Throughout the Contract Term, Contractor shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Work by Contractor; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Work.

3.4.2 The Contractor hereby represents and warrants that:

(A) Contractor has, and for the entire duration of the Contract Term will continuously maintain, adequate and competent staff in the performance of Work under this Contract.

(B) Contractor: (1) has obtained and is current on all federal, state, and/or local licenses, certifications, and permits required to legally operate and/or meet its obligations hereunder; (2) is in good standing with all regulatory agencies by which its business, operations, and/or any other activities are regulated; and (3) will, for the entire Contract Term, continuously maintain any such licenses, certifications, and/or permits and continuously remain in good standing with any such regulatory agencies.

(C) Any employee, volunteer, associate, subcontractor, or agent of Contractor (or of its subcontractors) whose performance under this Contract requires licensure will, for the full duration of their performance under this Contract will continuously: (1) have and

maintain such valid licensure; and (2) remain in good standing with any regulatory agency that regulates their business, operations, and/or other activities.

3.4.3 Evidence of any such licensure, certifications, and/or permits, including renewals thereof, shall be made available to CFX upon request. Any failure on CFX's part to make such a request will not in any way relieve Contractor or its subcontractors of their obligation to comply with the requirements of this **Section 3.4: Skillful and Licensed Provision of Work**.

Article 4: Payment Terms

4.1 Method of Payment

4.1.1 The method of payment for this Contract shall be as described in attached **Exhibit B: Method of Payment**, which is herein incorporated by reference.

4.1.2 The total amount paid by CFX under this Contract shall not exceed **$1,000,000.00.** (the **"Not to Exceed Amount"**) for Work properly performed during the term of the Contract.

4.1.3 By executing this Contract, Contractor acknowledges and agrees that, unless otherwise agreed to in a separate writing executed by the authorized representatives of both parties, Contractor shall be solely responsible for any costs or obligations it incurs that exceeds the Not to Exceed Amount.

4.1.4 This Contract's use of a "not to exceed" maximum amount in no way entitles Contractor to payment of the maximum amount unless such amount has been fully earned by Contractor in accordance with the provisions of this Contract. Any portion of the maximum amount unexpended or remaining at the end of the Contract Term shall be retained by and/or returned to CFX.

4.1.5 Contractor understands and agrees that the Work is to be provided to CFX on an "as needed" basis and that the dollar values referred to in this Contract do not in any way constitute a guarantee of either the level of service or work that may be requested of Contractor by CFX, or payment of the total maximum amount to Contractor.

4.2 Invoices

4.2.1 CFX shall make payments on proper invoices received under this Contract in accordance with Florida's Local Government Prompt Payment Act, Section 218.70 *et. seq.*, Florida Statutes.

4.2.2 Unless otherwise provided in the Contract Documents:

(A) Invoices for the Work provided hereunder shall be submitted to: Billing@CFXway.com, or to the Accounts Payable Section, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

(B) All invoices must include, at minimum, the following: (1) a unique invoice number; (2) the Contractor's name; (3) the Contractor's address; (4) the invoice date; (5) the CFX contract number; and (6) the total invoice amount.

(C) If the Work hereunder provided involves the provision of goods or itemized deliverables, such invoices must additionally include, per item/deliverable: (1) quantity of item purchased; (2) item's unit of measure, if applicable; (3) item's unit price; and (4) total price per each item.

(D) If the Work contemplated hereunder involves the provision of services, such invoices must additionally include, to the extent applicable: (1) itemized descriptions of the services provided; (2) respective dates for each such itemized service; (3) calculation

of per-service cost based on the billing method for services herein provided (e.g., approved hourly rates, per milestone/deliverable completion, etc.).

4.3 Withholding of Payment

4.3.1 In the event CFX is not satisfied with the Work provided by Contractor, CFX reserves the right to withhold any amounts due until Contractor has appropriately addressed the problem to the satisfaction of CFX.

4.3.2 Should CFX decide to withhold or deny payment on an invoice, CFX shall, by electronic mail to the Contractor CA, provide Contractor a written description of: (A) the items in the invoice that CFX deems objectionable; and (B) the corrective action to be taken by Contractor so that payment may be made.

4.3.3 Nothing in this **Section 4.3: Withholding of Payment** may be construed as impacting or infringing upon CFX's right to terminate this Contract or to seek any additional remedies available to it at law or in equity.

4.4 Funding Availability

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. If the funding anticipated for the fulfillment of this Contract is, at any time, not forthcoming or otherwise insufficient, CFX shall have the right, in its sole discretion, to terminate or suspend this Contract without damage, penalty, cost, or expense to CFX of any kind whatsoever. The effective date of any such termination or suspension shall be as specified in CFX's notice of termination or suspension. CFX shall have the final authority over whether such funding is available.

Article 5: Termination

5.1 Termination for Convenience

CFX shall have the right to terminate or suspend this Contract, in whole or in part, for convenience, without cause and at any time, upon providing written notice to Contractor no fewer than thirty (30) days prior to such termination. Such termination will be effective on the date stated on the notice. If Contractor is owed any compensation under the Contract for Work already provided as of the date of termination, Contractor will be paid for all work properly performed prior to the date of termination in accordance with the payment provisions of the Contract.

5.2 Termination for Cause

5.2.1 **Immediate Termination.** CFX reserves the right to, without penalty, immediately cancel or terminate this Contract for cause with such termination being effectuated as of Contractor's receipt of written notice (**"Immediate Termination"**), for any number of the following causes all of which shall constitute a material breach of this Contract:

(A) If Contractor or any employee, servant, or agent of Contractor is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by Contractor for on behalf of CFX;

(B) If Contractor is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors, or if Contractor otherwise becomes insolvent or is adjudged bankrupt or insolvent by any Court;

(C) If Contractor is determined to be ineligible to do business in the State of Florida; and/or

(D) As otherwise expressly provided for in this Contract or required by law.

5.2.2 **Standard Termination for Cause**

(A) For breaches of this Contract for which Immediate Termination does not apply, CFX may terminate this Contract for cause. Such termination for cause may be for any material breach of this Contract, including without limitation Contractor: (1) failing to perform the Contract terms and conditions; (2) failing to begin the Work under the Contract within the time specified in the Scope of Work or, if applicable, Notice to Proceed; (3) failing to perform the Work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt and timely performance of the Work; (4) failing to comply with the terms and conditions of the Contract; or (5) performing unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, failing to carry on the Work in an acceptable manner.

(B) Should CFX believe Contractor to be in breach of this Contract, CFX shall provide Contractor with a written **"Default Notice"** that: (1) notifies Contractor as to the nature of such breach; and (2) demands that Contractor show cause as to why CFX should not declare the Contract to be in default.

(C) After at least five business days from the date Contractor received any such Default Notice has lapsed, CFX may declare this Contract to be in default and may terminate this Contract, in whole or part, for cause.

5.2.3 **Opportunity to Cure**

(A) CFX shall have no obligation to provide Contractor the opportunity to cure any breach of this Contract; nevertheless, without creating such an obligation to provide an opportunity to cure or accept any cure proposed by Contractor, CFX may elect to provide Contractor with the opportunity to cure a breach of this Contract.

(B) If CFX decides to provide such an opportunity to cure, it shall: (1) include such opportunity to cure as part of its Default Notice; and (2) provide a timeframe deemed appropriate by CFX by which Contractor must cure or, only if expressly permitted by CFX, submit its proposed cure to CFX.

(C) Moreover, should CFX elect to provide such an opportunity to cure, CFX may not declare this Contract to be in default until the later of the following dates: (1) the date the timeframe provided in **Subsection 5.2.2(C)** above expires; or (2) the date the timeframe provided in **Subsection 5.2.3(B)** above expires.

5.2.4 **Declaration of Default.** Upon declaration of default and termination of this Contract:

(A) CFX will have the right to appropriate or use any or all materials as CFX determines and may retain other contractors for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion.

(B) All costs and charges incurred by CFX because of, or related to, Contractor's default (including the costs of completing Contract performance) shall be charged against Contractor. In the event the expense of Contract completion is less than the amount still outstanding under the Contract, the expense shall be deducted from the amount still outstanding. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, Contractor shall pay CFX the amount of the excess.

(C) CFX shall compensate Contractor for all authorized Work completed, before the effective date of termination, which has resulted in a usable product or otherwise tangible benefit to CFX. All such payments shall be subject to an offset for any damages incurred by CFX resulting from Contractor's breach of this Contract and any

delay occasioned by early termination. No damages, fees, or costs may be assessed against CFX for its termination of this Contract for cause. Moreover, CFX shall have no liability to Contractor for expenses or profits related to unfinished work on a Contract terminated for default.

(D) If a court of competent jurisdiction determines that this Contract was wrongfully terminated for cause, then Contractor's damages for such termination, if any, shall be the same as if CFX had terminated this Contract for convenience.

5.3 **In the Event of Termination**

5.3.1 The following provisions shall apply to all terminations of this Contract, regardless as to whether such termination is for convenience or cause:

(A) Under no circumstances shall a properly noticed termination by CFX constitute default by CFX hereunder.

(B) In no event shall Contractor be paid for special, indirect, consequential, or other undocumented costs and/or expenses arising from or out of the termination of this Contract by CFX. Payment for Work performed will be based on Contract prices, which prices are deemed to include profit and overhead, only if such profit and overhead were contemplated and permitted under the Contract. No profit or overhead will be allowed for work not performed.

(C) Prior to the effective date of any such termination, Contractor shall, unless otherwise expressly provided by CFX in writing: (A) maintain the same service level at which it was providing the Work prior to its receipt of CFX's notice of termination; (B) not incur any additional obligations or enter into any additional subcontracts to provide the Work; and (C) finalize all necessary reports, invoices, and other documentation required under the terms of this Contract.

(D) Contractor shall additionally: (A) submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of Contractor who performed or was otherwise utilized by Contractor under this Contract; and (B) immediately initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

5.4 **Force Majeure**

5.4.1 Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by explosion, war, embargo, civil or military authority, pandemic, epidemic, "Act of God", or similar causes beyond Contractor's control so long as Contractor's delay is not caused by Contractor's own fault or negligence.

5.4.2 Notwithstanding the foregoing, Contractor may not claim *Force Majeure* for any emergency, exigency, or "Act of God" that in any way existed or was reasonably foreseeable at the time this Contract was executed by Contractor, or if the Work hereunder specifically addresses the performance of Work during or after such an emergency (e.g., if the Work hereunder is regarding CFX's emergency response needs related and an emergency occurs, Contractor may not claim such emergency to be a *Force Majeure*). Nothing in this provision shall be construed as preventing CFX from being able to terminate this Contract for convenience in accordance with **Section 5.1: Termination for Convenience** above.

Article 6: Insurance; Indemnification; Liability

6.1 Insurance

6.1.1 Contractor shall procure and maintain insurance in accordance with the provisions of **Schedule 1: Insurance Requirements**, which is attached hereto and incorporated herein by reference. Contractor meeting this Contract's insurance requirements shall be a condition precedent both to this Contract and payment hereunder by CFX.

6.1.2 CFX additionally reserves the right to withhold or otherwise deny payment to Contractor for any period of time during the Contract Term within which Contractor fails to strictly comply with the provisions of **Schedule 1: Insurance Requirements**.

6.2 Indemnification

6.2.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless CFX, its officers, board members, agents, and employees from, and against, any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any negligent or intentional act or omission by Contractor, its officers, agents, and/or subcontractor(s) (if any), or anyone directly or indirectly employed by them or for whose acts any of them may be liable, that is in any manner related to this Contract, or to any performance or non-performance of the Work and/or any obligation hereby assumed by Contractor.

6.2.2 This indemnification shall include without limitation any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights, or other third-party rights of any kind; by or arising out of any one or more of the following: (A) violation of same by Contractor, its subcontractors, officers, agents or employees; (B) CFX's use or possession of the "Contractor Property" or "Contractor Intellectual Property" (each such term as defined in **Subsection 8.9.1** below); (C) CFX's full exercise of its rights under any license conveyed to it by Contractor; (D) Contractor's violation of the confidentiality and security requirements hereunder; (E) Contractor's failure to include terms in its subcontracts as required by this Contract; (F) Contractor's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors; and/or (G) Contractor's breach of any of the warranties or representations contained in this Contract.

6.2.3 Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, board members, agents, or employees.

6.2.4 The parties agree that one percent (1%) of the total compensation to Contractor for performance of each task authorized under the Contract is the specific consideration from CFX to Contractor for the indemnity herein provided and, if applicable, the parties further agree that such one percent (1%) is included in the amount negotiated for each authorized task.

6.2.5 The obligations in this **Section 6.2: Indemnification**, shall survive the expiration or termination of this Contract and continue in full force and effect.

6.3 Sovereign Immunity

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

benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

6.4 Limitation of Liability

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

6.5 Independent Contractor

6.5.1 It is understood and agreed that nothing contained in this Contract creates or establishes the relationship of copartners between the Parties, or constitutes Contractor, or any employee thereof, as the agent, representative, or employee of CFX for any purpose or in any manner whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to its performance under this Contract.

6.5.2 Under no circumstances shall any individual hired or otherwise directly or indirectly utilized by Contractor to meet any of its obligations hereunder be considered an employee of CFX. Contractor shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. Moreover, Contractor shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

6.5.3 Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter. Additionally, no review or approval of Contractor's performance, reports, or records by CFX may be construed as CFX directing or supervising the actions of Contractor. Contractor shall at all times retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

6.6 No Third-Party Beneficiaries

There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any legal or equitable obligation, right, benefit, claim, or remedy of any nature arising under or by reason of this Contract.

Article 7: Records Management

7.1 Generally

7.1.1 The Contractor shall: (A) comply with all records retention, access, inspector general, and public record obligations found in this **Article 7: Records Management**; and (B) impose the same obligations on any subcontractors used by Contractor to provide any Work hereunder.

7.2 Records Retention

7.2.1 Contractor shall keep books, records, and accounts of all activities, related to this Contract, in compliance with generally accepted accounting procedures, and at all times must retain sufficient documentation to substantiate claims for payment under this Contract and all other records, electronic files, paper, and documents that were made in relation to this Contract.

7.2.2 **"Relevant Records"** means any and all records, documents, information, communications, and/or data, regardless of the format or method of storage (e.g., physical, electronic, or other), created, utilized, received, or maintained in relation to: (A) Contractor's solicitation for the award of this Contract (e.g., quote, bid, proposal, letter of interest, etc.); (B) the fulfillment of Contractor's obligations hereunder; and (C) the expenditure of CFX funds. Relevant Records include without limitation:

(A) Records, documents, information, communications, data related to: (1) any calculations used by Contractor in determining labor, unit price, or any other component of the applicable solicitation submitted to CFX; (2) any determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, or arithmetic extensions; quotes from subcontractors, or material suppliers, profit contingencies, and any manuals standard in the industry used by Contractor in determining a price; and

(B) All communications, writings, working papers, drafts, logs, invoices, financial reports, financial records, audit reports, receipts, bills, notes, charts, or any other data compilations, books of account, photographs, video recordings, audio recordings, or supporting documents.

7.2.3 Contractor shall preserve all Relevant Records for the entire Contract Term and for a period of five (5) years after the later of: (A) final acceptance by CFX of the project or all work performed under the Contract; (B) until all claims (if any) regarding the Contract are resolved; or (C) expiration of the Relevant Records status as public records, as and if applicable, under Chapter 119, Florida Statutes.

7.3 **Audits; Records Access**

7.3.1 During regular business hours, Contractor shall permit any authorized representative of CFX to access, inspect, review, and/or reproduce any and all Relevant Records of Contractor or any subcontractor thereof. If the Work is site-specific, Contractor shall ensure access to the work site is provided to any authorized representative of CFX.

7.3.2 Contractor shall furnish CFX with any and all Relevant Records, data, or other information that CFX believes to be needed for the purpose of performance monitoring and evaluation, auditing, and/or quality assurance as soon as practicable, but no later than five (5) business days from the date CFX makes such request. CFX hereby retains the right to conduct performance and financial audits at any time during the Contract Term, as well as at any time during the applicable retention period.

7.3.3 If CFX requests access to or review of any Relevant Documents and Contractor refuses such access or review or fails to timely accommodate such access or review, Contractor shall be in default under its Contract with CFX, and such actions shall, without any other or additional actions or omissions, constitute grounds for suspension, disqualification of Contractor, and/or termination of the Contract. These provisions shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract.

7.3.4 Disqualification, suspension, and/or termination of the Contractor for failure to comply with the requirements of this Article shall also preclude the Contractor from acting in the future as a subcontractor of another Contractor doing work for CFX during the period of disqualification or suspension. Disqualification means the Contractor is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

7.3.5 At any time during the Contract Term or applicable retention period, Contractor shall permit CFX to perform or have performed an audit of the records of the Contractor and any or all subcontractors to support the compensation paid the Contractor. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid

by CFX because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts shall be due to CFX upon demand.

7.4 **Cooperation with Inspector General**

Pursuant to Section 20.055(5), Florida Statutes, the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract.

7.5 **Public Records**

7.5.1 Notwithstanding the provisions of **Section 8.1: Communications, Public Relations, and Use of Logos** and **Subsection 8.9.1** below, Contractor understands that as public agency CFX is subject to the broad requirements of Florida's Public Records Law, Chapter 119, Florida Statutes, as amended.

7.5.2 By entering into this Contract, Contractor: (A) understands that all documents, records, and materials of any kind relating to the relationship created under this Contract shall be open to the public for disclosure and inspection, unless specifically deemed either confidential or exempt under Florida law; and (B) agrees to, in good faith, assist CFX in the provision of any applicable records requested under such law.

7.5.3 Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Contract, including without limitation any requests for Relevant Records as defined in **Subsection 7.2.2** above, Contractor shall immediately notify the CFX. In the event Contractor has public records in its possession, Contractor must promptly provide such records to CFX. Failure by Contractor to timely notify CFX and/or timely provide any such records to CFX shall be grounds for immediate unilateral termination of this Contract by CFX for cause.

7.5.4 To the extent that this is a Contract for services and Contractor meets the definition of "Agency" in Section 119.011(2), Florida Statutes, which includes private agencies, persons, partnerships, corporations, or business entities acting on behalf of a public agency, the Contractor shall additionally:

(A) Keep and maintain public records required by CFX to perform the service.

(B) Upon request from CFX's custodian of public records, provide CFX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Contractor does not transfer the records to CFX.

(D) Upon completion of the Contract, transfer, at no cost, to CFX all public records in possession of Contractor or keep and maintain public records required by CFX to perform the service. If Contractor transfers all public records to the public agency upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All

records stored electronically must be provided to CFX, upon request from CFX's custodian of public records, in a format that is compatible with the information technology systems of CFX.

7.5.5 The obligations in this **Section 7.5: Public Records** shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, PUBLICRECORDS@CFXWAY.COM, OR 4974 ORL TOWER ROAD, ORLANDO, FL. 32807.

Article 8: Miscellaneous Provisions

8.1 Communications, Public Relations, and Use of Logos

8.1.1 Contractor agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the Contract Term without first notifying CFX and securing its consent in writing, except as required by law. Contract also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Contract, it being understood that, under **Section 12.1: Ownership of Documents** below, such data or information is the property of CFX.

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

8.2 Conflict of Interest; Ethics

8.2.1 Contractor acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics.

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

8.3 Confidential Trade Secret Information

8.3.1 Pursuant to Section 815.045, Florida Statutes, Contractor's "trade secrets", as defined in Section 812.081, Florida Statutes, are confidential and exempt from public disclosure; however, Contractor may lose such protections by failing to take reasonable measures or make reasonable efforts to maintain such information's secrecy.

8.3.2 Accordingly, the parties hereto agree that CFX will treat any documents, materials, records, or other information designated by Contractor as being its confidential trade secret information as confidential and exempt from public disclosure, so long as the following conditions are met: (A) such trade secret designation by Contractor must be in writing provided at the time of initial disclosure to CFX; (B) neither oral trade secret designations nor trade secret designations made after initial disclosure to CFX will be accepted; and (C) under no circumstances will the Contract, the nature of the Work, services, materials, equipment, or goods contemplated hereunder, or any price or payment related information will be considered or treated as Contractor's trade secret information by CFX.

8.3.3 Contractor shall indemnify CFX against all lawsuits, claims, and/or costs incurred (including reasonable attorneys' fees) by CFX that are in any manner related to Contractor's trade secret information. Moreover, Contractor shall be solely responsible for defending the confidentiality of its trade secret information at its sole cost, which action shall be taken in a court of competent jurisdiction located in Orange County, Florida, immediately, but no later than ten (10) days from the date Contractor receives written notification from CFX of a third-party request for disclosure of Contractor's designated trade secret information.

8.3.4 Failure of Contractor to timely file an action to defend the confidentiality of its designated trade secret information shall constitute as a waiver by Contractor of both: (A) any claim, whether at law or in equity, that such information is confidential and/or exempt from public disclosure; and (B) any objection it may have to CFX's release of the requested information or records.

8.4 **Contingent Fees Prohibited**

Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

8.5 **Data Security**

8.5.1 The Contractor shall protect and secure any data obtained by Contractor in the course of performing the Work contemplated hereunder that is: confidential information exempt from public disclosure pursuant to Chapter 119, Florida Statutes; personal information enumerated in Section 501.171(1)(g), Florida Statutes; and/or restricted from public disclosure based on federal or state laws and regulations, including without limitation those related to privacy, confidentiality, security, personal health, business or trade secret information, and exemptions from Florida public records laws (collectively **"Non-Open Data"**).

8.5.2 Title to all Non-Open Data will remain the property of CFX and/or will become the property of CFX upon receipt and acceptance. Contractor shall not possess or assert any lien or other right against or to any Non-Open Data in any circumstances. Contractor shall not, without written permission from CFX, divulge to any third party any Non-Open Data unless required by law or legal process, and only after notice to CFX, and shall comply with all applicable provisions of Section 501.171, Florida Statutes, and any other applicable federal, state, or local data security laws.

8.6 **Equal Employment Opportunity**

Contractor shall comply with all federal, state, and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be

limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8.7 **Infringement of Patents and Copyrights**

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the Work, goods, and/or services, or any part thereof furnished under this Contract, constitute an infringement of any patent or copyright of the United States. Contractor shall pay all damages and costs awarded against CFX. The obligations in this **Section 8.7: Infringement of Patents and Copyrights**, shall survive the expiration or termination of this Contract and continue in full force and effect.

8.8 **Nondiscrimination**

Contractor, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

8.9 **Disqualifying Offences**

8.9.1 If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, Contractor is required to immediately remove that person from performance under this Contract.

8.9.2 The disqualifying offenses are as follows: (A) computer related crimes; (B) information technology crimes; (C) fraudulent practices; (D) false pretenses; (E) fraud; (F) credit card crimes; (G) forgery; (H) counterfeiting; (I) violations involving checks or drafts; (J) misuse of medical, confidential, or personnel records; (K) theft; (L) embezzlement; (l) and any other financial crimes or crimes of dishonesty.

8.10 **Ownership of Materials and Intellectual Property Rights**

8.10.1 CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the **"CFX Property"**). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the **"CFX Intellectual Property"**). Contractor, its employees, agents, officers, and subcontractors acknowledge that: (A) E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property; and (B) access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

8.10.2 Contractor, its employees, agents, officers, and subcontractors:

(A) May not use CFX Property or CFX Intellectual Property in any way, other than in performance of the Work under the terms of this Contract without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion; and

(B) Shall, subject to Chapter 119, Florida Statutes, maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of the Work hereunder, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion; and

(C) Shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the CFX Property or CFX Intellectual Property.

(D) Shall, in ensuring the confidentiality and security of CFX Property and CFX Intellectual Property utilize the same standards of protection and confidentiality that Contractor uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

8.10.3 For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by Contractor (collectively, the **"Contractor Property"**) and the intellectual property rights associated therewith (collectively, the **"Contractor Intellectual Property"**), Contractor – inclusive of its employees, officers, agents, and subcontractors – warrants and represents the following:

(A) Contractor was and is the sole owner of all right, title, and/or interest in and to all Contractor Property and Contractor Intellectual Property; or

(B) Contractor has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the Contractor Property and Contractor Intellectual Property, as necessary to provide and install the Contractor Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that Contractor is current and will remain current on all royalty payments due and payable under any license where Contractor is licensee; and

(C) Contractor has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the Contractor Property or any license granted to CFX for use of the Contractor Intellectual Property rights.

8.10.4 Contractor further warrants and represents that there are no pending, threatened, or anticipated claims against Contractor, its employees, officers, agents, or subcontractors with respect to the Contractor Property or Contractor Intellectual Property.

8.10.5 The provisions of this Section shall survive the expiration or termination of this Contract for the longer of: (A) the statute of limitations on any action arising out of either party's conduct relating to this Section, whether such action may be brought by CFX, Contractor, or a third party; or (B) CFX's continued use – notwithstanding any temporary suspension of use – of any Contractor Property or Contractor Intellectual Property.

8.10.6 Notwithstanding anything to the contrary, the confidentiality and security provisions herein contained shall survive the expiration or termination of this Contract for 10 years beyond both timeframes provided in **Subsection 8.10.5** above.

Article 9: Florida Vendor Eligibility Provisions

9.1 E-Verification

9.1.1 This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor hereby represents, warrants, and certifies that it is

registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor.

9.1.2 Contractor additionally hereby acknowledges the responsibilities and obligations of both Contractor and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (A) an obligation that Contractor obtains and maintains affidavits from each of its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and (B) the right of CFX to unilaterally and immediately terminate this Contract for Contractor's failure to comply with the applicable provisions of Section 448.095(5), Florida Statutes, and to impose upon Contractor any additional costs incurred by CFX resulting from such termination.

9.2 **Public Entity Crimes**

9.2.1 Contractor hereby represents, warrants, and certifies that: (A) neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (B) Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list; and (B) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

9.3 **Scrutinized Companies**

9.3.1 Contractor hereby represents, warrants, and certifies to the following: (1) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith; and (2) Contractor is not on Florida's "Scrutinized Companies that Boycott Israel List" created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel.

9.3.2 If the Contract value meets or exceeds $1,000,000.00, then Contractor hereby additionally represents, warrants, and certifies that: (1) Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes, and (2) Contractor is not engaged in business operations in Cuba or Syria.

9.3.3 In accordance with Section 218.135, Florida Statutes, CFX shall have the option to terminate this Contract and shall have the right to, notwithstanding anything to the contrary in this Contract, pursue all remedies available to it in equity and at law, if: (1) either of the above certifications are found to have been false; (2) Contractor is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

9.4 **Discriminatory Vendors and Anti-Trust Violators**

9.4.1 Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate either Section 287.134, Florida Statutes, or Section 287.137, Florida Statutes. In accordance with such sections of Florida law, contractors that have been placed on either the discriminatory vendors list, the antitrust violator vendor list, or both: (A) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (B) may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; (C) may not submit bids, proposals, or replies on leases of

real property to a public entity; (D) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (E) may not transact business with any public entity.

9.5 **Countries of Foreign Concern**

9.5.1 Contractor hereby represents, warrants, and certifies that Contractor has read and reviewed the provisions, requirements, and prohibitions of Section 287.138, Florida Statutes, regarding contracting with foreign countries of concern and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.

9.5.2 If this Contract will in any manner give Contractor access to any individual's personal identifying information, then:

(A) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor shall submit to CFX an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not meet any of the following criteria: (1) Contractor is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in Contractor; or (3) Contractor is organized under the laws of or has its principal place of business in a foreign country of concern. For the purposes of this decision, the definition of "foreign county of concern", "controlling interest", "governmental entity", are as provided in Section 287.138(1), Florida Statutes.

(B) Contractor hereby acknowledges that the Florida Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates Section 287.138, Florida Statutes, and that the penalties for such violation may include any provided for in Section 287.138(5), Florida Statutes, including without limitation: (1) a civil penalty equal to twice the amount of the contract for which the entity submitted a bid or proposal for, replied to, or entered into; and (2) ineligibility to enter into, renew, or extend any contract, including any grant agreements, with any governmental entity for up to 5 years. CFX shall additionally have the option to terminate this Contract for cause if Contractor is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

9.6 **Common Carrier**

9.6.1 Contractor hereby represents, warrants, and certifies that Contractor has read and reviewed the provisions, requirements, and prohibitions of Section 908.111, Florida Statutes, regarding contracting with common carriers and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.

9.6.2 If Contractor meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(A) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor shall execute and submit to CFX an attestation in conformity with Sections 92.525 and 908.111(3), Florida Statutes, stating that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

(B) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

9.7 **Human Trafficking**

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

9.8 **Incorporation of Florida Vendor Eligibility Provision Forms**

9.8.1 Either as part of the solicitation for this Contract, or as a precondition of this Contract, Contractor has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this "Florida Vendor Eligibility Requirements" section by use of the following forms provided by CFX:

(A) **CFX-200: E-Verification Use and Registration Certification**

(B) **CFX-210: Certifications Regarding Vendor Eligibility**

(C) **CFX 220: Human Trafficking Affidavit**

(D) **CFX-230: Common Carrier Attestation**

(E) **CFX-240: Foreign Countries of Concern Affidavit**

9.8.2 All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason Contractor has not yet executed any such forms: (A) Contractor doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (B) any failure of Contractor to do shall be cause for termination of this Contract by CFX.

Article 10: Provisions for Specialized Services Contracts

10.1 **Conflict of Interest Provision**

10.1.1 Contractor acknowledges that it meets the definition of "Consultant" under the CFX Code of Ethics, that it has read the CFX's Code of Ethics, and, to the extent applicable, Contractor will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

10.1.2 As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, Contractor understands that completion of **CFX-105: Potential Conflict Disclosure Form** is a precondition to the execution of the Contract and payment by CFX hereunder.

10.1.3 For the full Contract Term, Contractor shall submit a revised **CFX-105: Potential Conflict Disclosure Form** to CFX:

(A) At the time of entering into this Contract;

(B) Annually, not later than July 1st; and

(C) Promptly upon the occurrence of an event that would require disclosure.

10.1.4 Contractor shall use CFX's most current version of the **CFX-105: Potential Conflict Disclosure Form**, which CFX will provide to Contractor annually and will otherwise be available by request from the CFX Procurement Department.

10.1.5 Contractor covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313,

Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

10.2 **Major Sub-Vendor Provision**

10.2.1 If, during the term of this Contract and any renewals hereof, Contractor desires or intends to provide payment to a subcontractor, subconsultant, and/or service provider (collectively **"Sub-Vendor"**) that was not disclosed by Contractor to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00, Contractor shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

10.2.2 Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by Contractor under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, Contractor may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

10.2.3 CFX shall not be responsible to Contractor for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Contractor have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

10.3 **Assignment and Removal of Key Personnel**

10.3.1 The Parties hereto agree that the following are material considerations upon which CFX relied when deciding to award this Contract to Contractor:

(A) The level of expertise, knowledge, and experience possessed by the employees, subcontractors, or other individuals identified by the Contractor in hereto attached **Exhibit C: Statement of Qualifications** as being responsible for providing, overseeing, supervising, or otherwise being responsible for the performance of the Work (the **"Key Personnel"**); and

(B) Contractor's covenant to, at all times, utilize individuals possessing such expertise, knowledge, and experience as contemplated in such **Exhibit C** when hereunder performing.

10.3.2 Throughout the Contract Term, Contractor shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Work, together with such other areas of expertise or experience, as may be designated from time to time during the Contract Term by CFX. When CFX designates an additional area for which expertise or experience shall be required, Contractor shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

10.3.3 Contractor shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Contract Term in accordance with the standards and requirements set forth in the Scope of Work. The identity of the individuals initially assigned to each of such positions by Contractor shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing the Work required hereunder to the extent required.

10.3.4 If Contractor removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, Contractor will replace such individual with an employee of like expertise. At no time shall CFX be obligated to accept Contractor's substitution of Key Personnel of lesser expertise than that originally assigned to perform work from CFX.

Article 11: General Provisions (Alphabetical)

11.1 Assignments and Successors

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

11.1.2 Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract.

11.2 Binding Effect; Conflicts

This Contract shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or assigns. In the event of a conflict between the covenants, terms, or provisions of this Contract and any document incorporated herein whether by attachment or reference, the provisions of this Contract shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Contract, the most restrictive shall govern.

11.3 Construction and Representations

Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Contract. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Contract shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Contract, which are not specifically set forth in this Contract.

11.4 Counterparts and Electronic Transmission of Signatures

This Contract may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Contract as executed by that party to the other party as mutually agreed upon by the Parties, and delivery shall be effective and complete upon completion of such transmission.

11.5 Electronic Signatures

Each party hereby agrees that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

11.6 **Governing Law**

This Contract shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Contract, without reference to any conflicts of law provisions.

11.7 **Headings**

The headings or captions of articles, sections, or subsections used in this Contract are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Contract.

11.8 **Jury Waiver**

To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Work hereunder, which may be brought by either of the Parties.

11.9 **Modification**

Unless otherwise expressly provided for herein, no modification of this Contract shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party.

11.10 **Remedies**

No remedy conferred upon any party in this Contract is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or as provided at law or equity. No single or partial exercise by any party of any rights, power, or remedy shall preclude any other or the further exercise thereof.

11.11 **Severability**

The provisions of this Contract are declared by the Parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Contract. Therefore, should any material term, provision, covenant, or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

11.12 **Signatory**

Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party, to enter into and perform under this Contract. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Contract, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

11.13 **Survivorship**

Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including by way of example only, the indemnification and records maintenance provisions, shall survive any expiration, cancellation, or termination of this Contract.

11.14 **Time is of the Essence**

Time is of the essence regarding every obligation of Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation – including a breach resulting from untimely performance – is a material breach.

11.15 **Venue**

Each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Orange County, Florida, regarding any legal action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Work hereunder. Each party further agrees venue for any such action, proceeding, or claim shall lie in Orange County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

11.16 **Waiver**

No delay or failure on the part of either party to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Article 12: Documents; Entire Agreement

12.1 **Ownership of Documents**

All plans, documents, reports, studies, and/or other data prepared or obtained by Contractor under this Contract, including drafts, shall be considered instruments made for the Work and shall become the property of CFX without restriction or limitation on their use and shall be made available, upon request, to CFX at any time.

12.2 **Contract Documents**

12.2.1 All attachments, exhibits, schedules, forms, and/or other documents herein referenced or hereto attached, including the contents of this Contract, shall constitute the **"Contract Documents"**.

12.2.2 **Attachments/Exhibits.** The documents in the table below are hereby incorporated into this Contract and serve as a material part hereof:

Document Name	Document Title
Schedule 1	Insurance Requirements
Exhibit A	Scope of Work
Exhibit B	Method of Compensation
Exhibit C	Statement of Qualifications

12.2.3 **Incorporation by Reference.** The documents identified below are hereby incorporated into this Contract by reference: (A) the requisite insurance policies; and (B) Forms CFX-200, CFX-210, CFX-220, CFX-230, CFX-240, and any other forms provided by Contractor.

12.3 **Entire Agreement**

This Contract, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. Regarding such subject matter, this Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by Board action on the 10th day of April, 2025, and Contractor signing through its undersigned signatory authorized to execute same.

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams
Director of Procurement

Date: 4/10/2025

"CONTRACTOR"

DURRANCE & ASSOCIATES, P.A.

By:

Print Name: Chad Durrance

Title: President

Date: 3/26/25

ATTEST: (Seal)

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 26th day of March, 2025, for its exclusive use and reliance.

By:
Cristina T. Berrios
Deputy General Counsel

SCHEDULE 1: INSURANCE REQUIREMENTS

REAL ESTATE APPRAISAL SERVICES

CONTRACT NO. 002218

(A) The Contractor agrees to maintain, on a primary basis and at its sole expense, the following types of insurance coverage with limits and on forms (including endorsements) as described in this **Schedule 1: Insurance Requirements** at all times throughout the duration of the Contract.

(B) These requirements, as well as CFX's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Contractor under the Contract. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

(C) Insurance carriers providing coverage required in this **Schedule 1: Insurance Requirements** must be licensed to conduct business in the State of Florida and must carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. CFX hereby reserves the right to examine copies and relevant provisions of the insurance policies required by this Contract, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of Contractor manuscript policies.

(D) The Contractor shall, by written agreement, require and ensure that each of its subcontractors providing services in any manner related to the Contract (if any) procures and maintains insurance of the types and to the limits specified herein until the completion of their respective services, with such agreements including without limitation similar waivers and endorsements in favor of all parties enumerated in this **Schedule 1: Insurance Requirements**.

(E) The Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws, including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

(F) **Commercial General Liability**

(1) 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 $1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Contract (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.

(2) The Contractor 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.

(3) *Required Endorsements*

(a) *Additional Insured* – ISO CG 20 10. CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

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.

(b) *Waiver of Transfer of Rights of Recovery – ISO* CG 24 04 or its equivalent. (Note: If submitting blanket endorsements, please include the entire endorsement and the applicable policy number).

(G) **Business Automobile Liability**

(1) Coverage shall be on an occurrence form policy for all owned, non-owned, and hired vehicles issued on ISO CA 00 01 11 20 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence/annual aggregate.

(2) 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 separate Business Auto Liability policy.

(3) *Required Endorsements*

(a) An additional insured endorsement naming CFX as an additional insured is also required to be submitted and maintained throughout the policy term.

(b) MCS-90 – for operations governed by Sections 29 & 30 of the Motor Carrier Act of 1980.

(H) Both the Commercial General Liability and Business Automobile Liability insurance policies provided for above 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; and

(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.

(I) **Workers' Compensation**

(1) Coverage for its employees with statutory workers' compensation limits and no less than $100,000.00 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.

(2) *Required Endorsements*

(a) *Waiver of Subrogation* – WC 00 03 13 or its equivalent. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents, and subcontractors.

(J) **Professional Liability/Errors and Omissions**

(1) Coverage shall have limits of not less than $1,000,000.00 per claim and $2,000,000.00 annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the Contractor.

(2) If the Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the entire term of this Contract and the Contractor shall purchase, at their sole expense, either:

(a) An Extended Reporting Endorsement (also known as Tail Coverage);

(b) Prior Dates Coverage from new insurer with retroactive date back to the date of, or prior to, the inception of the Contract; or

(c) Demonstrate through Certificates of Insurance that the Contractor has maintained continuous coverage with the same or original insurer.

(d) Coverage provided under items (a), (b), or (c) of **Subparagraph (2)** of this "Professional Liability/Errors and Omissions" requirement will continue for as long as the law allows.

(3) Professional Liability Insurance shall provide for all sums that the Contractor shall be obligated to pay as damages for claims arising out of the service performed by the Contractor, or any person or subcontractor employed by the Contractor, in conjunction with this Contract.

(K) The Contractor shall require all insurance policies that are in any way related to the work and are secured and maintained by the Contractor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. When required by the insurer, or should a policy condition not permit an endorsement, the Contractor 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 Contractor enter into such an agreement on a pre-loss basis. At the Contractor's expense, all limits must be maintained.

(L) Prior to execution and commencement of any operations/services provided under this contract, the Contractor shall provide CFX with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Central Florida Expressway Authority.

(M) Renewal certificates shall be immediately submitted to CFX. Such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this **Schedule 1: Insurance Requirements**.

(N) The Contractor shall notify CFX not less than 30 business days (10 business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Contractor shall provide evidence of pending replacement coverage to maintain compliance with these insurance requirements to CFX no fewer than 5 business days prior to the effective date of the replacement policy(ies), with the associated replacement certificates of insurance due to CFX no later than 5 business days from the effective date of any such replacement policy(ies).

The certificate holder shall read:

Central Florida Expressway Authority
C/O Risk Management Department
4974 Orl Tower Rd
Orlando, FL 32807

(O) For policies written on a "Claims-Made" basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is either canceled, non-renewed, switched to occurrence form, or any other event, which triggers the right to purchase a Supplemental Extended Reporting Period ("SERP"), during the life of this Contract, Contractor agrees to purchase the

SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve Contractor of the obligation to provide replacement coverage.

(P) In the event any of the herein required insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then: (1) CFX shall be entitled to the full coverage and limits of such policies; and (2) these insurance requirements will be deemed to require such greater coverage and greater limits.

(Q) Any deductible or self-insured retention must be declared to and approved by CFX. When a self-insured retention or deductible exceeds $100,000.00, CFX reserves the right to request a copy of the Contractor's recent annual report or audited financial statement. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(R) All such insurance required of the Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

(S) Compliance with these insurance requirements shall not relieve or limit the Contractor's liabilities and obligations under this Contract. 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.

[END SCHEDULE 1]

EXHIBIT A: SCOPE OF WORK
REAL ESTATE APPRAISAL SERVICES
CONTRACT NO. 002218

PART 1: SERVICES TO BE PROVIDED BY CONTRCTOR

(A) **Parcel/Property Valuations.** In accordance with the provisions of this Contract, Contractor shall appraise each parcel, and prepare and deliver to CFX, within thirty (**30**) calendar days after the date of each Task Order, one copy of the appraisal report(s) for each parcel identified in said Task Order. Such 30 calendar day time period may be extended by the CFX General Counsel in writing based upon the nature of the appraisal.

(1) Contractor shall personally inspect each parcel, including all buildings, structures, fixtures, and other improvements to the property.

(2) Contractor shall give the owner or his designated representative an opportunity to accompany Contractor during his detailed inspection of the property.

(3) If the owner of a compensable interest in the property or a representative of such owner does not accompany Contractor during the inspection, Contractor shall include in his appraisal report a copy of his notification to the owner of the opportunity to accompany Contractor and evidence of the owner's receipt of such notification.

(4) In the process of inspecting the property, Contractor shall, to the extent practicable, ascertain the rights of all parties in possession and note for consideration all information and comments furnished by the owner or their representative relevant to the appraisal.

(B) **Judicial Proceedings; Expert Witness Testimony.** If requested by CFX, Contractor shall testify as an expert witness on behalf of CFX in any judicial or administrative proceeding involving any property appraised under this Contract. Such services shall include such reasonable time as may be required for re-inspection of the property, updating Contractor's valuation, participation in pretrial or prehearing conferences with counsel for CFX, and testifying in the judicial or administrative proceeding.

(C) **Appraisal Report Modifications; Updates**

(1) Contractor shall modify or furnish supplements to any appraisal report furnished under this Contract, without additional cost to CFX, if: (a) applicable principles of law with respect to the valuation of the property require the modification or supplementing of such appraisal; (b) material omissions, inaccuracies, or defects in the appraisal report are discovered after delivery and acceptance of the report by CFX; or (c) Contractor receives or becomes aware of relevant additional appraisal information in existence prior to the date Contractor signed the report.

(2) If there is a significant delay between the date of valuation and the date of acquisition of any parcel, or if the property has been materially altered since the appraisal by a fire, a revised determination of the boundaries of the property is acquired, or other cause, Contractor shall, if requested by CFX, furnish CFX a supplementary report updating this valuation and the supporting data and analyses to a current date. The compensation for such updating of an appraisal shall be determined in accordance with the provisions of **Exhibit B: Method of Payment**.

(D) **Valuation of Reserved Rights or Interests.** Contractor shall estimate the value of any right or interest proposed to be reserved by the owner in a property appraised by Contractor, such as an easement for access to other property of the owner, the right to continue occupancy for an extended period after CFX acquires the property, or the right to remove any building, structure, fixture, or other improvement. The

compensation to be paid to Contractor for furnishing any such valuation shall be determined in accordance with the provisions of **Exhibit B: Method of Payment**.

(E) **Legal Consultations.** Contractor shall consult with CFX and its legal counsel regarding services to be performed by Contractor, at such time(s) as may be mutually convenient for the parties to this Contract. Contractor shall initiate such consultations whenever Contractor is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this Contract. There shall be no charge by any party for such consultations.

PART 2: ADDITIONAL INFORMATION

(A) **Property to be Appraised**

(1) A description of the real property to be appraised, including identification of any interests in the real property to be specifically excluded from appraisal, will be provided in sequential task orders issued by CFX to Contractor (**"Task Orders"**).

(2) A separate appraisal is to be furnished for each "parcel" identified in a Task Order. (The term **"parcel"** means any tract or contiguous tracts of land in the same ownership, whether any such tract consists of one or more platted lots or a fractional part of a lot. An easement or other separately held interest in two or more parcels shall be considered a separate parcel for appraisal purposes and an exception to the title to the parcels so encumbered. An easement in a parcel that is appurtenant to another parcel to be acquired by CFX shall be considered part of such other parcel and an exception to the title of the parcel encumbered.)

(3) Each parcel shall be considered to include all right, title, and interest of the owner in or to any adjacent or abutting streets, alleys, or other public rights of way.

(B) **Purpose and Basis of Valuations**

(1) The appraisals to be furnished under this Contract are required by CFX for its guidance in making fair and impartial determinations of fair market value for various agency purposes, including without limitation acquisition through eminent domain and the surplusing of CFX property. Appraisal reports will be reviewed carefully by CFX.

(2) Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of Contractor's reasoning and his analyses of the evidence of value, so that a reviewer will be able to follow Contractor's analyses and understand how he reached his valuation conclusions.

(C) **Appraisal Standards.** The appraisals under this Contract shall be completed in accordance with the Code of Professional Ethics and the Standards of Professional Practice of The Appraisal Institute, the Requirements of the State of Florida for State-Certified Appraisers and the USPAP and generally accepted appraisal practice, standards, and techniques to the extent that such principles are consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State of Florida, when applicable. Factors relating to race, color, religion, sex, or national origin, or to racial, religious, or ethnic identification of neighborhoods are not relevant to the estimation of value and shall not be considered in connection with appraisals of residential real property.

(D) **Date of Valuation.** Contractor's valuation shall be as of a date concurrent with the preparation of the report unless CFX has specified some other date of valuation.

(E) **Contents of Appraisal Reports.** Each appraisal report to be furnished by Contractor under this Contract shall contain certain information and Contractor's conclusions and opinions, together with the data and analyses by which they were derived, as set forth below. A separate report shall be submitted for each parcel. However, if more than one parcel is to be appraised, all general data may be included

in a separate data volume that is referenced in the separate appraisal reports on the individual parcels. The appraisal report on each parcel shall include the following:

(1) A summary headed “Appraisal Report for the Central Florida Expressway Authority” that provides the following:

(a) Project name and number.

(b) Date of the report.

(c) Task Order number and date, parcel identification, tax assessor id number, address of the property, brief identification of all interests in the property appraised, and the name of the owner(s), including any tenant-owners.

(d) Date(s) of Contractor's inspection of the property with the owner or the owner's designated representative. Includes the name of each owner or representative of an owner who accompanied Contractor during the inspection and the interest held in the property or the representative capacity of each such person.

(e) Contractor's estimate of the fair market value of the entire parcel and the fair market value of the same interest in the land, as if vacant.

(f) The limiting conditions of the appraisal, which may include assumptions: (1) that the title is good and marketable; (2) that no responsibility is assumed by Contractor for legal matters, especially those affecting the title to the property; (3) that the legal description of the property and the interest in the property to be appraised, furnished to Contractor by CFX, is correct; and (4) that no survey of the property has been made. Any other appropriate assumption or limiting condition may be added if it has been specifically approved in writing by CFX.

(g) The certifications of Contractor: (1) that Contractor personally made a thorough inspection of the property; (2) that, to the best of Contractor's knowledge and belief, everything contained in the report is true and no relevant and important fact has been omitted; (3) that neither Contractor's employment nor compensation is contingent on the valuation reported; and (4) that Contractor has no past, present, or prospective interest (including that of real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial report.

(h) A certification that, in Contractor's opinion, the fair market value of the property is an amount to be stated as of the date of valuation.

(i) The signature of Contractor.

(2) The name and address of the owner of the property and the name and the address, if known, of any other party known or believed to hold a separate compensable interest in the property.

(3) The street address and an accurate description of each parcel and all interests in the parcel appraised. The property description shall identify all conditions, restrictions, easements, servitudes, and reservations affecting the title. The property description shall specifically exclude and describe any separately held interest in the property that is to be acquired separately or as part of another parcel. The description shall also specifically exclude all separately held interests which are not to be acquired and will not be affected adversely by CFX's project. If there are any separately held interests in a parcel, which are to be acquired with other interests in the same parcel, such as leaseholds, tenant-owned improvements, life estates, easements, and water, gas, oil, or mineral rights, a description of each such separate interest and the name of its owner shall be furnished.

(4) Off-record title information concerning interests or instruments that affect title, but are not of record, such as leases, options to renew a lease, contracts of sale, and other interests or rights of parties in possession. Such information shall be reported, and if available facts are sufficient, Contractor's report shall be based on such additional title information and so noted in the appraisal report.

Otherwise, Contractor shall refer the matter to CFX and defer completion of the appraisal until the question is resolved.

(5) Basic property data including pertinent information with respect to such matters as: (a) the environment and location of the property; (b) the zoning and any restrictive covenants, conditions, or servitudes affecting the available use or occupancy of the land; (c) the assessed value of the real property and the current annual real estate tax burden; (d) the use and occupancy of the property at time of appraisal; (e) the public improvements, services, and utilities serving and providing access to the property; (f) the character, topography, dimensions, and area of the land; (g) the freedom of the property from special hazards; (h) the current rental and rental history of the property, if rented; (i) the estimated annual costs of ownership and for operation and maintenance of the property; and (j) a description of the buildings, structures, and other improvements, if any, including relevant information as to type of improvement, designed use, construction materials and finish, equipment, dimensions, floor area, age, condition, space or room arrangement, functional utility, and any other characteristics or attributes of the improvements germane to the value of the real property. The appraisal report shall contain a general sketch plat showing the shape and dimensions of the land, the location of the principal improvements on the land, the location of any easements in the land, and the abutting streets, alleys, or other public rights of way. The report shall also include such photographs, each clearly identified, as may be appropriate.

(6) Report of any condition or occupancy of the property in violation of law that may affect the value of the property.

(7) Contractor's opinion as to the highest and best use for the property. The appraisal report shall also include Contractor's opinions as to any other use(s) for which the property is reasonably suitable or adaptable. If the property is unused vacant land, or the highest and best use is not self-evident or is found to differ significantly from the present use, the appraisal report shall contain the analyses by which Contractor reached the conclusions as to the highest and best use of the property and as to its suitability or adaptability for any other use(s). The analysis of a potential use shall include consideration of relevant matters, such as the suitability of the location, the environment, and the legal and physical attributes of the property for such use, the estimated cost, if any, of converting the property to such use, and the supply, sale price levels, and relative desirability of other properties that would compete for the same kind of use. The analysis of the property for the future use or uses found to be the highest and best use is part of the process of appraising the property and, therefore, may be included in the valuation analysis furnished in accordance with **Subparagraph (8)** below.

(8) The opinion of Contractor as to the fair market value of the property. The appraisal report shall contain a description of the reasoning process used by Contractor in reaching the conclusion as to value and all data and analyses needed to explain and support the valuation. The supporting data and analyses furnished in the appraisal report shall include the following:

(a) An analysis of the property, from the point of view of evaluating the effect of its characteristics and attributes on its value for the available use or uses for which the property is best suited. Particular attention shall be given to the characteristics of the property most relevant to its value, such as, in the case of an investment property, the income potential and the expenses of ownership, maintenance, and operation.

(b) An identification of the most recent sale of each property appraised and any other sales of such property during the last five (5) years preceding the appraisal. Such sale(s) of the property appraised and all recent sales of comparable properties considered by Contractor in forming the opinion(s) of fair market value shall be verified insofar as practical. The information furnished with respect to each such sale shall include, among other pertinent facts, the names of the grantor and grantee, the date of the sale, the sale price, any special terms or conditions or circumstances of the sale that affected the transaction, and a description of the property and its condition at time of sale in sufficient detail for use in making the appraisal.

(c) The analyses that constitute the principal basis for Contractor's opinion of the fair market value. The appraisal report shall contain Contractor's evaluation with respect to previous sales of the property appraised and any recent offer of the owner to sell the property. The appraisal report shall also contain Contractor's analysis of each comparable property and its sale in relation to the property appraised. Contractor's analysis shall reflect appropriate allowances for the difference in the time of the sale of the comparable properties and the date of appraisal and the differences in the utility, desirability, and productivity of the properties that are pertinent to their relative value. The appraisal report shall contain a valuation data map showing the location of the property appraised and the comparable properties referred to in the appraisal report.

(d) All other information, analyses, and estimates considered by the appraiser to be relevant to the estimation of the fair market value of the property.

(e) If the property appraised is part of a larger parcel in the same ownership or is less than the entire interest of the owner in the property, the appraisal report shall contain Contractor's opinion of just compensation for a taking of such property or interest, using the before-and-after method of valuation as interpreted under State law unless it is obvious that there would be no damages or benefits to the remaining property or interest of the owner. However, if the part or interest to be taken is such a small part of the whole property that the damages for the taking can be more accurately estimated directly, that method may be used if permitted under State law, without estimating the fair market value of the entire property of the owner. The foregoing opinions of Contractor shall be supported in the report by the data and analyses by which Contractor reached their conclusions. For information purposes, the appraisal report shall also contain Contractor's estimates of the fair market value of the to-be-acquired part or interest as part of the whole property and the net damages or benefits to the remaining property of the owner. If in the opinion of Contractor, acquisition of the part of, or interest in, the property proposed for acquisition would leave the owner with an uneconomic remnant, Contractor shall furnish a separate estimate of the fair market value of a "parcel" comprising both the parcel proposed for acquisition and the uneconomic remnant. (A remainder parcel or interest shall be considered to be an uneconomic remnant if by itself it has little or no utility or value to the owner.)

(f) Such maps, plans, photographs, or other exhibits as are necessary to explain or illustrate the analyses of Contractor.

(g) Contractor's evaluation of the indications of value deduced from the separate analyses of the various evidences of value and an explanation of how Contractor reached their conclusion as to the fair market value of the property.

(9) The opinion of Contractor as to the fair market value of the land, as if vacant. The valuation shall be for the same interest in the land as is to be acquired in the real property. The report shall contain information with respect to the available use or uses for which the land would be suitable if vacant, the opinion of Contractor as to its highest and best use, and Contractor's analysis of the evidences of value and of the use potential by which Contractor reached their conclusions as to the highest and best use of the land and the land value.

(10) A property analysis if the property is a commercial, industrial, institutional, governmental, or farm property that involves substantial quantities and kinds of fixtures such as machinery and equipment. Any building, structure, fixture, or other improvement, which would be real property if owned by the owner of the land, shall be considered to be real property (even if the improvement is the property of a tenant who has the right to remove it or the obligation to remove it at the expiration of the lease term). The property analysis must be approved by CFX before the appraisal is completed and, as approved by CFX, shall be included as an exhibit in Contractor's report. The property analysis shall list, identify, and classify as to ownership and type of improvement, all items of physical property considered to be part of the real property. The property analysis shall also identify tangible personal property located on the premises to the extent reasonably necessary to prevent misunderstandings

as to what is regarded as being real or personal property. Buildings, structures, fixtures, and other improvements, including their accessories and spare parts, shall be identified and classified as to ownership and type of property as follows:

(11) Ownership

(a) Owner of the land.

(b) Each tenant in occupancy.

(c) Each non-occupant owner of any fixtures or other improvements, or personal property, on the premises.

(12) Type of property

(a) Building, structure, or fixed improvement.

(b) Building equipment, removable.

(c) Fixtures, classified as to whether economically removable for reuse, removable for salvage only, or irremovable.

(d) Personal property, identified as to types and approximate amounts, or otherwise, as needed to prevent misunderstandings as to the classification of any item.

(e) If any building, structure, fixture, or other improvement is not to be acquired, will not be adversely affected by CFX's project, and will not be required by CFX to be removed, such as a pipeline in an easement not to be acquired, such improvement shall be identified as excluded from the appraisal.

(13) If machinery and equipment or other fixtures used in a trade or business, farm operation, or institutional or governmental function constitute part of the real property, the appraisal report shall contain a separate schedule which provides separate estimates for each such item, as prescribed below. If there is more than one owner of such items, a separate schedule shall be furnished for each owner. The information and conclusions to be furnished on each item are as follows:

(a) Description of the item, including, as appropriate, the manufacturer, model and serial number, size or capacity, age and condition, and degree of obsolescence. Accessories and spare parts, special foundations, power wiring, and process piping generally shall be listed separately, following the listing of the item(s) to which they apply.

(b) Estimate of the replacement cost of the item as listed and identified (excluding any elements listed separately). Separately identify the basis of estimated replacement cost (new or used).

(c) The contributive (enhancement) value of the item to the fair market value of the real property as a whole. Estimated fair market value of the item for removal from the property at a purchaser’s expense. Such value shall be considered to be the probable selling price if the item were offered for sale for removal from the property at the purchaser's expense, allowing a reasonable time to find a purchaser buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including salvage for serviceable components and scrap when it appears that will provide the highest value. The schedule(s) of estimates shall be consistent with the property analysis approved by CFX, as provided in **Subparagraph (7)** above. Contractor is permitted to use the services of such technical specialists as may be needed to enable Contractor to provide valid estimates and sound valuations. The schedule(s) shall be supported by an explanation of the procedures followed in gathering the necessary market information and technical data. The principal purpose of Contractor's accompanying narrative, however, must be to explain his analyses and his evaluations of the dollar amount of the overall contribution of the machinery, equipment, and fixtures to the fair market value of the real property as a whole. The report shall contain any layout plans, sketches, or photographs that are reasonably necessary for locating or identifying the facilities or illustrating Contractor's analyses.

(14) If there are separately held interests in the real property to be acquired, such as easements, leaseholds, air rights, life estates, and oil, gas, or mineral rights, the property is to be valued on an undivided fee basis as applied in the State and not as a "sum of the interests" approach. The undivided fee basis as applied in the State does not ignore the value, which an encumbrance may add to or subtract from the reasonable fair market value of the property as a whole. Conversely, the rule contemplates that where the contract rental adds to the fair market value of the property, evidence of the rental is relevant in determining the value of the property. Where the contract rental is less than the fair rental, the fair rental and not the contract rental is the relevant evidence on the issue of value.

(F) **Access to Property; Cooperation of Authority**

(1) CFX and/or its respective agents shall cooperate in good faith with Contractor to obtain right of entry to the Property and all portions thereof, its employees, agents, and subcontractors in order to perform the work contemplated under the Contract. It is acknowledged and agreed that if Contractor is unable to timely perform the work specified herein due to the inability to obtain access to the Property, or any portion thereof necessary for the performance of the work specified herein, such failure shall not constitute a default of Contractor; provided, however, if Contractor shall be prevented from obtaining such access as necessary to perform the work contemplated hereunder, Contractor shall promptly notify CFX and/or its respective agents of any such inability to obtain access to any Parcel or any portion thereof.

(2) CFX and/or its respective agents shall cooperate in good faith with Contractor in the performance of the services set forth herein and shall provide all available material, data, and information which CFX or its respective agents have in their respective possession or of which they have knowledge relating to the Property or the contamination of the Property which may be reasonably required to accomplish said services.

(G) **Covenant Not to Damage Property.** Contractor and its employees, agents, and subcontractors shall not unnecessarily damage the Property, or any improvements thereon, in the performance of its work hereunder. In the event of any damage to the Property or improvements thereon arising out of the negligent acts or omissions of Contractor, its employees, agents and subcontractors, Contractor shall be responsible for the repair and restoration of such damage.

(H) **To Be Provided by CFX**

(1) One or more Task Order(s) sufficiently identifying the parcel or parcels of property to be appraised based upon information made available to CFX.

(2) An ownership data report for each parcel. That report will show all estates and interests in the parcel as shown of record and consequently shall not be assumed to accurately define the interests to be appraised.

(3) Legal advice, upon request of Contractor, on legal matters affecting the appraisal of any property to be appraised.

(I) **CFX Authorized Representatives/Legal Consultants.** From time to time, CFX's General Counsel may, in writing, direct Contractor to work with an authorized representative and/or Legal Consultant to provide the services contemplated herein to CFX. In such event, Contractor is permitted to take direction from such authorized representative and/or Legal Consultant, and to rely upon any representations made by such authorized representative and/or Legal Consultant to the extent consistent with the terms and conditions of the Contract.

[END EXHIBIT A]

SUPPLEMENTAL AGREEMENT NO. 2

to

CONTRACT NO. SCON-10000375

(Formerly Contract No. 002218)

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DURRANCE & ASSOCIATES, P.A.

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **DURRANCE & ASSOCIATES, P.A.** (**"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. SCON-10000375** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

(1) The not-to-exceed value of the Agreement is hereby increased by $600,000, from $1,250,000 to $1,850,000.

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

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.

[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 August 13, 2026 and Consultant signing through its undersigned signatory, duly authorized to execute same.

DURRANCE & ASSOCIATES, P.A.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay V. Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

SUPPLEMENTAL AGREEMENT NO. 1
to
CONTRACT NO. SCON-10000375
(Formerly Contract No. 002218)
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
DURRANCE & ASSOCIATES, P.A.

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **DURRANCE & ASSOCIATES, P.A.** (**"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. SCON-10000375** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

(1) The not-to-exceed value of the Agreement is hereby increased by $250,000, from $1,000,000 to $1,250,000.

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

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.

[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 pursuant to CFX Code of Policies Section 10.24.1(C), Amendments, Renewals, and Extensions, and Consultant signing through its undersigned signatory, duly authorized to execute same.

DURRANCE & ASSOCIATES, P.A.

By: Chad Durrance

Print Name: Chad Durrance

Title: President

Date: July 13, 2026

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Zulay V. Millan

Title: Director of Procurement

Date: 7.16.26

CONTRACT NO. 002218

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DURRANCE & ASSOCIATES, P.A.

regarding

CONTINUING REAL ESTATE APPRAISAL SERVICES AGREEMENT

CONTINUING REAL ESTATE APPRAISAL SERVICES AGREEMENT 1

Article 1: Definitions 1
1.1 Generally 1
1.2 Additional Clarifications 1
1.3 Ambiguity; Interpretation 2

Article 2: Administrative Contract Provisions 2
2.1 Contract Term 2
2.2 Contract Administrators 2
2.3 Notice Provision 3

Article 3: Contractor Performance; Standard of Care 3
3.1 Scope of Work 3
3.2 Standard of Care 4
3.3 Contractor Responsibility 4
3.4 Skillful and Licensed Provision of Work 5

Article 4: Payment Terms 6
4.1 Method of Payment 6
4.2 Invoices 6
4.3 Withholding of Payment 7
4.4 Funding Availability 7

Article 5: Termination 7
5.1 Termination for Convenience 7
5.2 Termination for Cause 7
5.3 In the Event of Termination 9
5.4 Force Majeure 9

Article 6: Insurance; Indemnification; Liability 10
6.1 Insurance 10
6.2 Indemnification 10
6.3 Sovereign Immunity 10
6.4 Limitation of Liability 11
6.5 Independent Contractor 11
6.6 No Third-Party Beneficiaries 11

Article 7: Records Management 11
7.1 Generally 11
7.2 Records Retention 11
7.3 Audits; Records Access 12
7.4 Cooperation with Inspector General 13
7.5 Public Records 13

Article 8: Miscellaneous Provisions 14

8.1 Communications, Public Relations, and Use of Logos 14
8.2 Conflict of Interest; Ethics 14
8.3 Confidential Trade Secret Information 14
8.4 Contingent Fees Prohibited 15
8.5 Data Security 15
8.6 Equal Employment Opportunity 15
8.7 Infringement of Patents and Copyrights 16
8.8 Nondiscrimination 16
8.9 Disqualifying Offences 16
8.10 Ownership of Materials and Intellectual Property Rights 16

Article 9: Florida Vendor Eligibility Provisions 17
9.1 E-Verification 17
9.2 Public Entity Crimes 18
9.3 Scrutinized Companies 18
9.4 Discriminatory Vendors and Anti-Trust Violators 18
9.5 Countries of Foreign Concern 19
9.6 Common Carrier 19
9.7 Human Trafficking 20
9.8 Incorporation of Florida Vendor Eligibility Provision Forms 20

Article 10: Provisions for Specialized Services Contracts 20
10.1 Conflict of Interest Provision 20
10.2 Major Sub-Vendor Provision 21
10.3 Assignment and Removal of Key Personnel 21

Article 11: General Provisions (Alphabetical) 22
11.1 Assignments and Successors 22
11.2 Binding Effect; Conflicts 22
11.3 Construction and Representations 22
11.4 Counterparts and Electronic Transmission of Signatures 22
11.5 Electronic Signatures 22
11.6 Governing Law 23
11.7 Headings 23
11.8 Jury Waiver 23
11.9 Modification 23
11.10 Remedies 23
11.11 Severability 23
11.12 Signatory 23
11.13 Survivorship 23
11.14 Time is of the Essence 23
11.15 Venue 24
11.16 Waiver 24

Article 12: Documents; Entire Agreement 24
12.1 Ownership of Documents 24
12.2 Contract Documents 24
12.3 Entire Agreement 24

SCHEDULE 1: INSURANCE REQUIREMENTS 26

EXHIBIT A: SCOPE OF WORK 30

EXHIBIT B: METHOD OF COMPENSATION 37

EXHIBIT C: STATEMENT OF QUALIFICATIONS 39

CONTRACT NO. 002218002218

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DURRANCE & ASSOCIATES, P.A.

regarding

CONTINUING REAL ESTATE APPRAISAL SERVICES AGREEMENT

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 **DURRANCE & ASSOCIATES, P.A.** (**"Contractor"**), a Florida Profit Corporation, with its principal place of business located at 300 South Hyde Park Avenue, Suite 201, Tampa, Florida 33606, 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"**.

Article 1: Definitions

1.1 Generally

For the purposes of this Contract, the capitalized terms are to be understood as they are first defined, either by use of bold parenthetical reference or as herein found within bold quotation marks.

1.2 Additional Clarifications

1.2.1 **"Day"** means one calendar day, unless otherwise specifically referred to as a **"business day"**. A **"business day"** means any day that is an official working day of CFX and excludes Saturdays, Sundays, and Holidays (as defined below). When pluralized, **"days"** and **"business days"** means consecutive calendar or consecutive business days. When any period of time is referred to in this Contract or any task issued hereunder by either **"days"** or **"business days"**, it shall be computed to exclude the first day or business day and include the last day or business day of such period. If a period is determined by calendar days and the last day of such period falls on a Saturday, Sunday, or Holiday, such day shall be omitted from the computation.

1.2.2 **"Holiday"** means one of the days designated by CFX as "holidays", to include without limitation: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

1.2.3 The words **"must"**, **"will"**, and **"shall"** are always mandatory and not discretionary; the word **"may"** is permissive.

1.2.4 Unless the context clearly indicates the contrary, where a clause herein involves two or more items, conditions, provisions, or events connected by the conjunctions **"and"**, **"or"**, **"either . . . or"**, or **"and/or"** such conjunctions shall be interpreted as follows:

(A) **"And"** indicates that all the connected terms, conditions, provisions, or events shall apply.

(B) **"Or"** indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.

(C) **"Either . . . or"** indicates that the connected items, conditions, provisions, or events shall apply singly but not in combination, unless further modified by **". . . or both"**.

(D) **"And/or"** indicates that the connected items, conditions, provisions, or events shall apply either singly or in combination.

1.2.5 The word **"includes"** shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

1.2.6 The words **"herein"**, **"hereby"**, **"hereinafter"**, **"hereto"**, **"hereof"**, and other equivalent words shall refer to this Contract as a whole, including any documents incorporated into this Contract whether by attachment or reference.

1.2.7 The singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders.

1.2.8 Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

1.2.9 Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated.

1.3 Ambiguity; Interpretation

If Contractor discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, Contractor should immediately notify the CFX Procurement Department to request clarification of CFX's interpretation of the Contract.

Article 2: Administrative Contract Provisions

2.1 Contract Term

2.1.1 **Initial Term.** This Contract's term shall begin on the date it is fully executed by the authorized representative of each party (**"Effective Date"**) and, unless otherwise modified or terminated in accordance with this Contract's terms and conditions, shall expire on **December 31, 2027** (**"Initial Term"**).

2.1.2 **Renewals/Extensions.** CFX reserves the right to exercise renewal options at its discretion. The sum of the Initial Term and any such renewal hereto shall constitute the **"Contract Term"**.

2.1.3 **Outstanding Task Orders.** In the event any outstanding and/or incomplete task order(s) exist at the time the Contract Term expires, the terms and conditions of this Contract shall remain in full force and effect until:

(A) Contractor has satisfactorily completed any such outstanding task order(s) to CFX's sole satisfaction; or

(B) Such outstanding and/or incomplete task order(s) have been terminated by CFX in accordance with the provisions of **Article 5: Termination** below.

2.2 Contract Administrators

2.2.1 The parties have identified the individuals listed below as contract administrators who shall serve as the main points of contact for routine communications between the parties under this Contract. Such individuals may collectively be referred to as the **"Contract CAs"**.

(A) **CFX Contract Administrator** (**"CFX CA"**):

Name: Cristina T. Berrios

Title: Deputy General Counsel

Email: Cristina.Berrios@cfxway.com

(B) **Contractor Contract Administrator** (**"Contractor CA"**):

Name: Chad G. Durrance

Title: President

Email: chad@durranceappraisals.com

2.2.2 Unless otherwise specifically required to be sent in accordance with **Section 2.3 Notice** below, any communications sent to either of the Contract CAs by email to the addresses provided above shall be considered received on the first full business day following the date it was sent by the sending party.

2.2.3 Either party may change this Contract CA unilaterally and without need to amend this Contract by providing notice to the other in accordance with **Section 2.3 Notice** below. Each party acknowledges its responsibility to advise the other party in the event of any change in the respective party's Contract CA's name and/or contact information as soon as practicable.

2.3 **Notice Provision**

2.3.1 Except as provided in **Section 2.2: Contract Administrators** above, notices specifically provided for in this Contract shall be in writing and shall be deemed to have been duly given when received, if delivered personally or by nationally recognized courier, or on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested, to the following addresses:

(A) **To CFX:**

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

(B) **To Contractor:**

Durrance & Associates, P.A.
Attn: Chad G. Durrance
300 South Hyde Park Avenue, Suite 201, Tampa, Florida 36606

Article 3: Contractor Performance; Standard of Care

3.1 **Scope of Work**

3.1.1 Contractor shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in accordance with the terms and conditions hereto and in the manner and to the full extent set forth in the **"Scope of Work"** attached hereto as **Exhibit A** and any attachment thereto (collectively, the **"Work"**), which are herein incorporated by reference.

3.1.2 The Work shall be completed to the satisfaction of the duly authorized representatives of CFX, who shall be provided the full opportunity to evaluate the Work at any time during the Contract Term.

3.1.3 Unless otherwise expressly agreed to in a separate writing duly executed by the authorized representatives of each party, this Contract does not grant to Contractor any exclusive right to provide the Work to CFX.

3.2 **Standard of Care**

3.2.1 Contractor hereby represents and warrants to CFX that: (A) Contractor possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Work provided under this Contract; (B) Contractor shall exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities; and (C) Contractor shall efficiently provide the Work in a manner consistent with industry standards. Contractor hereby covenants that its employees, agents, subcontractors, representatives, volunteers, and any other associates, shall likewise be bound by the forgoing representations.

3.2.2 Unless otherwise expressly agreed to in a separate writing executed by the authorized representatives of both parties: (A) Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully provide the Work; and (B) Contractor shall provide all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or work of any type whatsoever, which are necessary to fully complete and deliver the Work.

3.2.3 Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, CFX, and municipal governments, as well as their respective departments, commissions, boards, and officers which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

3.2.4 With prior written approval from CFX, Contractor may subcontract a portion of the Work; however, Contractor shall remain fully responsible for the satisfactory completion of all such subcontracted work.

3.2.5 Contractor shall ensure that all of Contractor's employees, agents, subcontractors, representatives, volunteers, and any other associates fully comply with all of the terms and conditions set forth herein when performing in any manner under this Contract.

3.2.6 CFX may require that Contractor removes any employee, volunteer, associate, subcontractor, or agent of Contractor from performing under this Contract that CFX, in its sole discretion, deems to be objectionable or otherwise performing contrary to the best interests of CFX. CFX shall not be responsible for any costs directly or indirectly related to such removal.

3.3 **Contractor Responsibility**

3.3.1 Contractor shall take any and all reasonable precautions in the performance of the Work and shall cause its employees, agents, and subcontractors to do the same. Contractor shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury, or loss to:

(A) All employees of Contractor and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the Work;

(B) All property of Contractor and/or its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible on or adjacent to the Central Florida Expressway System or other areas upon which Work is performed; and

(C) Members of the public who may be traveling on the Central Florida Expressway System and their vehicles.

3.3.2 Contractor shall comply with, and shall cause its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible to

comply with, the provisions of this Contract, the Scope of Work, other applicable Contract Documents, policies of CFX, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation: (A) those relating to the safety of persons and property and their protection from damage, injury, or loss; (B) all workplace laws, regulations, and posting requirements; (C) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and (D) compliance with the public records laws of Chapter 119, Florida Statutes.

3.3.3 Contractor shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Central Florida Expressway System or in any way involved in the provision of the Work by Contractor, whether such property is owned by Contractor, CFX, or any other person, to the extent such damage or loss was caused or brought about, in whole or in part, by the acts or omissions of Contractor, its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be legally or contractually responsible.

3.3.4 Contractor shall ensure that all of its activities and the activities of its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

3.3.5 Contractor shall immediately notify CFX of any material adverse change in Contractor's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in Contractor, or of the existence of any material impairment of rights or ability of Contractor to carry on as its business and operations are currently conducted.

3.3.6 With respect to any employees of Contractor directly providing work to CFX, Contractor shall not make or enforce any requirement of any such employee or enter into or enforce a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving Contractor's employ and taking employment with any successor of Contractor to perform roadway and bridge maintenance services on behalf of CFX.

3.4 **Skillful and Licensed Provision of Work**

3.4.1 Throughout the Contract Term, Contractor shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Work by Contractor; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Work.

3.4.2 The Contractor hereby represents and warrants that:

(A) Contractor has, and for the entire duration of the Contract Term will continuously maintain, adequate and competent staff in the performance of Work under this Contract.

(B) Contractor: (1) has obtained and is current on all federal, state, and/or local licenses, certifications, and permits required to legally operate and/or meet its obligations hereunder; (2) is in good standing with all regulatory agencies by which its business, operations, and/or any other activities are regulated; and (3) will, for the entire Contract Term, continuously maintain any such licenses, certifications, and/or permits and continuously remain in good standing with any such regulatory agencies.

(C) Any employee, volunteer, associate, subcontractor, or agent of Contractor (or of its subcontractors) whose performance under this Contract requires licensure will, for the full duration of their performance under this Contract will continuously: (1) have and

maintain such valid licensure; and (2) remain in good standing with any regulatory agency that regulates their business, operations, and/or other activities.

3.4.3 Evidence of any such licensure, certifications, and/or permits, including renewals thereof, shall be made available to CFX upon request. Any failure on CFX's part to make such a request will not in any way relieve Contractor or its subcontractors of their obligation to comply with the requirements of this **Section 3.4: Skillful and Licensed Provision of Work**.

Article 4: Payment Terms

4.1 Method of Payment

4.1.1 The method of payment for this Contract shall be as described in attached **Exhibit B: Method of Payment**, which is herein incorporated by reference.

4.1.2 The total amount paid by CFX under this Contract shall not exceed **$1,000,000.00.** (the **"Not to Exceed Amount"**) for Work properly performed during the term of the Contract.

4.1.3 By executing this Contract, Contractor acknowledges and agrees that, unless otherwise agreed to in a separate writing executed by the authorized representatives of both parties, Contractor shall be solely responsible for any costs or obligations it incurs that exceeds the Not to Exceed Amount.

4.1.4 This Contract's use of a "not to exceed" maximum amount in no way entitles Contractor to payment of the maximum amount unless such amount has been fully earned by Contractor in accordance with the provisions of this Contract. Any portion of the maximum amount unexpended or remaining at the end of the Contract Term shall be retained by and/or returned to CFX.

4.1.5 Contractor understands and agrees that the Work is to be provided to CFX on an "as needed" basis and that the dollar values referred to in this Contract do not in any way constitute a guarantee of either the level of service or work that may be requested of Contractor by CFX, or payment of the total maximum amount to Contractor.

4.2 Invoices

4.2.1 CFX shall make payments on proper invoices received under this Contract in accordance with Florida's Local Government Prompt Payment Act, Section 218.70 *et. seq.*, Florida Statutes.

4.2.2 Unless otherwise provided in the Contract Documents:

(A) Invoices for the Work provided hereunder shall be submitted to: Billing@CFXway.com, or to the Accounts Payable Section, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

(B) All invoices must include, at minimum, the following: (1) a unique invoice number; (2) the Contractor's name; (3) the Contractor's address; (4) the invoice date; (5) the CFX contract number; and (6) the total invoice amount.

(C) If the Work hereunder provided involves the provision of goods or itemized deliverables, such invoices must additionally include, per item/deliverable: (1) quantity of item purchased; (2) item's unit of measure, if applicable; (3) item's unit price; and (4) total price per each item.

(D) If the Work contemplated hereunder involves the provision of services, such invoices must additionally include, to the extent applicable: (1) itemized descriptions of the services provided; (2) respective dates for each such itemized service; (3) calculation

of per-service cost based on the billing method for services herein provided (e.g., approved hourly rates, per milestone/deliverable completion, etc.).

4.3 Withholding of Payment

4.3.1 In the event CFX is not satisfied with the Work provided by Contractor, CFX reserves the right to withhold any amounts due until Contractor has appropriately addressed the problem to the satisfaction of CFX.

4.3.2 Should CFX decide to withhold or deny payment on an invoice, CFX shall, by electronic mail to the Contractor CA, provide Contractor a written description of: (A) the items in the invoice that CFX deems objectionable; and (B) the corrective action to be taken by Contractor so that payment may be made.

4.3.3 Nothing in this **Section 4.3: Withholding of Payment** may be construed as impacting or infringing upon CFX's right to terminate this Contract or to seek any additional remedies available to it at law or in equity.

4.4 Funding Availability

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. If the funding anticipated for the fulfillment of this Contract is, at any time, not forthcoming or otherwise insufficient, CFX shall have the right, in its sole discretion, to terminate or suspend this Contract without damage, penalty, cost, or expense to CFX of any kind whatsoever. The effective date of any such termination or suspension shall be as specified in CFX's notice of termination or suspension. CFX shall have the final authority over whether such funding is available.

Article 5: Termination

5.1 Termination for Convenience

CFX shall have the right to terminate or suspend this Contract, in whole or in part, for convenience, without cause and at any time, upon providing written notice to Contractor no fewer than thirty (30) days prior to such termination. Such termination will be effective on the date stated on the notice. If Contractor is owed any compensation under the Contract for Work already provided as of the date of termination, Contractor will be paid for all work properly performed prior to the date of termination in accordance with the payment provisions of the Contract.

5.2 Termination for Cause

5.2.1 **Immediate Termination.** CFX reserves the right to, without penalty, immediately cancel or terminate this Contract for cause with such termination being effectuated as of Contractor's receipt of written notice (**"Immediate Termination"**), for any number of the following causes all of which shall constitute a material breach of this Contract:

(A) If Contractor or any employee, servant, or agent of Contractor is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by Contractor for on behalf of CFX;

(B) If Contractor is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors, or if Contractor otherwise becomes insolvent or is adjudged bankrupt or insolvent by any Court;

(C) If Contractor is determined to be ineligible to do business in the State of Florida; and/or

(D) As otherwise expressly provided for in this Contract or required by law.

5.2.2 **Standard Termination for Cause**

(A) For breaches of this Contract for which Immediate Termination does not apply, CFX may terminate this Contract for cause. Such termination for cause may be for any material breach of this Contract, including without limitation Contractor: (1) failing to perform the Contract terms and conditions; (2) failing to begin the Work under the Contract within the time specified in the Scope of Work or, if applicable, Notice to Proceed; (3) failing to perform the Work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt and timely performance of the Work; (4) failing to comply with the terms and conditions of the Contract; or (5) performing unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, failing to carry on the Work in an acceptable manner.

(B) Should CFX believe Contractor to be in breach of this Contract, CFX shall provide Contractor with a written **"Default Notice"** that: (1) notifies Contractor as to the nature of such breach; and (2) demands that Contractor show cause as to why CFX should not declare the Contract to be in default.

(C) After at least five business days from the date Contractor received any such Default Notice has lapsed, CFX may declare this Contract to be in default and may terminate this Contract, in whole or part, for cause.

5.2.3 **Opportunity to Cure**

(A) CFX shall have no obligation to provide Contractor the opportunity to cure any breach of this Contract; nevertheless, without creating such an obligation to provide an opportunity to cure or accept any cure proposed by Contractor, CFX may elect to provide Contractor with the opportunity to cure a breach of this Contract.

(B) If CFX decides to provide such an opportunity to cure, it shall: (1) include such opportunity to cure as part of its Default Notice; and (2) provide a timeframe deemed appropriate by CFX by which Contractor must cure or, only if expressly permitted by CFX, submit its proposed cure to CFX.

(C) Moreover, should CFX elect to provide such an opportunity to cure, CFX may not declare this Contract to be in default until the later of the following dates: (1) the date the timeframe provided in **Subsection 5.2.2(C)** above expires; or (2) the date the timeframe provided in **Subsection 5.2.3(B)** above expires.

5.2.4 **Declaration of Default.** Upon declaration of default and termination of this Contract:

(A) CFX will have the right to appropriate or use any or all materials as CFX determines and may retain other contractors for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion.

(B) All costs and charges incurred by CFX because of, or related to, Contractor's default (including the costs of completing Contract performance) shall be charged against Contractor. In the event the expense of Contract completion is less than the amount still outstanding under the Contract, the expense shall be deducted from the amount still outstanding. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, Contractor shall pay CFX the amount of the excess.

(C) CFX shall compensate Contractor for all authorized Work completed, before the effective date of termination, which has resulted in a usable product or otherwise tangible benefit to CFX. All such payments shall be subject to an offset for any damages incurred by CFX resulting from Contractor's breach of this Contract and any

delay occasioned by early termination. No damages, fees, or costs may be assessed against CFX for its termination of this Contract for cause. Moreover, CFX shall have no liability to Contractor for expenses or profits related to unfinished work on a Contract terminated for default.

(D) If a court of competent jurisdiction determines that this Contract was wrongfully terminated for cause, then Contractor's damages for such termination, if any, shall be the same as if CFX had terminated this Contract for convenience.

5.3 **In the Event of Termination**

5.3.1 The following provisions shall apply to all terminations of this Contract, regardless as to whether such termination is for convenience or cause:

(A) Under no circumstances shall a properly noticed termination by CFX constitute default by CFX hereunder.

(B) In no event shall Contractor be paid for special, indirect, consequential, or other undocumented costs and/or expenses arising from or out of the termination of this Contract by CFX. Payment for Work performed will be based on Contract prices, which prices are deemed to include profit and overhead, only if such profit and overhead were contemplated and permitted under the Contract. No profit or overhead will be allowed for work not performed.

(C) Prior to the effective date of any such termination, Contractor shall, unless otherwise expressly provided by CFX in writing: (A) maintain the same service level at which it was providing the Work prior to its receipt of CFX's notice of termination; (B) not incur any additional obligations or enter into any additional subcontracts to provide the Work; and (C) finalize all necessary reports, invoices, and other documentation required under the terms of this Contract.

(D) Contractor shall additionally: (A) submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of Contractor who performed or was otherwise utilized by Contractor under this Contract; and (B) immediately initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

5.4 **Force Majeure**

5.4.1 Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by explosion, war, embargo, civil or military authority, pandemic, epidemic, "Act of God", or similar causes beyond Contractor's control so long as Contractor's delay is not caused by Contractor's own fault or negligence.

5.4.2 Notwithstanding the foregoing, Contractor may not claim *Force Majeure* for any emergency, exigency, or "Act of God" that in any way existed or was reasonably foreseeable at the time this Contract was executed by Contractor, or if the Work hereunder specifically addresses the performance of Work during or after such an emergency (e.g., if the Work hereunder is regarding CFX's emergency response needs related and an emergency occurs, Contractor may not claim such emergency to be a *Force Majeure*). Nothing in this provision shall be construed as preventing CFX from being able to terminate this Contract for convenience in accordance with **Section 5.1: Termination for Convenience** above.

Article 6: Insurance; Indemnification; Liability

6.1 Insurance

6.1.1 Contractor shall procure and maintain insurance in accordance with the provisions of **Schedule 1: Insurance Requirements**, which is attached hereto and incorporated herein by reference. Contractor meeting this Contract's insurance requirements shall be a condition precedent both to this Contract and payment hereunder by CFX.

6.1.2 CFX additionally reserves the right to withhold or otherwise deny payment to Contractor for any period of time during the Contract Term within which Contractor fails to strictly comply with the provisions of **Schedule 1: Insurance Requirements**.

6.2 Indemnification

6.2.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless CFX, its officers, board members, agents, and employees from, and against, any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any negligent or intentional act or omission by Contractor, its officers, agents, and/or subcontractor(s) (if any), or anyone directly or indirectly employed by them or for whose acts any of them may be liable, that is in any manner related to this Contract, or to any performance or non-performance of the Work and/or any obligation hereby assumed by Contractor.

6.2.2 This indemnification shall include without limitation any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights, or other third-party rights of any kind; by or arising out of any one or more of the following: (A) violation of same by Contractor, its subcontractors, officers, agents or employees; (B) CFX's use or possession of the "Contractor Property" or "Contractor Intellectual Property" (each such term as defined in **Subsection 8.9.1** below); (C) CFX's full exercise of its rights under any license conveyed to it by Contractor; (D) Contractor's violation of the confidentiality and security requirements hereunder; (E) Contractor's failure to include terms in its subcontracts as required by this Contract; (F) Contractor's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors; and/or (G) Contractor's breach of any of the warranties or representations contained in this Contract.

6.2.3 Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, board members, agents, or employees.

6.2.4 The parties agree that one percent (1%) of the total compensation to Contractor for performance of each task authorized under the Contract is the specific consideration from CFX to Contractor for the indemnity herein provided and, if applicable, the parties further agree that such one percent (1%) is included in the amount negotiated for each authorized task.

6.2.5 The obligations in this **Section 6.2: Indemnification**, shall survive the expiration or termination of this Contract and continue in full force and effect.

6.3 Sovereign Immunity

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

benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

6.4 Limitation of Liability

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

6.5 Independent Contractor

6.5.1 It is understood and agreed that nothing contained in this Contract creates or establishes the relationship of copartners between the Parties, or constitutes Contractor, or any employee thereof, as the agent, representative, or employee of CFX for any purpose or in any manner whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to its performance under this Contract.

6.5.2 Under no circumstances shall any individual hired or otherwise directly or indirectly utilized by Contractor to meet any of its obligations hereunder be considered an employee of CFX. Contractor shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. Moreover, Contractor shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

6.5.3 Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter. Additionally, no review or approval of Contractor's performance, reports, or records by CFX may be construed as CFX directing or supervising the actions of Contractor. Contractor shall at all times retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

6.6 No Third-Party Beneficiaries

There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any legal or equitable obligation, right, benefit, claim, or remedy of any nature arising under or by reason of this Contract.

Article 7: Records Management

7.1 Generally

7.1.1 The Contractor shall: (A) comply with all records retention, access, inspector general, and public record obligations found in this **Article 7: Records Management**; and (B) impose the same obligations on any subcontractors used by Contractor to provide any Work hereunder.

7.2 Records Retention

7.2.1 Contractor shall keep books, records, and accounts of all activities, related to this Contract, in compliance with generally accepted accounting procedures, and at all times must retain sufficient documentation to substantiate claims for payment under this Contract and all other records, electronic files, paper, and documents that were made in relation to this Contract.

7.2.2 **"Relevant Records"** means any and all records, documents, information, communications, and/or data, regardless of the format or method of storage (e.g., physical, electronic, or other), created, utilized, received, or maintained in relation to: (A) Contractor's solicitation for the award of this Contract (e.g., quote, bid, proposal, letter of interest, etc.); (B) the fulfillment of Contractor's obligations hereunder; and (C) the expenditure of CFX funds. Relevant Records include without limitation:

(A) Records, documents, information, communications, data related to: (1) any calculations used by Contractor in determining labor, unit price, or any other component of the applicable solicitation submitted to CFX; (2) any determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, or arithmetic extensions; quotes from subcontractors, or material suppliers, profit contingencies, and any manuals standard in the industry used by Contractor in determining a price; and

(B) All communications, writings, working papers, drafts, logs, invoices, financial reports, financial records, audit reports, receipts, bills, notes, charts, or any other data compilations, books of account, photographs, video recordings, audio recordings, or supporting documents.

7.2.3 Contractor shall preserve all Relevant Records for the entire Contract Term and for a period of five (5) years after the later of: (A) final acceptance by CFX of the project or all work performed under the Contract; (B) until all claims (if any) regarding the Contract are resolved; or (C) expiration of the Relevant Records status as public records, as and if applicable, under Chapter 119, Florida Statutes.

7.3 **Audits; Records Access**

7.3.1 During regular business hours, Contractor shall permit any authorized representative of CFX to access, inspect, review, and/or reproduce any and all Relevant Records of Contractor or any subcontractor thereof. If the Work is site-specific, Contractor shall ensure access to the work site is provided to any authorized representative of CFX.

7.3.2 Contractor shall furnish CFX with any and all Relevant Records, data, or other information that CFX believes to be needed for the purpose of performance monitoring and evaluation, auditing, and/or quality assurance as soon as practicable, but no later than five (5) business days from the date CFX makes such request. CFX hereby retains the right to conduct performance and financial audits at any time during the Contract Term, as well as at any time during the applicable retention period.

7.3.3 If CFX requests access to or review of any Relevant Documents and Contractor refuses such access or review or fails to timely accommodate such access or review, Contractor shall be in default under its Contract with CFX, and such actions shall, without any other or additional actions or omissions, constitute grounds for suspension, disqualification of Contractor, and/or termination of the Contract. These provisions shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract.

7.3.4 Disqualification, suspension, and/or termination of the Contractor for failure to comply with the requirements of this Article shall also preclude the Contractor from acting in the future as a subcontractor of another Contractor doing work for CFX during the period of disqualification or suspension. Disqualification means the Contractor is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

7.3.5 At any time during the Contract Term or applicable retention period, Contractor shall permit CFX to perform or have performed an audit of the records of the Contractor and any or all subcontractors to support the compensation paid the Contractor. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid

by CFX because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts shall be due to CFX upon demand.

7.4 **Cooperation with Inspector General**

Pursuant to Section 20.055(5), Florida Statutes, the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract.

7.5 **Public Records**

7.5.1 Notwithstanding the provisions of **Section 8.1: Communications, Public Relations, and Use of Logos** and **Subsection 8.9.1** below, Contractor understands that as public agency CFX is subject to the broad requirements of Florida's Public Records Law, Chapter 119, Florida Statutes, as amended.

7.5.2 By entering into this Contract, Contractor: (A) understands that all documents, records, and materials of any kind relating to the relationship created under this Contract shall be open to the public for disclosure and inspection, unless specifically deemed either confidential or exempt under Florida law; and (B) agrees to, in good faith, assist CFX in the provision of any applicable records requested under such law.

7.5.3 Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Contract, including without limitation any requests for Relevant Records as defined in **Subsection 7.2.2** above, Contractor shall immediately notify the CFX. In the event Contractor has public records in its possession, Contractor must promptly provide such records to CFX. Failure by Contractor to timely notify CFX and/or timely provide any such records to CFX shall be grounds for immediate unilateral termination of this Contract by CFX for cause.

7.5.4 To the extent that this is a Contract for services and Contractor meets the definition of "Agency" in Section 119.011(2), Florida Statutes, which includes private agencies, persons, partnerships, corporations, or business entities acting on behalf of a public agency, the Contractor shall additionally:

(A) Keep and maintain public records required by CFX to perform the service.

(B) Upon request from CFX's custodian of public records, provide CFX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Contractor does not transfer the records to CFX.

(D) Upon completion of the Contract, transfer, at no cost, to CFX all public records in possession of Contractor or keep and maintain public records required by CFX to perform the service. If Contractor transfers all public records to the public agency upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All

records stored electronically must be provided to CFX, upon request from CFX's custodian of public records, in a format that is compatible with the information technology systems of CFX.

7.5.5 The obligations in this **Section 7.5: Public Records** shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, PUBLICRECORDS@CFXWAY.COM, OR 4974 ORL TOWER ROAD, ORLANDO, FL. 32807.

Article 8: Miscellaneous Provisions

8.1 Communications, Public Relations, and Use of Logos

8.1.1 Contractor agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the Contract Term without first notifying CFX and securing its consent in writing, except as required by law. Contract also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Contract, it being understood that, under **Section 12.1: Ownership of Documents** below, such data or information is the property of CFX.

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

8.2 Conflict of Interest; Ethics

8.2.1 Contractor acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics.

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

8.3 Confidential Trade Secret Information

8.3.1 Pursuant to Section 815.045, Florida Statutes, Contractor's "trade secrets", as defined in Section 812.081, Florida Statutes, are confidential and exempt from public disclosure; however, Contractor may lose such protections by failing to take reasonable measures or make reasonable efforts to maintain such information's secrecy.

8.3.2 Accordingly, the parties hereto agree that CFX will treat any documents, materials, records, or other information designated by Contractor as being its confidential trade secret information as confidential and exempt from public disclosure, so long as the following conditions are met: (A) such trade secret designation by Contractor must be in writing provided at the time of initial disclosure to CFX; (B) neither oral trade secret designations nor trade secret designations made after initial disclosure to CFX will be accepted; and (C) under no circumstances will the Contract, the nature of the Work, services, materials, equipment, or goods contemplated hereunder, or any price or payment related information will be considered or treated as Contractor's trade secret information by CFX.

8.3.3 Contractor shall indemnify CFX against all lawsuits, claims, and/or costs incurred (including reasonable attorneys' fees) by CFX that are in any manner related to Contractor's trade secret information. Moreover, Contractor shall be solely responsible for defending the confidentiality of its trade secret information at its sole cost, which action shall be taken in a court of competent jurisdiction located in Orange County, Florida, immediately, but no later than ten (10) days from the date Contractor receives written notification from CFX of a third-party request for disclosure of Contractor's designated trade secret information.

8.3.4 Failure of Contractor to timely file an action to defend the confidentiality of its designated trade secret information shall constitute as a waiver by Contractor of both: (A) any claim, whether at law or in equity, that such information is confidential and/or exempt from public disclosure; and (B) any objection it may have to CFX's release of the requested information or records.

8.4 **Contingent Fees Prohibited**

Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

8.5 **Data Security**

8.5.1 The Contractor shall protect and secure any data obtained by Contractor in the course of performing the Work contemplated hereunder that is: confidential information exempt from public disclosure pursuant to Chapter 119, Florida Statutes; personal information enumerated in Section 501.171(1)(g), Florida Statutes; and/or restricted from public disclosure based on federal or state laws and regulations, including without limitation those related to privacy, confidentiality, security, personal health, business or trade secret information, and exemptions from Florida public records laws (collectively **"Non-Open Data"**).

8.5.2 Title to all Non-Open Data will remain the property of CFX and/or will become the property of CFX upon receipt and acceptance. Contractor shall not possess or assert any lien or other right against or to any Non-Open Data in any circumstances. Contractor shall not, without written permission from CFX, divulge to any third party any Non-Open Data unless required by law or legal process, and only after notice to CFX, and shall comply with all applicable provisions of Section 501.171, Florida Statutes, and any other applicable federal, state, or local data security laws.

8.6 **Equal Employment Opportunity**

Contractor shall comply with all federal, state, and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be

limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8.7 **Infringement of Patents and Copyrights**

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the Work, goods, and/or services, or any part thereof furnished under this Contract, constitute an infringement of any patent or copyright of the United States. Contractor shall pay all damages and costs awarded against CFX. The obligations in this **Section 8.7: Infringement of Patents and Copyrights**, shall survive the expiration or termination of this Contract and continue in full force and effect.

8.8 **Nondiscrimination**

Contractor, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

8.9 **Disqualifying Offences**

8.9.1 If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, Contractor is required to immediately remove that person from performance under this Contract.

8.9.2 The disqualifying offenses are as follows: (A) computer related crimes; (B) information technology crimes; (C) fraudulent practices; (D) false pretenses; (E) fraud; (F) credit card crimes; (G) forgery; (H) counterfeiting; (I) violations involving checks or drafts; (J) misuse of medical, confidential, or personnel records; (K) theft; (L) embezzlement; (l) and any other financial crimes or crimes of dishonesty.

8.10 **Ownership of Materials and Intellectual Property Rights**

8.10.1 CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the **"CFX Property"**). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the **"CFX Intellectual Property"**). Contractor, its employees, agents, officers, and subcontractors acknowledge that: (A) E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property; and (B) access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

8.10.2 Contractor, its employees, agents, officers, and subcontractors:

(A) May not use CFX Property or CFX Intellectual Property in any way, other than in performance of the Work under the terms of this Contract without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion; and

(B) Shall, subject to Chapter 119, Florida Statutes, maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of the Work hereunder, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion; and

(C) Shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the CFX Property or CFX Intellectual Property.

(D) Shall, in ensuring the confidentiality and security of CFX Property and CFX Intellectual Property utilize the same standards of protection and confidentiality that Contractor uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

8.10.3 For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by Contractor (collectively, the **"Contractor Property"**) and the intellectual property rights associated therewith (collectively, the **"Contractor Intellectual Property"**), Contractor – inclusive of its employees, officers, agents, and subcontractors – warrants and represents the following:

(A) Contractor was and is the sole owner of all right, title, and/or interest in and to all Contractor Property and Contractor Intellectual Property; or

(B) Contractor has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the Contractor Property and Contractor Intellectual Property, as necessary to provide and install the Contractor Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that Contractor is current and will remain current on all royalty payments due and payable under any license where Contractor is licensee; and

(C) Contractor has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the Contractor Property or any license granted to CFX for use of the Contractor Intellectual Property rights.

8.10.4 Contractor further warrants and represents that there are no pending, threatened, or anticipated claims against Contractor, its employees, officers, agents, or subcontractors with respect to the Contractor Property or Contractor Intellectual Property.

8.10.5 The provisions of this Section shall survive the expiration or termination of this Contract for the longer of: (A) the statute of limitations on any action arising out of either party's conduct relating to this Section, whether such action may be brought by CFX, Contractor, or a third party; or (B) CFX's continued use – notwithstanding any temporary suspension of use – of any Contractor Property or Contractor Intellectual Property.

8.10.6 Notwithstanding anything to the contrary, the confidentiality and security provisions herein contained shall survive the expiration or termination of this Contract for 10 years beyond both timeframes provided in **Subsection 8.10.5** above.

Article 9: Florida Vendor Eligibility Provisions

9.1 E-Verification

9.1.1 This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor hereby represents, warrants, and certifies that it is

registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor.

9.1.2 Contractor additionally hereby acknowledges the responsibilities and obligations of both Contractor and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (A) an obligation that Contractor obtains and maintains affidavits from each of its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and (B) the right of CFX to unilaterally and immediately terminate this Contract for Contractor's failure to comply with the applicable provisions of Section 448.095(5), Florida Statutes, and to impose upon Contractor any additional costs incurred by CFX resulting from such termination.

9.2 **Public Entity Crimes**

9.2.1 Contractor hereby represents, warrants, and certifies that: (A) neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (B) Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list; and (B) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

9.3 **Scrutinized Companies**

9.3.1 Contractor hereby represents, warrants, and certifies to the following: (1) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith; and (2) Contractor is not on Florida's "Scrutinized Companies that Boycott Israel List" created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel.

9.3.2 If the Contract value meets or exceeds $1,000,000.00, then Contractor hereby additionally represents, warrants, and certifies that: (1) Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes, and (2) Contractor is not engaged in business operations in Cuba or Syria.

9.3.3 In accordance with Section 218.135, Florida Statutes, CFX shall have the option to terminate this Contract and shall have the right to, notwithstanding anything to the contrary in this Contract, pursue all remedies available to it in equity and at law, if: (1) either of the above certifications are found to have been false; (2) Contractor is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

9.4 **Discriminatory Vendors and Anti-Trust Violators**

9.4.1 Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate either Section 287.134, Florida Statutes, or Section 287.137, Florida Statutes. In accordance with such sections of Florida law, contractors that have been placed on either the discriminatory vendors list, the antitrust violator vendor list, or both: (A) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (B) may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; (C) may not submit bids, proposals, or replies on leases of

real property to a public entity; (D) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (E) may not transact business with any public entity.

9.5 **Countries of Foreign Concern**

9.5.1 Contractor hereby represents, warrants, and certifies that Contractor has read and reviewed the provisions, requirements, and prohibitions of Section 287.138, Florida Statutes, regarding contracting with foreign countries of concern and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.

9.5.2 If this Contract will in any manner give Contractor access to any individual's personal identifying information, then:

(A) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor shall submit to CFX an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not meet any of the following criteria: (1) Contractor is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in Contractor; or (3) Contractor is organized under the laws of or has its principal place of business in a foreign country of concern. For the purposes of this decision, the definition of "foreign county of concern", "controlling interest", "governmental entity", are as provided in Section 287.138(1), Florida Statutes.

(B) Contractor hereby acknowledges that the Florida Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates Section 287.138, Florida Statutes, and that the penalties for such violation may include any provided for in Section 287.138(5), Florida Statutes, including without limitation: (1) a civil penalty equal to twice the amount of the contract for which the entity submitted a bid or proposal for, replied to, or entered into; and (2) ineligibility to enter into, renew, or extend any contract, including any grant agreements, with any governmental entity for up to 5 years. CFX shall additionally have the option to terminate this Contract for cause if Contractor is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

9.6 **Common Carrier**

9.6.1 Contractor hereby represents, warrants, and certifies that Contractor has read and reviewed the provisions, requirements, and prohibitions of Section 908.111, Florida Statutes, regarding contracting with common carriers and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.

9.6.2 If Contractor meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(A) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor shall execute and submit to CFX an attestation in conformity with Sections 92.525 and 908.111(3), Florida Statutes, stating that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

(B) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

9.7 **Human Trafficking**

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

9.8 **Incorporation of Florida Vendor Eligibility Provision Forms**

9.8.1 Either as part of the solicitation for this Contract, or as a precondition of this Contract, Contractor has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this "Florida Vendor Eligibility Requirements" section by use of the following forms provided by CFX:

(A) **CFX-200: E-Verification Use and Registration Certification**

(B) **CFX-210: Certifications Regarding Vendor Eligibility**

(C) **CFX 220: Human Trafficking Affidavit**

(D) **CFX-230: Common Carrier Attestation**

(E) **CFX-240: Foreign Countries of Concern Affidavit**

9.8.2 All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason Contractor has not yet executed any such forms: (A) Contractor doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (B) any failure of Contractor to do shall be cause for termination of this Contract by CFX.

Article 10: Provisions for Specialized Services Contracts

10.1 **Conflict of Interest Provision**

10.1.1 Contractor acknowledges that it meets the definition of "Consultant" under the CFX Code of Ethics, that it has read the CFX's Code of Ethics, and, to the extent applicable, Contractor will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

10.1.2 As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, Contractor understands that completion of **CFX-105: Potential Conflict Disclosure Form** is a precondition to the execution of the Contract and payment by CFX hereunder.

10.1.3 For the full Contract Term, Contractor shall submit a revised **CFX-105: Potential Conflict Disclosure Form** to CFX:

(A) At the time of entering into this Contract;

(B) Annually, not later than July 1st; and

(C) Promptly upon the occurrence of an event that would require disclosure.

10.1.4 Contractor shall use CFX's most current version of the **CFX-105: Potential Conflict Disclosure Form**, which CFX will provide to Contractor annually and will otherwise be available by request from the CFX Procurement Department.

10.1.5 Contractor covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313,

Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

10.2 **Major Sub-Vendor Provision**

10.2.1 If, during the term of this Contract and any renewals hereof, Contractor desires or intends to provide payment to a subcontractor, subconsultant, and/or service provider (collectively **"Sub-Vendor"**) that was not disclosed by Contractor to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00, Contractor shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

10.2.2 Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by Contractor under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, Contractor may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

10.2.3 CFX shall not be responsible to Contractor for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Contractor have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

10.3 **Assignment and Removal of Key Personnel**

10.3.1 The Parties hereto agree that the following are material considerations upon which CFX relied when deciding to award this Contract to Contractor:

(A) The level of expertise, knowledge, and experience possessed by the employees, subcontractors, or other individuals identified by the Contractor in hereto attached **Exhibit C: Statement of Qualifications** as being responsible for providing, overseeing, supervising, or otherwise being responsible for the performance of the Work (the **"Key Personnel"**); and

(B) Contractor's covenant to, at all times, utilize individuals possessing such expertise, knowledge, and experience as contemplated in such **Exhibit C** when hereunder performing.

10.3.2 Throughout the Contract Term, Contractor shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Work, together with such other areas of expertise or experience, as may be designated from time to time during the Contract Term by CFX. When CFX designates an additional area for which expertise or experience shall be required, Contractor shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

10.3.3 Contractor shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Contract Term in accordance with the standards and requirements set forth in the Scope of Work. The identity of the individuals initially assigned to each of such positions by Contractor shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing the Work required hereunder to the extent required.

10.3.4 If Contractor removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, Contractor will replace such individual with an employee of like expertise. At no time shall CFX be obligated to accept Contractor's substitution of Key Personnel of lesser expertise than that originally assigned to perform work from CFX.

Article 11: General Provisions (Alphabetical)

11.1 Assignments and Successors

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

11.1.2 Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract.

11.2 Binding Effect; Conflicts

This Contract shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or assigns. In the event of a conflict between the covenants, terms, or provisions of this Contract and any document incorporated herein whether by attachment or reference, the provisions of this Contract shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Contract, the most restrictive shall govern.

11.3 Construction and Representations

Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Contract. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Contract shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Contract, which are not specifically set forth in this Contract.

11.4 Counterparts and Electronic Transmission of Signatures

This Contract may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Contract as executed by that party to the other party as mutually agreed upon by the Parties, and delivery shall be effective and complete upon completion of such transmission.

11.5 Electronic Signatures

Each party hereby agrees that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

11.6 **Governing Law**

This Contract shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Contract, without reference to any conflicts of law provisions.

11.7 **Headings**

The headings or captions of articles, sections, or subsections used in this Contract are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Contract.

11.8 **Jury Waiver**

To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Work hereunder, which may be brought by either of the Parties.

11.9 **Modification**

Unless otherwise expressly provided for herein, no modification of this Contract shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party.

11.10 **Remedies**

No remedy conferred upon any party in this Contract is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or as provided at law or equity. No single or partial exercise by any party of any rights, power, or remedy shall preclude any other or the further exercise thereof.

11.11 **Severability**

The provisions of this Contract are declared by the Parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Contract. Therefore, should any material term, provision, covenant, or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

11.12 **Signatory**

Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party, to enter into and perform under this Contract. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Contract, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

11.13 **Survivorship**

Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including by way of example only, the indemnification and records maintenance provisions, shall survive any expiration, cancellation, or termination of this Contract.

11.14 **Time is of the Essence**

Time is of the essence regarding every obligation of Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation – including a breach resulting from untimely performance – is a material breach.

11.15 **Venue**

Each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Orange County, Florida, regarding any legal action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Work hereunder. Each party further agrees venue for any such action, proceeding, or claim shall lie in Orange County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

11.16 **Waiver**

No delay or failure on the part of either party to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Article 12: Documents; Entire Agreement

12.1 **Ownership of Documents**

All plans, documents, reports, studies, and/or other data prepared or obtained by Contractor under this Contract, including drafts, shall be considered instruments made for the Work and shall become the property of CFX without restriction or limitation on their use and shall be made available, upon request, to CFX at any time.

12.2 **Contract Documents**

12.2.1 All attachments, exhibits, schedules, forms, and/or other documents herein referenced or hereto attached, including the contents of this Contract, shall constitute the **"Contract Documents"**.

12.2.2 **Attachments/Exhibits.** The documents in the table below are hereby incorporated into this Contract and serve as a material part hereof:

Document Name	Document Title
Schedule 1	Insurance Requirements
Exhibit A	Scope of Work
Exhibit B	Method of Compensation
Exhibit C	Statement of Qualifications

12.2.3 **Incorporation by Reference.** The documents identified below are hereby incorporated into this Contract by reference: (A) the requisite insurance policies; and (B) Forms CFX-200, CFX-210, CFX-220, CFX-230, CFX-240, and any other forms provided by Contractor.

12.3 **Entire Agreement**

This Contract, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. Regarding such subject matter, this Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by Board action on the 10th day of April, 2025, and Contractor signing through its undersigned signatory authorized to execute same.

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams
Director of Procurement

Date: 4/10/2025

"CONTRACTOR"

DURRANCE & ASSOCIATES, P.A.

By:

Print Name: Chad Durrance

Title: President

Date: 3/26/25

ATTEST: (Seal)

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 26th day of March, 2025, for its exclusive use and reliance.

By:
Cristina T. Berrios
Deputy General Counsel

SCHEDULE 1: INSURANCE REQUIREMENTS

REAL ESTATE APPRAISAL SERVICES

CONTRACT NO. 002218

(A) The Contractor agrees to maintain, on a primary basis and at its sole expense, the following types of insurance coverage with limits and on forms (including endorsements) as described in this **Schedule 1: Insurance Requirements** at all times throughout the duration of the Contract.

(B) These requirements, as well as CFX's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Contractor under the Contract. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

(C) Insurance carriers providing coverage required in this **Schedule 1: Insurance Requirements** must be licensed to conduct business in the State of Florida and must carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. CFX hereby reserves the right to examine copies and relevant provisions of the insurance policies required by this Contract, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of Contractor manuscript policies.

(D) The Contractor shall, by written agreement, require and ensure that each of its subcontractors providing services in any manner related to the Contract (if any) procures and maintains insurance of the types and to the limits specified herein until the completion of their respective services, with such agreements including without limitation similar waivers and endorsements in favor of all parties enumerated in this **Schedule 1: Insurance Requirements**.

(E) The Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws, including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

(F) **Commercial General Liability**

(1) 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 $1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Contract (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.

(2) The Contractor 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.

(3) *Required Endorsements*

(a) *Additional Insured* – ISO CG 20 10. CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

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.

(b) *Waiver of Transfer of Rights of Recovery – ISO* CG 24 04 or its equivalent. (Note: If submitting blanket endorsements, please include the entire endorsement and the applicable policy number).

(G) **Business Automobile Liability**

(1) Coverage shall be on an occurrence form policy for all owned, non-owned, and hired vehicles issued on ISO CA 00 01 11 20 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence/annual aggregate.

(2) 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 separate Business Auto Liability policy.

(3) *Required Endorsements*

(a) An additional insured endorsement naming CFX as an additional insured is also required to be submitted and maintained throughout the policy term.

(b) MCS-90 – for operations governed by Sections 29 & 30 of the Motor Carrier Act of 1980.

(H) Both the Commercial General Liability and Business Automobile Liability insurance policies provided for above 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; and

(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.

(I) **Workers' Compensation**

(1) Coverage for its employees with statutory workers' compensation limits and no less than $100,000.00 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.

(2) *Required Endorsements*

(a) *Waiver of Subrogation* – WC 00 03 13 or its equivalent. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents, and subcontractors.

(J) **Professional Liability/Errors and Omissions**

(1) Coverage shall have limits of not less than $1,000,000.00 per claim and $2,000,000.00 annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the Contractor.

(2) If the Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the entire term of this Contract and the Contractor shall purchase, at their sole expense, either:

(a) An Extended Reporting Endorsement (also known as Tail Coverage);

(b) Prior Dates Coverage from new insurer with retroactive date back to the date of, or prior to, the inception of the Contract; or

(c) Demonstrate through Certificates of Insurance that the Contractor has maintained continuous coverage with the same or original insurer.

(d) Coverage provided under items (a), (b), or (c) of **Subparagraph (2)** of this "Professional Liability/Errors and Omissions" requirement will continue for as long as the law allows.

(3) Professional Liability Insurance shall provide for all sums that the Contractor shall be obligated to pay as damages for claims arising out of the service performed by the Contractor, or any person or subcontractor employed by the Contractor, in conjunction with this Contract.

(K) The Contractor shall require all insurance policies that are in any way related to the work and are secured and maintained by the Contractor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. When required by the insurer, or should a policy condition not permit an endorsement, the Contractor 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 Contractor enter into such an agreement on a pre-loss basis. At the Contractor's expense, all limits must be maintained.

(L) Prior to execution and commencement of any operations/services provided under this contract, the Contractor shall provide CFX with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Central Florida Expressway Authority.

(M) Renewal certificates shall be immediately submitted to CFX. Such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this **Schedule 1: Insurance Requirements**.

(N) The Contractor shall notify CFX not less than 30 business days (10 business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Contractor shall provide evidence of pending replacement coverage to maintain compliance with these insurance requirements to CFX no fewer than 5 business days prior to the effective date of the replacement policy(ies), with the associated replacement certificates of insurance due to CFX no later than 5 business days from the effective date of any such replacement policy(ies).

The certificate holder shall read:

Central Florida Expressway Authority
C/O Risk Management Department
4974 Orl Tower Rd
Orlando, FL 32807

(O) For policies written on a "Claims-Made" basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is either canceled, non-renewed, switched to occurrence form, or any other event, which triggers the right to purchase a Supplemental Extended Reporting Period ("SERP"), during the life of this Contract, Contractor agrees to purchase the

SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve Contractor of the obligation to provide replacement coverage.

(P) In the event any of the herein required insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then: (1) CFX shall be entitled to the full coverage and limits of such policies; and (2) these insurance requirements will be deemed to require such greater coverage and greater limits.

(Q) Any deductible or self-insured retention must be declared to and approved by CFX. When a self-insured retention or deductible exceeds $100,000.00, CFX reserves the right to request a copy of the Contractor's recent annual report or audited financial statement. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(R) All such insurance required of the Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

(S) Compliance with these insurance requirements shall not relieve or limit the Contractor's liabilities and obligations under this Contract. 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.

[END SCHEDULE 1]

EXHIBIT A: SCOPE OF WORK
REAL ESTATE APPRAISAL SERVICES
CONTRACT NO. 002218

PART 1: SERVICES TO BE PROVIDED BY CONTRCTOR

(A) **Parcel/Property Valuations.** In accordance with the provisions of this Contract, Contractor shall appraise each parcel, and prepare and deliver to CFX, within thirty (**30**) calendar days after the date of each Task Order, one copy of the appraisal report(s) for each parcel identified in said Task Order. Such 30 calendar day time period may be extended by the CFX General Counsel in writing based upon the nature of the appraisal.

(1) Contractor shall personally inspect each parcel, including all buildings, structures, fixtures, and other improvements to the property.

(2) Contractor shall give the owner or his designated representative an opportunity to accompany Contractor during his detailed inspection of the property.

(3) If the owner of a compensable interest in the property or a representative of such owner does not accompany Contractor during the inspection, Contractor shall include in his appraisal report a copy of his notification to the owner of the opportunity to accompany Contractor and evidence of the owner's receipt of such notification.

(4) In the process of inspecting the property, Contractor shall, to the extent practicable, ascertain the rights of all parties in possession and note for consideration all information and comments furnished by the owner or their representative relevant to the appraisal.

(B) **Judicial Proceedings; Expert Witness Testimony.** If requested by CFX, Contractor shall testify as an expert witness on behalf of CFX in any judicial or administrative proceeding involving any property appraised under this Contract. Such services shall include such reasonable time as may be required for re-inspection of the property, updating Contractor's valuation, participation in pretrial or prehearing conferences with counsel for CFX, and testifying in the judicial or administrative proceeding.

(C) **Appraisal Report Modifications; Updates**

(1) Contractor shall modify or furnish supplements to any appraisal report furnished under this Contract, without additional cost to CFX, if: (a) applicable principles of law with respect to the valuation of the property require the modification or supplementing of such appraisal; (b) material omissions, inaccuracies, or defects in the appraisal report are discovered after delivery and acceptance of the report by CFX; or (c) Contractor receives or becomes aware of relevant additional appraisal information in existence prior to the date Contractor signed the report.

(2) If there is a significant delay between the date of valuation and the date of acquisition of any parcel, or if the property has been materially altered since the appraisal by a fire, a revised determination of the boundaries of the property is acquired, or other cause, Contractor shall, if requested by CFX, furnish CFX a supplementary report updating this valuation and the supporting data and analyses to a current date. The compensation for such updating of an appraisal shall be determined in accordance with the provisions of **Exhibit B: Method of Payment**.

(D) **Valuation of Reserved Rights or Interests.** Contractor shall estimate the value of any right or interest proposed to be reserved by the owner in a property appraised by Contractor, such as an easement for access to other property of the owner, the right to continue occupancy for an extended period after CFX acquires the property, or the right to remove any building, structure, fixture, or other improvement. The

compensation to be paid to Contractor for furnishing any such valuation shall be determined in accordance with the provisions of **Exhibit B: Method of Payment**.

(E) **Legal Consultations.** Contractor shall consult with CFX and its legal counsel regarding services to be performed by Contractor, at such time(s) as may be mutually convenient for the parties to this Contract. Contractor shall initiate such consultations whenever Contractor is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this Contract. There shall be no charge by any party for such consultations.

PART 2: ADDITIONAL INFORMATION

(A) **Property to be Appraised**

(1) A description of the real property to be appraised, including identification of any interests in the real property to be specifically excluded from appraisal, will be provided in sequential task orders issued by CFX to Contractor (**"Task Orders"**).

(2) A separate appraisal is to be furnished for each "parcel" identified in a Task Order. (The term **"parcel"** means any tract or contiguous tracts of land in the same ownership, whether any such tract consists of one or more platted lots or a fractional part of a lot. An easement or other separately held interest in two or more parcels shall be considered a separate parcel for appraisal purposes and an exception to the title to the parcels so encumbered. An easement in a parcel that is appurtenant to another parcel to be acquired by CFX shall be considered part of such other parcel and an exception to the title of the parcel encumbered.)

(3) Each parcel shall be considered to include all right, title, and interest of the owner in or to any adjacent or abutting streets, alleys, or other public rights of way.

(B) **Purpose and Basis of Valuations**

(1) The appraisals to be furnished under this Contract are required by CFX for its guidance in making fair and impartial determinations of fair market value for various agency purposes, including without limitation acquisition through eminent domain and the surplusing of CFX property. Appraisal reports will be reviewed carefully by CFX.

(2) Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of Contractor's reasoning and his analyses of the evidence of value, so that a reviewer will be able to follow Contractor's analyses and understand how he reached his valuation conclusions.

(C) **Appraisal Standards.** The appraisals under this Contract shall be completed in accordance with the Code of Professional Ethics and the Standards of Professional Practice of The Appraisal Institute, the Requirements of the State of Florida for State-Certified Appraisers and the USPAP and generally accepted appraisal practice, standards, and techniques to the extent that such principles are consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State of Florida, when applicable. Factors relating to race, color, religion, sex, or national origin, or to racial, religious, or ethnic identification of neighborhoods are not relevant to the estimation of value and shall not be considered in connection with appraisals of residential real property.

(D) **Date of Valuation.** Contractor's valuation shall be as of a date concurrent with the preparation of the report unless CFX has specified some other date of valuation.

(E) **Contents of Appraisal Reports.** Each appraisal report to be furnished by Contractor under this Contract shall contain certain information and Contractor's conclusions and opinions, together with the data and analyses by which they were derived, as set forth below. A separate report shall be submitted for each parcel. However, if more than one parcel is to be appraised, all general data may be included

in a separate data volume that is referenced in the separate appraisal reports on the individual parcels. The appraisal report on each parcel shall include the following:

(1) A summary headed “Appraisal Report for the Central Florida Expressway Authority” that provides the following:

(a) Project name and number.

(b) Date of the report.

(c) Task Order number and date, parcel identification, tax assessor id number, address of the property, brief identification of all interests in the property appraised, and the name of the owner(s), including any tenant-owners.

(d) Date(s) of Contractor's inspection of the property with the owner or the owner's designated representative. Includes the name of each owner or representative of an owner who accompanied Contractor during the inspection and the interest held in the property or the representative capacity of each such person.

(e) Contractor's estimate of the fair market value of the entire parcel and the fair market value of the same interest in the land, as if vacant.

(f) The limiting conditions of the appraisal, which may include assumptions: (1) that the title is good and marketable; (2) that no responsibility is assumed by Contractor for legal matters, especially those affecting the title to the property; (3) that the legal description of the property and the interest in the property to be appraised, furnished to Contractor by CFX, is correct; and (4) that no survey of the property has been made. Any other appropriate assumption or limiting condition may be added if it has been specifically approved in writing by CFX.

(g) The certifications of Contractor: (1) that Contractor personally made a thorough inspection of the property; (2) that, to the best of Contractor's knowledge and belief, everything contained in the report is true and no relevant and important fact has been omitted; (3) that neither Contractor's employment nor compensation is contingent on the valuation reported; and (4) that Contractor has no past, present, or prospective interest (including that of real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial report.

(h) A certification that, in Contractor's opinion, the fair market value of the property is an amount to be stated as of the date of valuation.

(i) The signature of Contractor.

(2) The name and address of the owner of the property and the name and the address, if known, of any other party known or believed to hold a separate compensable interest in the property.

(3) The street address and an accurate description of each parcel and all interests in the parcel appraised. The property description shall identify all conditions, restrictions, easements, servitudes, and reservations affecting the title. The property description shall specifically exclude and describe any separately held interest in the property that is to be acquired separately or as part of another parcel. The description shall also specifically exclude all separately held interests which are not to be acquired and will not be affected adversely by CFX's project. If there are any separately held interests in a parcel, which are to be acquired with other interests in the same parcel, such as leaseholds, tenant-owned improvements, life estates, easements, and water, gas, oil, or mineral rights, a description of each such separate interest and the name of its owner shall be furnished.

(4) Off-record title information concerning interests or instruments that affect title, but are not of record, such as leases, options to renew a lease, contracts of sale, and other interests or rights of parties in possession. Such information shall be reported, and if available facts are sufficient, Contractor's report shall be based on such additional title information and so noted in the appraisal report.

Otherwise, Contractor shall refer the matter to CFX and defer completion of the appraisal until the question is resolved.

(5) Basic property data including pertinent information with respect to such matters as: (a) the environment and location of the property; (b) the zoning and any restrictive covenants, conditions, or servitudes affecting the available use or occupancy of the land; (c) the assessed value of the real property and the current annual real estate tax burden; (d) the use and occupancy of the property at time of appraisal; (e) the public improvements, services, and utilities serving and providing access to the property; (f) the character, topography, dimensions, and area of the land; (g) the freedom of the property from special hazards; (h) the current rental and rental history of the property, if rented; (i) the estimated annual costs of ownership and for operation and maintenance of the property; and (j) a description of the buildings, structures, and other improvements, if any, including relevant information as to type of improvement, designed use, construction materials and finish, equipment, dimensions, floor area, age, condition, space or room arrangement, functional utility, and any other characteristics or attributes of the improvements germane to the value of the real property. The appraisal report shall contain a general sketch plat showing the shape and dimensions of the land, the location of the principal improvements on the land, the location of any easements in the land, and the abutting streets, alleys, or other public rights of way. The report shall also include such photographs, each clearly identified, as may be appropriate.

(6) Report of any condition or occupancy of the property in violation of law that may affect the value of the property.

(7) Contractor's opinion as to the highest and best use for the property. The appraisal report shall also include Contractor's opinions as to any other use(s) for which the property is reasonably suitable or adaptable. If the property is unused vacant land, or the highest and best use is not self-evident or is found to differ significantly from the present use, the appraisal report shall contain the analyses by which Contractor reached the conclusions as to the highest and best use of the property and as to its suitability or adaptability for any other use(s). The analysis of a potential use shall include consideration of relevant matters, such as the suitability of the location, the environment, and the legal and physical attributes of the property for such use, the estimated cost, if any, of converting the property to such use, and the supply, sale price levels, and relative desirability of other properties that would compete for the same kind of use. The analysis of the property for the future use or uses found to be the highest and best use is part of the process of appraising the property and, therefore, may be included in the valuation analysis furnished in accordance with **Subparagraph (8)** below.

(8) The opinion of Contractor as to the fair market value of the property. The appraisal report shall contain a description of the reasoning process used by Contractor in reaching the conclusion as to value and all data and analyses needed to explain and support the valuation. The supporting data and analyses furnished in the appraisal report shall include the following:

(a) An analysis of the property, from the point of view of evaluating the effect of its characteristics and attributes on its value for the available use or uses for which the property is best suited. Particular attention shall be given to the characteristics of the property most relevant to its value, such as, in the case of an investment property, the income potential and the expenses of ownership, maintenance, and operation.

(b) An identification of the most recent sale of each property appraised and any other sales of such property during the last five (5) years preceding the appraisal. Such sale(s) of the property appraised and all recent sales of comparable properties considered by Contractor in forming the opinion(s) of fair market value shall be verified insofar as practical. The information furnished with respect to each such sale shall include, among other pertinent facts, the names of the grantor and grantee, the date of the sale, the sale price, any special terms or conditions or circumstances of the sale that affected the transaction, and a description of the property and its condition at time of sale in sufficient detail for use in making the appraisal.

(c) The analyses that constitute the principal basis for Contractor's opinion of the fair market value. The appraisal report shall contain Contractor's evaluation with respect to previous sales of the property appraised and any recent offer of the owner to sell the property. The appraisal report shall also contain Contractor's analysis of each comparable property and its sale in relation to the property appraised. Contractor's analysis shall reflect appropriate allowances for the difference in the time of the sale of the comparable properties and the date of appraisal and the differences in the utility, desirability, and productivity of the properties that are pertinent to their relative value. The appraisal report shall contain a valuation data map showing the location of the property appraised and the comparable properties referred to in the appraisal report.

(d) All other information, analyses, and estimates considered by the appraiser to be relevant to the estimation of the fair market value of the property.

(e) If the property appraised is part of a larger parcel in the same ownership or is less than the entire interest of the owner in the property, the appraisal report shall contain Contractor's opinion of just compensation for a taking of such property or interest, using the before-and-after method of valuation as interpreted under State law unless it is obvious that there would be no damages or benefits to the remaining property or interest of the owner. However, if the part or interest to be taken is such a small part of the whole property that the damages for the taking can be more accurately estimated directly, that method may be used if permitted under State law, without estimating the fair market value of the entire property of the owner. The foregoing opinions of Contractor shall be supported in the report by the data and analyses by which Contractor reached their conclusions. For information purposes, the appraisal report shall also contain Contractor's estimates of the fair market value of the to-be-acquired part or interest as part of the whole property and the net damages or benefits to the remaining property of the owner. If in the opinion of Contractor, acquisition of the part of, or interest in, the property proposed for acquisition would leave the owner with an uneconomic remnant, Contractor shall furnish a separate estimate of the fair market value of a "parcel" comprising both the parcel proposed for acquisition and the uneconomic remnant. (A remainder parcel or interest shall be considered to be an uneconomic remnant if by itself it has little or no utility or value to the owner.)

(f) Such maps, plans, photographs, or other exhibits as are necessary to explain or illustrate the analyses of Contractor.

(g) Contractor's evaluation of the indications of value deduced from the separate analyses of the various evidences of value and an explanation of how Contractor reached their conclusion as to the fair market value of the property.

(9) The opinion of Contractor as to the fair market value of the land, as if vacant. The valuation shall be for the same interest in the land as is to be acquired in the real property. The report shall contain information with respect to the available use or uses for which the land would be suitable if vacant, the opinion of Contractor as to its highest and best use, and Contractor's analysis of the evidences of value and of the use potential by which Contractor reached their conclusions as to the highest and best use of the land and the land value.

(10) A property analysis if the property is a commercial, industrial, institutional, governmental, or farm property that involves substantial quantities and kinds of fixtures such as machinery and equipment. Any building, structure, fixture, or other improvement, which would be real property if owned by the owner of the land, shall be considered to be real property (even if the improvement is the property of a tenant who has the right to remove it or the obligation to remove it at the expiration of the lease term). The property analysis must be approved by CFX before the appraisal is completed and, as approved by CFX, shall be included as an exhibit in Contractor's report. The property analysis shall list, identify, and classify as to ownership and type of improvement, all items of physical property considered to be part of the real property. The property analysis shall also identify tangible personal property located on the premises to the extent reasonably necessary to prevent misunderstandings

as to what is regarded as being real or personal property. Buildings, structures, fixtures, and other improvements, including their accessories and spare parts, shall be identified and classified as to ownership and type of property as follows:

(11) Ownership

(a) Owner of the land.

(b) Each tenant in occupancy.

(c) Each non-occupant owner of any fixtures or other improvements, or personal property, on the premises.

(12) Type of property

(a) Building, structure, or fixed improvement.

(b) Building equipment, removable.

(c) Fixtures, classified as to whether economically removable for reuse, removable for salvage only, or irremovable.

(d) Personal property, identified as to types and approximate amounts, or otherwise, as needed to prevent misunderstandings as to the classification of any item.

(e) If any building, structure, fixture, or other improvement is not to be acquired, will not be adversely affected by CFX's project, and will not be required by CFX to be removed, such as a pipeline in an easement not to be acquired, such improvement shall be identified as excluded from the appraisal.

(13) If machinery and equipment or other fixtures used in a trade or business, farm operation, or institutional or governmental function constitute part of the real property, the appraisal report shall contain a separate schedule which provides separate estimates for each such item, as prescribed below. If there is more than one owner of such items, a separate schedule shall be furnished for each owner. The information and conclusions to be furnished on each item are as follows:

(a) Description of the item, including, as appropriate, the manufacturer, model and serial number, size or capacity, age and condition, and degree of obsolescence. Accessories and spare parts, special foundations, power wiring, and process piping generally shall be listed separately, following the listing of the item(s) to which they apply.

(b) Estimate of the replacement cost of the item as listed and identified (excluding any elements listed separately). Separately identify the basis of estimated replacement cost (new or used).

(c) The contributive (enhancement) value of the item to the fair market value of the real property as a whole. Estimated fair market value of the item for removal from the property at a purchaser’s expense. Such value shall be considered to be the probable selling price if the item were offered for sale for removal from the property at the purchaser's expense, allowing a reasonable time to find a purchaser buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including salvage for serviceable components and scrap when it appears that will provide the highest value. The schedule(s) of estimates shall be consistent with the property analysis approved by CFX, as provided in **Subparagraph (7)** above. Contractor is permitted to use the services of such technical specialists as may be needed to enable Contractor to provide valid estimates and sound valuations. The schedule(s) shall be supported by an explanation of the procedures followed in gathering the necessary market information and technical data. The principal purpose of Contractor's accompanying narrative, however, must be to explain his analyses and his evaluations of the dollar amount of the overall contribution of the machinery, equipment, and fixtures to the fair market value of the real property as a whole. The report shall contain any layout plans, sketches, or photographs that are reasonably necessary for locating or identifying the facilities or illustrating Contractor's analyses.

(14) If there are separately held interests in the real property to be acquired, such as easements, leaseholds, air rights, life estates, and oil, gas, or mineral rights, the property is to be valued on an undivided fee basis as applied in the State and not as a "sum of the interests" approach. The undivided fee basis as applied in the State does not ignore the value, which an encumbrance may add to or subtract from the reasonable fair market value of the property as a whole. Conversely, the rule contemplates that where the contract rental adds to the fair market value of the property, evidence of the rental is relevant in determining the value of the property. Where the contract rental is less than the fair rental, the fair rental and not the contract rental is the relevant evidence on the issue of value.

(F) **Access to Property; Cooperation of Authority**

(1) CFX and/or its respective agents shall cooperate in good faith with Contractor to obtain right of entry to the Property and all portions thereof, its employees, agents, and subcontractors in order to perform the work contemplated under the Contract. It is acknowledged and agreed that if Contractor is unable to timely perform the work specified herein due to the inability to obtain access to the Property, or any portion thereof necessary for the performance of the work specified herein, such failure shall not constitute a default of Contractor; provided, however, if Contractor shall be prevented from obtaining such access as necessary to perform the work contemplated hereunder, Contractor shall promptly notify CFX and/or its respective agents of any such inability to obtain access to any Parcel or any portion thereof.

(2) CFX and/or its respective agents shall cooperate in good faith with Contractor in the performance of the services set forth herein and shall provide all available material, data, and information which CFX or its respective agents have in their respective possession or of which they have knowledge relating to the Property or the contamination of the Property which may be reasonably required to accomplish said services.

(G) **Covenant Not to Damage Property.** Contractor and its employees, agents, and subcontractors shall not unnecessarily damage the Property, or any improvements thereon, in the performance of its work hereunder. In the event of any damage to the Property or improvements thereon arising out of the negligent acts or omissions of Contractor, its employees, agents and subcontractors, Contractor shall be responsible for the repair and restoration of such damage.

(H) **To Be Provided by CFX**

(1) One or more Task Order(s) sufficiently identifying the parcel or parcels of property to be appraised based upon information made available to CFX.

(2) An ownership data report for each parcel. That report will show all estates and interests in the parcel as shown of record and consequently shall not be assumed to accurately define the interests to be appraised.

(3) Legal advice, upon request of Contractor, on legal matters affecting the appraisal of any property to be appraised.

(I) **CFX Authorized Representatives/Legal Consultants.** From time to time, CFX's General Counsel may, in writing, direct Contractor to work with an authorized representative and/or Legal Consultant to provide the services contemplated herein to CFX. In such event, Contractor is permitted to take direction from such authorized representative and/or Legal Consultant, and to rely upon any representations made by such authorized representative and/or Legal Consultant to the extent consistent with the terms and conditions of the Contract.

[END EXHIBIT A]

CONSENT AGENDA ITEM
#21

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: August 6, 2026

SUBJECT: Approval of Mediated Settlement Agreement between the Central Florida Expressway Authority and Eladio Delannoy and Lorraine Delannoy, in the matter of *Central Florida Expressway Authority v. Brian M. Van Cour, et al.*, regarding SR 538 Poinciana Parkway Extension, Segment 538-235A, Parcel 53-120 Parts A-B.

On August 8, 2024, the Board authorized the acquisition of properties necessary for the SR 538 Poinciana Parkway Extension Project, including Parcel 53-120 Parts A-B (the **"Subject Parcels"**), owned by Eladio Delannoy and Lorraine Delannoy (the **"Owners"**). CFX initially offered the Owners $1,278,640 for the property and improvements, including a settlement enhancement of 10%. The Owners obtained an appraisal valuing the property and related damages at $1,799,900.

CFX and the Owners engaged in pre-suit negotiations and attended mediation on May 15, 2026. At mediation, the parties, subject to the recommendation of the Right-of-Way Committee and approval of the Board, reached a proposed settlement of all claims arising from the acquisition of the Subject Parcels for a negotiated total compensation amount of $1,451,796.66, inclusive of all attorneys' fees and property owner expert costs. The proposed settlement also provides for the conveyance of the uneconomic remainder of the parent tract to CFX at no additional cost and permits the Owners to retain possession of the property, rent-free, through January 31, 2027.

On May 20, 2026, CFX initiated an eminent domain action styled *Central Florida Expressway Authority v. Brian M. Van Cour, et al.*, Case No. 2026-CA-001595 ED, in the Circuit Court of the Ninth Judicial Circuit, in and for Osceola County, Florida, in part to acquire the Subject Parcels. The Court subsequently entered a Stipulated Order of Taking on June 26, 2026, pursuant to which CFX deposited $1,278,640.00, which will be credited toward the negotiated settlement amount.

The Right of Way Committee recommended approval of the proposed Mediated Settlement Agreement at its meeting on August 3, 2026.

This is included in the Five Year Work Plan.

Board approval of the proposed Mediated Settlement Agreement between the Central Florida Expressway Authority and Eladio Delannoy and Lorraine Delannoy, in the matter of *Central Florida Expressway Authority v. Brian M. Van Cour, et al.*, for a negotiated total compensation amount of $1,451,796.66 for all claims related to Parcel 53-120 Parts A-B, inclusive of all attorneys' fees, attorneys' costs, and property owner expert fees and costs, plus applicable standard closing costs, is requested.

NELSON MULLINS

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

390 North Orange Avenue, Suite 1400
Orlando, FL 32801
T: 407.669.4200 F: 407.425.8377
nelsonmullins.com

Richard N. Milian, Esq.
T: 407.669.4223
Richard.milian@nelsonmullins.com

MEMORANDUM

TO: CFX Board Members

FROM: Richard N. Milian, Esq. Richard Milian (Aug 4, 2026 20:45:16 EDT)
Right-of-Way Counsel
Nelson Mullins Riley & Scarborough, LLP

DATE: August 13, 2026

SUBJECT: Approval for the Proposed Mediated Settlement Agreement between the Central Florida Expressway Authority ("CFX') and Eladio Delannoy and Lorraine Delannoy in the matter of *Central Florida Expressway Authority v. Brian M. Van Cour, et al.,* Case No.: 2026- CA-001595 ED for all claims related to Parcel 53-120 Parts A and B, inclusive of all attorneys' fees and owner's expert costs for Expressway System Project: SR 538 Poinciana Parkway Extension, Segment 538-235A, Parcel 53-120 Parts A-B.

Nelson Mullins Riley & Scarborough, LLP, Right of Way Counsel, seeks Board authorization of Right-of-Way Counsel to settle all claims asserted by Eladio Delannoy and Lorraine Delannoy (**"Owners"**), in *Central Florida Expressway Authority v. Brian M. Van Cour, et al.,* arising from acquisition by the Central Florida Expressway Authority (**"CFX"**) of Parcels 53-120 A and B (the **"Subject Parcels"**), which the Board deemed necessary for completion of the SR 538, Poinciana Parkway Extension Project, Segment 538-235 (the **"SR 538 Extension Project"**).

BACKGROUND AND DESCRIPTION

On August 8, 2024, the CFX Board adopted a resolution authorizing the acquisition of specific properties necessary for the completion of the SR 538 Extension Project, with such resolution including the Subject Parcels.

On December 18, 2025, Glen L. Spivey of The Spivey Group, Inc., prepared an appraisal report, on behalf of CFX, and the total value initially assigned to Parcel 53-120 Parts A-B was $1,162,400, based on a per acre valuation for uplands of $120,000, and a per acre valuation for wetlands of $10,000. The improvements were valued at $752,800 and Mr. Spivey assigned $1,700 for net damages and/or cost to cure. This valuation was based on real estate market conditions existing at the time of Mr. Spivey's appraisal.

On February 18, 2026, Right of Way Counsel delivered an Acquisition Notice and Package (the **"Notice"**) to the Owners notifying them of CFX's need and intent to acquire all or a portion of their property for its completion of the SR 538 Extension Project. The Notice contained CFX's written offer to purchase the real property and affected improvements, which included a ten percent (**"10%"**) settlement enhancement. The compensation offered by CFX was based on Mr. Spivey's valuation of the property and improvements, plus, a 10% enhancement because the homeowners were being displaced and to encourage settlement, and avoid the costs associated with protracted litigation.

The following represents a summary of CFX's offer to the Owners for Parcel 53-120 Parts A-B:

Land:	$407,900.00
Improvements:	$752,800.00
Real Estate Damages:	$1,700.00
Enhancement:	$116,240.00
Total Offer:	**$1,278,640.00**

On May 8, 2025, Jess Collister of Calhoun, Collister & Parham, Inc., prepared an appraisal report, on behalf of the Owners, and the total value initially assigned to Parcel 53-120 Parts A-B was **$1,799,900**, based on a per acre valuation for uplands of $175,000, and a per acre valuation for wetlands of $10,000. In reaching his valuation of the improvements, Mr. Collister took the position that the taking rendered the remainder property unusable and found damages of $1,207,600. This valuation was based on real estate market conditions that, in Mr. Collister's opinion, existed at the time of his appraisal.

Following CFX's delivery of the Notice, CFX and the Owners engaged in pre-suit settlement negotiations. On May 15, 2026, CFX and the Owners attended mediation and agreed to resolve all valuation-related issues, contingent on CFX Board approval. The agreement contemplates payment by CFX of $1,396,842.00 for the taking of Parcels 53-120 A and B, $15,948.00 for expert fees and costs, and statutory attorneys' fees of $39,006.66. (**"the Settlement"**).

Accordingly, under the terms of the Proposed Mediated Settlement Agreement, the total compensation for the acquisition of Parcels 53-120 A and B, shall consist of the previously deposited amount of **$1,278,640.00**, plus a final payment of **$173,156.66** (**the "Settlement"**). The Settlement is inclusive of all compensation/damages, attorney's fees, expert fees and costs. Right-of-Way Counsel therefore recommends a settlement of all claims as shown in the Proposed Mediated Settlement Agreement.

The Proposed Mediated Settlement Agreement is in the best interest of CFX as it avoids protracted litigation and mitigates additional legal fees and expert costs.

Should the Board approve the Proposed Mediated Settlement Agreement, settlement will take the form of a Stipulated Final Judgment in the amount of **$1,451,796.66**, less the previous deposit amount.

On August 3, 2026, the Right-of-Way Committee recommended Board approval of the Proposed Mediated Settlement Agreement, as shown in **Attachment "A".**

REQUESTED ACTION

CFX Board's approval of the Proposed Mediated Settlement Agreement between the Central Florida Expressway Authority and Eladio Delannoy and Lorraine Delannoy in the matter of *Central Florida Expressway Authority v. Brian M. Van Cour, et al.*, Case No.: 2026-CA-001595 ED, for all claims related to Parcels 53-120 A and B, inclusive of all attorneys' fees and owners' expert costs for Expressway System Project: State Road 538, Poinciana Parkway Extension Project, Segment 538-235, Parcels 53-120 A and B and authorization to the Executive Director or their designee to execute all documents necessary to complete the transaction, with the authority to approve any non-substantial changes as approved by legal counsel.

ATTACHMENTS

A. Mediated Settlement Agreement

B. Description and Depiction of the Property

ATTACHMENT "A"

MEDIATED SETTLEMENT AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,

Pre-Suit

vs.

ELADIO DELANNOY and LORRAINE DELANNOY,

_____/

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference conducted in person at Nelson Mullins Riley & Scarborough LLP, 390 North Orange Avenue, Suite 1400, Orlando, Fl 32801 on May 15, 2026, the parties reached the following Mediated Settlement Agreement:

1. CENTRAL FLORIDA EXPRESSWAY AUTHORITY (**"CFX"**) shall pay to ELADIO DELANNOY and LORRAINE DELANNOY (**"DELANNOY"**) the total sum of **$1,396,842.00** in full settlement of all claims for compensation for the taking of Parcel 53-120, and any and all damages relating thereto, subject to claims of apportionment, if any.

2. In addition to the above-referenced settlement amount, CFX shall pay **$39,006.66** in full satisfaction of all attorneys' fees to counsel for DELANNOY pursuant to Florida Statute 73.092(1).

3. CFX shall pay **$15,948.00** in full satisfaction of all attorneys' costs and expert fees and costs pursuant to Florida Statute 73.091.

4. The uneconomic remainder from Parcel 53-120 shall be conveyed to CFX as part of this settlement for no additional cost.

5. DELANNOY shall be entitled to rent-free extended possession until January 31, 2027.

Proposed

6. CFX and DELANNOY shall enter into a Stipulated Order of Taking and Final Judgment which shall set forth the above settlement provisions. Counsel for DELANNOY shall accept service of process on behalf of DELANNOY.

7. DELANNOY understands that this settlement is conditioned upon the recommendation of the CFX Right of Way Committee and approval by the CFX Governing Board, both of which must occur at a public meeting.

8. This agreement dated May 15, 2026, contains all of the agreements of the parties.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Glenn Pressimone
CFX ~~Chief~~ of Infrastructure

Richard Milian, Esquire
Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, Fl 32801
Semonia.Davis@nelsonmullins.com

Approved by the CFX Governing Board on this ____ day of _____, 2026.

By: _____
Buddy Dyer, Chairman

ELADIO DELANNOY and LORRAINE DELANNOY

Eladio Delannoy

for Lorraine Delannoy
Lorraine Delannoy

Luis Vega, Esquire
Luis F. Vega Alicea, P.A.
Po Box 427
Haines City, FL 33845-0427
luis@vegalawgroup.com

Proposed

ATTACHMENT "B"

DESCRIPTION AND DEPICTION OF THE PROPERTY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-120 PARTS A-B
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART A

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 547 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 2647.91 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE, SAID POINT BEING THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG SAID COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 352.33 FEET TO THE SOUTHERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 547 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID COUNTY LINE AND THE WESTERLY LINE OF SAID LANDS NORTH 26°17'27" WEST, A DISTANCE OF 451.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COUNTY LINE AND THE WESTERLY LINE OF SAID LANDS NORTH 26°17'27" WEST, A DISTANCE OF 537.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF NORTH 32°41'13" EAST AND A CHORD DISTANCE OF 67.89 FEET; THENCE FROM A TANGENT BEARING OF NORTH 32°37'02" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'22", A DISTANCE OF 67.89 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°33'26" EAST, A DISTANCE OF 369.18 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE ALONG THE EAST LINE OF SAID LANDS SOUTH 00°28'30" WEST, A DISTANCE OF 500.35 FEET; THENCE ALONG THE EAST LINE OF SAID LANDS SOUTH 04°38'38" EAST, A DISTANCE OF 129.51 FEET; THENCE NORTH 63°18'35" WEST, A DISTANCE OF 194.86 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 3.835 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTIONS
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/08/2024
REVISED PART A	J. J PIERRE	12/01/2023

	BY	DATE
DRAWN	J. J PIERRE	03/15/2023
CHECKED	M. SHATTO	03/23/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 4

SECTION N/A

SHEET 1 OF 4

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-120 PARTS A-B
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART B

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY AND POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 547 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 2647.91 FEET TO A POINT ON THE OSCEOLA/POLK COUNTY LINE, SAID POINT BEING THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG SAID COUNTY LINE NORTH 26°17'27" WEST, A DISTANCE OF 352.33 FEET TO THE SOUTHERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5736, PAGE 547 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID COUNTY LINE AND THE WESTERLY LINE OF SAID LANDS NORTH 26°17'27" WEST, A DISTANCE OF 988.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID COUNTY LINE AND SAID WESTERLY LINE NORTH 26°17'27" WEST, A DISTANCE OF 40.95 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°33'26" WEST, A DISTANCE OF 73.70 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28649.90 FEET, A CHORD BEARING OF NORTH 32°34'07" EAST AND A CHORD DISTANCE OF 23.85 FEET; THENCE FROM A TANGENT BEARING OF NORTH 32°32'41" EAST, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°02'52", A DISTANCE OF 23.85 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°33'26" EAST, A DISTANCE OF 115.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27917.00 FEET, A CHORD BEARING OF SOUTH 32°41'13" WEST AND A CHORD DISTANCE OF 67.89 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 32°45'23" WEST, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'22", A DISTANCE OF 67.89 FEET TO THE POINT OF BEGINNING.

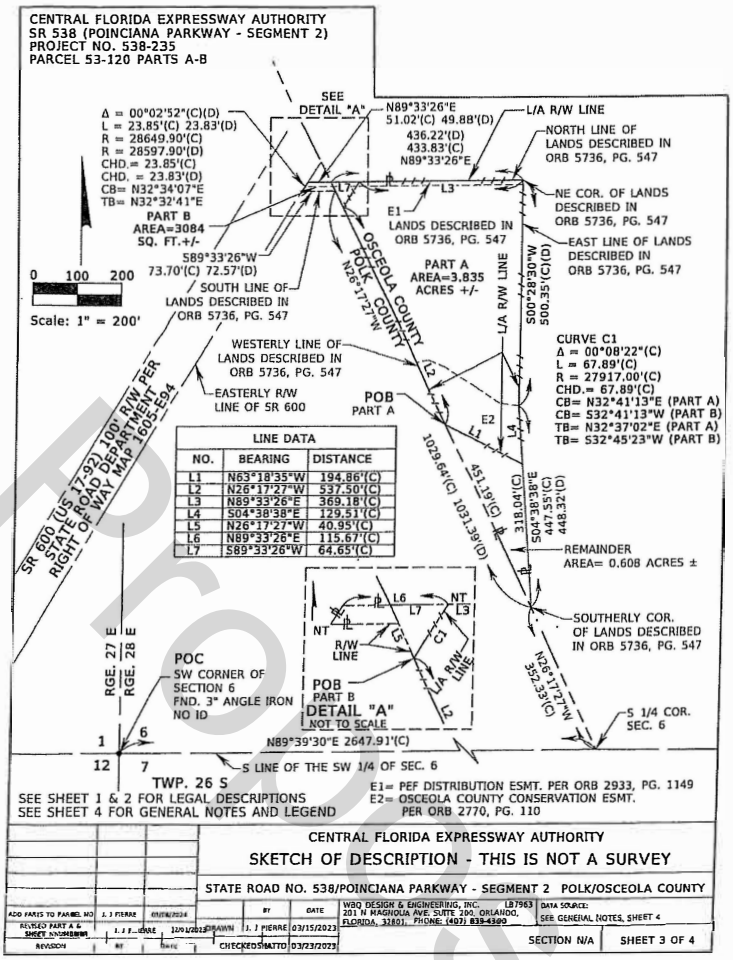
CONTAINING 3084 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 3.906 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTIONS
SEE SHEET 4 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					
ADD PARTS TO PARCEL NO.	J. J PIERRE	05/09/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. 201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300 LB7963	DATA SOURCES SEE GENERAL NOTES, SHEET 4	
REVISED AGGREGATE AREA	J. J PIERRE	12/01/2023	DRAWN	J. J PIERRE	03/15/2023			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/23/2023		SECTION N/A	SHEET 2 OF 4

Proposed


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-120 PARTS A-B
SEE DETAIL "A"
Δ = 00°02'52"(C)(D)
L = 23.85'(C) 23.83'(D)
R = 28649.90'(C)
R = 28597.90'(D)
CHD.= 23.85'(C)
CHD. = 23.83'(D)
CB= N32°34'07"E
TB= N32°32'41"E
PART B
AREA=3084
SQ. FT.+/-
S89°33'26"W
73.70'(C) 72.57'(D)
0 100 200
Scale: 1" = 200'
SOUTH LINE OF LANDS DESCRIBED IN ORB 5736, PG. 547
WESTERLY LINE OF LANDS DESCRIBED IN ORB 5736, PG. 547
EASTERLY R/W LINE OF SR 600
SR 600 (US 17-92) STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1600-E94 100' R/W PER
N89°33'26"E
51.02'(C) 49.88'(D)
436.22'(D)
433.83'(C)
N89°33'26"E
L/A R/W LINE
NORTH LINE OF LANDS DESCRIBED IN ORB 5736, PG. 547
NE COR. OF LANDS DESCRIBED IN ORB 5736, PG. 547
E1
LANDS DESCRIBED IN ORB 5736, PG. 547
EAST LINE OF LANDS DESCRIBED IN ORB 5736, PG. 547
S00°30'40"W
500.35'(C)(D)
OSCEOLA COUNTY
POLK COUNTY
N26°17'27"W
PART A
AREA=3.835
ACRES +/-
POB
PART A
CURVE C1
Δ = 00°08'22"(C)
L = 67.89'(C)
R = 27917.00'(C)
CHD.= 67.89'(C)
CB= N32°41'13"E (PART A)
CB= S32°41'13"W (PART B)
TB= N32°37'02"E (PART A)
TB= S32°45'23"W (PART B)
LINE DATA
NO. | BEARING | DISTANCE
L1 | N63°18'35"W | 194.86'(C)
L2 | N26°17'27"W | 537.50'(C)
L3 | N89°33'26"E | 369.18'(C)
L4 | S04°38'38"E | 129.51'(C)
L5 | N26°17'27"W | 40.95'(C)
L6 | N89°33'26"E | 115.67'(C)
L7 | S89°33'26"W | 64.65'(C)
1029.64'(C) 1031.39'(D)
451.19'(C)
S04°38'38"E
447.55'(C)
448.32'(D)
REMAINDER
AREA= 0.608 ACRES ±
SOUTHERLY COR. OF LANDS DESCRIBED IN ORB 5736, PG. 547
N26°17'27"W
352.33'(C)
S 1/4 COR. SEC. 6
POC
SW CORNER OF SECTION 6
FND. 3" ANGLE IRON
NO ID
RGE. 27 E
RGE. 28 E
DETAIL "A"
NOT TO SCALE
R/W LINE
L/A R/W LINE
N89°39'30"E 2647.91'(C)
S LINE OF THE SW 1/4 OF SEC. 6
TWP. 26 S
SEE SHEET 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND
E1= PEF DISTRIBUTION ESMT. PER ORB 2933, PG. 1149
E2= OSCEOLA COUNTY CONSERVATION ESMT. PER ORB 2770, PG. 110
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY
STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY
ADD PARTS TO PARCEL NO
REVISED PART A & SHEET NUMBERING
REVISION
BY
DATE
J. J PIERRE
01/11/2024
12/01/2023
DRAWN
J. J PIERRE
03/15/2023
CHECKED
MATTO
03/23/2023
WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300
DATA SOURCE:
SEE GENERAL NOTES, SHEET 4
SECTION N/A
SHEET 3 OF 4

Proposed

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-120 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 SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" 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. 30361-120 DATED 10/30/2020 AT 8:00 A.M., AND UPDATED 03/07/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

CHD.	=	CHORD DISTANCE	ID	= IDENTIFICATION	PC	= POINT OF CURVATURE
CB	=	CHORD BEARING	IP	= IRON PIPE	PI	= POINT OF INTERSECTION
℄	=	CENTERLINE	IR	= IRON ROD OR REBAR	POB	= POINT OF BEGINNING
(C)	=	CALCULATED DATA	IRC	= IRON ROD AND CAP	POC	= POINT OF COMMENCEMENT
CCR	=	CERTIFIED CORNER RECORD	L	= LENGTH OF CURVE	P.O.T.	= POINT ON TANGENT
CFX	=	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	LB	= LICENSED BUSINESS	PT	= POINT OF TANGENCY
			L/A	= LIMITED ACCESS	PROJ.	= PROJECT
CO.	=	COUNTY	LARO	= LIMITED ACCESS RIGHTS ONLY	R	= RADIUS
COR.	=	CORNER	MON.	= MONUMENTATION/MONUMENT	RR	= RAILROAD
CM	=	CONCRETE MONUMENT	NO.	= NUMBER	RGE.	= RANGE
CR	=	COUNTY ROAD	N/A	= NOT APPLICABLE	REF.	= REFERENCE
CSX	=	CHESSIE SEABOARD CONSOLIDATED	NL	= NAIL	R/W	= RIGHT OF WAY
D	=	DEGREE	N&D	= NAIL & DISK	SEC.	= SECTION
(D)	=	DEED DATA	NT	= NON-TANGENT	SR	= STATE ROAD
DB	=	DEED BOOK	NTS	= NOT TO SCALE	SQ. FT.	= SQUARE FEET
DR.	=	DRIVE	OR	= OFFICIAL RECORD	T	= TANGENT
ESMT.	=	EASEMENT	ORB	= OFFICIAL RECORD BOOK	TB	= TANGENT BEARING
Δ	=	DELTA (CENTRAL ANGLE)	PEF	= PROGRESS ENERGY FLORIDA	TC	= TANGENT TO CURVE
FND.	=	FOUND	PG.	= PAGE	TWP.	= TOWNSHIP
(F)	=	FIELD DATA	PLS	= PROFESSIONAL LAND SURVEYOR	UE	= UTILITY EASEMENT
F.P.	=	FINANCIAL PROJECT	ℙ	= PROPERTY LINE		
FDOT	=	FLORIDA DEPARTMENT OF TRANSPORTATION	(P)	= PLAT DATA		
			PB	= PLAT BOOK		

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.05.14 13:46:25 -04'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/26/2024.

MARTIN JOSEPH SHATTO License Number 5219 STATE OF FLORIDA Registered Land Surveyor

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTIONS

REVISION	BY	DATE
ADD PARTS TO PARCEL NO	J. J PIERRE	05/08/2024
TITLE UPDATED	PJS	03/26/2024
REVISED GENERAL NOTE 3 & SHEET NUMBER	J. J PIERRE	12/01/2023

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	J. J PIERRE	03/15/2023
CHECKED	M. SHATTO	03/23/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A | SHEET 4 OF 4

Proposed

CONSENT AGENDA ITEM
#22

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: July 16, 2026

SUBJECT: Approval of Roadway Improvement Cost-Share Agreement between the Central Florida Expressway Authority and the City of Orlando for the SR 417 and Lee Vista Boulevard Traffic Signals Project and the East South Street and SR 408 Westbound Off-Ramp Pedestrian Upgrades Project.

The Central Florida Expressway Authority (**"CFX"**) and the City of Orlando (**"City"**) have identified certain transportation improvements intended to improve traffic operations and pedestrian safety at the SR 417 and Lee Vista Boulevard interchange and at the East South Street and SR 408 westbound off-ramp (collectively, the **"Projects"**).

The proposed Roadway Improvement Cost-Share Agreement (the **"Agreement"**) establishes the respective responsibilities of CFX and the City with respect to the design, permitting, construction, funding, ownership, operation, and maintenance of the Projects.

Pursuant to the proposed Agreement, CFX will design and construct the Projects, and the City will reimburse CFX for fifty percent (50%) of the associated design and construction costs. Upon completion of the Projects, the City will own and maintain the roadway improvements and certain interconnect and pedestrian facilities, while CFX will retain ownership and maintenance responsibility for the signalization and lighting improvements constructed as part of the Projects.

The City approved the Agreement on June 8, 2026.

Board approval of the proposed Roadway Improvement Cost-Share Agreement between the Central Florida Expressway Authority and the City of Orlando for the SR 417 and Lee Vista Boulevard Traffic Signals Project and the East South Street and SR 408 Westbound Off-Ramp Pedestrian Upgrades Project, is requested.

DAVID A. SHONTZ
PARTNER
Shutts & Bowen LLP
300 SOUTH ORANGE AVENUE
SUITE 1600
ORLANDO, FL 32801
DIRECT (407) 835-6722
EMAIL DShontz@shutts.com

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq.
Right of Way Counsel
Shutts & Bowen LLP

DATE: July 14, 2026

SUBJECT: Proposed Roadway Improvement Cost-Share Agreement between Central Florida Expressway Authority and City of Orlando for the SR 417 and Lee Vista Blvd. Traffic Signals Project and East South Street and SR 408 WB Off Ramp Pedestrian Upgrades Project

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Shutts & Bowen LLP, Right of Way Counsel, seeks Board approval of a proposed Roadway Improvement Cost-Share Agreement between the Central Florida Expressway Authority ("CFX") and City of Orlando ("City") for the SR 417 and Lee Vista Blvd. Traffic Signals Project and East South Street and SR 408 WB Off Ramp Pedestrian Upgrades Project.

BACKGROUND AND DESCRIPTION

The Central Florida Expressway Authority and the City of Orlando are in the process of making certain roadway improvements including improving traffic, pedestrian safety and operations at (1) the interchange located at SR 417 and Lee Vista Blvd. and, (2) the off-ramp located at East South Street and SR 408 (collectively "Projects"). The Projects improvements include traffic signals at the intersection of SR 417 and Lee Vista Blvd. and Pedestrian improvement upgrades at the off-ramp located at East South Street and SR 408.

The terms and responsibilities of CFX and City of Orlando are established in the proposed Roadway Improvement Cost-Share Agreement for the Projects ("Agreement") attached hereto as **Attachment "A"**. Pursuant to the terms of the Agreement, CFX will permit, design and construct the improvements and the City will share in those costs as set forth in the Agreement.

The City approved the Agreement on June 8, 2026.

REQUESTED ACTION

Board approval of the proposed Roadway Improvement Cost-Share Agreement between CFX and City of Orlando for the SR 417 and Lee Vista Blvd. Traffic Signals Project and East South Street and SR 408 WB Off Ramp Pedestrian Upgrades Project.

ATTACHMENTS

A. Proposed Roadway Improvement Cost-Share Agreement between CFX and City of Orlando for the SR 417 and Lee Vista Blvd. Traffic Signals Project and East South Street and SR 408 WB Off Ramp Pedestrian Upgrades Project.

ATTACHMENT "A"

ROADWAY IMPROVEMENT COST-SHARE AGREEMENT

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

CITY OF ORLANDO, FLORIDA

regarding

SR 417 AND LEE VISTA BOULEVARD TRAFFIC SIGNALS PROJECT

and

EAST SOUTH STREET AND SR 408 WB OFF RAMP PEDESTRIAN UPGRADES PROJECT

THIS ROADWAY IMPROVEMENT COST-SHARE AGREEMENT ("Agreement") is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the State of Florida, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and the **CITY OF ORLANDO,** a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 ("City"), each referred to as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, CFX was created by Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, the City, a municipal corporation existing under and governed by virtue of the laws of the State of Florida is authorized by Chapter 166, Florida Statutes, to exercise broad governmental, corporate, and proprietary powers as necessary for the City to conduct municipal business, including the power to contract with other public agencies for the provision of municipal services; and

WHEREAS, CFX and the City jointly wish to improve traffic and/or pedestrian safety and operations at (1) the interchange located at SR 417 and Lee Vista Blvd., and (2) the off-ramp located at East South Street and SR 408; and

WHEREAS, CFX and the City have agreed that CFX shall permit, design, and construct (1) Traffic signals at the intersection of SR 417 and Lee Vista Blvd. (the "Traffic Signalization Project"), and (2) Pedestrian improvement upgrades at the off-ramp located at East South Street and SR 408 (the "Pedestrian Upgrades Project") (collectively "Projects"); and

NOW THEREFORE, in consideration of the foregoing premises; the mutual obligations and responsibilities set forth herein; and the mutual benefits flowing each to the other, the receipt and sufficiency of which are hereby acknowledged by each Party, CFX and the City agree as follows:

Article 1: Recitals

The above recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.

Article 2: Term

2.1 This Agreement's term shall become effective and commence on the date on which it is fully executed by the authorized representatives of the Parties hereto (the **"Effective Date"**) and shall only expire once all obligations herein have been sufficiently met, unless earlier terminated by the Parties in accordance with the terms and conditions herein.

City Council Meeting: 06/08/2026
Item: 3.k.1 Documentary: 260683k1

Proposed

2.2 The foregoing notwithstanding, it is anticipated by the Parties that all obligations hereunder shall be completed within eighteen (18) months of the Effective Date, which is anticipated to be the period necessary to complete both Projects.

Article 3: Project Coordination

3.1 Project Sites

3.1.1 The Parties anticipate that construction of both Projects can be performed completely within existing City or CFX right-of-way and no additional real property is required.

3.2 Utility As-Builts

3.2.1 City shall provide CFX with any utility "As-Builts" or surveys along both Lee Vista Boulevard and East South Street for the proposed improvements, if such information is in City's possession, upon reasonable request from CFX or the Design Consultant.

3.3 Permits and Fees

3.3.1 City shall issue and grant to CFX any permits and/or authorizations, including without limitation right-of-way utilization permits and temporary construction easements, and a right-of-entry on, over, and upon City owned property that are necessary for CFX, the Design Consultant, and/or its Contractor(s) to complete the design and construction of each Project and all activities incidental and related thereto, on City owned property.

3.3.2 City and CFX agree to waive all permit and/or authorization fees required by their respective jurisdictions as they relate to each Project. In the alternative, either CFX or City may itself pay any permit fees required by their own respective jurisdictions; however, any such payment shall not be contemplated when calculating each Party's cost-sharing obligation under this Agreement.

3.3.3 City shall:

(A) Assist CFX with obtaining any permits and/or authorizations necessary from any other agency with jurisdiction over either or both Projects; and

(B) Be responsible to CFX for payment of fifty percent (50%) of any associated fees incurred by CFX required by such other agency within forty-five (45) days of receipt of an invoice from CFX.

3.4 Defects, Conflicts, or Necessary Changes

3.4.1 If at any time during the term of this Agreement either Party observes, or otherwise becomes aware of, any defects, conflicts, or necessary changes to one or both Projects, such Party shall immediately notify the other Party of such defect(s), conflict(s), and/or necessary change(s).

3.4.2 The Parties 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 any applicable design or construction contract so as to not materially delay the work of either the Design Consultant, Contractor(s), or both.

Proposed

Article 4: Project Design

4.1 Design Consultant

4.1.1 CFX shall select and utilize a professional engineering firm (**"Design Consultant"**) to design each Project in accordance with applicable and agreed upon CFX and City requirements, as further provided in attached **Exhibit A**, which is hereby incorporated into this Agreement.

4.2 City Plan Review

4.2.1 City shall be engaged throughout the design phase for each Project and, at minimum, shall have the right to review and approve the plans for each Project prior to bid.

4.2.2 Any review and approval by City requested by CFX shall not be unreasonably withheld or delayed, and shall occur within ten (10) business days of submittal of the applicable plans to City. CFX may submit the plans of each Project either at the same time, or independently of one another.

4.3 Estimated Design Cost

4.3.1 **Table 1: Estimated Design Costs** below provides the mutually agreed upon per-Project estimated cost of design (**"Estimated Design Cost"**), 10% design contingency (**"Design Contingency"**), and preliminary design cost-share amount for each Party (**"Preliminary Design Cost-Share"**):

Table 1: Estimated Design Costs

Project	Est. Design Cost	Design Contingency *(10% of Est. Design Cost)*	Preliminary Design Cost-Share *(See: Subsection 4.5.1)*
Traffic Signalization Project	$359,739.84	$35,973.98	$197,856.91
Pedestrian Upgrades Project	$53,285.35	$5,328.54	$29,306.94

4.4 Design Contingency

4.4.1 The Design Contingency may only be used for mutually approved increases in the Design Cost of the Project in question. Prior to using any of a Project's Design Contingency, CFX will notify City for its review and approval, which shall not to be unreasonably delayed or withheld.

4.5 Payment of Design Cost-Share by City

4.5.1 No later than forty-five (45) calendar days of the Effective Date of this Agreement, City agrees to pay the **"Preliminary Design Cost-Share"** amount for each Project to CFX. Such amount shall be calculated as fifty percent (50%) of the sum of:

(A) The Estimated Design Cost for each such Project; and

(B) An agreed upon Design Contingency of 10% of such Estimated Design Cost.

4.5.2 Upon completion of the design of each Project, CFX shall provide each Project's final design to City together with a statement setting forth each such Project's total and actual design costs (**"Actual Design Costs"**). CFX may submit the statements for each Project either at the same time or independently of one another.

Proposed

4.5.3 **Reconciliation of Excess Costs**

(A) If City approves the final design of a Project and fifty percent (50%) of such Project's Actual Design Costs exceeds the Preliminary Design Cost-Share already paid by City per **Subsection 4.5.1** above for such Project, then CFX will invoice City for the difference between:

(1) 50% of the Actual Design Cost incurred by CFX for such Project; and

(2) The Preliminary Design Cost-Share for such Project already paid by City in accordance with **Subsection 4.5.1** above.

(B) City shall pay such amount to CFX within forty-five (45) calendar days of its receipt of the invoice(s); provided, however, any such additional requested payment that exceeds one-hundred-and-ten percent (110%) of the Preliminary Design Cost-Share amount for the subject Project may require additional approval by the City Council, and therefore will be reimbursed to CFX within ninety (90) calendar days of City's receipt of such Project-applicable invoice. If the City Council does not approve the additional requested payment, CFX has the right to terminate this Agreement either partially as to the impacted Project or in its entirety.

4.5.4 **Reconciliation of Excess Payments**

(A) In the event that City approves the final design of any Project and fifty percent (50%) of the Actual Design Costs for a Project is less than the Preliminary Design Cost-Share amount already paid by City per **Subsection 4.5.1** above, CFX shall notify the City as to the difference between:

(1) The Preliminary Design Cost-Share for such Project already paid by City in accordance with **Subsection 4.5.1** above; and

(2) 50% of the Actual Design Cost for such Project, and the City shall invoice CFX for same.

(B) CFX shall pay such amount to City within forty-five (45) calendar days of its receipt of the invoice(s).

Article 5: Project Construction

5.1 **Contracting Requirements**

5.1.1 CFX will procure each Project's construction contractor (**"Contractor(s)"**) in accordance with CFX's procurement process. CFX hereby reserves the right to bid and/or award the Projects together or separately to the same or different Contractor(s).

5.1.2 CFX shall incorporate its standard insurance and Public Construction Bond requirements in any applicable construction contract documents. Each Project's Public Construction Bond shall remain in full force and effect until one (1) year after substantial completion of the applicable Project.

5.1.3 The general liability insurance policy provided by the Contractor(s) shall name both City and CFX as additional insureds.

5.1.4 CFX shall, utilizing its normal practices and procedures, hire an appropriate consultant to handle Construction Engineering Inspection ("CEI") duties with regards to the construction of the Projects.

Proposed

5.1.5 For the duration of the construction, CFX shall engage the Design Consultant to perform post design services for the Projects. The post design services shall include but not be limited to, general support, attendance at meetings, including the Pre-Bid Conference, preparation of Addenda, as needed field visits, preparation of plans revisions, review of shop drawing, responding to requests for information, providing geotechnical engineer and utility consulting services, if necessary.

5.2 **Construction Costs**

5.2.1 **Table 2: Construction Estimates** below provides the mutually agreed upon per-Project preliminary construction estimate (**"Construction Estimate"**):

Table 2: Construction Estimates

Project	Est. Construction Cost[1]	Construction Contingency/ Work Order Allowance *(10% of Est. Construction Cost)*	Est. CEI Cost *(12% of Est. Construction Cost)*	Preliminary Construction Cost-Share
Traffic Signalization Project + Pedestrian Upgrades Project	$2,613,678.95	$261,367.90	$313,641.47	$1,594,344.16

5.2.2 Prior to authorizing the commencement of construction of either Project, CFX shall provide City with the low bid received for such Project (the **"Preliminary Construction Cost"**).

5.2.3 If the Preliminary Construction Cost for a Project is less than or equal to the Construction Estimate provided in **Table 2** above, City agrees to – subject to completion of the procurement process, change orders, and claims as discussed below – be obligated and responsible for paying the **"Preliminary Construction Cost-Share"** for such Project, which shall be calculated as fifty percent (50%) of the sum of:

(A) The Preliminary Construction Cost of such Project; and

(B) An agreed upon Construction Contingency/Work Order Allowance of ten percent (10%) of such Preliminary Construction Cost;

(C) An agreed upon construction, engineering, and inspection cost (**"CEI Cost"**) of twelve percent (12%) of the Preliminary Construction Cost plus the 10% Construction Contingency/Work Order Allowance.

5.2.4 If the Preliminary Construction Cost for a Project is greater by ten percent (10%) or more than the Construction Estimate provided in **Table 2** above, City may, within ten (10) business days of its receipt of such bid information from CFX, accept or reject the Preliminary Construction Cost for such Project.

(A) If City approves the Preliminary Construction Costs for one or both Project(s), then City shall – subject to completion of the procurement process, change orders, and claims as discussed below – be obligated and responsible for paying the Preliminary Construction Cost-Share for such approved Project in an amount calculated as provided in **Subsection 5.2.3** above.

[1] The Estimated Construction Cost includes post design services as set forth in section 5.1.5

Proposed

(B) If City rejects the Preliminary Construction Cost for one Project, then City shall reimburse CFX's portion of the Actual Design Costs, as provided for in **Subsection 4.5.2** above for such Project, and the Agreement may be partially terminated as to the impacted Project by either Party upon thirty (30) days formal written notice to the other Party. If the City fails to timely provide a termination notice to CFX, it waives its right to reject the Preliminary Construction Cost for the Project and shall be obligated to pay CFX payment for one-half (1/2) or fifty-percent (50%) of the Final Construction Costs incurred by CFX for each Project as discussed in Section 5.3 below.

(C) If City rejects the Preliminary Construction Costs for both Projects, then City shall reimburse CFX's portion of the Actual Design Costs, as provided for in **Subsection 4.5.2** above, for both Projects, and the Agreement may be wholly terminated by either Party upon thirty (30) days formal written notice to the other Party.

5.2.5 Nothing in this Section 5.2 shall be construed as alleviating the City of its obligation to provide CFX payment for one-half (1/2), or fifty-percent (50%), of the Final Construction Costs for each Project as discussed in Section 5.3 below for any Project which has not been timely terminated.

5.3 **Payment of Cost-Share for Final Construction Costs by City**

5.3.1 Upon completion of each Project, CFX shall provide to City a statement setting forth the actual total permitting and construction costs (**"Final Construction Costs"**), including all change orders, for each Project. CFX may submit the statements for each Project either at the same time or independently of one another.

5.3.2 City shall pay fifty percent (50%) of the Final Construction Costs incurred by CFX for each Project to CFX within forty-five (45) days of its receipt of each Project-associated statement; provided, however, should such payment for a Project exceed one-hundred-and-ten percent (110%) of the sum of:

(A) Such Project's Preliminary Cost-Share Amount provided in **Subsection 5.2.3** above;

(B) Any increases to the Construction Contingency/Work Order Allowance previously approved by City in accordance with **Subsection 5.4.3(C)** below for such Project; and

(C) Any increase in the CEI Cost associated with such City-approved Construction Contingency increase related to such Project,

then payment by City related to such Project may require additional approval by the City Council and will therefore be reimbursed to CFX within ninety (90) calendar days of City's receipt such Project-applicable invoice.

5.3.3 **Claims/Disputes**

(A) City shall additionally pay fifty percent (50%) of any and all Contractor or subcontractor claims or disputes resulting from activities or representations of the City, provided that:

(1) Such claims are payable pursuant to dispute resolution board, arbitration, or court order; and

(2) City was first afforded the reasonable opportunity to participate in any arbitration, dispute, and/or settlement process, with counsel of its choice.

(B) Any such payment(s) shall be made within ninety (90) calendar days of CFX's written request. This provision shall survive the expiration or termination of this Agreement.

Proposed

5.4 **Construction Coordination; Change Orders**

5.4.1 **Inspection by City.** City may inspect either or both Projects during the course of construction. Any deficiencies in either or both Projects observed by City shall be promptly reported to CFX's construction representative. All such identified deficiencies in the construction of either or both Projects shall be corrected or otherwise resolved by the Project-applicable Contractor(s) as City and CFX agree.

5.4.2 **Change Orders**

(A) **City Initiated Change Orders**

(1) If City determines that a change is necessary to any construction contract in order to complete either or both of the Projects, then City shall provide such proposed change to CFX for review and approval, which approval shall not be unreasonably withheld or denied.

(2) Upon CFX's approval of such change, CFX shall inform City of the cost for the change order, which City shall review and approve or reject within ten (10) business days. Any such approval by City not to be unreasonably withheld or denied. Upon City's approval of the cost, CFX shall process a change order with the Project-applicable Contractor.

(B) **CFX Initiated Change Orders**

(1) If CFX determines that a change is necessary to a construction contract in order to complete either or both of the Projects, then CFX shall provide a copy of any such proposed change order including, if available at the time, the cost associated with such proposed change order, to City for its review and approval – which shall not be unreasonably withheld or delayed. City shall notify CFX within ten (10) business days of its receipt of any such proposed change order of City's approval or rejection.

(2) Upon City's approval of a proposed change order that was inclusive of its associated costs, CFX shall process the change order with the Project-applicable Contractor; however, if City approves a proposed change order for which the associated cost was not included by CFX, then such approval by City will be "preliminary" and shall become effective only upon City's review and approval – which shall not be unreasonably withheld or delayed – of the associated cost for such proposed change order as later provided by CFX. City shall notify CFX within ten (10) business days of its receipt of the associated costs of a proposed change order of City's approval or rejection. Upon City's approval of both a proposed change order and its associated cost, CFX shall process the change order with the Project-applicable Contractor.

5.4.3 **Construction Contingency/Work Order Allowance**

(A) Each Project's Construction Contingency/Work Order Allowance may be used only for mutually agreed-upon increases in the cost of construction of the applicable Project, including any change orders, as set out in **Subsection 5.4.2** above.

(B) Prior to using any Construction Contingency/Work Order Allowance, CFX will notify City for review and approval, which shall not be unreasonably withheld or delayed.

(C) If the agreed-upon Construction Contingency/Work Order Allowance amount for a Project is insufficient to cover the cost of a mutually agreed-upon increase in the cost of construction for such Project, then City may obtain the necessary approvals to increase that Project's Construction Contingency/Work Order Allowance to cover the increased cost. If City does not obtain the necessary approvals, then CFX is under no

PROPOSED

obligation to accept the change order, perform additional work, or incur additional costs.

5.4.4 **In Event of Impasse**

(A) If the Parties reach an impasse over any change order or other decision requiring mutual agreement by the Parties herein, the objection shall be heard by a committee composed of a CFX representative, a City representative, and a third member selected by the other two (**"Impasse Resolution Committee"**).

(B) The Impasse Resolution Committee shall:

(1) Make the final determination as to whether the change order shall be implemented; and

(2) Make a good faith effort to resolve any such issues as expeditiously as possible, with such issues being resolved within three (3) business days from the time they first consider it, unless a majority of the Committee (2/3) agrees otherwise.

5.4.5 **Final Inspection**

(A) Upon completion of each Project, City and CFX shall jointly conduct a final inspection. Any deficiencies in work shall be set forth on a "punch list."

(B) Upon completion or correction of all outstanding issues listed on the punch list to City's satisfaction for a Project, City shall promptly notify CFX of its acceptance of such Project. Such notice of acceptance by City may be provided to CFX either:

(1) In writing; or

(2) Verbally, so long as such verbal notice of acceptance is memorialized in the minutes of the meeting at which it was provided by City.

(C) Any costs incurred by the Parties under the terms of this **Subsection 5.4.5** are not contemplated in the cost-share arrangement between the Parties and shall instead be mutually negotiated among the Parties separately.

Article 6: Transfer of Traffic Signalization Project Improvement Ownership and Project Responsibilities and Transfer of Pedestrian Upgrades Project Improvement Ownership and Project Responsibilities

6.1 Upon Final Completion of the Traffic Signalization Project and review and approval by the City Engineer or his/her designee of such project, City shall accept ownership and maintenance responsibilities for the roadway infrastructure and Interconnect Facilities including:

(i) Changes made to the roadway infrastructure as part of this project, including roadway pavement, median, signing and pavement marking, and ADA pedestrian ramps. (Sheets T-38 – T-41[2]).

(ii) Interconnect facilities:

1. Interconnect line (fiber and conduit) and interconnect pull boxes along Lee Vista Blvd. from the intersection with Econlockhatchee Trail to the eastern interconnect terminus at the intersection with the Northbound SR 417 ramps. (Sheets T-24 – T-28 of the Lee Vista Plans). In addition to the above-mentioned

[2] CFX Contract Plans/Signalization Plans Bid Submittal dated March 2026 for the SR 417 and Lee Vista Blvd. Interchange Signalization, CFX Project No. 417-186 ("Lee Vista Plans")

Proposed

interconnect line and devices to be installed, the City will be provided with 2,000 LF of 72-SM fiber upon completion, to be utilized to connect the Northbound SR 417 ramps to Wooden Pine Dr in a separate project to be completed by the Wooden Pine Developer;

2. All cabinet equipment installed as part of this project at the Lee Vista Blvd intersection with Econlockhatchee Trail (Sheet T-24 of the Lee Vista Plans);

3. All new fiber, etc., installed at the existing splice box at the Lee Vista Blvd intersection with Econlockhatchee Trail (Sheet T-24 of the Lee Vista Plans);

4. Splice boxes at the SR 417/ Lee Vista signalized intersections (Sheets T-27 – T-28 of the Lee Vista Plans);

5. Equipment installed in the cabinets at the SR 417/ Lee Vista signalized intersections specifically related to interconnect (Sheets T-27 – T-28 of the Lee Vista Plans). With proper coordination between the Parties, CFX will provide the City access to the cabinets, if necessary.

(hereinafter "roadway improvements")

To document such ownership by City, CFX shall execute a Bill of Sale of all such improvements to City. The City shall accept operation responsibilities for the signal timings of the Traffic Signalization Project, the City shall provide a signed and sealed copy of project plans, which will include the new signal timing plans to CFX for the City to place in the cabinets.

6.2 CFX shall own and maintain the improvements constructed, upgraded, or otherwise completed for the Traffic Signalization Project including:

(i) All signal equipment at the SR 417/ Lee Vista Blvd signalized intersections, including mast arms/ poles (and all devices attached to them), and signal cabinets (and its contents, excluding any interconnect equipment) (Sheets T-16 – T-17 of the Lee Vista Plans);

(ii) Signalization Conduit and wiring for the SR 417/ Lee Vista Blvd signalized intersections (Sheets T-16 – T-17 of the Lee Vista Plans);

(iii) Signalization Pull boxes for the SR 417/ Lee Vista Blvd signalized intersections (Sheets T-16 – T-17 of the Lee Vista Plans);

(iv) All lighting equipment at the SR 417/ Lee Vista Blvd signalized intersections, including poles (and all devices attached to them) (Sheets L-9 & L-10 of the Lee Vista Plans);

(v) Lighting Conduit and wiring for the SR 417/ Lee Vista Blvd signalized intersections (Sheets L-9 & L-10 of the Lee Vista Plans);

(vi) Lighting Pull boxes for the SR 417/ Lee Vista Blvd signalized intersections (Sheets L-9 & L-10 of the Lee Vista Plans);

6.3 City shall be solely responsible for the maintenance, ongoing operation, and repair of such roadway improvements; the foregoing notwithstanding, CFX shall assist City in the enforcement of the Public Construction Bond related to such Traffic Signalization Project during the effective period of any such bond.

Proposed

6.4 CFX shall own and maintain the improvements constructed, upgraded, or otherwise completed for the Pedestrian Upgrades Project, including:

(i) All pedestrian signal equipment constructed as part of this project, in addition to the existing signal equipment to remain that is already owned and maintained by CFX, including pull boxes, conduit and wiring, and blank out sign (Sheet T-5[3]);

(ii) New Route Marker signs to be installed along South Street (Sheet T-7 – T-9 of the South St. Plans).

6.5 The City shall accept operation responsibilities for the signal timings of Pedestrian Upgrades Project including:

(i) Signal timings post construction. If the City changes the signal timings, they shall provide a signed and sealed copy of the new signal timing plans to CFX for us to place in the cabinets.

6.6 The City will own and maintain the infrastructure for the Pedestrian Upgrades Project including:

(i) CCTV (existing, not modified in project);

(ii) Interconnect conduit and fiber (existing, not modified in project);

(iii) Detectable warnings to be installed at the curb ramps (T-5 of the South St. Plans).

6.7 The City shall provide CFX will full rights for maintenance of traffic ("MOT") during construction of the Projects on affected City roads.

Article 7: Notices

7.1 Any notice required or allowed may be delivered via electronic mail and shall be acknowledged by the recipient upon receipt. The electronic mail shall be addressed to the Party at the email 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.

7.1.1 **CFX:** Director of Engineering or their designee
Email: David.Falk@CFXway.com

7.1.2 **CITY:** Transportation Engineering Division Manager
Email: Cade.Braud@orlando.gov

With a copy to: City Engineer
Email: nat.prap@orlando.gov

7.2 Any formal notice required to be delivered hereunder shall be in writing and be deemed to be delivered when: hand delivered to the official hereinafter designated; 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.

[3] CFX Contract Plans/Signalization Plans Bid Submittal dated March 2026 for SR 408 WB Off Ramp and South Street, State Road No. 408, CFX Project No. 417-186 ("South St. Plans")

Proposed

7.2.1 **CFX:** Central Florida Expressway Authority
Attention: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

7.2.2 **Copy to**: Central Florida Expressway Authority
Attention: Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807

7.2.3 **Copy to**: Central Florida Expressway Authority
Attention: General Counsel
4974 ORL Tower Road
Orlando, Florida 32807

7.2.4 **CITY:** City of Orlando
Attention: Director of Public Works
400 South Orange Avenue
Orlando, Florida 32801

7.2.5 **Copy to:** City of Orlando
Attention: Chief Administrative Office
400 South Orange Avenue
Orlando, Florida 32801

7.2.6 **Copy to:** City of Orlando
Attention: Manager, Transportation Engineering Division
400 South Orange Avenue
Orlando, Florida 32801

7.2.7 **Copy to**: City of Orlando
Attention: City Attorney's Office
400 South Orange Avenue
Orlando, Florida 32801

Proposed

Article 8: General Provisions (Alphabetical)

8.1 **Assignments and Successors.** The Parties deem the Services to be rendered pursuant to this Agreement to be personal in nature. 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. Neither Party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the Party with the right to consent.

8.2 **Binding Effect; Conflicts.** This Agreement 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 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.

8.3 **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 Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement 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 Agreement, which are not specifically set forth in this Agreement.

8.4 **Counterparts and Electronic Transmission of Signatures.** This Agreement 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 Agreement 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.

8.5 **Defaults.** Each of the Parties hereto shall give the other Party written notice of any alleged default hereunder and shall allow the defaulting Party thirty (30) days from the date of receipt to cure such default; or, if the default is of such a nature that it is not reasonably susceptible of a cure within thirty (30) days, then to commence and continuously pursue a cure until the default is fully remedied. If the defaulting Party has failed to cure the default or commence a cure within the time required, or to continue pursuit of a cure when required, then the non-breaching Party may exercise one or more of the following options as it may in its discretion determine appropriate: (i) Terminate this Agreement in whole or in part by giving written notice to the breaching party; (ii) Pursue a claim for damages suffered by the non-breaching party; (iii) Pursue any other remedies available at law or in equity; or (iv) Perform some or all of the remaining Work, either through its own forces or through contractors or through a combination of the two, for the reasonable cost of which the breaching party shall reimburse the non-breaching party within ten (10) business days of the receipt of a request therefor.

8.6 **Electronic Signatures.** 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.

8.7 **Force Majeure.** The Parties hereto shall use reasonable diligence to satisfy their obligations, as described herein, but shall not be liable to the other Party, its contractors, subcontractors, successors, or assigns, for damages, costs, attorney's fees, for any breach of contract, or otherwise for failure, suspension, diminution, or delay for any cause beyond the control and without the fault of the Party. Such causes may include, but shall not be limited to, acts of God, or the public enemy, fires, floods, hurricanes, restrictions, or a breakdown of facilities.

8.8 **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.

8.9 **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.

8.10 **Indemnification.**

(A) Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, CITY shall indemnify and hold harmless CFX and all of its officers, agents and employees, from any and all third-party causes of action and claims for losses, damages, costs, claims, demands, suits, judgments, fines and penalties of any kind or nature, and reasonable attorneys' fees (including appellate and regulatory attorney's fees), to the extent arising out of any act, error, omission, negligence or willful misconduct by or through CITY or its employees, agents, contractors, or subcontractors made in connection with its obligations arising out of this Agreement, or any part thereof, or CITY's operation or maintenance of the Projects (as used in this subsection a.,

For Board Approval

a “Claim” and collectively “Claims”); provided, however, that CITY will not be liable under this subsection a. for any Claim to the extent arising out of any act, error, omission, negligence or willful misconduct by or through others, including, without limitation, CFX, Contractor or any of CFX’s or Contractor’s officers, agents, employees, or contractors. Nothing herein is intended as a waiver of the CITY’s sovereign immunity under Section 768.28, Florida Statutes.

(B) Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, CFX shall indemnify and hold harmless the CITY and all of its employees, officers, agents and appointed or elected officials from any and all third-party causes of action and claims for losses, damages, costs, claims, demands, suits, judgments, fines and penalties of any kind or nature, and reasonable attorneys’ fees (including appellate and regulatory attorney’s fees), to the extent arising out of any act, error, omission, negligence or willful misconduct by or through CFX, Contractor or its respective officers, employees, agents, contractors, or subcontractors made in connection with CFX’s obligations arising out of this Agreement, or any part thereof (as used in this subsection b., a “Claim” and collectively “Claims”); provided, however, that CFX will not be liable under this subsection b. for any Claim to the extent arising out of any act, error, omission, negligence or willful misconduct by or through others, including, without limitation, the CITY or any of the CITY’s officers, agents, employees, or contractors. Nothing herein is intended as a waiver of CFX’s sovereign immunity under Section 768.28, Florida Statutes.

(C) Survival: This Section 8.10 shall remain in full force and effect in accordance with its terms and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its representations, warranties or covenants hereunder or by the expiration, termination, or rescission of this Agreement by any Party.

8.11 **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 or the performance of the associated Services hereunder, which may be brought by either of the Parties.

8.12 **Modification.** Unless otherwise expressly provided for herein, no modification of this Agreement shall be binding upon either Party unless it is reduced to writing and is signed by a duly authorized representative of each Party.

8.13 **No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City and CFX, its contractors, subcontractors o0r assigns.

8.14 **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.

8.15 **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.

8.16 **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 and to bind their respective Party to all of the terms and conditions set forth herein.

Proposed

8.17 **Sovereign Immunity**. Nothing herein is intended as a waiver of any Party'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.

8.18 **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.

8.19 **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 any third party that is not a Party hereto.

8.20 **Time is of the Essence** of this Agreement, and of each and every provision hereof.

8.21 **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 Agreement 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.

8.22 **Waiver.** No delay or failure on the part of either Party to exercise any right or remedy accruing to such Party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such Party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Article 9: Entire Agreement

9.1 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. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

Proposed

IN WITNESS WHEREOF, effective as of the later execution date below, the Parties have made and executed this Agreement.

ATTEST:

By: _____
Stephanie Herdocia, City Clerk

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

CITY OF ORLANDO

By: _____
Mayor / ~~Mayor Pro Tem~~

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ___ day of _____, 2026, by _____ and _____, as the Mayor / ~~Mayor Pro Tem~~ and City Clerk of the City of Orlando, Florida, and who have acknowledged that they executed the same on behalf of the City of Orlando, Florida and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

WITNESS MY hand and official seal this ___ day of _____, 2026.

JON BROWN
MY COMMISSION # HH 789883
EXPIRES: April 12, 2030

_____
Name
Notary Public
Serial Number: _____
My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.
_____, 2026

By: _____

Name: _____
Assistant City Attorney

Proposed

City Council Meeting: _____
Item: _____ Documentary: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida.

By: _____
Buddy Dyer, CFX Board Chairman

ATTEST:

_____
Regla ("Mimi") Lamaute
Manager of Board and Executive Services

Date: _____, 2026

Approved as to form and legality for the exclusive use and reliance for CFX

By: _____
David A., Shontz, Esq., Right-of-Way Counsel

Proposed

City Council Meeting: 06/08/2026
Item: 3.k.1 Documentary: 260608 3k1

EXHIBT A:
MUTUALLY AGREED UPON REQUIREMENTS

1. **The conversion of the two intersections at the interchange of SR 417 and Lee Vista Blvd from unsignalized to signalized** will include the following items in our 417-186 Design Scope:

   a. Review existing conditions.

   b. Provide microwave detection per City of Orlando guidelines.

   c. Provide CCTV at each intersection.

   d. Provide interconnect fiber connection between the proposed signals at the interchange and the S. Econlockhatchee Trail intersection with Lee Vista Blvd;

   e. Provide instruction in the Construction Contract Documents that the Contractor shall provide the City with 2,000 LF of 72-SM fiber upon completion, to be utilized to connect the Northbound SR 417 ramps to Wooden Pine Dr in a separate project to be installed by the Wooden Pine Developer. The City will store the fiber at one of their maintenance facilities.

   f. Design will follow City of Orlando Signal Criteria.

   g. Milling and resurfacing along Lee Vista Blvd within the project limits. The M&R will only include the area necessary to convert the unsignalized intersection to a signalized intersection.

   h. Proposed mast arms will accommodate future inside widening along Lee Vista Blvd.

   i. Raised Concrete Median islands to be added to both intersections along Lee Vista Blvd.

   j. Curb ramps will be evaluated for ADA compliance. Curb ramps determined to be out of ADA compliance will be made compliant in these plans.

   k. Analysis for and design of pedestrian/ intersection lighting.

   l. The design will not include any roadway improvements or geometry changes.

2. **Pedestrian upgrades at the signalized intersection of E. South Street and SR 408 WB Off Ramp** will include the following items in our 417-186 Design Scope:

   a. Review existing conditions.

   b. Replace one (1) Detectable Warnings pad.

   c. Add flexible retroreflective backplates (FRB) to all existing signal heads.

   d. Provide the following improvements to the two existing pedestrian crossings:

      1. EB/WB crossing – Add pedestrian features to the pedestrian movement.

      2. NB/SB crossing – Provide two (2) Pedestrian detector posts.

   e. Update pedestrian clearance timings.

   f. Design will follow City of Orlando Signal Criteria.

   g. The design will not include any roadway improvements or geometry changes.

   h. The design will not include any pedestrian/ intersection lighting.

   i. The plans will include the addition of trailblazers along South Street, as appropriate.

ORLDOCS 23818914 2

Proposed

CONSENT AGENDA ITEM
#23

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: August 4, 2026

SUBJECT: Approval of Utility Relocation Agreement with the City of Orlando for the Relocation of the Narcoossee Road 16-Inch Non-Potable Reclaimed Water Main as Part of the SR 534 Project.

In connection with the SR 534 Project, the Central Florida Expressway Authority (**"CFX"**) has determined that relocation of the City of Orlando's (**"City"**) existing 16-inch non-potable reclaimed water main located within the existing Narcoossee Road right-of-way is necessary.

This Utility Relocation Agreement establishes the respective responsibilities of CFX and the City with respect to the design, permitting, construction, funding, ownership, and maintenance of the utility relocation. Pursuant to the Agreement, the City will obtain the design and related professional services necessary for the relocation, and CFX will reimburse the City for the associated costs in an amount not to exceed $123,887. CFX will construct the utility relocation at its expense, and the City will retain ownership of and maintenance responsibility for the relocated reclaimed water main upon completion.

The City is scheduled to approve this Agreement on August 10, 2026.

Board approval of the proposed Utility Relocation Agreement between CFX and the City for the relocation of the Narcoossee Road 16-inch non-potable reclaimed water main as part of the SR 534 Project 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 *Marcos Marchena*
Marchena and Graham, P.A.

DATE: August 8, 2026

SUBJECT: Proposed Utility Relocation Agreement between the Central Florida Expressway Authority and the City of Orlando Regarding Relocation of 16-Inch Non-Potable Reclaimed Water Main for SR 534 Project on Narcoossee Road.

Marchena and Graham, P.A., Right of Way Counsel, seeks approval by the CFX Board of a proposed Utility Relocation Agreement between the Central Florida Expressway Authority (**"CFX"**) and the City of Orlando ("**Orlando**") for relocation of 16-inch non-potable reclaimed water main related to SR 534 project on Narcoossee Road (**"SR 534 Project"**), in Orange County, Florida.

BACKGROUND AND DESCRIPTION

To facilitate the SR 534 Project, CFX requires the relocation of 16-Inch non-potable reclaimed water main related to SR 534 on Narcoossee Road within the existing utility easement (the **"Utility Relocation"**). The non-potable reclaimed water main is owned and operated by Orlando.

CFX staff and legal counsel have negotiated a Utility Relocation Agreement which sets out the terms and responsibilities for CFX and Orlando to carry out the Utility Relocation in the SR 534 Project along Narcoossee Road. (the "**Agreement**"). The Agreement is attached hereto as **Attachment "A"**.

Pursuant to the terms of the Agreement, CFX will reimburse Orlando for the services of Carollo Engineers, Inc. to design the project, provide project management, permitting and construction administration for the Utility Relocation. CFX will procure the contractor to perform the relocation work and pay for the Utility Relocation utilizing CFX's standard procurement and selection process.

The not-to-exceed reimbursement by CFX to Orlando for the services by Carollo Engineers, Inc. is $123,887.00.

REQUESTED ACTION

Board approval of the proposed Utility Relocation Agreement between the Central Florida Expressway Authority and the City of Orlando Regarding Relocation of 16-Inch Non-Potable Reclaimed Water Main for SR 534 Project on Narcoossee Road is requested.

ATTACHMENTS

A. Proposed Utility Relocation Agreement between the Central Florida Expressway Authority and the City of Orlando Regarding Relocation of 16-Inch Non-Potable Reclaimed Water Main for SR 534 Project on Narcoossee Road.

Attachment A

UTILITY RELOCATION AGREEMENT
SR 534 – Narcoossee Road
16-Inch Non-Potable Reclaimed Water Main

This UTILITY RELOCATION AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2026, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 S. Orange Avenue, Orlando, Florida 32801 ("City").

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 public agencies; and

WHEREAS, the City, a municipal corporation existing under and governed by virtue of the laws of the State of Florida is authorized by Chapter 166, Florida Statutes, to exercise broad governmental, corporate, and proprietary powers as necessary for the City to conduct municipal business, including the power to contract with other public agencies for the provision of municipal services; and

WHEREAS, CFX is undertaking improvements to advance the development of the 14-mile toll road that will provide congestion relief and enhance east-west travel options in Southeast Orange and Northeast Osceola counties associated with the State Road 534 Project, and the particular portion of the Project to which this Agreement relates is located in the vicinity of the to be built State Road 534 and Narcoossee Road within Orange County, Florida ("Project"); and

WHEREAS, in connection with the Project, CFX has determined that relocation of the City's existing 16" non-potable reclaimed water main located within the existing Narcoossee Road public right-of-way is necessary; and

WHEREAS, the City owns and operates the reclaimed water facilities that must be relocated to accommodate the Project; and

WHEREAS, the City desires to retain the services of Carollo Engineers, Inc. ("Carollo") to provide professional engineering and related services for the design of the utility relocation work, including project design, project management, permitting, and construction administration services; and

WHEREAS, the services to be performed by Carollo are as set forth in the Scope of Services document attached hereto and incorporated herein as Exhibit "A"; and

Proposed

WHEREAS, CFX has agreed to reimburse the City for the fees and costs incurred by the City to engage Carollo for the above-referenced services in an amount not to exceed One Hundred Twenty-Three Thousand Eight Hundred Eighty-Seven Dollars and No/100 ($123,887.00), subject to the terms and conditions of this Agreement; and

WHEREAS, the actual construction work necessary to relocate the reclaimed water main will be performed by a contractor selected by CFX pursuant to CFX's standard procurement and contractor selection procedures.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and the mutual benefits flowing each to the other, the receipt and sufficiency of which are hereby acknowledged by each party, the CFX and the City agree as follows:

1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference and made part of this Agreement.

2. GRANT OF AUTHORITY.

Subject to the terms of this Agreement, the City authorizes CFX to take all steps deemed necessary by CFX to relocate the reclaimed water main within the Narcoossee right of way pursuant to the design provided by Carollo.

3. CITY RESPONSIBILITIES

3.1 Retention of Engineer

The City shall retain Carollo Engineers, Inc. to perform professional services related to the utility relocation, including project design, project management, permitting, and construction administration services in accordance with the Scope of Services attached hereto as Exhibit "A."

3.2 Coordination

The City shall coordinate with CFX and Carollo as reasonably necessary to facilitate timely completion of the utility relocation design and related services in accordance with the Scope of Services attached hereto as Exhibit "A".

3.3 Invoices Procedure

a. The City shall submit invoices to CFX for reimbursement of Carollo's services at no greater than monthly intervals. Each invoice shall include reasonably required supporting documentation, including invoices from Carollo and such additional documentation as CFX may reasonably request to verify the services performed and costs incurred. All invoices shall be submitted to Billing@CFXway.com.

Proposed

b. The City shall submit a final invoice to CFX for payment of all reimbursable fees and costs within one hundred eighty (180) days after completion of the services by Carollo.

c. All fees and costs records and accounts shall be maintained in auditable condition for a period of two (2) years after final payment is received by the City and shall be subject to audit by a representative of CFX at reasonable dates and times as mutually agreed to in advance by the parties in writing (email is sufficient) and at CFX's sole expense.

4. CFX RESPONSIBILITIES

4.1 Reimbursement

CFX agrees to reimburse the City for the actual fees and costs incurred by the City for Carollo's services described herein in an amount not to exceed One Hundred Twenty-Three Thousand Eight Hundred Eighty-Seven Dollars and No/100 ($123,887.00). In the event the amount due Carollo will exceed the not to exceed amount, the City shall notify CFX promptly of the amount and reason the additional expense and such additional expense shall be subject to CFX's reasonable approval.

4.2 Payment

CFX shall make payment to the City within forty-five (45) days following receipt and approval of the City's invoices and supporting documentation.

4.3 Construction Contractor

The construction work necessary to relocate the reclaimed water main pursuant to the design prepared by Carollo shall be performed by a contractor selected by CFX in accordance with CFX's standard procurement and contractor selection process. All fees and costs to relocate the reclaimed water main shall be the responsibility of CFX. All work associated with the Project shall comply with applicable federal, state and/or local codes, laws, rules and regulations.

5. MAINTENANCE

Upon completion of the utility relocation, the City shall continue to be responsible for the maintenance of the relocated utility.

6. TERM

This Agreement shall become effective upon execution by both parties and shall remain in effect until completion of the services contemplated herein and final payment by CFX to the City hereunder, unless earlier terminated in accordance with the terms of this Agreement.

7. INSURANCE AND BOND REQUIRMENTS

Proposed

The City shall incorporate its standard insurance requirements in its contract with Carollo. CFX shall incorporate its standard insurance and Public Construction Bond requirements in the construction contract documents for Project. The general liability insurance policy provided by CFX's contractor shall name the City and CFX as additional insureds. The Public Construction Bond shall remain in full force and effect until one (1) year after substantial completion of the Project.

8. AMENDMENT

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. This Agreement may be amended only by a written instrument executed by both parties.

9. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

10. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. ASSIGNMENT

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

12. NO THIRD-PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13. RELATIONSHIP OF THE PARTIES.

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the parties. Neither party shall have the authority to bind the other party or to incur any obligation on behalf of the other party.

14. GOVERNING LAW.

Proposed

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.

15. VENUE.

Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the courts of Orange County, Florida, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts.

16. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17. CONSTRUCTION.

CFX and the City acknowledge that this Agreement was prepared after negotiations between the parties and this Agreement shall 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.

18. HEADINGS.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

19. DESIGNATION OF PROJECT MANAGER AND CONTACT.

Each party designates its project manager and designates the individual below for coordination and notice:

Central Florida Expressway Authority
David Falk, PE
Director of Engineering
4974 ORL Tower Road, Orlando, FL 32807
david.falk@cfxway.com
Office: 407-690-5383
Cell: 407-242-1988

City of Orlando
Alex Castro, P.E.
Project Manager II
Capital Improvements Division
City of Orlando Public Works

Proposed

400 S. Orange Ave
alexander.castro@orlando.gov

Orlando, Florida 32801
Office: 407-246-3897
Cell: 321-229-0297

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES BEGIN ON NEXT PAGE]

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.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ATTEST:

_____
Regla ("Mimi") Lamaute
Manager of Executive and Board Services

By: _____
_____, as _____
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 R. 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 _____ of the Central Florida Expressway Authority, on behalf of the organization. She/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

CITY OF ORLANDO

ATTEST:

By: _____
Mayor / Mayor Pro Tem

By: _____
Stephanie Herdocia, City Clerk

Name: _____
Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me by means of [_] physical presence or [_] online notarization on this ___ day of _____, 2026, by _____ and _____, as the Mayor / Mayor Pro Tem and City Clerk of the City of Orlando, Florida, and who have acknowledged that they executed the same on behalf of the City of Orlando, Florida and that each was authorized to do so. Each is personally known to me or has produced _____ as identification.

WITNESS MY hand and official seal this ____ day of _____, 2026.

_____
Name
Notary Public
Serial Number: _____
My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.

_____, 2026

By: _____

Name: _____
Title: Assistant City Attorney

Proposed

EXHIBIT "A"

Scope of Services

Carollo Engineers, Inc.

Proposed

CITY OF ORLANDO CONTINUING WASTEWATER ENGINEERING SERVICES RQS24-0501-4

Reclaimed Water Infrastructure Relocation – State Road 534 (Project)

April 15, 2026

EXHIBIT I - SCOPE OF SERVICES

A. Project Understanding

As part of the State Road 534 Project, the Central Florida Expressway Authority (CFX) will require relocation of the City of Orlando's (CITY's) reclaimed water infrastructure in the vicinity of the crossing at Narcoossee Road. The CITY and CFX are currently preparing a utility relocation agreement. Relocation designs are currently being prepared by the other utilities that will be impacted by the SR 534 Project. Coordination with these relocation plans will be necessary.

The focus of this scope is the adjustment/relocation of the 16-inch reclaimed water main that will be impacted by the road construction. The scope assumes relocation of up to 1,400 LF of pipe, specifically 2 segments with multiple conflicts, segment 1 from Station 166 + 40 to 175 + 20 and segment 2 from Station 177 + 00 to Station 180 + 00. The reclaimed water main to be adjusted/relocated is shown in Exhibit IV.

This Scope of Work will be provided under the terms of Contract No. RQS24-0501-4 with the CITY. Specific tasks are described in detail below.

B. Scope of Work

Task 1 - Project Management and Quality Assurance/Control

The CONSULTANT (Carollo Engineers, Inc.) will communicate regularly with the CITY throughout the project to discuss progress and resolve any issues. The CONSULTANT will manage this project and will be responsible for the project administration, implementation, internal coordination of the team and project work, and invoicing. The CONSULTANT's project manager will lead the implementation of the scope of services and will be the primary point of communication with the CITY.

1.1: Project Management and Communications

The CONSULTANT will provide overall project management and communication between its staff and the CITY's staff. The CONSULTANT will track and manage the budget, project tasks, and schedule.

1.2: Project Kickoff

The CONSULTANT will facilitate a Kickoff Meeting to review the project, including the project tasks, schedule, lines of communication, and quality management procedures. The Kickoff Meeting will be a working meeting to discuss project needs, goals, efficient and effective data collection approaches, and other items necessary to efficiently begin the project. The agenda, meeting materials, meeting minutes, and action/decision logs for the meeting will be prepared by the CONSULTANT and distributed to all project stakeholders.

Proposed

1.3: General Coordination Meetings

Since close coordination between the CITY and CFX staff is needed for the execution of this project, The CONSULTANT will schedule six (6) meetings with the different project stakeholders including but not limited to CFX and their Engineer of Record, the CITY and CONSULTANT, and other utilities in the project area) to identify activities that require coordination, share and obtain any relevant information regarding the construction the tunnel.

1.4: Quality Control and Quality Assurance

The CONSULTANT's project manager shall coordinate quality control and quality assurance review of the project, the CONSULTANT will include a concept check for laying out the data gathering, field data, hydraulic data; review of calculations and technical memoranda; and all design calculations and documents.

TASK 1 DELIVERABLES

- Meeting sign-in sheet and agenda (hard copies to be provided at in-person meetings)
- Meeting minutes (electronic pdf)

Task 2 - Data Gathering/Review

Task 2 involves gathering and review of data necessary for execution of the project. Specific items included in Task 2 are detailed in the subtasks described below.

Note that this task does not include field investigation such as survey related efforts. The amount of field data that will be provided by the CFX is not fully known, including survey/subsurface utility engineering (SUE). If survey data is limited or not available from the CFX team, then additional data collection specific to the utilities will be required. This may include survey, Ground Penetration Radar (GPR) or Verified Vertical and Horizontal (VVH) data specific to the utilities.

2.1: Data Gathering and Review

The CONSULTANT will provide a data request list of information and data to be provided by the CITY/CFX. Data request may include but are not limited to:

- Survey, GPR and VVH data if available
- Record drawings
- Geotech report if available
- Design plans for the roadway project
- CAD Files
- Updated GIS data (service area, pipelines, pump stations, manholes, parcels, water meters, etc.).

Task 3 - Design of the Reclaimed Water Main

Proposed

This task includes preparation of project design documents, including plans, technical specifications and limited Division 1 specifications as provided by the CITY. Note that the design standards for the documents will be determined based on CITY standards and requirements. It is assumed that the set of design documents will be a set of stand-alone utility plans.

Specifications are anticipated to be stand-alone, and will be limited to only specifications and Technical Special Provisions which are directly related to the pipeline and appurtenances. General front ends, restoration and roadway related specifications are assumed to be provided by the CFX team. A cost estimate will be provided specific to the utilities only. It is assumed that the CFX team will lead the coordination and integration of the plans, specifications and cost estimates.

Note the scope of this task is limited to the immediate area of the crossing at Narcoossee Road. and surrounding intersection. The CFX design team will provide CAD base files for use in the design of the utility changes. It is anticipated that the design for the reclaimed water main will be limited to the immediate project area, with primarily open cut installation methods.

3.1: 60% Documents

Generate draft construction plans and specifications for the construction of the pipeline, including plan and profile view per CFX requirements. The plans will also depict underground utilities and other potential conflicts in the vicinity of the proposed reclaimed water main route. It will include a summary of quantities and Utility Work Schedule as well.

At the end of the 60% design completion level, CONSULTANT will assemble and submit contract documents to the CFX and the CITY for review. One review meeting will be held to discuss the CFX and CITY's comments on the 60% design documents.

3.3: 100%/Final Bid Documents

Revise documents in accordance with 60% review and comments provided by the CFX and the CITY. Prepare final design documents to a 100% completion level based on the CFX and the CITY's review comments. Prepare an opinion of probable construction cost for the approved 100% drawings and technical specifications.

TASK 3 DELIVERABLES

- 60% and 100% design plans, and specifications/Technical Special Provisions for review
- Utility work schedule
- 100% signed and sealed full size drawings
- CAD files and specifications (Microsoft Word and PDF)
- Opinion of probable construction cost (60% and 100% level)
- Review meeting minutes (60% level)

Task 4 - Permitting Services

Permitting services include preparing and submitting required project related permit applications and supporting documentation to obtain required permits for construction and operation of the reclaimed water main. The CITY confirmed that no roadway permits will be required for this

Proposed

project. The only permit required as part of the reclaimed water main design is the FDEP permit. No other permits/easements will be required. CONSULTANT will not be responsible for MOT design or permitting, and CFX will complete these items as part of the overall project.

4.1: FDEP Permitting

CONSULTANT will prepare and submit the general permit for wastewater collection/ transmission systems application and include responses for up to one (1) Request for Additional Information (RAI). The fee estimate for this scope includes anticipated permit application fee of $500.

TASK 4 DELIVERABLES

- FDEP Permit Application

Task 5 - Bidding Services

This task includes services to be provided during the project bid period. It is presumed that the CFX team will lead the overall project bidding process. The services in this section are limited to a support role specific to the utilities design.

5.1: Issued for Bid Documents

Prepare and submit electronic Issued for Bid documents for the utility plans (reclaimed), based on CFX/purchasing department requirements. CFX will coordinate final packaging of documents and distribution.

5.2: Pre-bid and Bidding

Attend one pre-bid conference. CONSULTANT's representative will attend and answer contractor questions as applicable. This may also include response to bid questions/clarifications, with up to two (2) technical narratives to form addenda(s) to be issued by the CF/CITY. The CFX/CITY will be responsible for organizing the pre-bid meeting and a CFX/CITY representative at the meeting.

5.3: Conformed Documents

Prepare and submit conformed documents for the utility plans (reclaimed), including clarifications and revisions through addenda and the Contractor's executed documents and provide up to two (2) full size signed and sealed conformed drawings and specifications, three (3) half size sets of construction drawings and specifications and a digital PDF set of the Conformed Contract Documents. CFX will coordinate final packaging of documents and distribution.

TASK 5 DELIVERABLES

- Issued for Bid plan and specifications (electronic PDF and CADD Files)
- Pre-bid meeting minutes (electronic PDF)
- Conformed plans and specifications (two full size and 3 half size hard copies; one PDF set)

Task 6 - Construction Administration

6.1: Service During Construction

Proposed

CFX/CITY personnel will provide construction inspection services and communicate progress with the CONSULTANT. CONSULTANT's construction phase services are based upon a six (6) month construction contract time (four (4) active months) including the following tasks:

- Attend a pre-construction conference.
- Review shop drawings and product submittals for conformance with the Contract Documents.
- Review and respond up to five (5) Contractor's requests for information (RFI) and maintain a log of RFIs regarding the utilities.
- Attend up to four (4) monthly construction progress meetings. Meeting minutes to be provided and distributed by the Contractor.
- Conduct up to four (4) site observations only when requested by the CITY, to be completed on the same day as the construction progress meeting, to observe construction activity and discuss concerns with the CFX and CITY. Site observations should align with key milestones during construction such as installation of line stops or as requested by the CFX/CITY.
- Assist the CFX/CITY with preparing up to one (1) change order, reviewing the changes for scope and increases/decreases to contract price and contract time.
- Conduct a substantial and final completion inspection with the CFX and CITY's inspector to review their punch list(s) to be submitted to the Contractor.
- Prepare record drawings based on as-built drawings and information provided by the Contractor's licensed surveyor. Two (2) hard copies of signed and sealed as-built drawings are to be provided along with a digital AutoCAD file by the Contractor to the CONSULTANT for review and use in record drawing preparation. The CONSULTANT will then provide two (2) sets of prints of the record drawings and an electronic PDF file of the record drawings to the CITY.
- Prepare documents to obtain approval for release of the reclaimed water main for use.

TASK 6 DELIVERABLES

- RFI responses
- Shop drawing reviews
- Record Drawings (two hard copies and electronic)

Task 7 - Allowance

This task includes an allowance for additional reimbursable utility relocation design for unforeseen conditions excluded under Task 3 though Task 6. This task will cover additional conflicts that may be identified within project limits that may require additional design. This may include utility relocates as determined by the CITY/CFX. The effort in this task is based upon limited impacts along the project route and is limited to the budget proposed. If those conflicts become significant wherein it exceeds the amount of this allowance, an amendment will be requested. Use of the allowance must be authorized by the CITY.

Proposed

C. Assumptions

The following assumptions apply to this project.

- Multiple meetings with CFX staff and the CITY are anticipated. The number of general coordination meetings will be limited by the amount budgeted under that task.
- CONSULTANT shall be entitled to use and reasonably rely upon information and services provided by the CFX/CITY.
- No additional survey and/or geotechnical work will be required for the project.
- The CITY shall attend all review meetings to maintain the progress of the project according to the schedule.
- The CFX/CITY will accompany the CONSULTANT on site visits. The CITY will provide all required information within the period established in the schedule contained in this Scope of Services. The schedule is based on timely receipt of data from the CFX/CITY. The CFX/CITY shall review Draft deliverables and provide comments to the CONSULTANT within a one-week period or as mutually agreed to by CONSULTANT and CITY.
- The CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming reclaimed water quality and/or quantity. Data projections and estimates are based on the CONSULTANT's opinion based on experience and judgment.
- The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY/CFX. No person or entity not a signatory to this Scope of Work shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Scope of Work or the performance of the CONSULTANT's services hereunder.
- The CONSULTANT will only be responsible for obtaining the corresponding FDEP permit. It is assumed that any required Right-of-Way Permits shall be provided under the CFX project.
- The CFX/CITY shall organize, hold, and preside over the pre-bid meeting.

Proposed

EXHIBIT II - COMPENSATION

Consultant's compensation will be based on a not-to-exceed cost with an upper limit of **$123,887.00.** Exhibit II provides the details of the overall compensation for this Task Authorization.

EXHIBIT III - SCHEDULE

The services described above are anticipated to be completed in accordance with the following summary, which is provided as an estimate at this time. Note that the actual schedule will be based upon CITY/CFX schedule requirements, provided that the schedule is reasonable for

utility design. The final CFX schedule has not been provided. However, the current indicated target date for final utilities design is May 2026. Unless noted otherwise, time durations listed below are weeks measured from the date upon which the CONSULTANT received the notice to proceed for the work.

Task	Duration in Weeks After NTP
1: Project & Quality Management	65 Weeks
2: Data Gathering	Week 1 to Week 4
3: Design	Week 1 to Week 10
4: Permitting Services	Week 9 to Week10
5: Bidding Services	Week 11 to Week 24
6: Limited Construction Services	Week 25 to Week 65
7/8: Additional Services	As Authorized

It has been assumed that the CFX/CITY will complete all reviews within one week of receiving the submittals. It is expected that all services in this scope of services will be completed within fifteen (15) months of receiving a notice to proceed.

Proposed

RECLAIMED WATER INFRASTRUCTURE RELOCATION - STATE ROAD 534 PROJECT
DESIGN, BIDDING PHASE AND CONSTRUCTION PHASE SERVICES
EXHIBIT NO. II - COMPENSATION
CAROLLO ENGINEERS INC. FEES ONLY

CAROLLO ENGINEERS INC. - Engineering Services Fee **Reclaimed Water Infrastructure Relocation - State Road 534 Project** **Design, Bidding Phase Services, and Construction Phase Services**		**Senior Project Professional**	**Lead Project Professional**	**Project Professional**	**Inspector**	**Assistant Professional**	**Lead CAD Technician**	**Senior CAD Technician**	**CAD Technician**	**Lead Document Processing/Graphic**	**Document Processing/Graphic**	**Total Hours**	**Total Labor Cost (Not-to-Exceed)**	**Reimbursibles (Permit Fee)**
	Raw Rate	*$ 105.00*	*$ 80.00*	*$ 70.00*	*$ 79.00*	*$ 65.00*	*$ 70.00*	*$ 60.00*	*$ 55.00*	*$ 50.00*	*$ 40.00*			
	Multiplier	*3.00*	*3.00*	*3.00*	*3.00*	*3.00*	*3.00*	*3.00*	*3.00*	*3.00*	*3.00*			
	Loaded Rate	*$ 315.00*	*$ 240.00*	*$ 210.00*	*$ 237.00*	*$ 195.00*	*$ 210.00*	*$ 180.00*	*$ 165.00*	*$ 150.00*	*$ 120.00*			
TASK	TASK DESCRIPTION													
1	PROJECT MANAGEMENT AND QUALITY ASSURANCE/CONTROL													
1.1	Project Management and Communications			8		12						20	*$4,020.00*	$0.00
1.2	Project Kickoff	3	3	3		3						12	*$2,880.00*	$0.00
1.3	General Coordination Meetings	12	12	20		32						76	*$17,100.00*	$0.00
1.4	Quality Control and Quality Assurance	8										8	*$2,520.00*	$0.00
	Subtotal Task 1	*23*	*15*	*31*	*0*	*47*	*0*	*0*	*0*	*0*	*0*	*116*	**$26,520.00**	**$0.00**
2	DATA GATHERING/REVIEW													
2.1	Data Gathering and Review	*2*	*4*	*8*		*16*	*2*	*4*				36	*$7,530.00*	$0.00
	Subtotal Task 2	*2*	*4*	*8*	*0*	*16*	*2*	*4*	*0*	*0*	*0*	*36*	**$7,530.00**	**$0.00**
3	DESIGN OF THE RECLAIMED WATER MAIN													
3.1	60% Documents	4	8	32		64	8	20	40	2	8	186	*$35,520.00*	$0.00
3.2	100%/Final Bid Documents	2	4	8		16	4	8	16	2	8	68	*$12,570.00*	$0.00
	Subtotal Task 3	*6*	*12*	*40*	*0*	*80*	*12*	*28*	*56*	*4*	*16*	*254*	**$48,090.00**	**$0.00**
4	PERMITTING SERVICES													
4.1	FDEP Permitting	*2*	*2*			*16*				*2*	*2*	24	*$4,770.00*	$500.00
	Subtotal Task 4	*2*	*2*	*0*	*0*	*16*	*0*	*0*	*0*	*2*	*2*	*24*	**$4,770.00**	**$500.00**
5	BIDDING SERVICES													
5.1	Issued for Bid Documents	2		2		4		2	4			14	*$2,850.00*	$0.00
5.2	Pre-bid and Bidding	4		4		8						16	*$3,660.00*	$0.00
5.3	Conformed Documents	2		2		4		2	8			18	*$3,510.00*	$0.00
	Subtotal Task 5	*8*	*0*	*8*	*0*	*16*	*0*	*4*	*12*	*0*	*0*	*48*	**$10,020.00**	**$0.00**
6	CONSTRUCTION ADMINISTRATION													
6.1	Service During Construction	4		20	20	20			4		4	72	*$15,240.00*	$0.00
	Subtotal Task 6	*4*	*0*	*20*	*20*	*20*	*0*	*0*	*4*	*0*	*4*	*72*	***$15,240.00***	***$0.00***
	Subtotal Tasks 1-6	***45***	***33***	***107***	***20***	***195***	***14***	***36***	***72***	***6***	***22***	***550***	***$112,170.00***	***$500.00***
7	ALLOWANCE													
7.1	Allowance											*0*	*$11,217.00*	*$0.00*
	Subtotal Task 7	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	***$11,217.00***	***$0.00***
	Total Project Hours and Labor Costs	**45**	**33**	**107**	**20**	**195**	**14**	**36**	**72**	**6**	**22**	**550**	**$123,387.00**	
	Total Project Direct Expenses (Permit Fee)													**$500.00**
	TOTAL PROJECT COSTS (CAROLLO ENGINEERS INC,)												***$123,887.00***	

Proposed

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: July 31, 2026

RE: June 2026 Financial Reports

Attached please find the June 2026 Financial Reports. Please note this information is being provided as interim information and has not been audited, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2026. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING JUNE 30, 2026 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	$ 60,162,517	$ 755,799,839	$ 738,800,000	100%	102%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,042,154	12,750,489	10,502,300	100%	121%
TRANSPONDER SALES	172,686	2,066,377	2,182,372	100%	95%
OTHER OPERATING	329,180	3,441,627	2,570,052	100%	134%
INTEREST	1,776,052	20,642,622	12,323,608	100%	168%
MISCELLANEOUS	71,543	1,086,541	986,485	100%	110%
TOTAL REVENUES	$ 63,554,132	$ 795,787,494	$ 767,364,817	100%	104%
O M & A EXPENSES					
OPERATIONS	$ 10,084,634	$ 81,666,182	$ 90,776,986	96%	90%
MAINTENANCE	2,923,546	28,348,315	33,351,982	96%	85%
ADMINISTRATION	924,863	12,781,032	14,681,608	96%	87%
OTHER OPERATING	570,124	3,459,184	3,059,000	96%	113%
TOTAL O M & A EXPENSES	$ 14,503,167	$ 126,254,713	$ 141,869,576	96%	89%
NET REVENUES BEFORE DEBT SERVICE	$ 49,050,965	$ 669,532,781	$ 625,495,241	100%	107%
COMBINED NET DEBT SERVICE	$ 17,951,297	$ 230,966,003	$ 240,376,284	100%	96%
NET REVENUES AFTER DEBT SERVICE	$ 31,099,668	$ 438,566,778	$ 385,118,957	100%	114%

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2026.

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 JUNE 30, 2026 AND YEAR-TO-DATE

	FY 26 MONTH ACTUAL	FY 25 MONTH ACTUAL	FY 25 - 26 SAME MONTH COMPARISON	FY 26 YTD ACTUAL AND ENCUMBRANCES	FY 25 YEAR-TO-DATE ACTUAL	FY 25 - 26 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 60,162,517	$ 58,958,653	$ 1,203,864	$ 755,799,839	$ 744,889,483	$ 10,910,356
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,042,154	968,183	73,971	12,750,489	10,194,555	2,555,934
TRANSPONDER SALES	172,686	175,216	(2,530)	2,066,377	2,280,789	(214,412)
OTHER OPERATING	329,180	271,661	57,519	3,441,627	2,812,373	629,254
INTEREST	1,776,052	1,806,417	(30,365)	20,642,622	21,367,938	(725,316)
MISCELLANEOUS	71,543	77,026	(5,483)	1,086,541	980,051	106,490
TOTAL REVENUES	$ 63,554,132	$ 62,257,156	$ 1,296,976	$ 795,787,494	$ 782,525,189	$ 13,262,305
O M & A EXPENSES						
OPERATIONS	$ 10,084,634	$ 9,827,302	$ 257,332	$ 81,666,182	$ 86,205,516	$ (4,539,334)
MAINTENANCE	2,923,546	4,826,031	(1,902,485)	28,348,315	24,274,922	4,073,393
ADMINISTRATION	924,863	1,169,529	(244,666)	12,781,032	12,118,029	663,003
OTHER OPERATING	570,124	598,056	(27,932)	3,459,184	2,892,087	567,097
TOTAL O M & A EXPENSES	$ 14,503,167	$ 16,420,918	$ (1,917,751)	$ 126,254,713	$ 125,490,554	$ 764,159
NET REVENUES BEFORE DEBT SERVICE	$ 49,050,965	$ 45,836,238	$ 3,214,727	$ 669,532,781	$ 657,034,635	$ 12,498,146
COMBINED NET DEBT SERVICE	$ 17,951,297	$ 18,107,810	$ (156,513)	$ 230,966,003	$ 233,127,222	$ (2,161,219)
NET REVENUES AFTER DEBT SERVICE	$ 31,099,668	$ 27,728,428	$ 3,371,240	$ 438,566,778	$ 423,907,413	$ 14,659,365

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2026.

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensive Financial Reports.

E.3.

Executive Director's Report

THE EXECUTIVE DIRECTOR'S REPORT WILL BE PROVIDED PRIOR TO THE BOARD MEETING

F.

Regular Agenda Items

F. 1.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Landscape Program Update

Glenn Pressimone, P.E. | Chief of Infrastructure

Christina Hite | Dix.Hite + Partners

August 13, 2026

Landscape Management Program
Strategic Plan

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

A WORLD-CLASS LEADER IN ECOLOGICALLY RESPONSIVE LANDSCAPE DESIGN AND MANAGEMENT

July 2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DRAFT
Landscape Program Master Plan

PREPARED FOR
THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

A WORLD-CLASS LEADER IN ECOLOGICAL LANDSCAPE DESIGN AND MANAGEMENT

July 2026

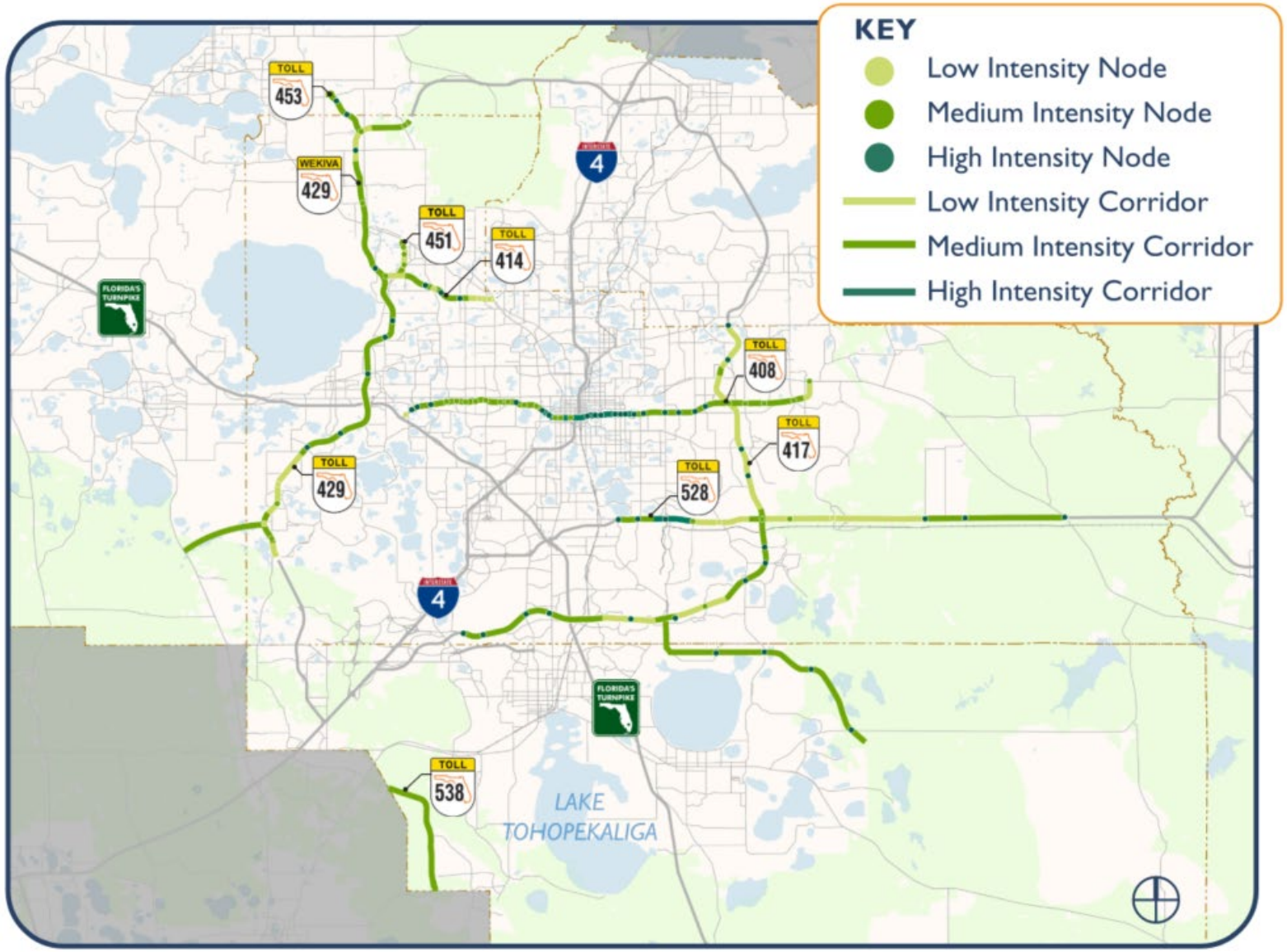
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Master Plan Elements

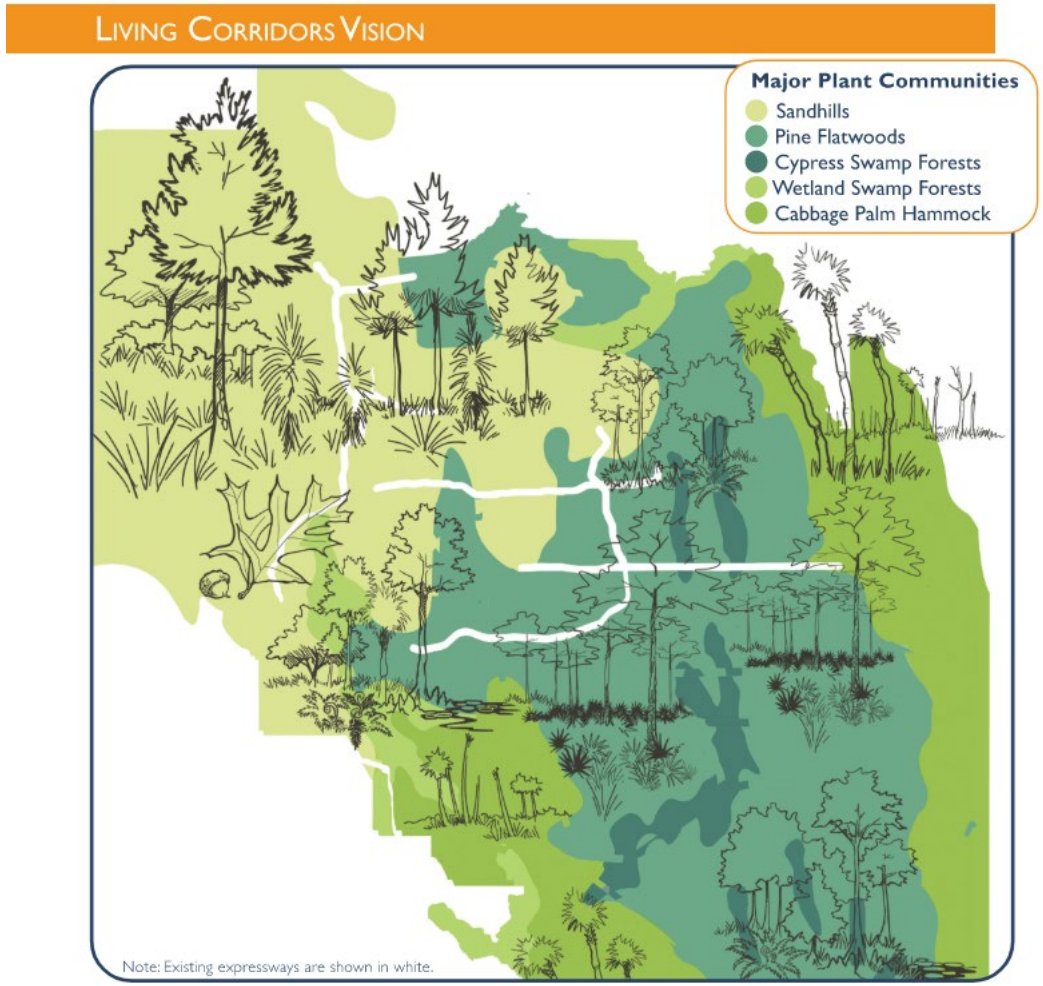
- Planning & Prioritization
- Landscape Design Standards
- Project Delivery
- Performance Based Maintenance
- Pilot Projects & Adaptive Management
- Public Education & Storytelling

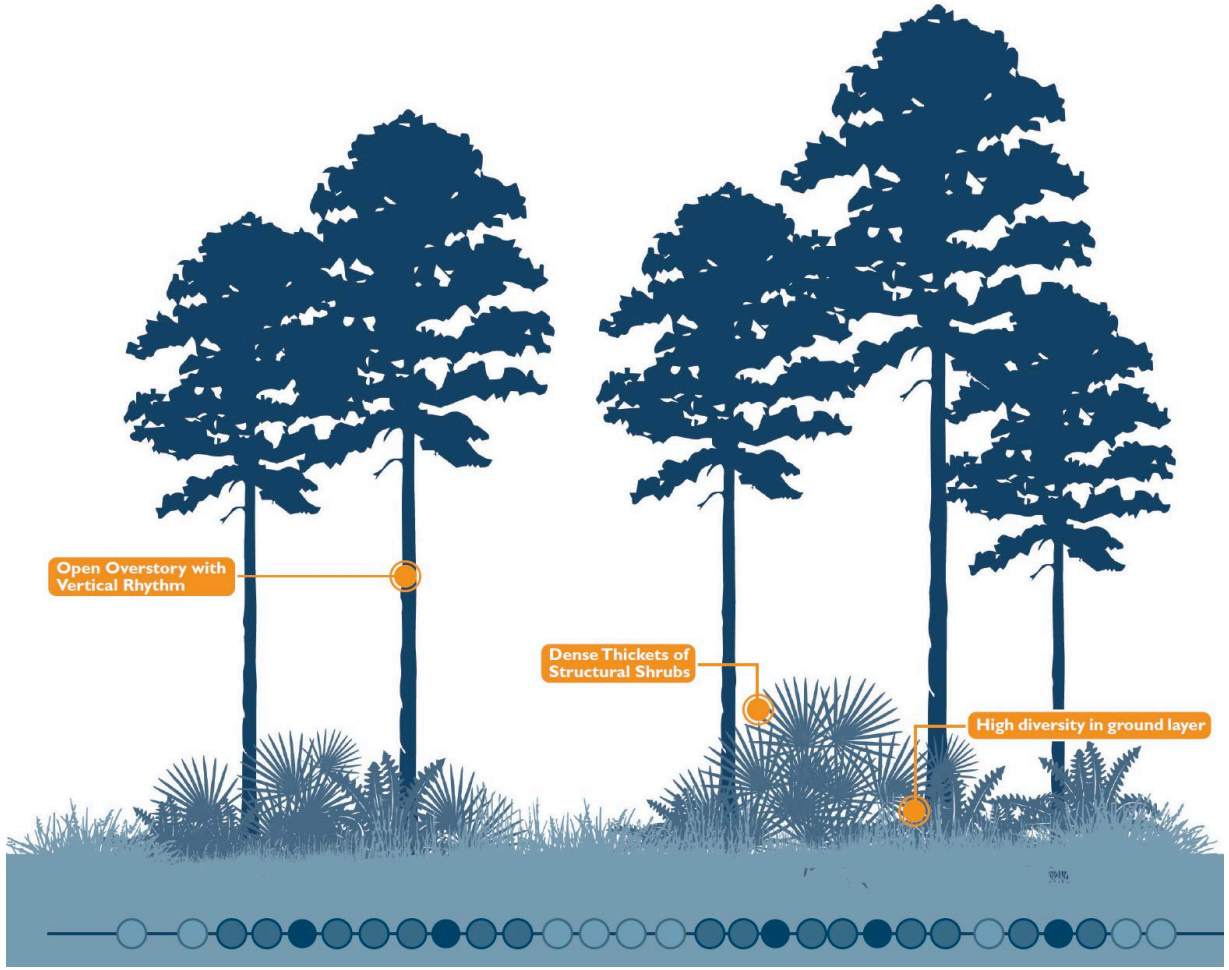
Planning and Prioritization

Future Landscape Character & Intensity

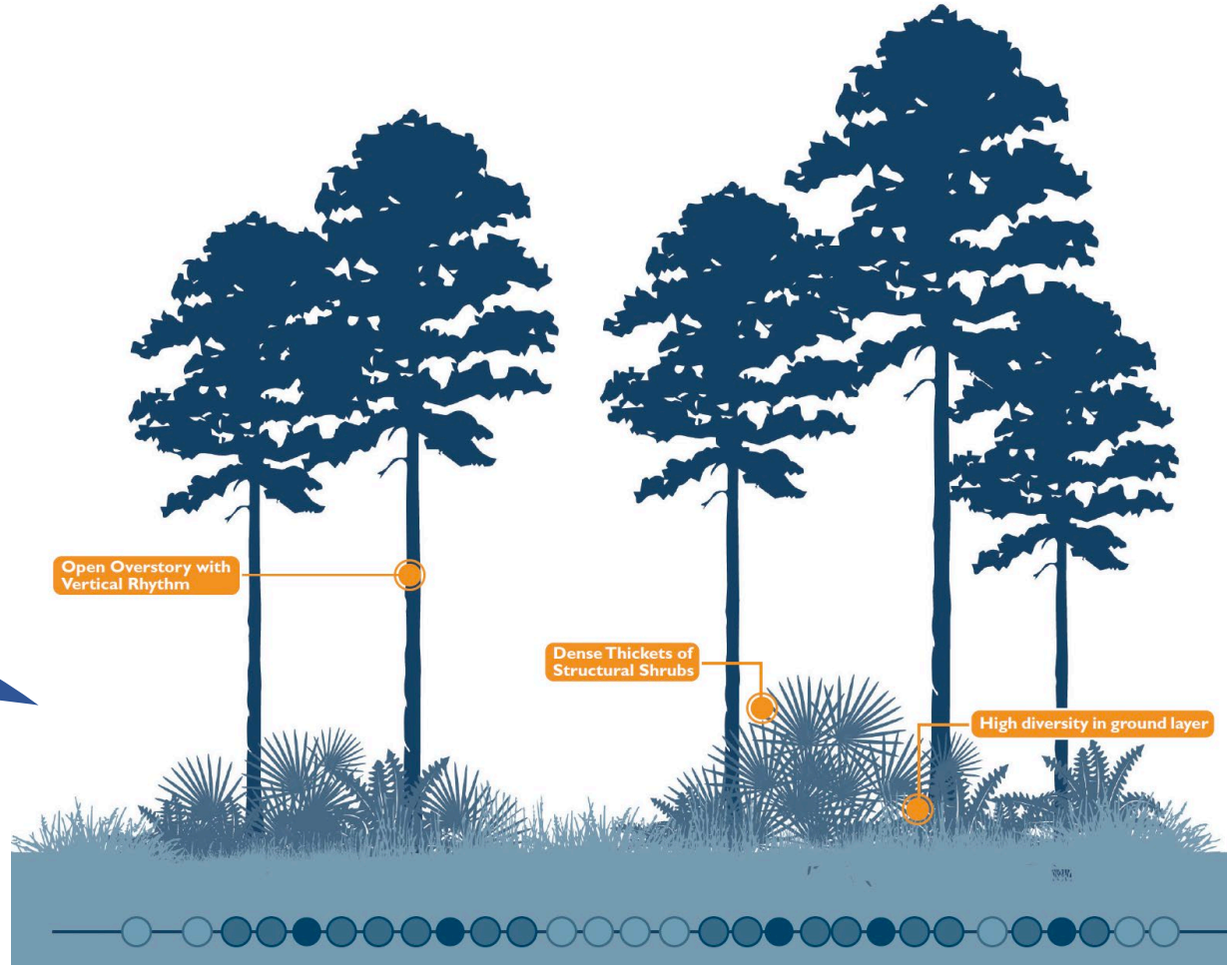


Landscape Design Standards





Landscape Design Standards



EXPRESSION

STRUCTURED

High + Medium Intensity
Legible
Articulated
Texture And Color
Clean Edges
Openness + Compression
Focused Maintenance

NATURALIZED

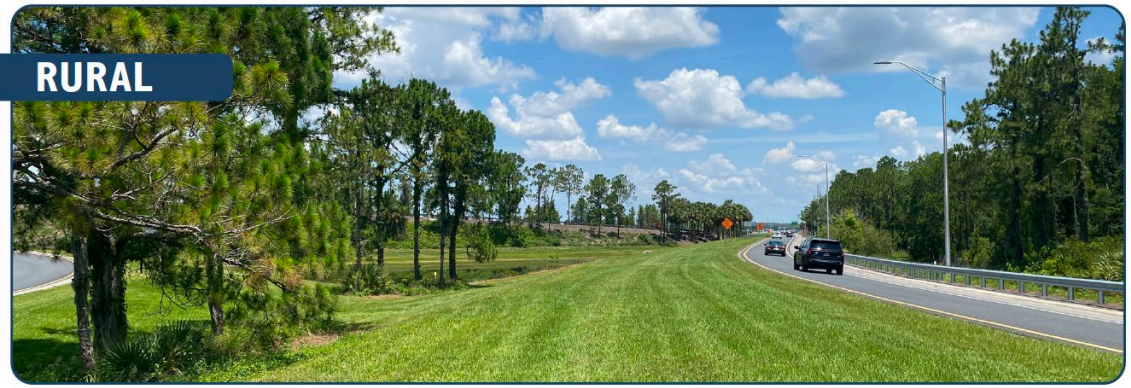
Low To Medium Intensity
Ecological Process
Reforestation
Massing And Mature Size
Stabilization
Density And Biodiversity
Reduced Maintenance

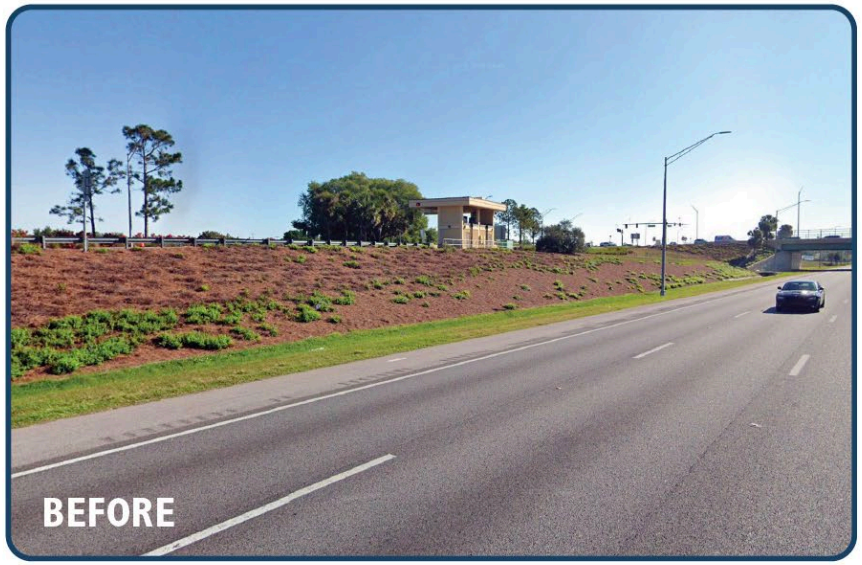
INTENSITY

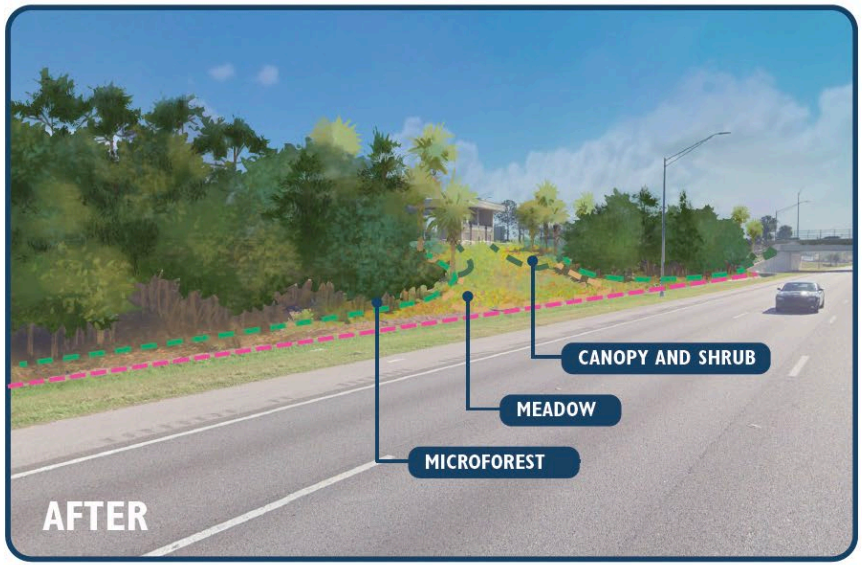
URBAN

SUBURBAN

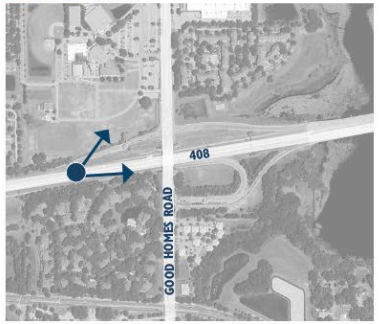
RURAL







KEY PLAN



View is looking east on W 408 towards Good Homes Road exit. This site serves as a system gateway and toll plaza contributing to system character. Ground plane material is mass planted with a single species type and has been impacted by climate, weather events, and age.

LANDSCAPE SCHEMES

- REFRESH

STRUCTURED

- CANOPY AND SHRUB
- SHRUB
- TURF

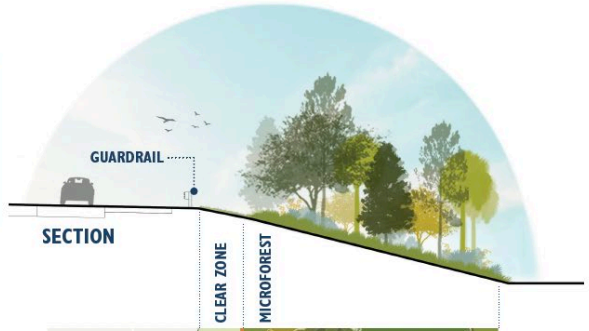
NATURALIZED

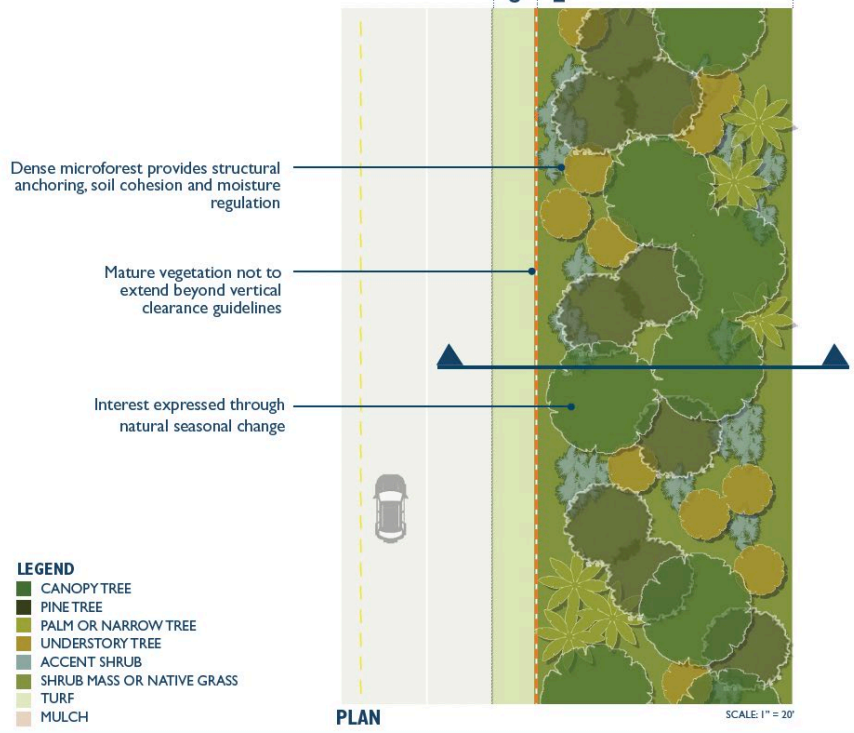
- MICROFOREST
- MEADOW
- POND EDGE

NATURALIZED

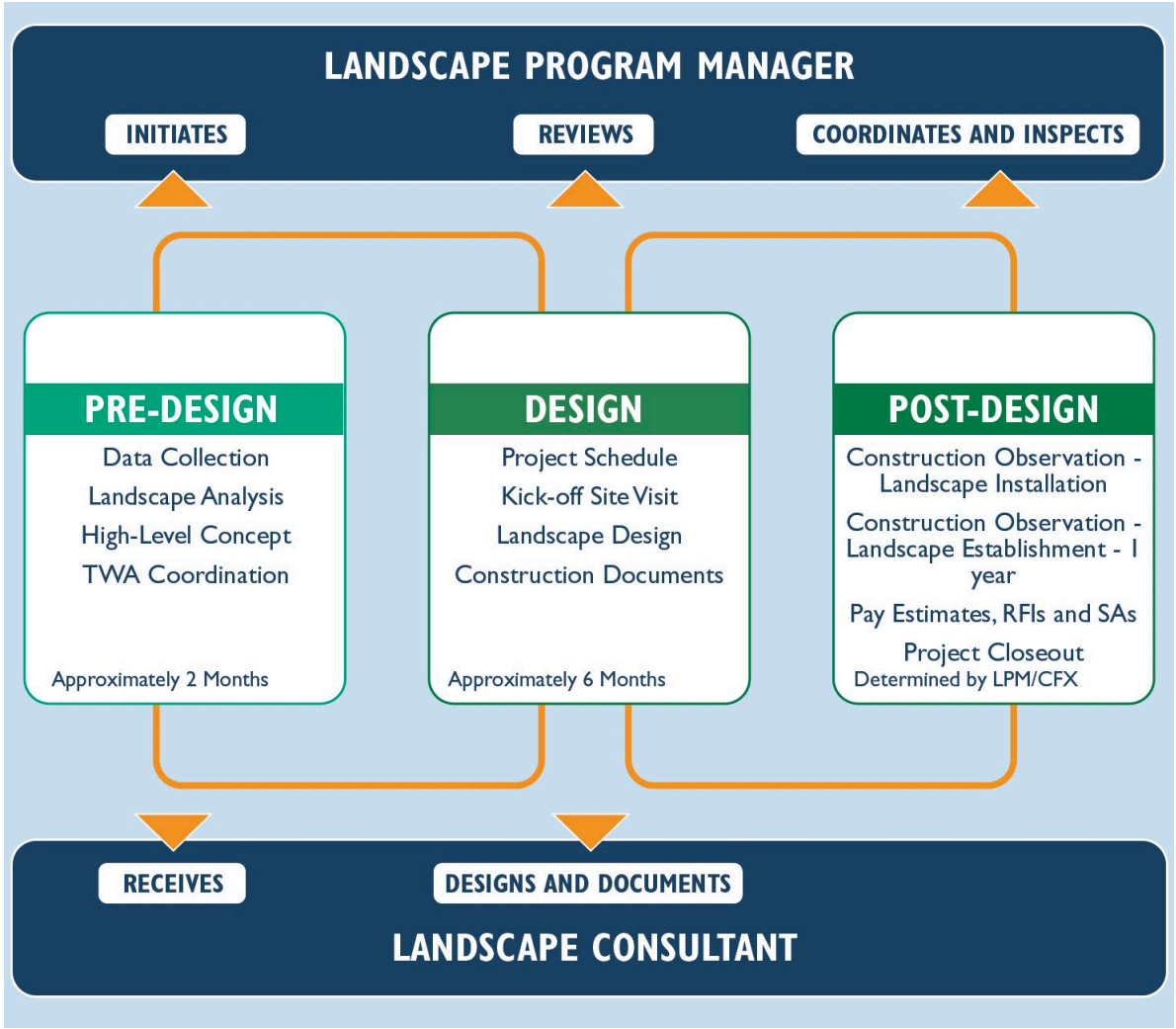
Condition | Slope

DESIGN APPROACH
Stabilize slope and minimize mowing.



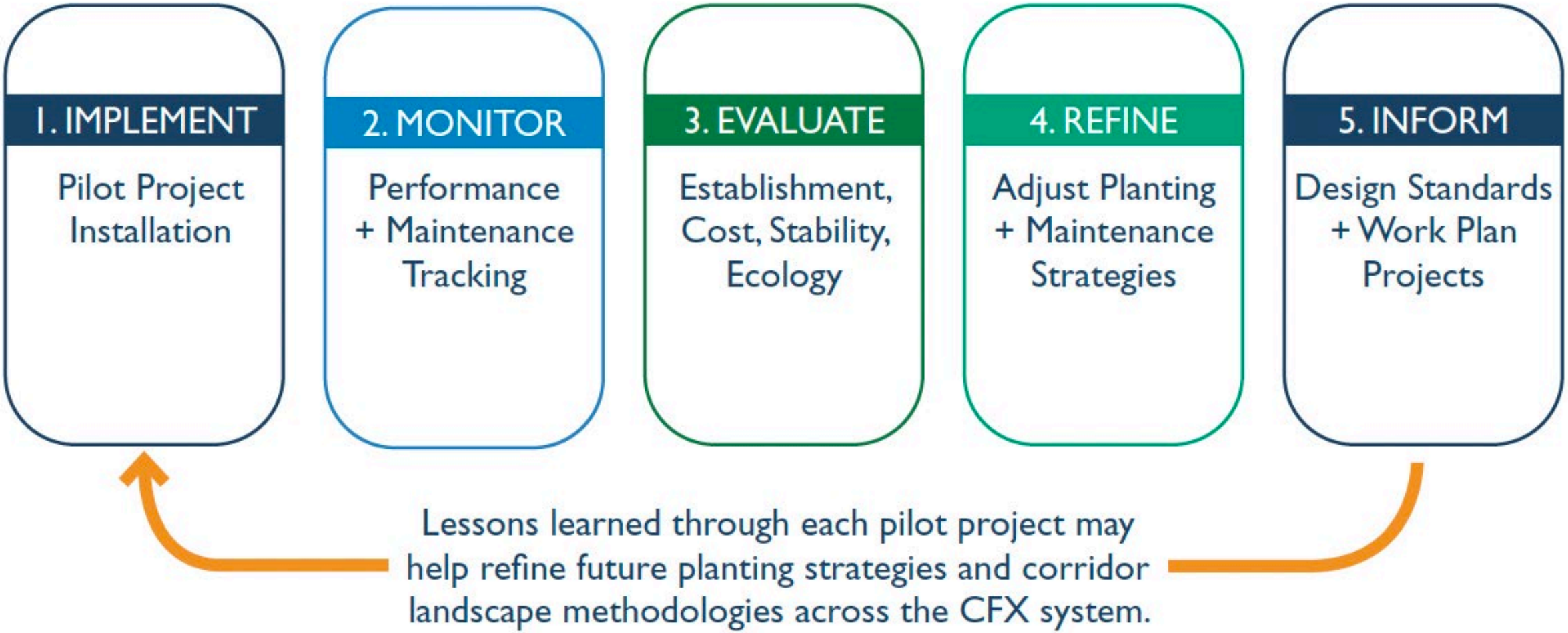


Project Delivery



Performance-Based Maintenance

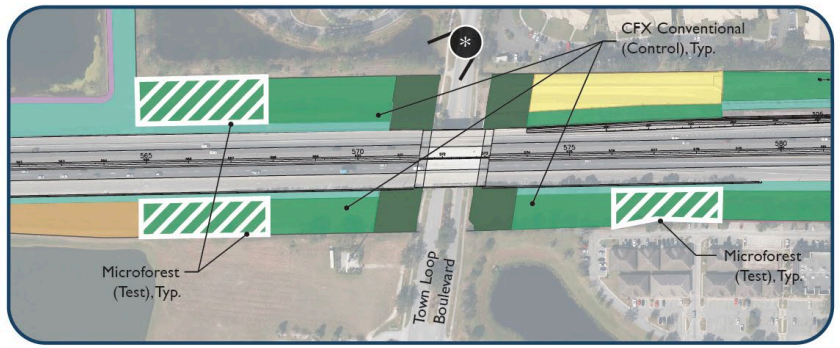
Pilot Projects



Initial Pilot Project on SR 417

Master Palette Microforest

The selected slopes within the Town Loop Boulevard bridge embankment will serve as a pilot area for testing a Microforest planting strategy against conventional CFX planting practices.



Microforest Buffer Treatment

The proposed pilot project will evaluate a Microforest landscape strategy as an enhanced roadway buffer treatment. Two planting installation methods will be tested using both conventional installation-sized material and smaller plant material installed at tighter spacing intervals.

Proposed planting areas are intended to strengthen the existing buffer condition while maintaining mowed turf within roadway clear zones and swales to support visibility, drainage, and maintenance access. Testing is limited to the south side of the corridor, as preserve lands north of SR 417 already provide a substantial natural buffer.

Storytelling

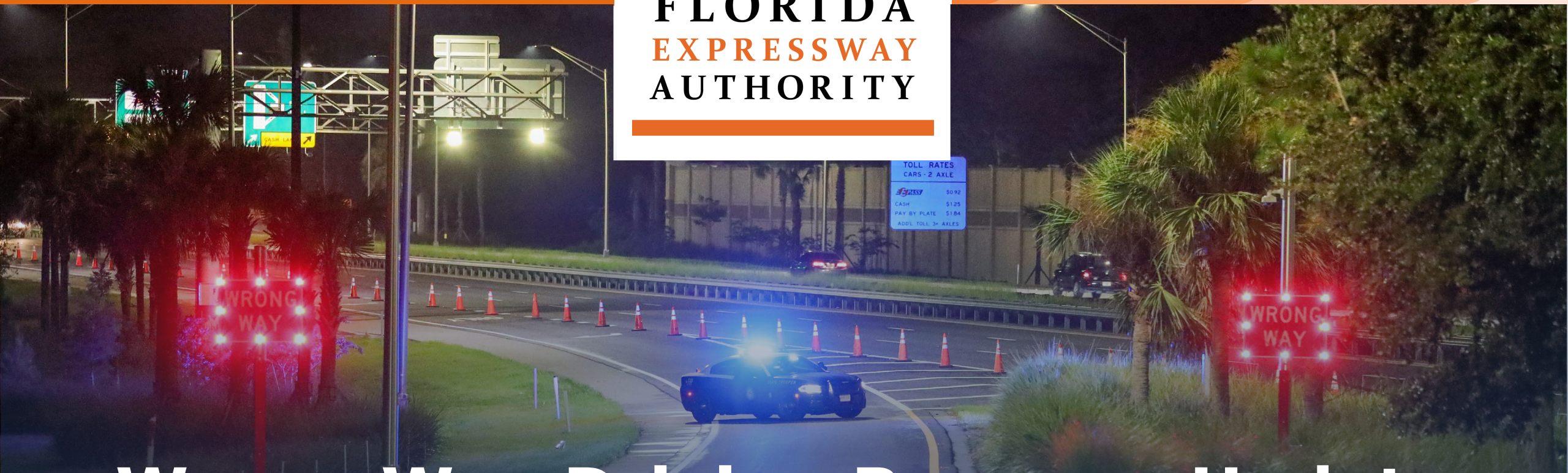
- On-Site Education
- Social Media
- CFX Website
- Community Outreach

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Thank you

F. 2.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

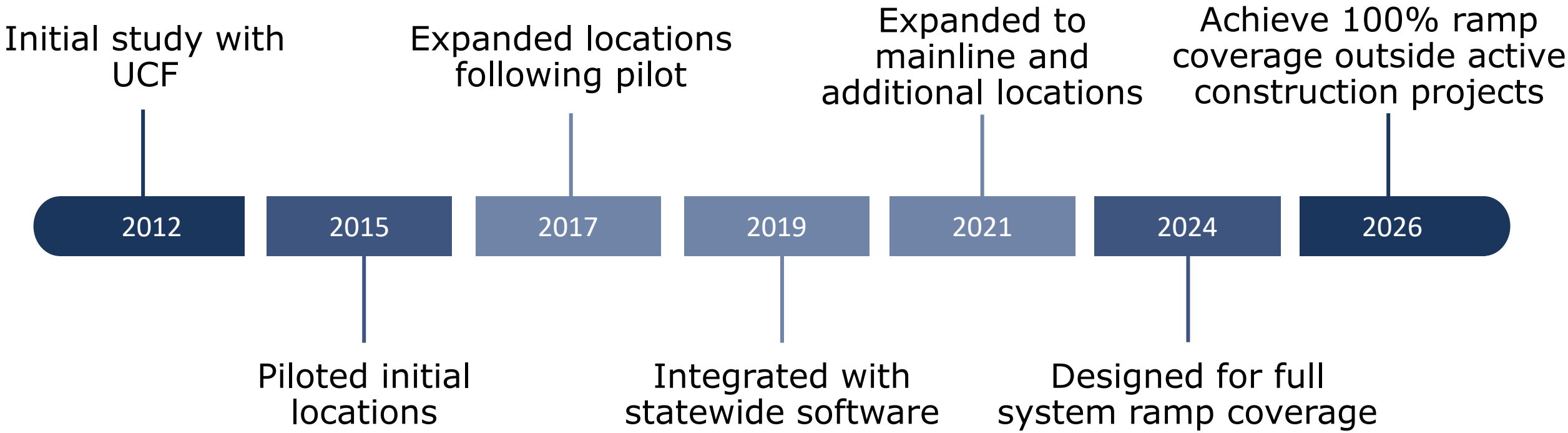


Wrong Way Driving Program Update

Bryan Homayouni, P.E. | Director of Intelligent Transportation Systems

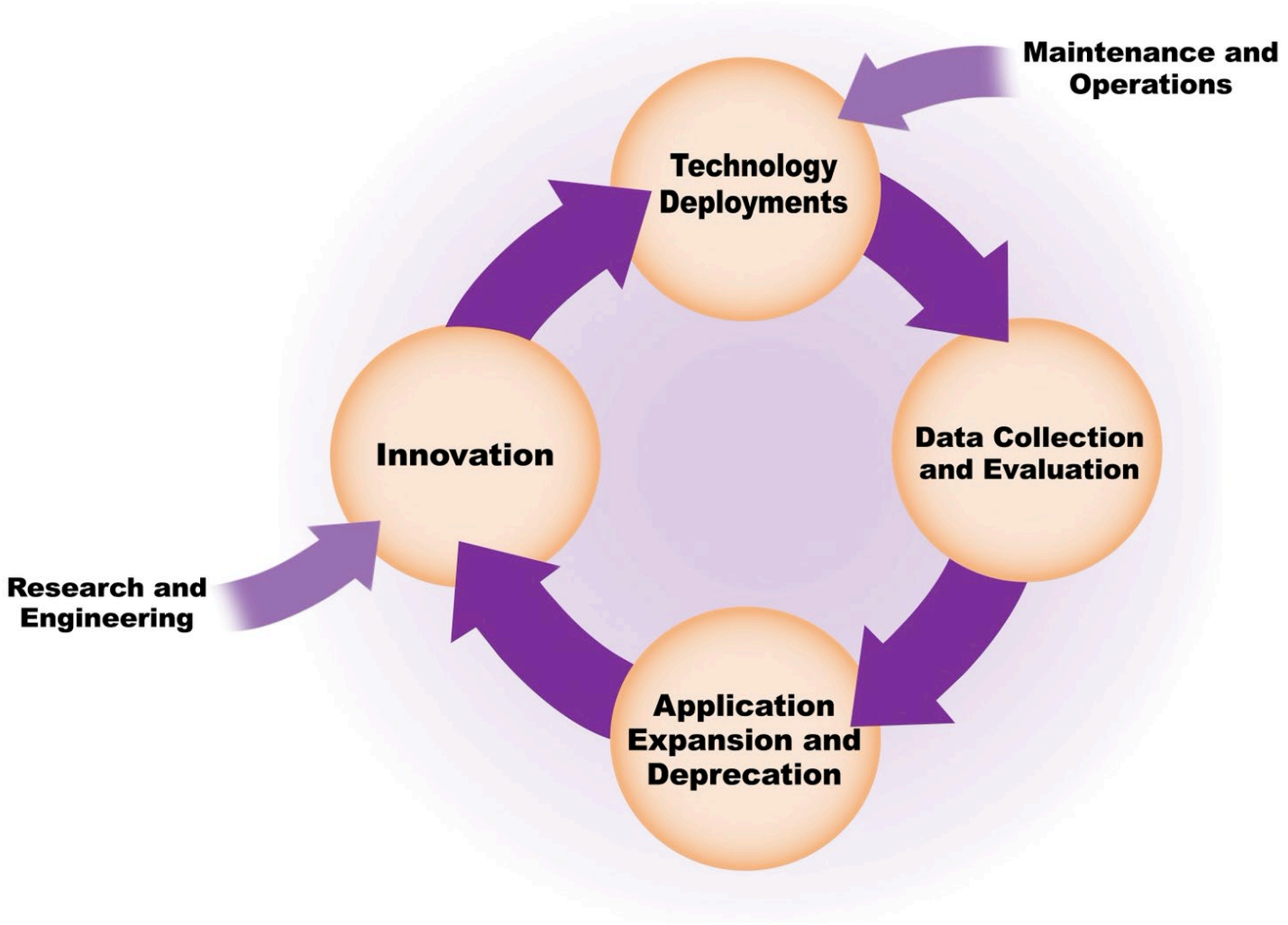
August 13, 2026

Program Timeline



2014

Deployment Lifecycle



WRONG WAY
WRONG WAY
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

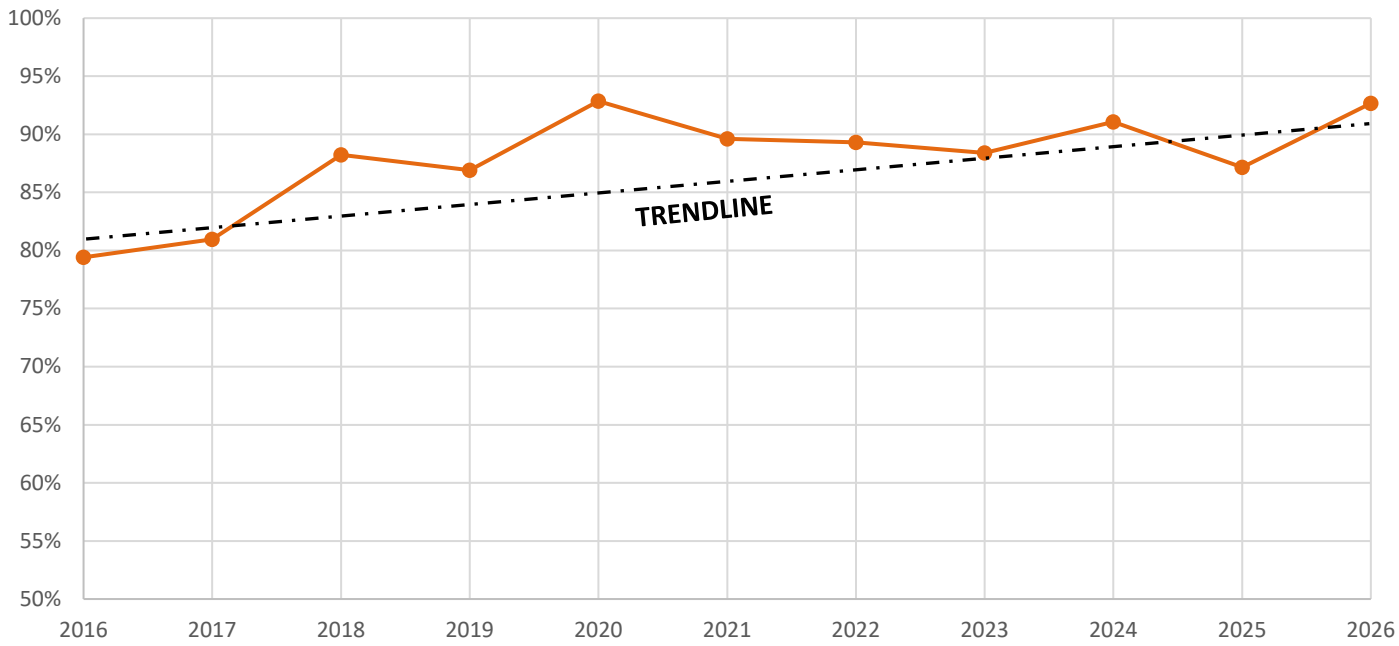
Wrong-Way Reporting

Turn Around Percentage

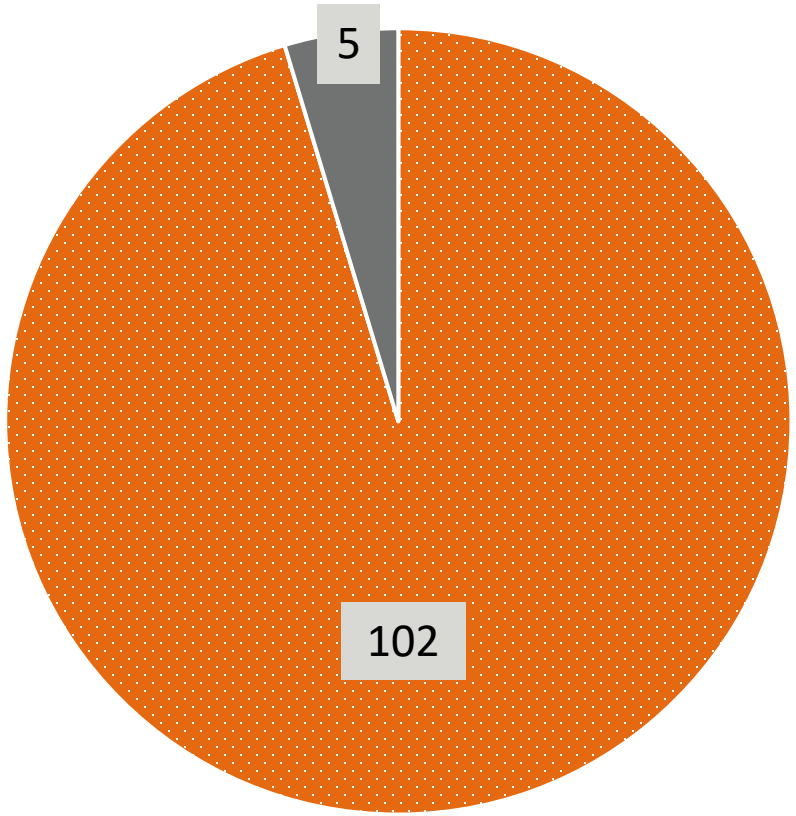
Period Covered	Total WWD Detections	Documented Turn Arounds
Jan 2016 – June 2026	2,860	2,533

88.6 %

Documented Turn Around Rate Over 10 Years



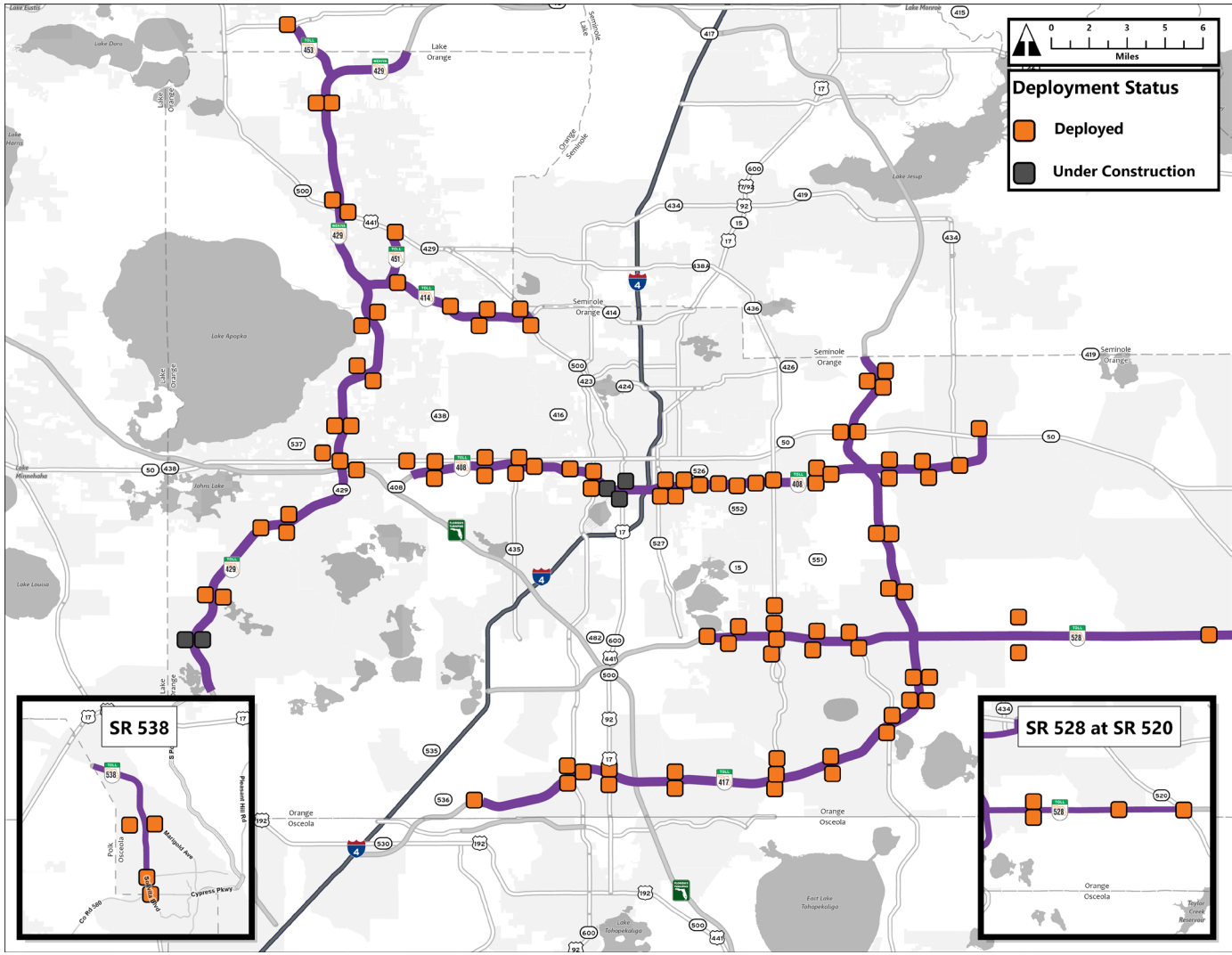
Ramp Deployments



107

TOTAL SITES

- Deployed
- Under Construction



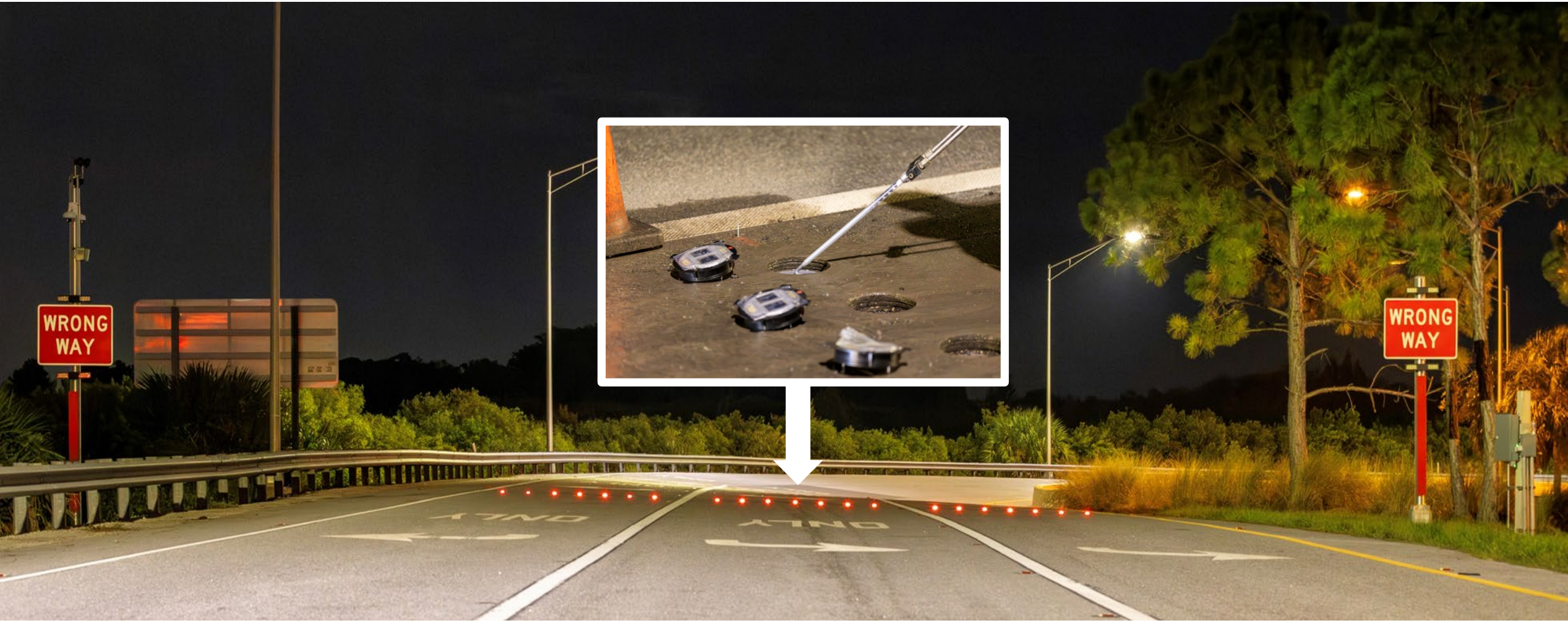
WWD System Upgrades

Signs & Detection

- Increased driver correction with enhanced signage
- Updating LED signs aligns with federal guidance and standards
- Modernizing technology increased accuracy of detection

WWD System Innovations

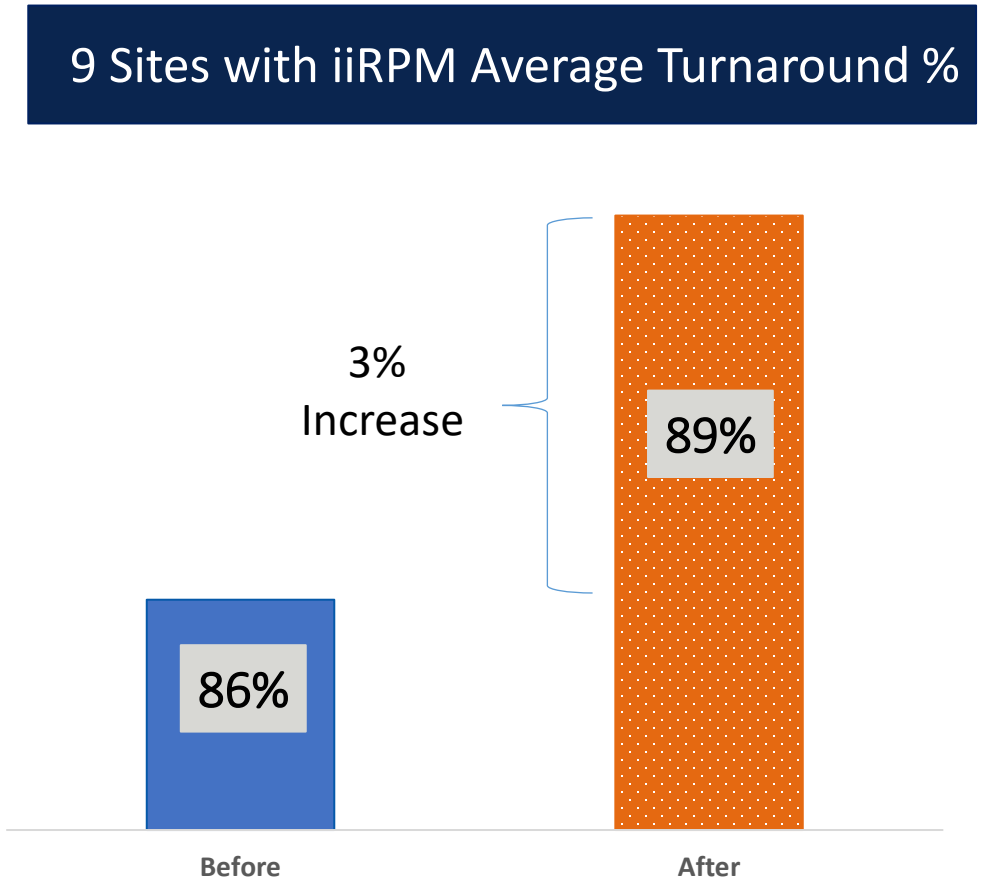
Internally Illuminated Raised Pavement Markers (iiRPM)



WWD System Innovations

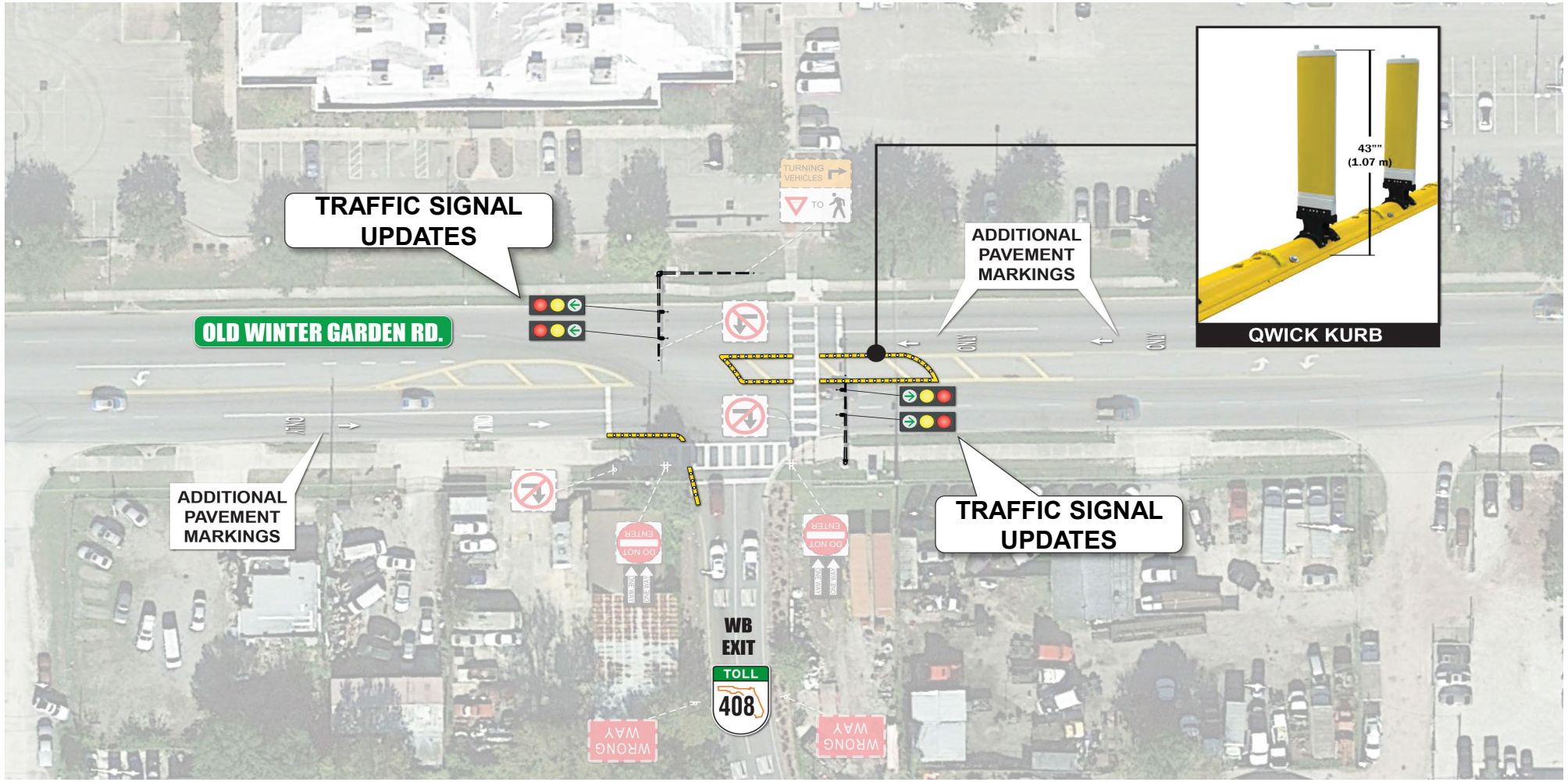
Internally Illuminated Raised Pavement Markers (iiRPM)

- Cost effective and reliable system upgrades
- Increased driver turnaround rate and faster correction at night
- Research recommends expanding deployment of technology



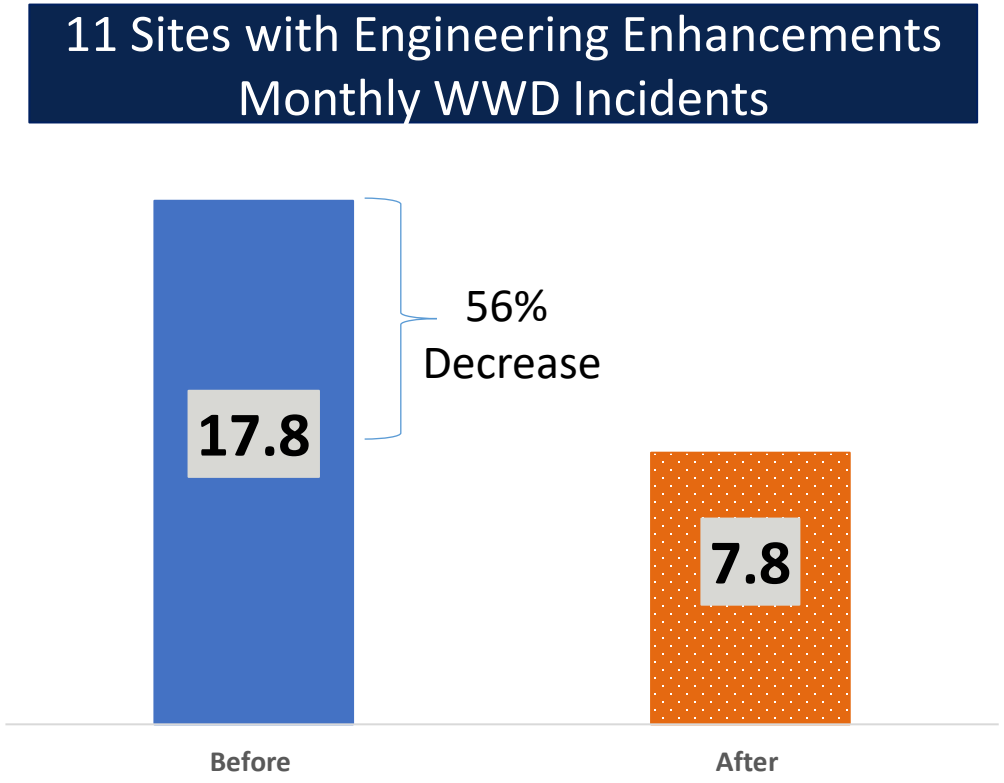
WWD System Innovations

Engineering Enhancements



WWD System Innovations

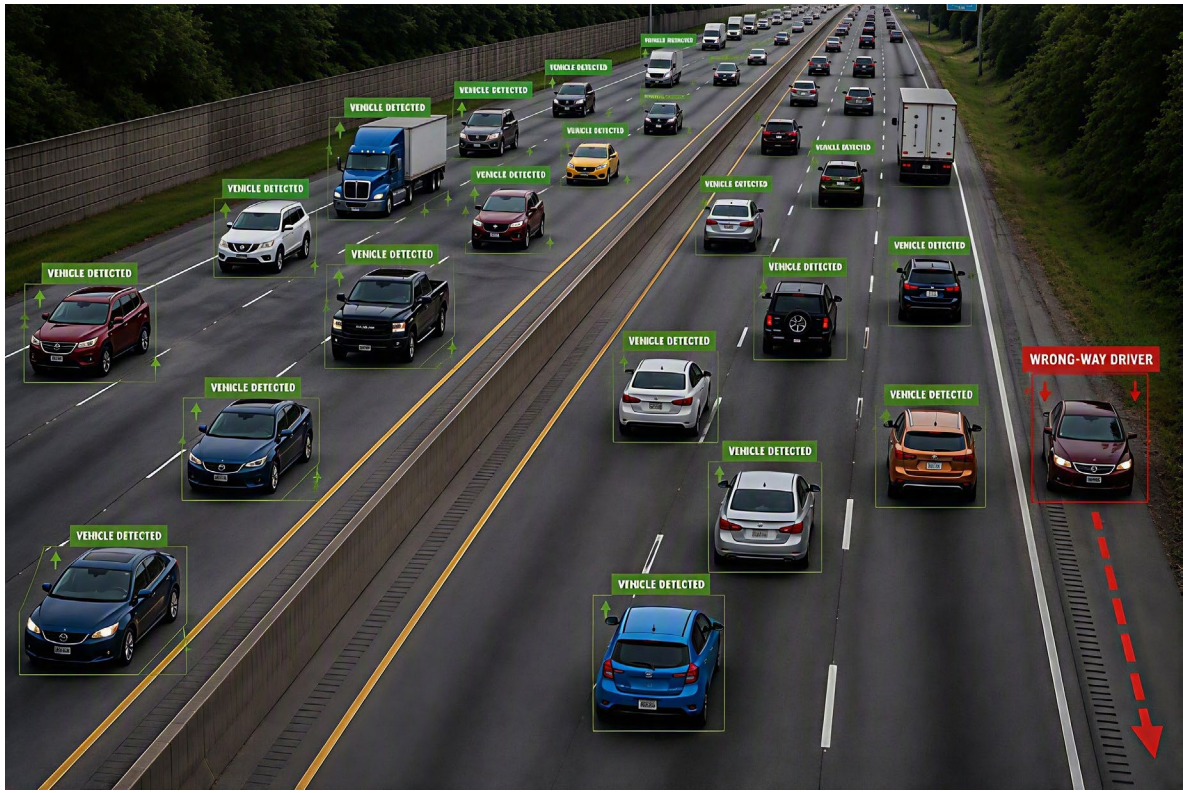
Engineering Enhancements



- Combining technology with engineering enhancements
- Research indicates sites experienced significant improvements
- Expanding enhancements to 20 additional locations

Expanding Detection to the Mainline

- Piloting mainline detection utilizing existing/additional camera assets and computer vision software
- Focusing on approx. five miles of SR 417 between International Dr and John Young Pkwy
- Provides extended visibility to travel path of wrong way drivers



Public Awareness Campaign

Wrong Way Driving

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Thank you

F. 3.

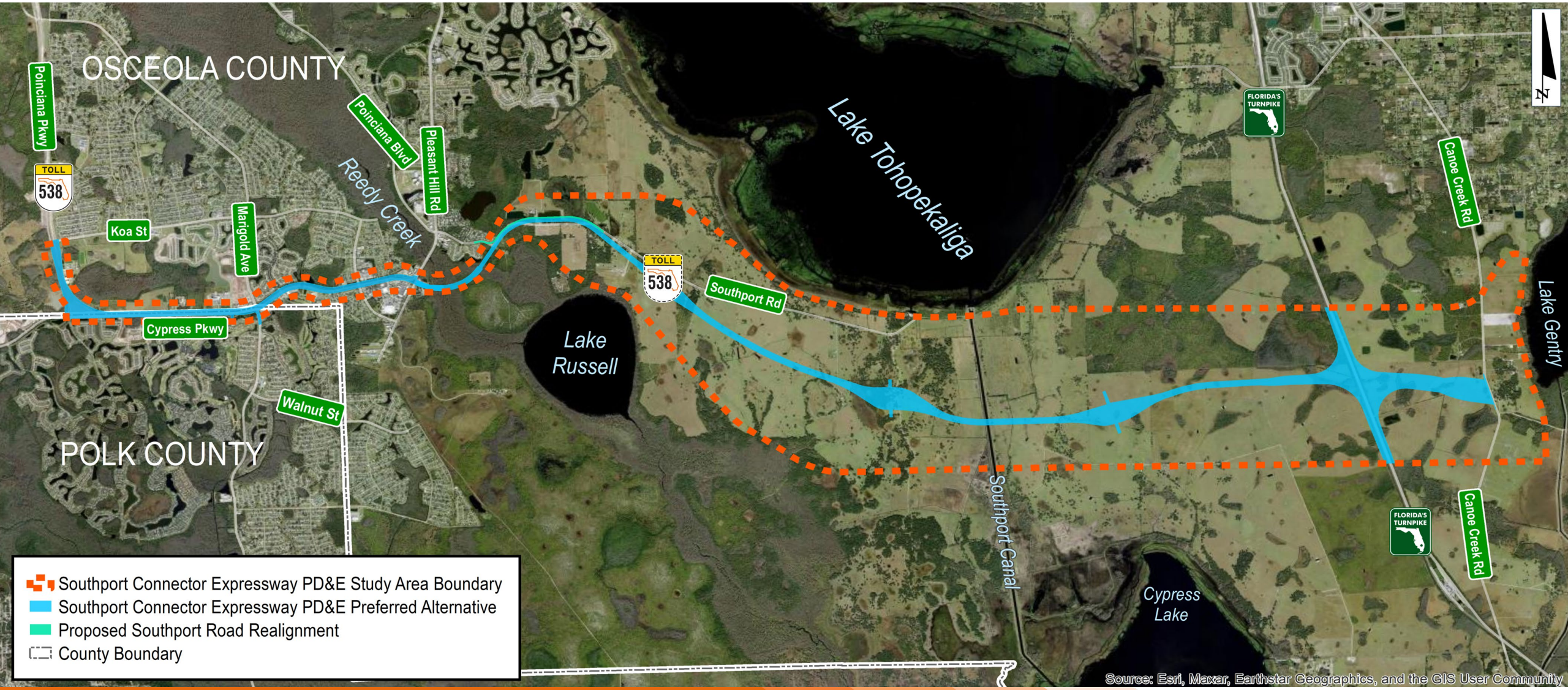
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SR 538 Southport Connector Expressway Project Update

Glenn Pressimone, P.E. | Chief of Infrastructure

August 13, 2026

Approved Preferred Alternative



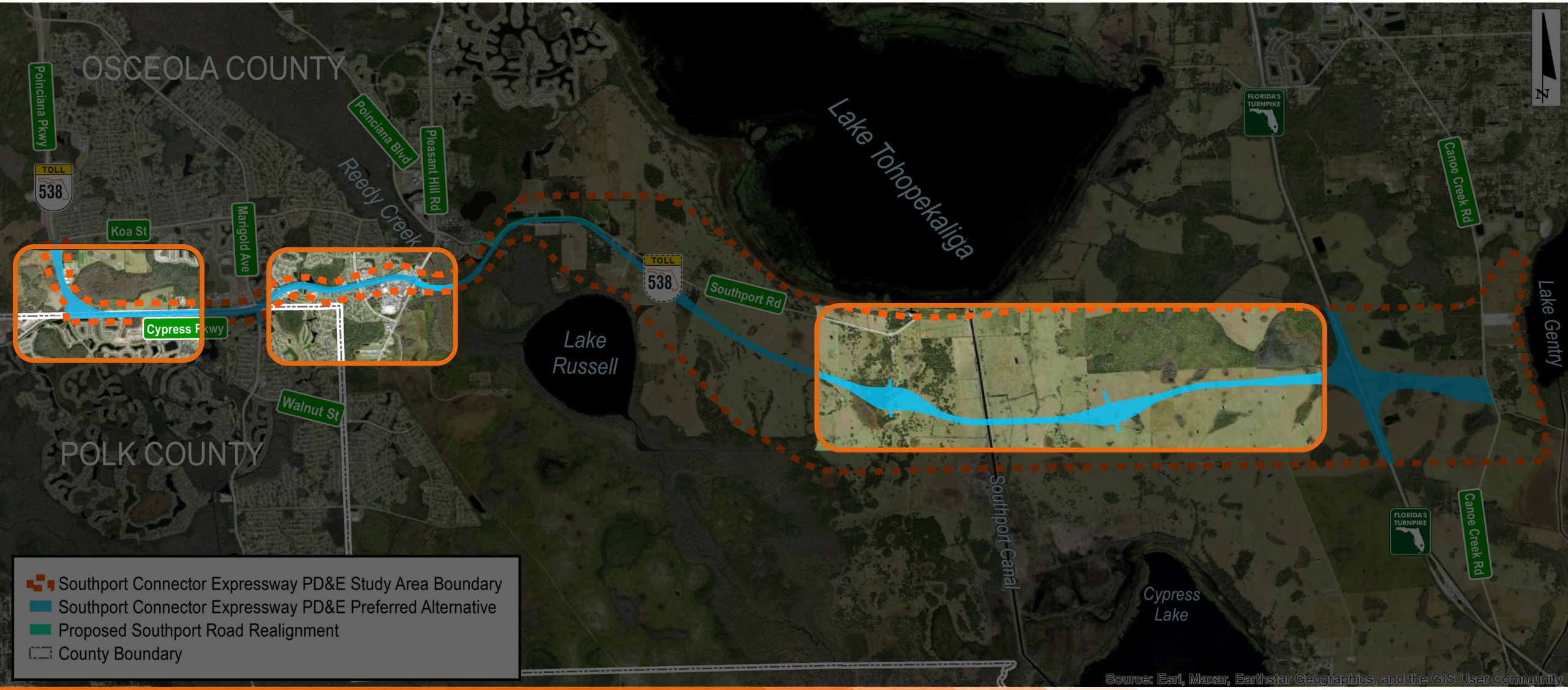
PREFERRED ALTERNATIVE - CONCEPTUAL RENDERING

Approved Preferred Alternative Viability

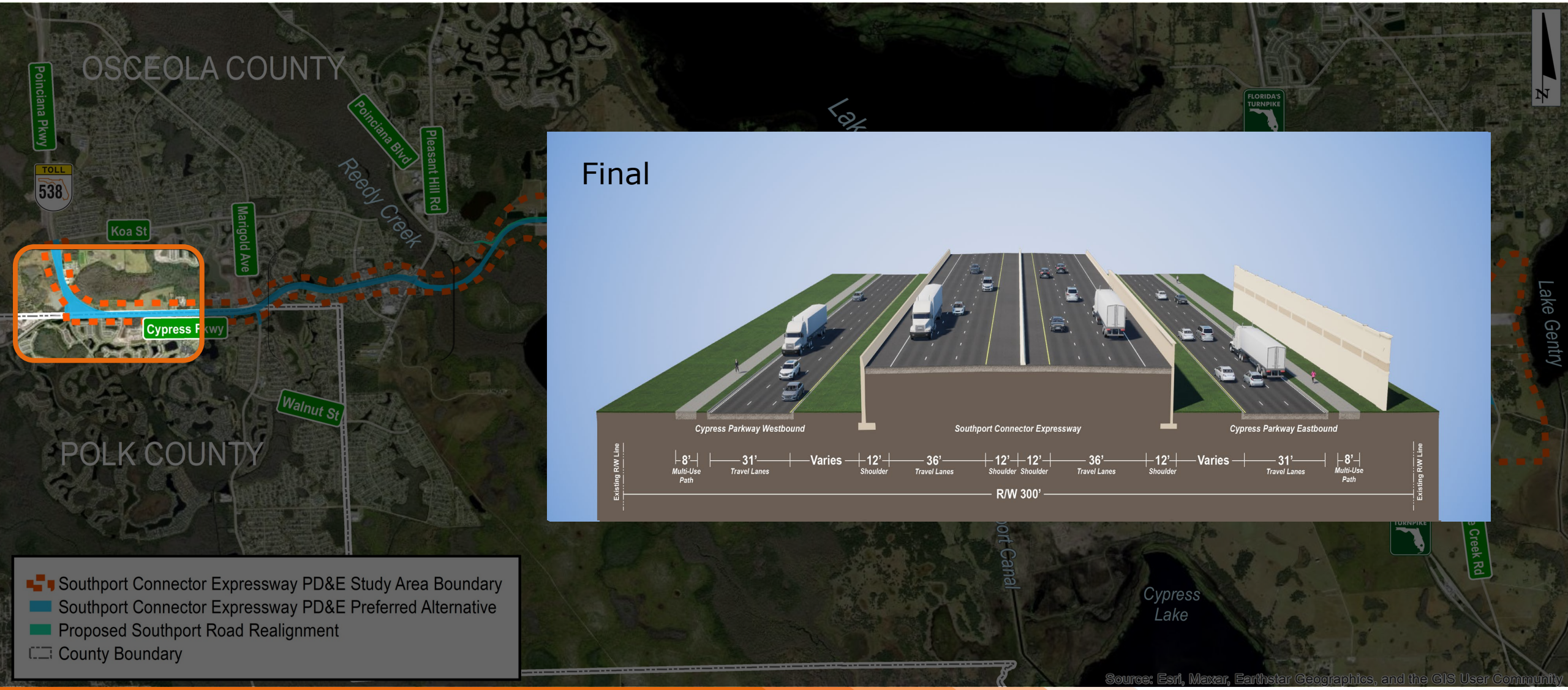
Artist Rendering of the Preferred Alternative in the vicinity of Pleasant Hill Road and Cypress Parkway

Estimated Project Cost	$2.544 Billion
Projected Toll Revenue	$740.7 Million
Viability Percentage	29.1%

Proposed Phased Approach



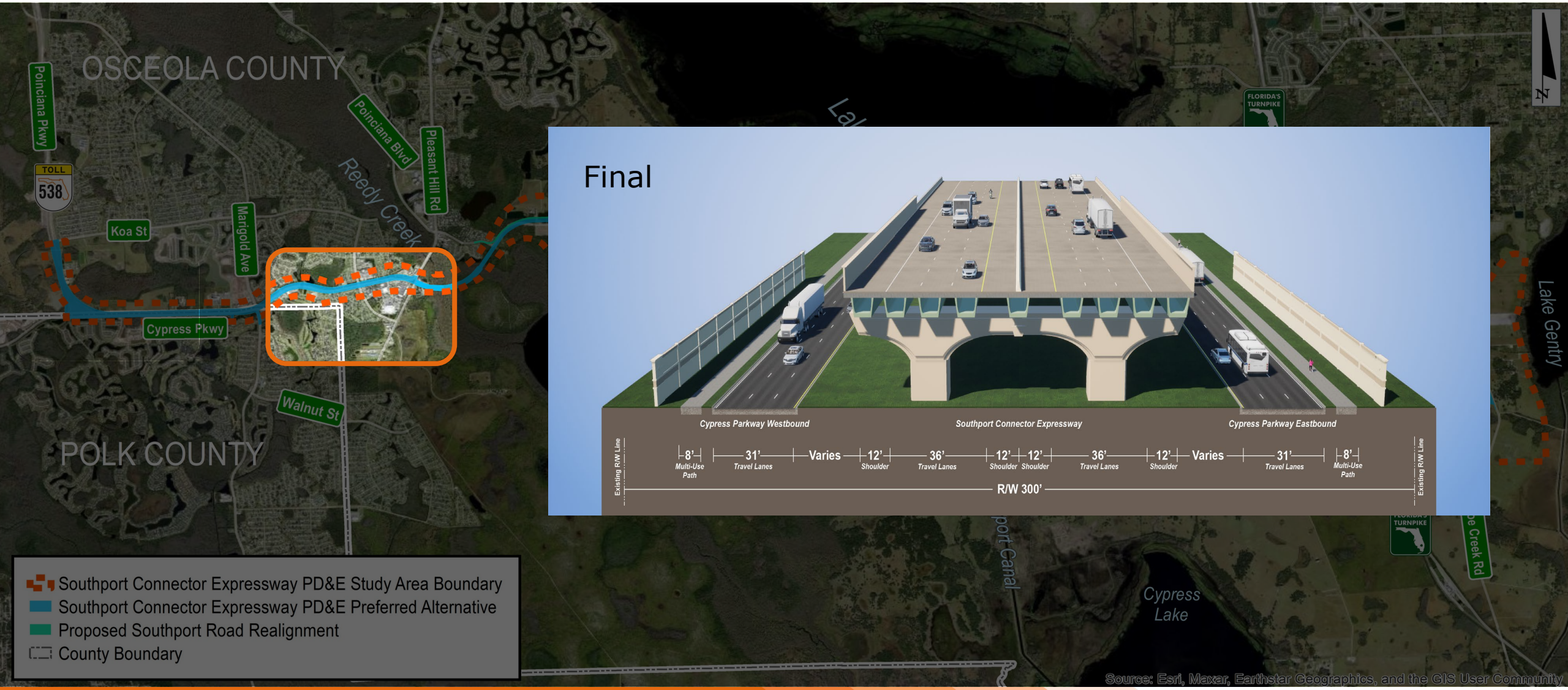
Proposed Phased Approach



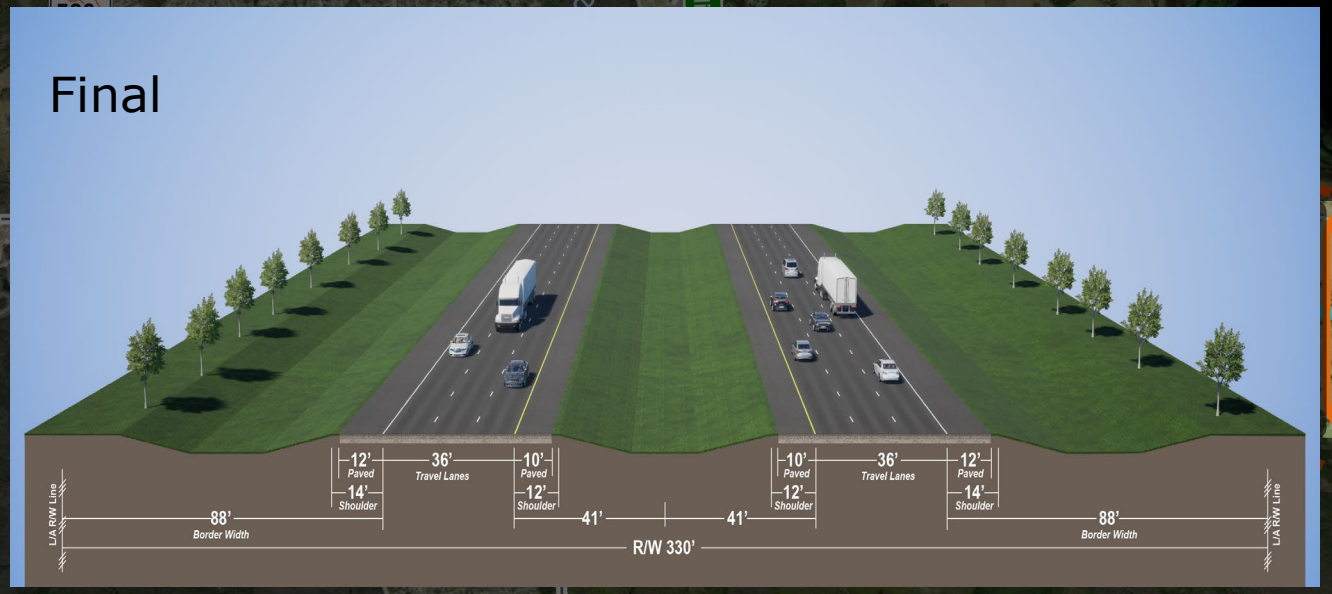
Final

- Southport Connector Expressway PD&E Study Area Boundary
- Southport Connector Expressway PD&E Preferred Alternative
- Proposed Southport Road Realignment
- County Boundary

Proposed Phased Approach



Proposed Phased Approach



OSCEOLA COUNTY

Poinciana Pkwy

Poinciana Blvd

Pleasant H

TOLL

Lake Tohopekaliga

FLORIDA'S TURNPIKE

Canoe Creek Rd

Lake Gentry

Southport Canal

Cypress Lake

FLORIDA'S TURNPIKE

Canoe Creek Rd

N

- Southport Connector Expressway PD&E Study Area Boundary
- Southport Connector Expressway PD&E Preferred Alternative
- Proposed Southport Road Realignment
- County Boundary

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Phased Project Viability

Artist Rendering of the Preferred Alternative in the vicinity of Pleasant Hill Road and Cypress Parkway

Estimated Phased Project Cost	$1.56 Billion
Projected Toll Revenue	$700.1 Million
Viability Percentage	45%

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Thank You