

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**BOARD MEETING**  
**September 14, 2023**  
**9:00 a.m.**

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

**A. CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**B. PUBLIC COMMENT**

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

**C. APPROVAL OF AUGUST 10, 2023 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. **FLEX LANES (FORMALLY PTSU) PROGRESS UPDATE** – *Bryan Homayouni, Director of Intelligent Transportation Systems (info item)*

**G. BOARD MEMBER COMMENT**

**(CONTINUED ON NEXT PAGE)**

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 x5323 or by email at [Lisa.Lumbard@CFXway.com](mailto:Lisa.Lumbard@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

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MINUTES BOARD MEETING August 10, 2023

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

### A. CALL TO ORDER

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

#### Board Members Present:

Mayor Jerry Demings, Orange County (Chairman)  
Christopher "CJ" Maier, Gubernatorial Appointment (Treasurer)  
Mayor Buddy Dyer, City of Orlando  
Commissioner Andria Herr, Seminole County  
Rafael "Ralph" Martinez, Gubernatorial Appointment  
Commissioner Christine Moore, Orange County

#### Board Members Not Present:

Commissioner Brandon Arrington, Osceola County (Vice Chairman)  
Commissioner Tom Goodson, Brevard County  
Commissioner Sean Parks, Lake County  
Vacant, Gubernatorial Appointment

#### Staff Present at Dais:

Michelle Maikisch, Executive Director  
Mimi Lamaute, Board Recording Secretary

#### Others Present at Dais:

Jo O. Thacker, Esquire, Nelson Mullins

#### Non-Voting Advisor Not Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

### B. PUBLIC COMMENT

- Public Comment Speaker

The following members of the public submitted their completed Public Comment form at least 5 minutes prior to the scheduled start of the meeting:

- Kenneth Wharry commented on the SR 417 Airport Connector Project;
  - Erica Trims commented on the SR 417 Airport Connector Project;
  - Frank Loppolo commented on the SR 417 Airport Connector Project; and
  - Darren Gray commented on the SR 417 Airport Connector.
- Written Public Comments

The following individuals submitted written comments which were received during regular business hours at least 48 hours in advance of the meeting and are included as part of these minutes and were distributed to the Board members in advance of the meeting.

- Chelsea LeNoble wrote on the SR 17 Airport Connector Project, attached as **Exhibit "A"**
- Chris Kintner wrote on the SR 417 Airport Connector Project, attached as **Exhibit "B"**

#### **C. APPROVAL OF JUNE 8, 2023 BOARD MEETING MINUTES**

**A motion was made by Mr. Martinez and seconded by Commissioner Herr to approve the June 8, 2023 Board Meeting Minutes as presented. The motion carried unanimously with all six (6) board members in attendance voting AYE by voice vote. Commissioner Arrington, Commissioner Parks and Commissioner Goodson were not in attendance.**

#### **D. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval as follows:

##### **CONSTRUCTION**

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

Project 408-430	S.A. Casey Construction, Inc.	\$ 114,311.12
Project 417-141	Hubbard Construction Company	\$ 1,044,220.42
Project 417-142	Prince Contracting, LLC	(\$ 10,855.02)
Project 429-152	Prince Contracting, LLC	\$ 812,985.93
Project 451-767	Hubbard Construction Company	(\$ 89,811.50)
Project 538-165	The Lane Construction Corporation	\$ 29,532.25
Project 599-649	Chinchor Electric, Inc.	(\$ 45,586.16)
  
2. Approval of Purchase Order to The Lane Construction Corporation for Material Price Index Adjustment for SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165 (Agreement Value: \$408,656.12)

3. Approval of Purchase Order to The Lane Construction Corporation for Material Price Index Adjustment for SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165 (Agreement Value: \$795,585.09)
4. Approval of Final Ranking and Authorization for Negotiations for Construction Engineering and Inspection (CEI) Services for SR 516 Lake/Orange Expressway from Lake/Orange County Line to SR 429, Project No. 516-238, Contract No. 001989

### **ENGINEERING**

5. Approval of Supplemental Agreement No. 3 with Horizon Engineering Group, Inc. for Design Consultant Services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road, Project No. 417-149, Contract No. 001387 (Agreement Value: not-to-exceed \$64,373.31)
6. Approval of Contract Award to Scalar Consulting Group Inc. for Design Consultant Services for SR 429 Binion Road Interchange, Project No. 429-309, Contract No. 001988 (Agreement Value: not-to-exceed \$4,220,000.00)
7. Approval of Contract Award to Chinchor Electric, Inc. for SR 408 Mainline Plaza Sign Updates, Project No. 599-663A, Contract No. 002027 (Agreement Value: \$605,683.06)
8. Approval of Contract Award to Chinchor Electric, Inc. for SR 417 Mainline Plaza Sign Updates, Project No. 599-663B, Contract No. 002029 (Agreement Value: \$697,963.12)
9. Approval of Contract Award to Traffic Control Devices, LLC for Miscellaneous Mainline Plaza Sign Updates, Project No. 599-663C, Contract No. 002030 (Agreement Value: \$693,693.00)
10. Approval of Supplemental Agreement No. 1 with ENRX Corporation for Dynamic Wireless Charging System, Project No. 516-236, Contract No. 001993 (Agreement Value: not-to-exceed \$520,388.00)

### **INTERNAL AUDIT**

11. Acceptance of Internal Audit Reports:
  - a. Fiscal 2023 Ransomware Simulation
  - b. Fiscal 2023 Accounting Controls, System Access and Segregation of Duties Review
  - c. Fiscal 2023 Sustainability Initiatives Review
  - d. Fiscal 2023 Fraud Risk Assessment
  - e. Fiscal 2023 Toll Revenue Audit
  - f. Fiscal 2024 Internal Audit Plan and Charter

### **LEGAL**

12. Approval of Supplemental Agreement No. 1 with Lowndes, Drosdick, Doster, Kantor & Reed P.A. for Right of Way Counsel Services, Contract No. 001792 (Agreement Value: not-to-exceed \$200,000.00)

13. Approval of Supplemental Agreement No. 2 with Durrance & Associates, P.A. for Appraisal Services, Contract No. 001825 (Agreement Value: not-to-exceed \$200,000.00)
14. Right of Way Acquisition Agreement with Eagle Creek Development Corporation, Project: SR 534, Parcel Number: 534-244 (Agreement Value: \$56,500,000.00)

### **MAINTENANCE**

15. Approval of Second Contract Renewal with Aero Grountek LLC for Landscape Maintenance Services – SR 429, SR 528, SR 451 and SR 414, Contract No. 001681 (Agreement Value: \$1,447,787.34)
16. Approval of Supplemental Agreement No. 1 with Louis Berger Hawthorne Services, Inc. for Systemwide Facilities Maintenance Services, Contract No. 001910 (Agreement Value: not-to-exceed \$205,000.00)
17. Approval of Supplemental Agreement No. 1 with Traffic Engineering and Management, LLC d/b/a Control Specialists for Traffic Signal Maintenance Services, Contract No. 001916 (Agreement Value: not-to-exceed \$180,000.00)
18. Approval of First Contract Renewal with AutoBase, Inc. for Road Ranger Safety Service Patrol, Contract No. 001437 (Agreement Value: \$2,227,000.00)

### **RISK MANAGEMENT**

19. Approval of Cyber Insurance Policy with Homeland Insurance Company of New York (Agreement Value: not-to-exceed \$115,000.00)
20. Approval of Insurance Policy with Florida Municipal Insurance Trust (FMIT) (Agreement Value: not-to-exceed \$351,687.00)

### **TECHNOLOGY/TOLL OPERATIONS**

21. Approval of Supplemental Agreement No. 1 with KPMG LLP for Information Technology Consultant Services, Contract No. 001798 (Agreement Value: not-to-exceed \$3,500,000.00)
22. Approval of Third Contract Renewal with Law Enforcement Systems, LLC for Out of State Division of Motor Vehicles (DMV) Lookups, Contract No. 001410 (Agreement value: \$246,832.00)

### **TRAFFIC OPERATIONS**

23. Approval of Final Ranking and Authorization for Negotiations for Systemwide Miscellaneous Intelligent Transportation System Upgrades, Project No. 599-571, Contract No. 002016

**A motion was made by Mr. Maier and seconded by Commissioner Moore to approve the Consent Agenda as presented. The motion carried unanimously with all six (6) board members in attendance voting AYE by voice vote. Commissioner Arrington, Commissioner Parks and Commissioner Goodson were not in attendance.**

## **E. REPORTS**

### **1. CHAIRMAN'S REPORT**

Chairman Demings detailed his trip to Atlanta, GA where he met with the folks at the Federal Transit Administration and visited the offices of Georgia's "The RAY," which is a living laboratory for green and automated, connected, electric, and shared technologies.

### **2. TREASURER'S REPORT**

Mr. Christopher "CJ" Maier reported that as of the end of June 2023 CFX's toll revenue year to date were \$657,000,000, which is 7% over budget and 7% over prior year.

In the month of June 2023, E-PASS customers saved \$10,700,000 through the 2023 State Toll Relief Program and \$64,600,000 total in the first six months of the program.

Total Operations, Maintenance and Administration expenses were \$118,000,000 year-to-date through June, which is 6.4% under budget.

After debt service, the total net revenue available for projects was \$349,000,000.

Mr. Maier noted that due to year-end accruals these are not final numbers.

### **3. EXECUTIVE DIRECTOR'S REPORT**

Ms. Maikisch distributed the Executive Director's Report in written form.

In addition, Ms. Maikisch highlighted the following:

- Ms. Maikisch described her attendance at the grand opening of FDOT and Florida's Turnpike's SunTrax; and
- She announced the 2023 Florida Automated Vehicle (FAV) Summit which will be held September 6-8, 2023 in Tampa, Florida.

## **F. REGULAR AGENDA ITEMS**

### **1. THE CUSTOMER FIRST EXPERIENCE**

Ms. Angela Melton, Director of Customer Experience and Marketing and Mr. David Wynne, Director of Toll Operations, described the customer experience which is centered on the customer first approach.

Ms. Melton detailed products, business channels and how E-PASS interacts with its customers. Mr. Wynne explained E-PASS' world class customer service and how it is delivered to the customer.

The Board Members asked questions, which were answered by Ms. Melton, Mr. Wynne and Ms. Maikisch.

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

2. **CONCEPT, FEASIBILITY AND MOBILITY STUDY (CF&M) FOR THE SR 417 AIRPORT CONNECTOR**

Mr. Dana Chester, Director of Engineering and Ms. Sunsera Gates, Senior Project Manager, VHB presented the Concept, Feasibility and Mobility Study for the SR 417 Airport Connector. Mr. Chester detailed the project background and information on the study area. Ms. Gates described the need for the project, purpose of the project, proposed connector typical section, refined alignment, stakeholder and agency input and public meeting input.

Additionally, Mr. Chester detailed the viability of the CF&M study alignments.

The Board Members asked questions, which were answered by Mr. Chester.

**A motion was made by Commissioner Herr and seconded by Mayor Dyer for approval of the findings for the Concept, Feasibility, and Mobility Study of the SR 417 to Orlando Sanford International Airport Connector, and authorization for staff to initiate a Project Development & Environment (PD&E) Study. The motion carried unanimously with all six (6) board members in attendance voting AYE by voice vote. Commissioner Arrington, Commissioner Parks and Commissioner Goodson were not in attendance.**

3. **WRONG WAY DRIVING SAFETY PROGRAM**

Mr. Bryan Homayouni, Director of Intelligent Transportation Systems gave an update on CFX's Wrong Way Driving Safety Program.

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

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

**G. BOARD MEMBER COMMENT**

There were no Board Member comments.

Chairman Demings announced that the next Board Meeting is scheduled for September 14<sup>th</sup>.

**H. ADJOURNMENT**

Chairman Demings adjourned the Board Meeting at approximately 10:41 a.m.

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Mayor Jerry Demings  
Chairman  
Central Florida Expressway Authority

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Mimi Lamaute  
Recording Secretary  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2023.

*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](mailto: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](http://www.CFXway.com).*



# Exhibit "A"

**Mimi Lamaute**

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**From:** Chelsea LeNoble <chelsea.lenoble@gmail.com>  
**Sent:** Monday, August 7, 2023 8:29 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Public Comment Regarding 417 Connector

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Honorable Chairman and Members of the Central Florida Expressway Authority Governing Board,

I am writing to request that you **please reject**, in its entirety, the feasibility study regarding a connector from 417 to Red Cleveland Boulevard.

I have lived next to airports my whole life: TMB, DED, MLB, GVL, and now SFB. My mother works at an aviation school in south FL, I worked at a naval air warfare center during college & graduate school, and I was previously faculty at an aeronautical university. As an American citizen, I am proud of the rich history of aeronautics and aviation achievements in our country and in our state. Aviation is something that has always brought joy to myself and my family. So, for me to say that this is the first time that I have ever felt like decisions being made at an airport are threatening my well-being and quality of life and inspiring disappointment and disbelief, is something that I am not sure many can comprehend—as its comprehension escapes even me.

Now, I am one of the homeowners that in 2019 purchased a new home in Kensington Reserve, a subdivision within the study area. One of the most appealing aspects of purchasing this home was that over a dozen acres of land within the community owned by the HOA are protected by a SJRWMD conservation easement. Under this proposal, our community as well as the D.R. Horton subdivision next to us, will have an elevated road in our backyards. We were told by our builder, with information backed by the State of Florida, that a conservation easement means that the protections provided by the SJRWMD would be in perpetuity. Suddenly, this study proposes nearly all its alignments will cut directly through our conservation area.

Aviation has always been about taking human quality of life to new heights and helping people connect to one another in ways far beyond the capabilities of any other form of transportation to date. It has been rooted in the most cutting-edge science and engineering. Aviation is an inspiration in not just what is possible, but also what is safely possible. That is why it is considered a high-reliability industry. Therefore, I cannot understand is how it could be within the spirit of American Aviation to entertain the notion of this connector study given everything we know about the needs of the community and the risks of a highway cutting through economically-, safety-, and well-being-critical wetlands, let alone newly rooted family and communities who have already been affected by natural hazards. Even before the hurricanes, our calls and pleas to address existing flooding have been ignored by the city, county, and water management district representatives. The existing retention ponds within the study area have a documented history of failing and contributing to catastrophic flooding. We cannot see how the removal of more wetlands will be anything but a creation of new hazards given that significantly less expensive alternatives than this proposed SR417 connector *must* exist.

I was told by the study team that the more direct route to the airport at the already existing SR417 exit 50 interchange was dismissed as inconvenient due to a preference for cargo transportation in that area. Rather than choose the most direct (albeit slightly less convenient to the airport) route that would save several more miles and minutes of commute, the study instead is built upon parameters that contradict the purported purpose of increasing connectivity to the airport. Similarly, I have heard arguments that we are claiming, "Not in my backyard," a phrase used to describe uninformed individuals who think they have a say over public land. On the contrary, we are asking for the land to be used the way it was originally promised: a conservation easement reflecting that the state values and intends to forever protect these critically important and critically imperiled wetlands. This is why I sincerely request that the Board decides to protect this promise and elect to not move ahead with the PD&E study.

As the growth of our area means that Lake Mary Boulevard will inevitably be expanded to 6 lanes, any short-term benefit from this proposed SR417 connector will be erased by such projects. Already, the expansion of the SR 417 Exit 49 has alleviated all of the traffic issues at that intersection. However, the financial and quality-of-life damage to the residents and the SJRWMD conservation area—in a region plagued by a long history of poor environmental decisions and severe consequences carried on the backs of residents and citizens—will be irreversible. Just as my fellow residents and I have invested in Seminole County with the

understanding that the State protections of this conservation area were in perpetuity, I ask that you honor the trust, faith, and investment we have put in you to make a decision that rejects this project entirely.

I still value the lessons I've gained from a life inspired by aviation achievements. One of these lessons that I've always believed in is to never give up when something better is just over the horizon, even when it feels far away and out of reach. This is why I am hopeful that you all will consider our situation, **reject this project**, and allow Seminole County and the Airport to consider other solutions that do not result in negative impacts on the hundreds of residents in these two subdivisions.

Thank you for your time and consideration.

Sincerely,

Chelsea LeNoble  
Resident, Kensington Reserve, City of Sanford, Seminole County

# Exhibit "B"

**Mimi Lamaute**

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**From:** cskintner@gmail.com  
**Sent:** Monday, August 7, 2023 11:41 AM  
**To:** Public.comment@cfxway.com  
**Subject:** Public Comment Regarding 417 Connector

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Honorable Chairman and Members of the Central Florida Expressway Authority Governing Board,

I am writing regarding your consideration of a feasibility study regarding a connector from 417 to Red Cleveland Boulevard.

I am asking that you please reject this project in its entirety.

I am one of the homeowners that in 2021 purchased a new home in Kensington Reserve, a recently completed subdivision. My lot, along with many others here, came with a premium for being located adjacent to a conservation area that is currently protected by a SJRWMD easement and is owned by the HOA. As you may know, residents in the neighboring Concorde subdivision by DR Horton (which has just recently started construction on its first homes) are in the same situation - with homes currently being constructed that will, under this proposal, have an elevated road in their backyards. That subdivision plat is not reflected in this study and so I don't believe the full effect is being shown - but these future residents are currently building homes and many be unaware this study is even underway (as the public notices would go to DR Horton until the homes are occupied).

Those of us who purchased these homes on or near this conservation area did so believing that the protections provided by the SJRWMD would allow us the enjoyment of our homes in perpetuity, only to later see this study proposed a short time later that proposes nearly all of its routes directly through this conservation area.

This is not a case of NIMBYism where residents hope a commercially zoned property remains vacant - those of us who purchased homes here did so knowing this easement meant the state valued this land and we all sincerely hope that will continue to be the case. The first step to protecting this promise, I hope, will be this Board electing not to move ahead with the PD&E study.

There has been an argument that this road will benefit residents by lessening traffic on East Lake Mary Boulevard. For anyone not familiar with this area, it is a fast growing area with dozens of projects planned and permitted - East Lake Mary Boulevard will inevitably be expanded to 6 lanes. Any short-term benefit from this connector will be erased as these projects come online but the financial and quality-of-life damage to the residents and to the conservation area in a region where natural areas dwindle by the day will be irreversible.

I am supportive of the growth of the airport. I fully understand that East Lake Mary Boulevard will someday needs to be expanded to 6 lanes to support the traffic generated by the new development in this area as well as the airport. But the impact of this specific connector from 417 to Red Cleveland Boulevard falls squarely on the backs of residents who invested in Seminole County with the understanding that the State protections of this conservation area were in perpetuity.

Further, this proposal only provides ease of access for those residents coming from the South - and while certainly many people travel to SFB that way, the newly expanded MCO (along with a SunRail connection) will be competing for those travelers as well. This would be a very expensive and painful way to support SFB - when surely other alternatives exist.

I hope that you all will consider our situation, reject this project, and allow Seminole County and the Airport to consider other solutions that do not result in negative impacts on the hundreds of residents in these two subdivisions.

Chris Kintner  
Sanford and Seminole County Resident  
Kensington Reserve Subdivision

**D.**

Consent Agenda

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA

September 14, 2023

### CONSTRUCTION

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

Project 408-763	Preferred Materials, Inc.	(\$ 517,045.62)
Project 417-142	Prince Contracting, LLC	\$ 7,498.32
Project 429-152	Prince Contracting, LLC	\$ 203,148.06
Project 429-154	The Middlesex Corporation	\$ 670,463.43
Project 528-160	Ranger Construction Industries, Inc.	\$ 211,487.13
Project 538-165A	The Lane Construction Corporation	(\$ 34,494.41)
2. Approval of Purchase Order to Hubbard Construction Company for Material Price Index Adjustments for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: \$668,607.30)
3. Approval of Purchase Order to Dura-Stress, Inc. for Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: \$338,376.96)
4. Approval of Purchase Order to Dura-Stress, Inc. for Material Price Index Adjustment for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project No. 417-142 (Agreement Value: \$397,797.70)
5. Approval of Purchase Order to The Lane Construction Corporation for Material Price Index Adjustments for SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165 (Agreement Value: \$307,714.90)
6. Approval of Second Contract Renewal with Hill International, Inc. for Construction Management Consultant Services, Contract No. 001498 (Agreement Value: \$900,000.00)

### ENGINEERING

7. Approval of Contract Award to Chinchor Electric, Inc. for Systemwide Wrong Way Driving Prevention, Project No. 599-659, Contract No. 002015 (Agreement Value: \$387,407.94)
8. Approval of Final Ranking and Authorization for Negotiations for Professional Engineering Consultant Services for the Project Development and Environmental (PD&E) Study of the Northeast Connector Expressway Phase 2, Project No. 599-247, Contract No. 002025
9. Approval of Supplemental Agreement No. 7 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414 – Post Design Services, Project No. 429-153, Contract No. 001396 (Agreement Value: not-to-exceed \$499,443.74)

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **LEGAL**

10. Approval of Pinel & Carpenter, Inc. as a Subconsultant to Nelson Mullins Riley & Scarborough LLP for Right of Way Counsel Services, Contract No. 001477

## **MAINTENANCE**

11. Approval of Safety Systems Barricades and Taylor's Custom Services, LLC as Subcontractors to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services, Contract No. 001151
12. Approval of Supplemental Agreement No. 2 with Kone, Inc. for Maintenance of CFX Headquarters' Elevators, Contract No. 001190 (Agreement Value: not-to-exceed \$15,000.00)
13. Approval of High Five Solutions LLC and La Roka Company Inc. as Subcontractors to Aero Groundtek LLC for Landscape Maintenance Services, Contract Nos. 001680 and 001681
14. Approval of Supplemental Agreement No. 2 with Louis Berger & Associates, Inc. for Systemwide Facilities Maintenance Services, Contract No. 001910 (Agreement Value: not-to-exceed \$325,000.00)
15. Approval of Contract Award to Aero Groundtek LLC for Landscape Maintenance Services for SR 408, SR 417, CFX Headquarters and Magnolia Service Center, Contract No. 002024 (Agreement Value: \$5,583,100.06)

## **PUBLIC OUTREACH/COMMUNICATIONS**

16. Approval of Environmental Transportation Planning, LLC and ARC Document Solutions, LLC as Subconsultants to Quest Corporation of America, Inc. for Public Information Services, Contract No. 001935

## **RISK MANAGEMENT**

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

## **TECHNOLOGY/TOLL OPERATIONS**

18. Approval of Supplemental Agreement No. 2 with Cathedral Corporation for Toll Operations Printing and Mailing Services, Contract No. 001604 (Agreement Value: not-to-exceed \$17,230,391.87)
19. Approval of Purchase Order to SHI International Corporation for Microsoft Office 365, Windows Server and Database Licenses (Agreement Value: not-to-exceed \$281,441.70)
20. Approval of Purchase Order to SHI International Corporation for Striim Software and Support Services (Agreement Value: not-to-exceed \$55,965.84)

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## TRAFFIC OPERATIONS

21. Approval of Supplemental Agreement No. 1 with Adam Ayed Enterprises LLC d/b/a AATR Orlando for Incident Relocation and Clearance Services, Contract No. 001881 (Agreement Value: not-to-exceed \$90,000.00)
22. Approval of Supplemental Agreement No. 1 with Johnson's Wrecker Service, Inc. for Incident Relocation and Clearance Services, Contract No. 001882 (Agreement Value: not-to-exceed \$90,000.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from: August 13, 2023 through September 10, 2023
  1. 417-178: SR 417 Widening from SR 528 to SR 408 PD&E Study
  2. 528-307: Design Consultant Services for SR 528 Dallas Boulevard Interchange
  3. 599-416C & 599-421B: CFX East District Facility Renovation & Magnolia Service Center Parking Lot - Phase II – Construction
  4. Out Parcel Mowing – SR 414, SR 429, SR 451 & SR 453
  5. Workday Enterprise Resource Planning Implementation Services

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

- B. The following is a list of anticipated advertisements (3-4 month look ahead)
  1. 408-175: SR 408 Widening from I-4 to Goldenrod Road – Design
  2. 417-246A: SR 417 Seminole Expressway Airport Connector PD&E Study
  3. 417-833: SR 417 Widening Landscape Installation, Econ Trail to Seminole County Line
  4. 429-715: SR 429 and West Road Signal Replacement - Construction
  5. 516-236: Lake/Orange Expressway from US 27 to West of Cook Road – CEI Services
  6. 516-238: SR 516 Segment 3 – Lake/Orange Expressway from County Line to SR 429 – Construction
  7. 528-172: SR 528 West Mainline Data Collection Gantries - Construction
  8. 528-778: SR 528 Bridge Improvements - Construction
  9. 599-407: SR 408/417 Mainline Photovoltaic Deployment – Design/Build
  10. 599-426: Systemwide Generator Replacements
  11. 599-765: Systemwide Toll Plaza Facia and Roof Replacements – Construction
  12. CFX Sustainability Report Update
  13. D/M/WBE Co-Financial Advisor
  14. Disclosure Counsel Services
  15. Investment Banking/Underwriting Services
  16. Pressure Washing of Bridges SR 414, SR 429, SR 451 & SR 453
  17. Roadway and Bridge Asset Maintenance for SR 408, SR 417 & SR 528
  18. Systemwide Aquatic Vegetation Control Services
  19. Systemwide Construction Engineering and Inspection Services – CEI Services



**CONSENT AGENDA ITEM  
#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MEMORANDUM**

TO: CFX Board Members

FROM: Ben Dreiling, P.E.  
Director of Construction

DATE: August 25, 2023

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 (\$) September 2023	Total Amount (\$) to Date*	Time Increase or Decrease
408-763	Preferred Materials, Inc.	SR 408 Resurfacing Yucatan Dr to SR 417	\$ 7,056,075.11	\$ -	\$ (517,045.62)	\$ 6,539,029.49	0
417-142	Prince Contracting, LLC	SR 417 Widening from John Young Pkwy to Landstar Blvd	\$ 116,845,417.00	\$ 1,054,236.61	\$ 7,498.32	\$ 117,907,151.93	11
429-152	Prince Contracting, LLC	SR 429 Widening from Florida's Turnpike to West Rd	\$ 177,987,429.00	\$ 1,318,448.87	\$ 203,148.06	\$ 179,509,025.93	0
429-154	The Middlesex Corporation	SR 429 Widening from Tilden Road to Florida's Turnpike	\$ 97,659,429.92	\$ -	\$ 670,463.43	\$ 98,329,893.35	0
528-160	Ranger Construction Industries, Inc.	SR528 Widening from Narcoossee to SR417	\$ 15,844,749.27	\$ 164,425.12	\$ 211,487.13	\$ 16,220,661.52	60
538-165A	The Lane Construction Corporation	SR 538 Pond 4-2 Reshaping	\$ 1,858,587.90	\$ 85,527.81	\$ (34,494.41)	\$ 1,909,621.30	38
<b>TOTAL</b>					\$	541,056.91	

\* 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 408-763: SR 408 Resurfacing From Yucatan Drive to West of SR 417**  
**Preferred Materials, Inc.**  
**SA 408-763-0923-01**

Adjustments to Final Quantities for Completed Contract Items

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

INCREASE THE FOLLOWING ITEMS:

Optional Base, Base Group 05	\$	137.00
Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$	18,665.44
Roadway Repair, Emergency Base Repair Contingency	\$	13,872.45
Asphalt Concrete Friction Course, FC-5, PG 76-22	\$	19,593.24
Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22	\$	13,907.06
Concrete Curb & Gutter, Type F	\$	1,274.00
Single Post Sign, F&I Ground Mount, 12-20 SF	\$	1,940.00
Single Post Sign, F&I Barrier Mount Index 700-013, 12-20 SF	\$	9,525.00
Single Post Sign, Remove	\$	1,060.00
Thermoplastic, Preformed, White, Message	\$	38,080.00
Pavement Marking - Preformed Tape, White, Solid, 8"	\$	746.48
Pavement Marking - Preformed Tape, Alternating White/Black, Skip, 12"	\$	644.33

DECREASE THE FOLLOWING ITEMS:

Maintenance of Traffic For Emergency Base Repair Contingency	\$	(48,559.14)
Milling Exist Asph Pavt, 1" Avg Depth	\$	(15,876.20)
Milling Exist Asph Pavt, 1 1/2" Avg Depth	\$	(46,195.50)
Superpave Asphaltic Concrete, Traffic C, PG 76-22	\$	(391,334.05)
Miscellaneous Asphalt Pavement	\$	(300.00)
Ground-In Rumble Strips, 16"	\$	(9,659.09)
Performance Turf, Sod	\$	(3,588.00)
Conduit, F&I, Directional Bore	\$	(1,118.00)
Retro-Reflective Pavement Markers (RPMs)	\$	(633.50)
Pavement Marking - Preformed Tape, White, Solid, 18"	\$	(2,349.00)
Pavement Marking - Preformed Tape, Yellow, Solid, 6"	\$	(1,998.23)
Pavement Marking - Preformed Tape, Contrast, Solid, 9"	\$	(16,867.16)
Pavement Marking - Preformed Tape, Contrast, Skip, 9"	\$	(1,650.09)

DELETE THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary-Contingency	\$	(275.00)
Guardrail - Reset	\$	(240.00)
Thermoplastic, Standard, White, Message	\$	(6,840.00)
Thermoplastic, Standard, White, Arrow	\$	(8,060.00)
Allowance For Disputes Review Board	\$	(30,000.00)
Work Order Allowance	\$	(300,000.00)

SUBTOTAL THIS CHANGE: \$ (766,097.96)

Preformed Thermoplastic Pavement Marking Arrows

Costs associated with furnishing and installing preformed thermoplastic pavement marking arrows.

ADD THE FOLLOWING ITEMS:

Preformed Thermoplastic Pavement Marking Arrows	\$	52,923.20
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Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. Adjustments were made only if the current fuel price is greater than or less than 5% of the bid fuel price. In accordance with the contract specifications, the Engineer has calculated this adjustment for the period of October 2021 - June 2023. The bid month was July 2021. During this period of time \$6,539,029.49 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

Fuel Price Index Adjustments: October 2021 - June 2023	\$	59,606.17
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Bituminous Price Index Adjustments

The contract contains provisions for bituminous price index adjustments. Adjustments were made only if the current asphalt price index was greater than or less than 5% of the bid asphalt price index. In accordance with the terms of the contract, the Engineer has calculated the adjustments for the project for the period of October 2021 - June 2023.

ADD THE FOLLOWING ITEMS:

Bituminous Price Index Adjustments: October 2021 - June 2023	\$	117,111.55
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Milling of Friction Overlap on Existing Shoulder

Additional milling required to remove existing friction overlap where shoulder milling and resurfacing was eliminated from the contract.

ADD THE FOLLOWING ITEMS:

Milling of Friction Overlap on Existing Shoulder	\$	19,411.42
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**TOTAL AMOUNT FOR PROJECT 408-763**

**\$ (517,045.62)**

**Project 417-142: SR 417 Widening from John Young Pkwy to Landstar Blvd**  
**Prince Contracting, LLC**  
**SA 417142-0923-08**

Hurricane Ian

The Contractor's operations were affected by preparations for Hurricane Ian and restorations after the storm had passed. The Contract affords CFX the opportunity to consider a time extension for circumstances related to a declared State of Emergency. Additional costs are related to removal and replacement of MOT devices as directed by CFX.

ADD THE FOLLOWING ITEMS:

Remove and replace MOT devices for Hurricane Ian \$ 7,498.32

Increase Contract Time 11 Non-Compensable Calendar Days

**TOTAL AMOUNT FOR PROJECT 417-142**

**\$ 7,498.32**

**Project 429-152: SR 429 Widening from Turnpike to West Rd**  
**Prince Contracting, LLC**  
**SA 429-152-0923-05**

Construct Tall Grade Separated Barrier Wall

Revise barrier wall from short grade to tall grade in accordance with direction by the Engineer of Record.

ADD THE FOLLOWING ITEM:

Dowel in Rebar \$ 10,734.98

INCREASE THE FOLLOWING ITEM:

Median Concrete Barrier, Tall Grade Separated \$ 61,920.00

DECREASE THE FOLLOWING ITEM:

Median Concrete Barrier, Short Grade Separated \$ (25,800.00)

SUBTOTAL THIS CHANGE:

\$ 46,854.98

Survey and Additional Maintenance of Traffic

Perform survey of milling control point and associated maintenance of traffic.

ADD THE FOLLOWING ITEM:

Survey and Additional Maintenance of Traffic \$ 24,957.69

Dynamic Message Sign Relocation

Relocate a dynamic message sign to a temporary location to allow for maintenance of the fiber optic network.

ADD THE FOLLOWING ITEM:

Dynamic Message Sign Relocation \$ 37,800.00

Temporary Critical Wall Construction Revision

The size of the temporary critical walls for the inside widening at SR 50, Turnpike and Plant Street was increased to accommodate the necessary depth of excavation.

ADD THE FOLLOWING ITEM:

Temporary Critical Wall Construction Revision (Unilateral) \$ 93,535.39

**TOTAL AMOUNT FOR PROJECT 429-152**

**\$ 203,148.06**

**Project 429-154: SR 429 Widening from Tilden Road to Florida's Turnpike**  
**The Middlesex Corporation**  
**SA 429-154-0923-01**

Embedded Spare Conduit

Adjust the original plan quantities associated with additional embedded conduit and junction boxes within the concrete median barrier per Plan Revision No. 2.

INCREASE THE FOLLOWING ITEM:

Conduit, F&I, Embedded Concrete Barriers and Traffic Railings	\$	407,937.60
Junction Box, Furnish & Install, Embedded	\$	26,600.00

SUBTOTAL THIS CHANGE:	\$	434,537.60
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Milling Control Point Survey

Provide an elevation survey of the proposed milling control point throughout the project limits.

ADD THE FOLLOWING ITEM:

Milling Control Point Survey	\$	81,252.11
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Median Drainage Inlet Size Increase

Increase the size of twelve (12) median drainage inlets as identified in Plan Revision 3.

ADD THE FOLLOWING ITEM:

Median Drainage Inlet Size Increase	\$	34,314.79
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Pavement Repair

Repair a section of the northbound SR 429 outside lane due to yielding of the existing pavement.

ADD THE FOLLOWING ITEM:

Pavement Repair	\$	24,856.70
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Adjust Fiber Optic Cable

Adjust the existing fiber optic cable below the asphalt shoulder to prevent damage to the network during the jack and bore operation for stormwater pipe.

ADD THE FOLLOWING ITEM:

Adjust Fiber Optic Cable	\$	28,727.79
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Directed Pre & Post Work for Hurricane Ian

Executive Order Numbers 22-218 & 22-219 declaring a state of emergency were issued for Hurricane Ian. The Contractor implemented their Hurricane Preparedness Plan pursuant to standard specifications. The Contractor incurred additional costs to remove and reinstall MOT devices and perform additional desilting throughout the project limits due to impacts from the hurricane.

ADD THE FOLLOWING ITEM:

Hurricane Ian, Pre & Post MOT

\$ 66,774.44

**TOTAL AMOUNT FOR PROJECT 429-154**

**\$ 670,463.43**



**Project 528-160: SR 528 Widening from Narcoossee Road to SR 417**  
**Ranger Construction Industries, Inc.**  
**SA 528-160-0923-02**

Existing Lighting Assessment Quantity Adjustments

Adjust the estimated plan quantities for lighting repair bid items to reflect actual quantities based on field observations made during the existing lighting assessment.

INCREASE THE FOLLOWING ITEM:

Replace Existing Pole Cable Distribution, Ground Mount	\$	52,900.00
Replace Existing Pole Cable Distribution System	\$	4,732.50
F&I Ground Rod Assembly	\$	6,316.80
Strain Relief Fittings	\$	1,644.00
Duct Sealant	\$	4,680.00
Concrete Apron For Light Pole/Pull Box	\$	9,786.00

DECREASE THE FOLLOWING ITEM:

Removal and Replacement Of Split-Bolt Electrical Splices	\$	(1,262.00)
Adjust Pole Cable Distribution Slack	\$	(568.80)

DELETE THE FOLLOWING ITEM:

Replace Surge Arrestor To Existing MG Square Pole Cable Distribution System	\$	(4,920.00)
Replace Lighting Pull Box Lid	\$	(4,704.00)
Replace Existing Lighting Contractor	\$	(14,520.00)

SUBTOTAL THIS CHANGE: \$ 54,084.50

Sign Structure Foundation Changes

Furnish and install four (4) full depth drilled shaft casings and construct a spread footer for the foundation of sign structure OT-3 LT as detailed in Plan Revision 5.

ADD THE FOLLOWING ITEM:

Sign Structure Foundation Changes	\$	157,402.63
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Increase Contract Time 60 Calendar Days

**Total Amount For Project 528-160** **\$ 211,487.13**

**Project 538-165A: Poinciana Parkway Pond 4-2 Re-Shaping**  
**The Lane Construction Corporation**  
**SA 538-165A-0923-02**

Adjustments to Final Quantities for Completed Contract Items

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

DECREASE THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary (Contingency)	\$	(250.00)
Mowing	\$	(5,700.00)
Pipe Culvert, Optional Material, Round, 24" S/CD	\$	(7,020.00)
Allowance for Dispute Review Board	\$	(15,000.00)
Work Order Allowance	\$	(150,000.00)

SUBTOTAL THIS CHANGE: \$ (177,970.00)

Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. Adjustments are made only if the current month fuel price is greater or less than 5% of the bid/base fuel price. In accordance with the terms of the contract, the Engineer has calculated this adjustment for the period of October 2022 through June 2023. During this period of time \$1,774,893.35 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

Fuel Price Index Adjustments - October 2022 through June 2023	\$	(43,242.06)
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Adjust Plan Quantities in Accordance with Plan Revision

The Engineer of Record revised the plan quantities for regular excavation and performance turf. The character of work of the additional excavation was not consistent with the original contract work.

INCREASE THE FOLLOWING ITEMS:

Regular Excavation	\$	96,882.50
Performance Turf, Sod	\$	60,025.15

ADD THE FOLLOWING ITEM:

Increased Scope Related to Additional Regular Excavation	\$	29,810.00
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SUBTOTAL THIS CHANGE: \$ 186,717.65

Increase Contract Time **38** Calendar Days


**TOTAL AMOUNT FOR PROJECT 538-165A** **\$ (34,494.41)**

**CONSENT AGENDA ITEM  
#2**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, P.E.  
Director of Construction 

DATE: August 25, 2023

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

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Board approval is requested to issue a purchase order to Hubbard Construction Company for \$668,607.30 for material price index adjustments for the SR 417 Widening from International Drive to John Young Parkway Project.

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

The following items have been adjusted: Aluminum, Steel Sign Structures and Mast Arms.

Reviewed By: 

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## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street

KEVIN J. THIBAUT, P.E.  
SECRETARY

Tallahassee, FL 32399-0450

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](mailto:Ashley.Anderson@dot.state.fl.us).

DH/aa

[www.fdot.gov](http://www.fdot.gov)

## MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

**9-2.1.3 Material Adjustments for Aluminum, PVC, and Copper:** The Department will make price adjustments for aluminum, PVC, and copper materials included in the list of Pay Items attached to DCE Memo 22-04 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 21-XX. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for aluminum, PVC, and copper materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference =  $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$  when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference =  $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$  when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 20, 2022

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

**TO: DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by:

A handwritten signature in blue ink that reads "Ashley Anderson".

47050742AE004DA...

Lattner, P.E.

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

**SUBJECT: STEEL SIGN STRUCTURES AND MAST ARMS MATERIAL PRICE INDICES**

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

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

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

The following conditions apply:

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

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

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

- Material Price Adjustment Steel – MPAS

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

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

TL/aa

[www.fdot.gov](http://www.fdot.gov)

## MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

**9-2.1.4 Material Adjustments for Steel Sign Structures and Mast arms:** The Department will make price adjustments for steel sign structures and mast arms materials included in the list of Pay Items attached to DCE Memo 22-11 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 22-11. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for steel sign structures and mast arms materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference =  $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$  when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference =  $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$  when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.

**CONSENT AGENDA ITEM  
#3**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, P.E.  
Director of Construction

DATE: August 25, 2023

SUBJECT: Approval of Purchase Order to Dura-Stress, Inc. for Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway  
Project No. 417-141

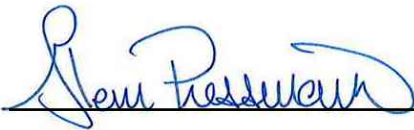
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Board approval is requested to issue a purchase order to Dura-Stress, Inc. for \$338,376.96 for a material price index adjustment for the SR 417 Widening from International Drive to John Young Parkway Project.

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

The following items have been adjusted: Rebar and Prestressing Strand.

Reviewed By:



---



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street

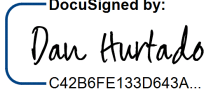
KEVIN J. THIBAUT, P.E.  
SECRETARY

Tallahassee, FL 32399-0450

March 17, 2022

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

**TO: DISTRICT CONSTRUCTION ENGINEERS**

**FROM:** Dan Hurtado, P.E., Chief Engineer  DocuSigned by:  
C42B6FE133D643A...

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

**SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES**

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

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

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

The following conditions apply:

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

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

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

- Material Price Adjustment Steel – MPAS

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

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

DH/aa

[www.fdot.gov](http://www.fdot.gov)



## MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

**9-2.1.4 Material Adjustments for Rebar and Prestressing Strand:** The Department will make price adjustments for rebar and prestressing strand materials included in the list of Pay Items attached to DCE Memo 22-05 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 22-05. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for rebar and prestressing strand materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference =  $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$  when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference =  $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$  when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 22, 2022

**REVISED DCE MEMORANDUM NO. 22-05**

*(FHWA Approved 6/17/22)*

**TO:** DISTRICT CONSTRUCTION ENGINEERS

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

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

DocuSigned by:

*Tim Lattner*

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**SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES**

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

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

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

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

TL/aa

**CONSENT AGENDA ITEM  
#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, P.E.  
Director of Construction

DATE: August 25, 2023

SUBJECT: Approval of Purchase Order to Dura-Stress, Inc. for Material Price Index Adjustment for SR 417 Widening from John Young Parkway to Landstar Boulevard  
Project No. 417-142

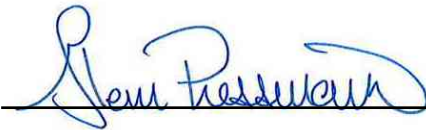
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Board approval is requested to issue a purchase order to Dura-Stress, Inc. for \$397,797.70 for a material price index adjustment for the SR 417 Widening from John Young Parkway to Landstar Boulevard Project.

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

The following items have been adjusted: Rebar and Prestressing Strand.

Reviewed By: \_\_\_\_\_





## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street

KEVIN J. THIBAUT, P.E.  
SECRETARY

Tallahassee, FL 32399-0450

March 17, 2022

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

**TO: DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by:  
*Dan Hurtado*  
C42B6FE133D643A...

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

**SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES**

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

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

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

The following conditions apply:

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

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

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

- Material Price Adjustment Steel – MPAS

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

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

DH/aa

[www.fdot.gov](http://www.fdot.gov)

## MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

**9-2.1.4 Material Adjustments for Rebar and Prestressing Strand:** The Department will make price adjustments for rebar and prestressing strand materials included in the list of Pay Items attached to DCE Memo 22-05 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 22-05. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for rebar and prestressing strand materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference =  $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$  when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference =  $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$  when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.



Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 22, 2022

**REVISED DCE MEMORANDUM NO. 22-05**

*(FHWA Approved 6/17/22)*

**TO:** DISTRICT CONSTRUCTION ENGINEERS

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

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

DocuSigned by:

*Tim Lattner*

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**SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES**

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

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

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

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


TL/aa

**CONSENT AGENDA ITEM  
#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, P.E.  
Director of Construction 

DATE: August 25, 2023

SUBJECT: Approval of Purchase Order to The Lane Construction Corporation for Material Price Index Adjustments for SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway  
Project No. 538-165

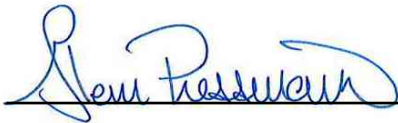
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Board approval is requested to issue a purchase order to The Lane Construction Corporation for \$307,714.90 for material price index adjustments for the SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway Project.

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

The following items have been adjusted: Steel Sign Structures and Mast Arms, Steel Rebar and Prestressing Strand.

Reviewed By:



---



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

July 20, 2022

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

**TO: DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by:

A handwritten signature in blue ink that reads "Ashley Anderson".

47050742AE004DA...

Lattner, P.E.

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

**SUBJECT: STEEL SIGN STRUCTURES AND MAST ARMS MATERIAL PRICE INDICES**

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

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

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

The following conditions apply:

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

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

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

- Material Price Adjustment Steel – MPAS

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

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

TL/aa

[www.fdot.gov](http://www.fdot.gov)

## MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

**9-2.1.4 Material Adjustments for Steel Sign Structures and Mast arms:** The Department will make price adjustments for steel sign structures and mast arms materials included in the list of Pay Items attached to DCE Memo 22-11 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 22-11. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for steel sign structures and mast arms materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference =  $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$  when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference =  $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$  when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.





## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street

KEVIN J. THIBAUT, P.E.  
SECRETARY

Tallahassee, FL 32399-0450

March 17, 2022

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

**TO: DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by:  
*Dan Hurtado*  
C42B6FE133D643A...

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

**SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES**

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

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

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

The following conditions apply:

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

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

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

- Material Price Adjustment Steel – MPAS

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

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

DH/aa

[www.fdot.gov](http://www.fdot.gov)

## MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

**9-2.1.4 Material Adjustments for Rebar and Prestressing Strand:** The Department will make price adjustments for rebar and prestressing strand materials included in the list of Pay Items attached to DCE Memo 22-05 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 22-05. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for rebar and prestressing strand materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference =  $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$  when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference =  $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$  when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 22, 2022

**REVISED DCE MEMORANDUM NO. 22-05**

*(FHWA Approved 6/17/22)*

**TO:** DISTRICT CONSTRUCTION ENGINEERS

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

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

DocuSigned by:

*Tim Lattner*

C7704ED8972C440...

**SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES**

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

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

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

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


TL/aa

**CONSENT AGENDA ITEM  
#6**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 24, 2023

SUBJECT: Approval of Second Contract Renewal with Hill International, Inc.  
for Construction Management Consultant Services  
Contract No. 001498

---

Board approval is requested for the second renewal of the referenced contract with Hill International, Inc. in the amount of \$900,000.00 for one year beginning on October 14, 2023 and ending October 13, 2024. The original contract was for three years with two one-year renewal options.

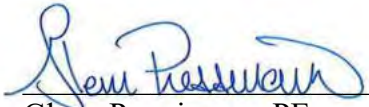
The work to be performed includes construction engineering oversight, construction contract administration, geotechnical and materials, cost and scheduling, utility/environmental coordination, claims/disputes evaluation and resolution, independent assurance of required quality control procedures, plans constructability review services, minor project scoping and document preparation for major construction projects identified in the approved Five-Year Work Plan.

Original Contract	\$ 4,500,000.00
First Renewal	\$ 500,000.00
Second Renewal	<u>\$ 900,000.00</u>
Total	\$ 5,900,000.00

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

Reviewed by:

  
Ben Dreiling, PE  
Director of Construction

  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 2 AGREEMENT  
CONTRACT NO. 001498**

**THIS CONTRACT RENEWAL NO. 2 AGREEMENT** (“Renewal Agreement”), is made and entered into this 14<sup>th</sup> day of September 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Hill International, Inc., a Florida corporation, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties.”

**WITNESSETH**

**WHEREAS**, CFX and the Consultant entered into that certain Contract Agreement dated June 13, 2019, (collectively, the “Original Agreement”), with a Notice to Proceed date of October 14, 2019, whereby CFX retained the Consultant to provide construction management consultant services; and

**WHEREAS**, pursuant to Article 2 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on October 14, 2023 and end on October 13, 2024 (“Renewal Term”), unless otherwise extended as provided in the Original Agreement.
3. **Compensation for Renewal Term.** The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement, in an amount up to \$900,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.



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

**HILL INTERNATIONAL, INC.**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary  
If Individual, furnish two witnesses:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
Jo O. Thacker  
Interim General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001498**

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** (“Renewal Agreement”), is made and entered into this 8<sup>th</sup> day of September 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Hill International, Inc., a Florida corporation, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, CFX and the Consultant entered into that certain Contract Agreement dated June 13, 2019, (collectively, the “Original Agreement”), with a Notice to Proceed date of October 14, 2019, whereby CFX retained the Consultant to provide construction management consultant services; and

**WHEREAS**, pursuant to Article 2 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Original Agreement, which renewal shall begin on October 14, 2022 and end on October 13, 2023 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement, in an amount up to \$500,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

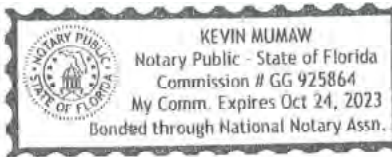
HILL INTERNATIONAL, INC.

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY

By: *Eladio Castrodad*  
Print Name: Eladio Castrodad, P.E., PMP  
Title: First Vice President, SE and Caribbean Region

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2022.10.05 11:52:13 -04'00'  
Aneth Williams, Director of Procurement

ATTEST: *Kevin Mumaw* (SEAL)



Secretary or Notary  
If Individual, furnish two witnesses:

By: *Diego Rodriguez*  
Print Name: Diego Rodriguez

By: *Daniel P. Sokol*  
Print Name: Daniel P. Sokol

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly  
Date: 2022.09.30 09:57:33 -04'00'  
Diego "Woody" Rodriguez, General Counsel

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
HILL INTERNATIONAL, INC.**

**CONSTRUCTION MANAGEMENT CONSULTANT SERVICES**

**CONTRACT NO. 001498**

**CONTRACT DATE: JUNE 13, 2019  
CONTRACT AMOUNT: \$4,500,000.00**

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

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

**FOR**

**CONSTRUCTION MANAGEMENT CONSULTANT SERVICES**

**CONTRACT NO. 001498**

**JUNE 2019**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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(Agreement for Construction Management Consultant (CMC) Services)

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR  
CONSTRUCTION MANAGEMENT CONSULTANT (CMC) SERVICES  
CONTRACT NO. 001498**

*ff  
Delaware*

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of June 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the "CFX" and Hill International, Inc., hereinafter called "CONSULTANT", a Foreign profit corporation, registered and authorized to do business in the state of ~~Florida~~, whose principal address is ~~5337 Millenia Lakes Boulevard, Suite 240, Orlando, FL 32839~~.

That the CFX did determine that the CONSULTANT is fully qualified to render the services contracted.

*ff*

WITNESSETH:

*ONE COMMERCE SQUARE  
2005 MARKET STREET  
17<sup>th</sup> FLOOR  
PHILADELPHIA, PA 19103*

1.0 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Construction Management Consultant (CMC) services required by CFX. CFX has a core staff of CEI management personnel and is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but are not necessarily limited to, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector.

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

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

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

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

The work covered by this Agreement includes providing CEI services for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, landscaping



construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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

## 2.0 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 services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, 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.

## 3.0 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. 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:

(None)

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.

#### 4.0 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 for the initial two~~ <sup>3</sup> ~~year~~ term of \$4,500,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph 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 and determined by CFX, 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.

## 5.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 14, 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 5.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 6.0 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.

#### 7.0 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 4.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 4.0 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.

#### 8.0 TERMINATION

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", 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.

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 its services rendered up to the time of any such termination in accordance with Paragraph 5.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

#### 9.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction 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; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because

of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction 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; 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.

#### 10.0 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 ~~design professional~~ and other persons employed or utilized by the ~~design professional~~ in the performance of the Agreement. JH  
CONSULTANT

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

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and 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 costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in

the same percentage as that judicially established, 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 10.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 11.0 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 11.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 12.0 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 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.

#### 13.0 INSURANCE

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

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements,



types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

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

13.1 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 Insurance Services Office (ISO) Form 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.

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

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



13.3 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.

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

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

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

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

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

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

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

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

#### 14.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the

data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 5.0 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 to 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 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 his/her designee.

#### 15.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in the Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics, as it relates to work performed under this Agreement, which standards will be made a part of this Agreement by reference as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONSULTANT, agrees to act in a manner that is consistent with CFX's Code of Ethics.

#### 16.0 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 16.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

17.0 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.

18.0 CONFLICT OF INTEREST

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

19.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 19.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

20.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

#### 21.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

#### 22.0 AVAILABILITY OF FUNDS

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

#### 23.0 AUDIT AND EXAMINATION OF RECORDS

##### 23.1 Definition of Records:

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT’s performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer

printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

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

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

#### 24.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.



The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0 NOTICE

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

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

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

To CONSULTANT: Hill International, Inc.  
~~5337 Millenia Lakes Boulevard, Suite 240~~ 4700 Millenia Boulevard  
~~Orlando, FL 32839~~ Suite 370  
Attn: Dan Sokol, P.E. Orlando, FL 32839

Hill International, Inc.  
~~5337 Millenia Lakes Boulevard, Suite 240~~ 80 SW 8th Street  
~~Orlando, FL 32839~~ Suite 2220  
Attn: James Daniel, P.E. Miami, FL 33130  
Juis Lugo, Jr.

26.0 HEADINGS

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

27.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

#### 28.0 ASSIGNMENT

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

#### 29.0 SEVERABILITY

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

#### 30.0 INTEGRATION

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

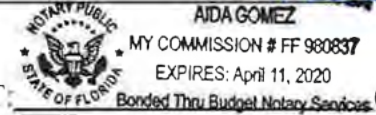
#### 31.0 ATTACHMENTS

- 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


IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 13, 2019.

**HILL INTERNATIONAL, INC.**

BY:   
Authorized Signature  
Title: Senior Vice President

ATTEST:  (Seal)  
Secretary or Notary

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY:   
Director of Procurement  
Print Name: Aneth Williams

*Approved as to form and execution, only.*

*General Counsel for CFX*





**EXHIBIT A**

**SCOPE OF SERVICES**

SCOPE OF SERVICES  
CONSTRUCTION MANAGEMENT CONSULTANT  
CONTRACT NO. 001498

1.0 PURPOSE

This Scope of Services describes and defines the services which shall be provided by the Construction Management Consultant (CMC) in connection with the construction of various projects for the Central Florida Expressway Authority (CFX).

2.0 OVERVIEW OF SCOPE OF SERVICES

- 2.1 The CMC shall provide a resource pool of ~~experienced~~ technical and administrative personnel, in clearly defined roles, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under the Contract are effectively and efficiently carried out. Services to be provided by the CMC include, but are not necessarily limited to, construction program management and independent oversight of construction process and the construction engineering and inspection consultants (CEI) hired by CFX.
- 2.2 CFX will request CMC services on an as-needed basis. Services to be provided will be initiated and completed as directed by CFX's Director of Construction. CFX does not guarantee that any or all of the services described herein will be assigned during the term of the Agreement. Further, the CMC 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.
- 2.3 CFX may, at its discretion, provide the CMC with a description of roadway and bridge construction projects CFX intends to assign to the CMC on a recurring 12 month period following the commencement of this Contract. Based on the number of projects assigned and the level of service required, the CMC shall prepare and submit to the Director of Construction a budget for the year including a staffing plan (by classification), man-hour estimate and price proposal for labor (using approved hourly rates) and expenses. Once negotiations have been completed and a budget amount is agreed upon for the year, a "Letter of Authorization" will be issued by the Director of Construction specifying the staffing levels, projects to be assigned and the agreed budget amount. This process will be followed each year thereafter, during the term of the Agreement including options.

No work shall commence by the CMC on a project until the CMC has received a letter of authorization from CFX and has accepted in writing said authorization.

- 2.4 All communication and correspondence between the Construction Contractor and CFX, the GEC, the CMC, or the Engineer of Record shall be through the CEI.
- 2.5 The CMC shall develop and implement a Continual Process Improvement (CPI) Program utilizing an approved process improvement methodology and various process improvement tools utilizing a quarterly and annual review/report structure.

### 3.0 DEFINITIONS

Wherever used in this Scope of Services or in the other contract documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 3.1 **CFX** - The Central Florida Expressway Authority.
- 3.2 **Claim** - A request for adjustment in Contract time or price, change order requests, proposal requests open to challenge and a matter in dispute.
- 3.3 **Construction Contract** - The construction work awarded under separate contract by CFX to a contracting firm or firms.
- 3.4 **Construction Contractor** -The construction firm awarded a contract to do the construction work constituting a project.
- 3.5 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Construction Contractor. The CMC is tasked with oversight of the services provided by the CEI. The CMC may be tasked with providing management and guidance of the CEI Consultant.
- 3.6 **Construction Management Consultant (CMC)** - The firm with whom CFX has entered into the Contract to provide Construction Management services.
- 3.7 **Contract (Agreement)** - The written agreement between CFX and the CMC setting forth the obligations of the parties thereto.
- 3.8 **Contract Documents** -The Agreement with attachments and any Supplemental Agreements required to complete the Services.

- 3.9 **Director of Construction** - Director of Construction employed by the Central Florida Expressway Authority, acting directly or through an authorized representative.
- 3.10 **Dispute** - A claim that cannot be resolved by the parties to the Contract without the intervention of an independent third party.
- 3.11 **Engineer of Record** - The professional engineer or engineering firm, contracted with by CFX and registered in the State of Florida, who develops criteria and concept for the project, performs the analysis and is responsible for the preparation of the plans and specifications.
- 3.12 **General Engineering Consultant (GEC)** - The engineering firm under contract to CFX to provide general engineering services for CFX.
- 3.13 **FDOT** - State of Florida Department of Transportation
- 3.14 **Plans** - The drawings which show the scope, extent, and character of the work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.
- 3.15 **Quality Assurance** - The procedures and process for evaluating the performance and effectiveness of Quality Control, with the mutual goal of guarding against defects and deficiencies before and during the execution of the work. It includes submittals, testing, certifications, documentation and other actions to verify that the proposed products and services will meet the Contract requirements.
- 3.16 **Quality Control** - The procedures for evaluating completed activities and elements scheduled for incorporation into the work for conformance with Contract requirements. Procedures include testing and inspection required by the Contract and or outlined in the Quality Control Plan.
- 3.17 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, and Special Provisions of CFX; the FDOT Standard Specifications for Road and Bridge Construction, project specified edition, as may be amended by CFX.
- 3.18 **State** - State of Florida
- 3.19 **Supplemental Agreement** - A written agreement between CFX and the CMC modifying the Contract.

#### 4.0 CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANTS

- 4.1 The CMC shall be responsible for independent verification oversight of services provided by the CEI(s) under contract to CFX to observe and inspect the progress, quality control and quality assurance of the Work being performed by the Construction Contractor.
- 4.2 The CMC shall provide qualified, experienced technical and administrative personnel in appropriate numbers to verify that all construction engineering, verification testing and contract administration activities performed by the CEI are in accordance with the guides, standards, procedures and directives that are a part of the Contract and generally accepted best management practices. The CMC shall be totally familiar with CFX and Florida Department of Transportation standard procedures and practices for construction engineering and inspection. At a minimum, the CMC will be required to:
- Develop and implement procedures for the on-boarding of new CEI teams to ensure they are provided the guidance needed for successful transition into the CFX system.
  - Develop and implement a comprehensive program for the oversight and objective reporting of CEI firms on a per-project basis. This program will cover projects from preconstruction to closeout.
  - Develop and implement procedures to track projected project milestone dates to monitor project status and ensure timely close out of projects and accuracy and completeness of final close out documentation. The CMC will coordinate closely with the CFX Construction, Engineering and Records departments to ensure all closeout documentation is submitted per the contract and per CFX's most current standards.
  - Develop and implement a process to ensure all CEIs and all firms providing verification testing/inspection oversight and independent assurance on CFX projects are provided prompt notification of updates to CFX specifications, procedures, manuals and forms. All updates are to be posted on the cfxway.com website in a timely manner.
  - Develop and implement a process to ensure CFX personnel is provided scheduled periodic updates regarding the status, including results of scheduled IA reviews and scheduled follow up, of all current projects.
- 4.3 The CMC will continually update their CEI on-boarding and IA procedures to address issues noted across CFX projects during field IA

reviews of construction activities and/or during contract administration reviews. Maintain a lessons-learned and corresponding improvement action report.

4.4 The CMC will maintain electronic files on the CFX internal server/SharePoint system. The files are to be neatly organized in an easily searchable format. Ensure all project information and documentation is always fully accessible to appropriate CFX staff.

4.5 The CMC will ensure clear, consistent, accurate information is provided to CEIs, Contractors, Verification Testing and Independent Assurance firms regarding CFX specifications, procedures and contract interpretations.

## 5.0 CONSTRUCTION CONTRACT ADMINISTRATION

5.1 The CMC shall further the development of CFX's Construction Project Administration Manual (CPAM) for use and implementation by each CEI which addresses: documentation and monitoring of construction activities that assures CFX the provisions of the Construction Contract(s) are being reasonably fulfilled; continuity of involvement of CFX's GEC and Engineer of Record in submittal reviews, document interpretations, and construction observations to verify that the requirements of the Construction Contract are being reasonably met; a structure for the Construction Contractor to organize project procedures and ensure a common understanding of the lines of communication among all participants; claims/disputes identification, notification, documentation and resolution. The reporting relationships and responsibilities of CFX, the GEC, the Engineer of Record, the CEI, the CMC, and the Construction Contractor shall be clearly identified in the Manual. The Manual shall be reviewed and, if needed, updated at least once every six months, with consideration given to; updated specifications, CEI and Contractor input, lessons learned documentation submitted with project closeouts, analysis of areas consistently noted as needing improvement during project quality assurance reviews, and evolving technology being implemented by CFX and by CEIs at the project level. As part of this process, all forms on the CFX website will be reviewed and updated to maintain consistency with current specifications and procedures.

5.2 The Construction Project Administration Manual shall be further developed and shall include, as a minimum, the following sections:

- Communications between Construction Contractor and CFX, GEC, Engineer of Record, CEI and CMC

- Document control including filing system and appropriate forms
- Meeting templates including preconstruction conferences, progress meetings, pre-installation conferences, and closeout conferences
- Submittals including logs and files, submittal processing, preconstruction submittals, construction submittals, and construction closeout submittals
- CEI procedures and reporting
- Construction document interpretations and modifications
- Owner direct purchase materials procedures
- Claims and disputes (with Disputes Resolution Board process)
- Measurement and payment including schedule of values, progress payments and liquidated damages
- Supplemental Agreement and Work Order procedures
- Independent assurance/quality assurance/quality control
- Project closeout
- Post-construction activities
- Feedback system

5.3 The CMC shall further the development and maintenance of the CFX Emergency Response Manual for use and implementation by each CEI reporting to CFX. The manual shall provide procedures for situational analysis, mobilizing personnel and equipment, providing information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response activities. A draft of the updated manual shall be submitted to CFX within 75 days after the date of the Notice to Proceed. CFX will review and comment on the guide within 15 days after receipt of the draft from the CMC. The CMC shall make revisions based on CFX's comments and shall submit a final manual within 10 days after receipt of CFX's review comments. If no comments are made by CFX within 15 days,

the Manual shall be considered final and distributed to all CEI consultants. The Emergency Response Manual will be updated yearly and provided to the Director of Construction no later than May 1 for review and comment. Upon finalization of any yearly revisions, the Emergency Response Manual will be distributed to all CEI consultants. Yearly distribution should be completed prior to the start of hurricane season. Contact information contained in the Manual shall be continually updated as part of the CEI on-boarding and the Construction Contract preconstruction process.

- 5.4 The CMC will be responsible for reviewing all updates to the FDOT standard specifications, to include DCE Memos, and recommending updates to the CFX Director of Construction for exclusion or incorporation into the CFX Specifications, Special Provisions and Technical Special Provisions. The reviews will be performed biannually, to coincide with the FDOT January and July specification updates.

## 6.0 INDEPENDENT ASSURANCE SERVICES

- 6.1 Geotechnical Engineering and Construction Materials Testing services will be provided by CFX under separate contract(s). CFX's geotechnical/materials testing consultant, under the direction of the CMC, will perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated into the project are in conformity with the plans, specifications and contract provisions.
- 6.2 The CMC shall verify that the minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variations are met.
- 6.3 The CMC shall verify that the CEI is accurately tracking sampling and testing and is following the appropriate procedures in the event of failing test results.
- 6.4 The CMC shall verify the CEI is providing appropriate surveillance of the Construction Contractor's Quality Control activities at the project site and is performing verification sampling at the specified frequency.

## 7.0 COST ESTIMATES AND SCHEDULING

- 7.1 The CEI will be responsible to review, evaluate, and make recommendations to CFX on cost estimate information associated with claims, proposal requests, schedule of values, payment requests, change orders, allowance distribution, stored materials, reduction or release of



retainage, final payment, CEI Invoices, payment of Construction Contractor debts and claims. The CMC shall disseminate the information and make final recommendations to CFX.

- 7.2 The CEI will be responsible to review and evaluate Construction Contractor progress schedules and submittal schedules (shop drawings, coordination drawings, product data, samples, QA/QC) to determine whether the schedules meet specified construction contract time requirements, and if sufficient time has been allowed for submittal processing. The CMC shall review all CEI evaluations.

#### 8.0 UTILITY/ENVIRONMENTAL COORDINATION

- 8.1 The CEI will be responsible to coordinate activities between affected utilities and the Construction Contractors. The CMC shall act as facilitator and expediter between environmental permitting agencies and CFX, the GEC, the Engineer of Record, and the Construction Contractors.
- 8.2 The CEI will be responsible to coordinate utility relocation construction including, but not limited to: scheduling and conducting preconstruction meetings; monitoring relocations; inspecting relocation construction work performed by utility contractors when such relocation is covered by reimbursement agreements with CFX. The CMC shall provide oversight and recommendations to the CEI.
- 8.3 The CMC shall provide support to the CEI for the investigation, handling and disposal of hazardous materials.

#### 9.0 CLAIMS/DISPUTES EVALUATION AND RESOLUTION

It is CFX's objective to avoid having the uncertainties of unresolved questions, issues, claims or disputes adversely affect the Construction Contractor's planning, scheduling, and performance of the Work on a project. With that objective in mind, the CMC shall verify that all CEIs are familiar with CFX's Claims/Disputes Resolution Procedures included in the Contract for individual projects. When requested by CFX, the CMC shall participate in the Disputes Resolution Process and in any arbitration proceedings arising from unresolved disputes.

#### 10.0 INDEPENDENT ASSURANCE OF QUALITY CONTROL REQUIREMENTS

- 10.1 The quality of workmanship required for each construction project is established in the construction contract documents. Construction specifications define the qualitative requirements for products, materials and workmanship upon which the construction contract is based. Tolerances are specified for certain construction items. In the absence of a specified tolerance, industry standards should be used.

- 10.2 The CEI will be responsible to develop, prepare and implement a process to review, evaluate and enforce the qualitative requirements of the construction specifications. The intent and goal of the process will be to assure that defects are avoided from the beginning of the work.
- 10.3 The CMC shall provide independent assurance to CFX that the CEI's process to review and evaluate qualitative requirements established by the construction specifications is being applied consistent with good engineering practices and that enforcement measures, if required, are sufficient and timely enough to assure compliance by the Construction Contractor and the final product.
- 10.4 The CMC shall update the CFX IA Manual upon NTP and a minimum of once yearly thereafter to ensure all references and required procedures are up to date and in accordance with the most current implemented specifications. All IA forms and checklists will be updated to reflect the most current specifications and uploaded to the cfxway.com website.

#### 11.0 SURVEY

The CMC, if requested, shall perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the Construction Contractor's survey layout work.

#### 12.0 PLAN REVIEWS

- 12.1 At the 90%, 100% and bidding phases of the design of roadway and bridge construction projects, the CMC shall perform constructability review of plans and provide suggestions/recommendations including but not limited to: pay item descriptions, pay item notes, project limits, specification refinements, maintenance of traffic notes and phasing, matters of potential conflict and/or lack of clarity.
- 12.2 During construction, the CEI will be responsible to review construction phasing, maintenance of traffic, detour sequencing, equipment clearances, appropriate dimensions and tolerances. The CMC shall evaluate the CEI's review comments and make suggested changes/revisions if appropriate.

#### 13.0 CMC'S OFFICE AND EQUIPMENT

- 13.1 The CMC shall establish a central office for core staff and administration personnel within CFX's Headquarters building. CFX will provide office space to the CMC including desks, chairs, tables, bookcases, file cabinets, calculators, personal computers with software and printers, telephones, copy machines, fax machine and electronic equipment. The CMC shall execute a Zero Dollar Lease with CFX covering the office space to be provided.

- 13.2 Individual field offices for the CEI's resident engineers and staff will be established by the CEI based on the Construction Project Administration Manual.
- 13.3 Expenses for operation of the CMC's office such as stamps, postal costs, permits, inspections, survey books, etc., will be the responsibility of the CMC.
- 13.4 The CMC shall furnish equipment including vehicles, tolls, tools, cell phones, etc., to carry out its responsibilities as required by this Scope of Services.
- 13.5 All equipment and supplies mentioned herein and other articles of the Contract furnished by the CMC shall remain the property of the CMC.
- 13.6 The CMC shall retain responsibility for risk of loss or damage to its office content, furnishings and equipment during performance of the Contract.

#### 14.0 OTHER SERVICES

- 14.1 The CMC shall, upon written authorization by CFX, perform any additional services not otherwise identified in the Contract as may be required by CFX in connection with the projects. The following items are not included as part of the Contract but may be required to supplement the CMC's services under the Contract.
  - 14.1.1 The CMC shall, upon review, approval and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
  - 14.1.2 The CMC shall, upon written request by CFX, assist in preparing for Dispute Resolution Board meetings, arbitration hearings or litigation that occur during the term of the Contract in connection with the projects covered by the Contract.
  - 14.1.3 The CMC shall, upon written request by CFX, provide qualified-engineers, architects, technicians and other personnel, as required, to serve as witnesses, provide exhibits and otherwise assist CFX in any litigation or arbitration hearings in connection with the project contracts.
  - 14.1.4 The CMC shall, upon written request by CFX, provide off- site inspection services.

## 15.0 POST CONSTRUCTION CLAIMS REVIEW

In the event a Construction Contractor for a project submits a claim for additional compensation and/or time after the CMC has completed its work under the Contract, the CMC shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim.

## 16.0 TERM OF CONTRACT

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. The Contract term will be three (3) years from the date established in the notice with options to extend the Contract for two 1 year periods. Exercise of the options may be made at the discretion and election of CFX by CFX providing written notice of its exercise to the CMC at least 90 days prior to the expiration of the initial three year Contract Term and the first and second option periods if applicable. If the CMC can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of the option would be inequitable, the CMC may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the CMC receives CFX's notice of intent to exercise the option. The CMC 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 CMC may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the CMC are agreed to by CFX, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the CMC's proposed revisions, CFX will not exercise the option to extend the Contract.


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM  
#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 21, 2023

SUBJECT: Approval of Contract Award to Chinchor Electric, Inc. for  
Systemwide Wrong Way Driving Prevention  
Project No. 599-659, Contract No. 002015

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An Invitation to Bid for the above referenced project was advertised on May 14, 2023. No bids were received by the June 15, 2023 deadline. The project was readvertised on July 2, 2023. Two (2) responses were received by the August 2, 2023 deadline. As required by the Procurement Procedures Manual, the Director of Procurement met with the Chief of Infrastructure to review options when less than three bids are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

Bid results were as follows:


	<u>Bidder</u>	<u>Bid Amount</u>
1.	Chinchor Electric, Inc.	\$387,407.94
2.	Traffic Control Devices, LLC	\$397,397.00

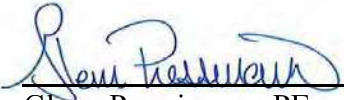
The engineer's estimate for this project is \$260,861.18. Included in the Five-Year Work Plan is \$300,000.00.

The work to be performed includes providing all labor, materials, equipment and incidentals to install wrong way driving signage along local roads at ramps to/from SR 408, SR 417, and SR 528.

Board award of the contract to Chinchor Electric, Inc. in the amount of \$387,407.94 is requested.

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

Reviewed by:   
Dana Chester, PE  
Director of Engineering

  
Glenn Pressimone, PE

# CONTRACT

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**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

---

**AND**

**CHINCHOR ELECTRIC, INC.**

**SYSTEMWIDE  
WRONG WAY DRIVING PREVENTION**

**PROJECT NO. 599-659, CONTRACT NO. 002015**

**CONTRACT DATE: SEPTEMBER 14, 2023**

**CONTRACT AMOUNT: \$387,407.94**

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

Contract No. 002015

# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

**FOR**

**SYSTEMWIDE WRONG WAY DRIVING PREVENTION**

**PROJECT NO. 599-659, CONTRACT NO. 002015**

**SEPTEMBER 2023**



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## CONTRACT

This Contract No. 002015 (the "Contract"), made this 14<sup>th</sup> day of September 2023, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and CHINCHOR ELECTRIC, INC., of 1460 South Leavitt Ave., Orange City, FL 32763, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 599-659, Contract No. 002015, Systemwide Wrong Way Driving Prevention, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 60 calendar days. The Contract Amount is \$387,407.94. This Contract was awarded by the Governing Board of CFX at its meeting on September 14, 2023.

The Contract Documents consist of:

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

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

IN WITNESS WHEREOF, the CONTRACTOR and CFX have caused this Contract to be signed by their respective duly authorized officials, as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

\_\_\_\_\_ Aneth Williams  
Print Name

DATE: \_\_\_\_\_

CHINCHOR ELECTRIC, INC.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_ (Seal)

DATE: \_\_\_\_\_

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_

\_\_\_\_\_ Jo O Thacker (Interim General Counsel)  
Print Name

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## GENERAL SPECIFICATIONS

### SECTION 1 - ABBREVIATIONS AND DEFINITIONS

#### 1.1 General

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

#### 1.2 Abbreviations

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

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

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

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

### 1.3 Definitions

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

- 1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”
- 1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections
- 1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.
- 1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.
- 1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

- 1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.
- 1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.
- 1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term “CFX” is used, it is understood that “or designated representative” is a part of the term unless specifically indicated otherwise. Such designated representative may be the “Engineer”, the “CEI”, the “Resident Engineer” or other individual or entity identified by CFX and defined herein.
- 1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.
- 1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.
- 1.3.11 **Contract** - The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
- 1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.
- 1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.
- 1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor’s Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor’s certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

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

- 1.3.15 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.
- 1.3.16 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.
- 1.3.17 **Contractor** - The person, firm, or corporation with whom CFX has entered into the Contract.
- 1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.
- The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.
- As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.
- 1.3.19 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
- 1.3.20 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

- 1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.
- 1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.
- 1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.
- 1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.
- 1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.
- 1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority
- 1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."
- 1.3.28 **Federal, State, and Local Rules and Regulations** - The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.
- 1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.



- 1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
- 1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.
- 1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.
- 1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.
- 1.3.34 **Laboratory** - A Testing facility certified with the Florida Department of Transportation.
- 1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.
- 1.3.36 **Materials** - Any substances to be incorporated in the Work.
- 1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.
- 1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.
- 1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
- 1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

- 1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
- 1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.
- 1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.
- 1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.
- 1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.
- 1.3.46 **Roadway** - The portion of a highway within the limits of construction.
- 1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
- 1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.
- 1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.
- 1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

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

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

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

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

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

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

1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.55 **State** - State of Florida

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

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

- 1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.
- 1.3.59 **Substantial Completion** - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;
1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
  2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
  3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
  4. All pavement areas are complete and final signing and striping in place.
  5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
  6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
  7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
  8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
  9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion or waive any part of the Contract provisions.

- 1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.
- 1.3.61 **Superintendent** - The Contractor's authorized representative responsible and in charge of the Work.
- 1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

- 1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.
- 1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.
- 1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.
- 1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.
- 1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.
- 1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.
- 1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.
- 1.3.70 **Working Day** - Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.
- 1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

## SECTION 2 - SCOPE OF WORK

### 2.1 Intent of Contract

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

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

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

### 2.2 Work Not Covered by the General Specifications

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

### 2.3 Alteration of Plans

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

The term “significant change” applies only when:

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

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

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

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

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

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

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

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



Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

- (b) **Materials and Supplies:** For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) **Equipment:** For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the “Rental Rate Blue Book” for the actual time that such equipment is in operation on the work, and 50% of the “Rental Rate Blue Book” for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the “Rental Rate Blue Book for Construction Equipment” or the “Rental Rate Blue Book for Older Construction Equipment,” whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

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

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

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

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

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

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

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

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

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

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

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

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

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

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

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

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

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

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

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

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

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

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

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

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

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

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

- 2.3.11 Cost Savings Initiative Proposal

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

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

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

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

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

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

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

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2.4 Claims by Contractor

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

## 2.4.2 Notice of Claim:

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

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional

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

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

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
  - (1) documented additional job site labor expenses;
  - (2) documented additional cost of Materials and supplies;
  - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
  - (4) any other additional direct costs or damages and the documents in support thereof;
  - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

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

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

2.4.5 Compensation for Extra Work or Delay:

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

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

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

- 2.4.6 **Mandatory Claim Records:** After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.
- 2.4.7 **Claims for Acceleration:** CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.
- 2.4.8 **Certificate of Claim:** When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.
- 2.4.9 **Non-Recoverable Items:** The parties agree that for any claim CFX will not have liability for the following items of damages or expense:
- a. Loss of profit, incentives, or bonuses;
  - b. Any claim for other than Extra Work or delay;
  - c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
  - d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
  - e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.



- 2.4.10 **Exclusive Remedies:** Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.
- 2.4.11 **Settlement Discussions:** The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.
- 2.4.12 **Personal Liability of Public Officials:** In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.
- 2.4.13 **Auditing of Claims:** All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

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

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

## 2.5 Unforeseeable Work

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

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

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

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

## 2.7 Restoration of Right of Way

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

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

END OF SECTION 2

## SECTION 3 - CONTROL OF WORK

### 3.1 Plans and Working Drawings

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

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

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

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

#### 3.1.4 Shop Drawings

##### 3.1.4.1. Definitions:

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

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

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

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

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

Bridges with an individual span longer than 300 feet.

Structurally continuous superstructures with spans over 150 feet.

Steel box and plate girder bridges.

Steel truss bridges.

Concrete segmental and longitudinally post-tensioned continuous girder bridges.

Cable stayed or suspension bridges.

Curved girder bridges.

Arch bridges.

Tunnels.

Movable bridges (specifically electrical and mechanical components).

Rehabilitation, widening or lengthening of any of the above.

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

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

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

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

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

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

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

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

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

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

(c) Building Structures.

(d) Contractor Originated Re-Design.

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

(f) Special Erection Equipment.

(g) Falsework and Shoring.

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

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

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

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

#### 3.1.4.4 Style, Numbering and Material of Submittals:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

#### 3.1.4.6 Certifications:

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

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

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

#### 3.1.4.7 Processing of Shop Drawings:

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

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

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

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

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

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

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

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

#### 3.1.4.9 Other Requirements for Shop Drawings for Bridges:

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

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

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

- (1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)
- (2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.
- (3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)
- (4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)
- (5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)
- (6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).
- (7) Any other information pertinent to the Contractor's proposed scheme or intentions.

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

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

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

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

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

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

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

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

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

### 3.2 Coordination of Plans and Specifications

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

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

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

Computed dimensions shall govern over scaled dimensions.

### 3.3 Conformity of Work with Plans

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

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

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

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

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

#### 3.4 Pre-Award Meeting

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



CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

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

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

### 3.5 Orders and Instructions

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

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

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

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

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

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

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

3.5.1.4 Prepare final record drawings.

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

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

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

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

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

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

### 3.6 Engineering and Layout

#### 3.6.1 Control Points Furnished by CFX

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

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

### 3.6.2 Furnishing of Stake Material

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

### 3.6.3 Layout of Work

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

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

### 3.6.4 Specific Staking Requirements

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

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

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

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

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

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

### 3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

### 3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

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

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

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

### 3.6.7 Payment

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

### 3.7 Contractor's Supervision

#### 3.7.1 Prosecution of Work

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

#### 3.7.2 Contractor's Superintendent

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

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

#### 3.7.3 Supervision for Emergencies

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

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other

local law enforcement agencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

#### 3.7.4 Worksite Traffic Supervisor

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

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

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

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

### 3.8 General Inspection Requirements

#### 3.8.1 Cooperation by Contractor

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



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

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

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

### 3.8.2 Failure of CFX to Reject Work During Construction

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

### 3.8.3 Failure to Remove and Renew Defective Materials and Work

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

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with

any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

### 3.9 Final Inspection and Acceptance

#### 3.9.1 Maintenance Until Final Acceptance

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

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

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

#### 3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

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

### 3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

### 3.9.4 Final Acceptance

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

### 3.9.5 Recovery Rights Subsequent to Final Payment

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

## 3.10 Audit and Examination of Contract Records and Bid Records

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

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any

manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

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

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

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

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

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

### 3.11 Escrow of Bid Records

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

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

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

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

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

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

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

### 3.12 Prevailing Party Attorney's Fees

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

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

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

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

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

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

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

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

END OF SECTION 3

## SECTION 4 - CONTROL OF MATERIALS

### 4.1 Acceptance Criteria

- 4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.
- 4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

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

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

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

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

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

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



#### 4.1.3 Certification:

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

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

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

#### 4.2 Designation of a Specific Product as a Criterion (“Or Equal” Clause)

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

#### 4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

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

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the

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

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

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

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

#### 4.4 Inspection and Tests at Source of Supply

- 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
- 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.
- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been

delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

#### 4.5 Storage of Materials and Samples

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

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

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

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

#### 4.6 Defective Materials

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

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the

Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

## SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

### 5.1 Laws to be Observed

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

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

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

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

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

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

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

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

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

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

## 5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

## 5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

#### 5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

#### 5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

#### 5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.



- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
- 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
    - a) Operating on or crossing over completed bridge structures.
    - b) Operating on or crossing over partially completed bridge structures.
  - 2) Equipment within legal load limits:
    - a) Operating on or crossing over partially completed bridge structures.
  - 3) Construction cranes:
    - a) Operating on completed bridge structures.
    - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

## 5.7 Structures Over Navigable Waters

- 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

## 5.8 Use of Explosives

The use of explosives will not be allowed.

## 5.9 Preservation of Property

- 5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

### 5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

- 5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

- 5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

## 5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.

When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

## 5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

- 5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

## 5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9



below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing 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. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR’s expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

5.11.1 Schedule of Required Limits for Workers’ Compensation, General Liability and Automobile Liability:

<b>Contract Amount</b>	<b>Workers’ Comp/ Employer’s Liability</b>	<b>General Liability (per occurrence/ aggregate)</b>	<b>Automobile Liability</b>
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker’s Compensation and Employer’s Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, 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(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

- 5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.6 **Builder's Risk:** If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

- 5.11.7 **Railroad Insurance:** When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the

Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor’s CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is “design-build” the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Total D-B Contract Price	Minimum Coverage Limits
Up to \$30 Million	\$1 Million coverage
\$30 to \$75 Million	\$2 Million coverage
More than \$75 Million	\$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm’s professional team member qualified under Rule 14-75, FAC.

<b>Contract Amount</b>	<b>Minimum Limit</b>	<b>Maximum Deductible</b>
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

## 5.12 Contract Bond (Public Construction Bond) Required

5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

## 5.13 Contractor's Responsibility for Work

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

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

#### 5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

#### 5.15 Scales for Weighing Materials

5.15.1 **Applicable Regulations:** Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 **Base for Scales:** Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 **Protection and Maintenance:** All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

#### 5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

#### 5.17 Regulations of Air Pollution

5.17.1 **General:** All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 **Dust Control:** The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium



chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

#### 5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

#### 5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

#### 5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

#### 5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

## 5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

## 5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

## 5.24 Unauthorized Aliens

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

## 5.25 Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com), and 4974 ORL Tower Road, Orlando, FL. 32807).**

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

#### 5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

#### 5.27 Convicted Vendor List

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

#### 5.28 Discriminatory Vendor List

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.

#### 5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original

intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

END OF SECTION 5

## SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

### 6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction

from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

- Auxiliary Power Unit
- Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
- Deep Well Installation
- Electrical Work
- Fencing
- Highway Lighting
- Installing Pipe or Pipe Liner by Jacking and Boring
- Installing Structural Plate Pipe Structure
- Landscaping
- Painting
- Plugging Water Wells
- Pressure Grouting
- Pumping Equipment
- Roadway Signing and Pavement Marking
- Riprap
- Removal of Buildings
- Rumble Strips
- Sealing Wells by Injection
- Septic Tank and Disposal System
- Signalization
- Utility Works
- Vehicular Impact Attenuator
- Water and Sewage Treatment Systems

## 6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

## 6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

### 6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.



**Baseline Schedule:** The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

**Contract Completion Date:** Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

**CPM:** Critical Path Method of scheduling.

**Critical Path:** Defined as the Longest Path.

**Early Dates:** The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

**Excusable Delay:** As defined in subarticle 6.7.3.1.

**Adjustments to Contract Time.**

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

**Lag:** An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

**Late Dates:** The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

**Longest Path:** In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

**Negative Total Float:** Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

**Planned Dates:** Also called early and late dates.

**P6:** The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

**Preliminary Schedule:** The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

**Revised Baseline Schedule:** The Baseline Schedule shall only be revised with the approval of CFX.

**Total Float:** Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater than the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

**Time Impact Analysis:** If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

**Updated Baseline Schedule:** Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

**Weather Event:** As defined in 6.7.3

#### 6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

**Schedule Content:** Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

**Scheduling Costs:** All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

**Utility Coordination, Permits and Licenses:** Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

**Required Labeling of all Correspondence and Associated Documents:** All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

#### 6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

**Written Narrative:** The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

**Geographical Layout of the Project:** The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

**Schedule Submittal Deadlines:** The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

**Retainage for Non-Submittal:** If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

**Milestones:** Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

**Measurement of Progress:** As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.  
Production Pile installation per bent per structure.  
Drilled shaft installation per pier per structure.  
Pile caps per bent per structure.  
Footings per pier per structure.  
Columns per pier per structure.  
Caps per pier per structure.  
End bents per structure.  
Beam or girder erection-span by span per structure.  
Diaphragms.  
Deck placement-span by span per structure.  
Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).  
Utility relocation work by utility and by stationing and roadway.  
Clearing and grubbing by stationing and roadway.  
Excavation by stationing and roadway.  
Embankment for each abutment location.  
Embankment placed for each roadway by stationing and roadway.  
Drainage by run with stationing and roadway.  
Box Culvert or other large Pre-cast structure with stationing and roadway.  
Reinforced Earth Wall leveling pad per bent per structure.  
Reinforced Earth Wall per bent per structure.  
Reinforced Earth Wall Coping per bent per structure.  
Retaining walls by stationing and roadway.  
Stabilization/Subgrade by stationing and roadway.  
Limerock Base by stationing and roadway.  
Asphalt Base by stationing and roadway.  
Curb and Gutter by stationing and roadway.  
Structural Pavement (asphalt and/or concrete) by stationing and roadway.  
Bridge approach slabs per bridge and roadway.  
Guardrail by stationing and roadway.  
Slope pavement or riprap by stationing and roadway.  
Roadway lighting by stationing and roadway.  
Signing for each sign structure by stationing and roadway.  
Striping by stationing and roadway.  
Traffic signals by stationing and roadway.  
Topsoil, sodding, seeding and mulching by stationing and roadway.  
Landscaping by stationing and roadway.  
Architectural Treatments.  
Sound Walls.  
Fiber Optic

Concrete Removal and Replacement.  
Milling and Resurfacing.  
Ponds.  
Planter Walls.  
Photovoltaic systems.  
Integration of Photovoltaic and ITS systems.  
Burn-In periods.  
Tolls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.



The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Details window under “Project must finish by”.

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a “start no earlier than” constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
  - FS -Finish to start
  - SS -Start to start
  - FF -Finish to finish
  - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a “Start On or After” (Early Start) date or “Finish On or Before” (Late Finish) date equal to the “Start No Earlier Than” or “Must Finish By” date specified in the Contract, except as specified below. The Contractor’s use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as “Start On” or “Finish On” for the purpose of manipulating float or the use of schedule constraints that violate network logic such “Mandatory Start” or “Mandatory Finish” will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

- A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for

activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

#### 6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains progress.
6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.

Project Description.

Contract Resident Engineer.

Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.

Changes in Activity Predecessors, Successors, Relationship Type, and Lags.

Changes in Activity Resource Assignments.

Changes in Activity Cost Loading.

Changes in Activity percent completion.

Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

- A. Activity ID number
- B. Description of activity
- C. List of pay items included in activity including:

1. Pay item number
  2. Pay item description
  3. Quantity of pay item to be applied
  4. Unit measure of pay item
  5. Unit-price of pay item
  6. Total price for pay item to be applied
- D. Total revenue loading of activity (Sum of "C")
5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
  6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
  7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:
    - Contractor name
    - The complete CFX Project number
    - The four character P6 project number
    - Data Date in format -> "01JAN15"
    - Volume number \_of\_ total volume numbers (e.g., 1 of 5, 2 of 5)
  8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.
- 6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.

The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
  - A. The Contractor performed Extra Work that met all of the following conditions:
    1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
    2. The Extra Work delayed the Contract Completion Date.
    3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
  - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:  
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1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.
2. The Contractor took every reasonable action to prevent the delay.
3. The delay impacted one or more activities on the current CPM schedule longest path.
4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

#### 6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the

CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way. The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to

require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

- 6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

- 6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

## 6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

## 6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the

following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

## 6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to)

consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:
  - a. Utility work actually affected progress toward completion of Work on the critical path.
  - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the



form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

## 6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project.

The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

## 6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
  - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
  - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
  - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
  - e. discontinues the prosecution of the Work or;
  - f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
  - g. fails to pay timely its subcontractors, suppliers or laborers or;
  - h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
  - i. becomes insolvent or is declared bankrupt or;
  - j. files for reorganization under the bankruptcy code or;
  - k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
  - l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
  - m. makes an assignment for the benefit of creditors or;
  - n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
  - o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
  - p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

- 6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

## 6.10 Liquidated Damages for Failure to Complete the Work

- 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

- 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
- 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.
- 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
- 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
- 6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

#### 6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

#### 6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

#### 6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract

Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

## SECTION 7 - MEASUREMENT AND PAYMENT

### 7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

## 7.2 Scope of Payments.

### 7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15<sup>th</sup> of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14<sup>th</sup> of the month, the bid index will be the index for the month of the bid.



Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15<sup>th</sup> of each month, at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - .95 P_b)$  during a period of decreasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$  during a period of increasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month “b” when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15<sup>th</sup> of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14<sup>th</sup> of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd<sup>2</sup> per inch.

7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

### 7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the

amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

### 7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be

a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

## (a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work. Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

## (b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

## (c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled “Weekly”, “Daily” and “Hourly” shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

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

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

- 7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

- 7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude



Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 50 .....	None
50 to 100 .....	5% of value of Work completed exceeding 50% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term “in the vicinity of the Project” will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.

- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority.”

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term “subcontractor”, as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date

of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

#### 7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

#### 7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance

letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.

- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

#### 7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

## SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:



- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

## 8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
  - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
  - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
  - (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
  - (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
  - (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
  - (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

- (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
- (b)
  - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
  - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
  - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
  - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and

supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

### 8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

END OF SECTION 8

## SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9



## SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

### 10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

### 10.2 Disputes Resolution

#### 10.2.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

#### 10.2.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

#### 10.2.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant (“GEC”), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.
- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

#### 10.2.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.

- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

#### 10.2.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.
- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the

aid of the Board's recommendations), CFX will promptly process any required Contract changes.

- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation. Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

#### 10.2.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

#### 10.2.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

#### 10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10



**ATTACHMENT A**

**DISPUTES REVIEW BOARD  
THREE PARTY AGREEMENT**

**THIS THREE PARTY AGREEMENT (“Agreement”)** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”)**, \_\_\_\_\_ (**“Contractor”**) and the **DISPUTES REVIEW BOARD (“Board”)**, consisting of three members: \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (**“Members”**).

WHEREAS, CFX is now engaged in the construction of the \_\_\_\_\_, and

WHEREAS, the \_\_\_\_\_ contract (“Contract”) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

**I  
DESCRIPTION OF PURPOSE**

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

**II  
SCOPE OF WORK**

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board’s operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as

the original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

### **III CONTRACTOR RESPONSIBILITY**

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

### **IV CFX RESPONSIBILITIES**

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

### **V TIME FOR BEGINNING AND COMPLETION**

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

### **VI PAYMENT**

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars (\$1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

**VII  
ASSIGNMENT OF TASKS OF WORK**

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

**VIII  
TERMINATION OF AGREEMENT**

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

**IX  
LEGAL RELATIONS**

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

**X  
ARBITRATION, VENUE, APPLICABLE LAW**

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

**XI  
NO BONUS**

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

**XII  
NO CONFLICT**

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CFX:**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD:**

**DISPUTES REVIEW BOARD**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **APPENDIX**

### **PROCEDURE GUIDELINES**

#### **1. GENERAL MEETINGS**

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

#### **2. MONTHLY PROJECT DOCUMENT REVIEW**

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

#### **3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD**


Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

**CONSENT AGENDA ITEM  
#8**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 25, 2023

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for Professional Engineering Consultant Services for the Project Development and Environmental (PD&E) Study of the Northeast Connector Expressway Phase 2 Project No. 599-247, Contract No. 002025

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Letters of Interest for the above referenced project was advertised on June 18, 2023. Four responses were received by the July 10, 2023 deadline. Those firms were Inwood Consulting Engineers, Inc., RS&H, Inc., Transystems Corporation dba Transystems Corporation Consultants and Vanasse Hangen Brustlin, Inc.

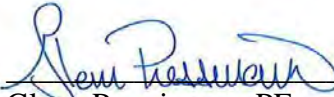
The Evaluation Committee, after reviewing the Letters of Interest, met on July 24, 2023 and shortlisted Inwood Consulting Engineers, Inc., Transystems Corporation dba Transystems Corporation Consultants and Vanasse Hangen Brustlin, Inc.

The Technical Committee, after reviewing the technical proposals, heard presentations and prepared its final ranking on August 21, 2023. The result is shown below:

<b>Ranking</b>	<b>Firm</b>
1	Vanasse Hangen Brustlin, Inc.
2	Inwood Consulting Engineers, Inc.
3	Transystems Corporation Consultants

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by:   
Dana Chester, PE  
Director of Engineering

  
Glenn Pressimone, PE

**LOI-002025 Technical Committee Meeting – August 21, 2023 Minutes**

Technical Committee for **Professional Engineering Consultant Services for The Project Development and Environmental (PD&E) Study of The Northeast Connector Expressway Phase 2 Project, Project No. 599-247, Contract No. 002025** held a duly noticed meeting on Monday, August 21, 2023, at 1:00 p.m. in the Pelican Conference Room at CFX Headquarters Bldg., Orlando, Florida.

**Committee Members Present:**

Dana Chester, CFX Director of Engineering  
Jamison Edwards, CFX Engineering Project Manager  
Aaron Johnson, CFX Engineering Project Manager  
Don Budnovich, CFX Director of Maintenance  
Joshua DeVries, Osceola County Director of Transportation Planning

**Other Attendees:**

Bradley Osterhaus, CFX Procurement Analyst  
Melanie Koffler, CFX Office Coordinator

**Presentations / Q & A:**

Mr. Osterhaus began each interview with a brief overview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Inwood Consulting Engineers, Inc.	01:00 PM - 01:40 PM
Transystems Corporation Consultants	01:50 PM - 02:30 PM
Vanasse Hangen Brustlin, Inc.	02:40 PM - 03:20 PM

**Evaluation Portion:**


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

<u>Firm</u>	<u>Points</u>	<u>Ranking</u>
Vanasse Hangen Brustlin, Inc.	5	1
Inwood Consulting Engineers, Inc.	12	2
Transystems Corporation Consultants	13	3


The Technical Review Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. Dana Chester approved the minutes on behalf of the Committee.

There being no further business to come before the Committee; the meeting was adjourned at 3:45 p.m.

These are the official minutes of the Technical Review Committee meeting for Project No. 599-247, Contract No. 002025 held Monday, August 21, 2023.

Submitted by:   
Bradley Osterhaus, CFX Procurement Analyst

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

  
Dana Chester, CFX Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR  
THE PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY OF THE  
NORTHEAST CONNECTOR EXPRESSWAY PHASE 2 PROJECT

PROJECT NO. 599-247  
CONTRACT NO. 002025

CONSULTANT	DANA CHESTER	AARON JOHNSON	JAMISON EDWARDS	DON BUDNOVICH	JOSHUA DEVRIES	TOTAL SCORE	RANKING
	(RANK)	(RANK)	(RANK)	(RANK)	(RANK)		
INWOOD CONSULTING ENGINEERS, INC.	2	3	3	2	2	12	2
TRANSYSTEMS CORPORATION CONSULTANTS	3	2	2	3	3	13	3
VANASSE HANGEN BRUSTLIN, INC.	1	1	1	1	1	5	1

EVALUATION COMMITTEE MEMBERS:

  
DANA CHESTER

Monday, August 21, 2023

  
AARON JOHNSON

Monday, August 21, 2023

  
JAMISON EDWARDS

Monday, August 21, 2023

  
DON BUDNOVICH

Monday, August 21, 2023

  
JOSHUA DEVRIES


Monday, August 21, 2023

**CONSENT AGENDA ITEM  
#9**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 25, 2023

SUBJECT: Approval of Supplemental Agreement No. 7 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414 – Post Design Services  
Project No. 429-153, Contract No. 001396


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Board approval of Supplemental Agreement No. 7 with Moffatt & Nichol, Inc. in a not-to-exceed amount of \$499,443.74 is requested. The original contract was for five years with five one-year renewals.

The work to performed includes additional post design services.

Original Contract	\$5,160,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 0.00
Supplemental Agreement No. 3	\$ 663,330.37
Supplemental Agreement No. 4	\$ 649,201.74
Supplemental Agreement No. 5	\$ 0.00
Supplemental Agreement No. 6	\$1,027,130.94
Supplemental Agreement No. 7	<u>\$ 499,443.74</u>
Total	\$7,999,106.79

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

Reviewed by:   
Dana Chester, PE  
Director of Engineering

  
Glenn Pressimone, PE

**SUPPLEMENTAL AGREEMENT NO. 7**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**POST DESIGN SERVICES (FOR 429-153)**  
**SR 429 Widening from West Road to SR 414**

THIS SUPPLEMENTAL AGREEMENT NO. 7 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (“Supplemental Agreement”) is made and entered into this 14<sup>th</sup> day of September, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called “CFX” and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated March 14, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 5, 2019, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated April 8, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated July 16, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated December 10, 2020, as amended or supplemented by that certain Supplemental Agreement No. 5 between CFX and CONSULTANT dated June 30, 2021, and as amended or supplemented by that certain Supplemental Agreement No. 6 between CFX and CONSULTANT dated



September 9, 2021 (collectively, “Agreement”); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A” provides that after completion of the services outlined therein for Project Number 429-153, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, CFX and CONSULTANT entered into Supplemental Agreement No. 6 dated September 9, 2021 (“SA 6”) to provide the post design services more specifically outlined in SA 6 (“Post Design Services”) after completion of the services outlined in the Agreement for Project 429-153; and

WHEREAS, Articles 2.00 and 11.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT in this Supplemental Agreement; and

WHEREAS, CFX and CONSULTANT desire to amend and supplement the Post Design Services in accordance with the terms and conditions set forth herein.

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 post design services as outlined in correspondence to CFX dated July 11, 2023, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Additional Post Design Services”). Section 4.24 of Exhibit “A” of the Agreement and the Scope of Services shall be amended and supplemented to include the Additional Post Design Services.

2. All invoices from the CONSULTANT for the Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Additional Post Design Services as outlined in this Supplemental Agreement. Compensation for Additional Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Additional Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be increased by \$499,443.74 to a total of \$1,526,574.68.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any amendments or supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

By: \_\_\_\_\_

Print Name: Aneth Williams

Title: Director of Procurement

MOFFATT & NICHOL, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Print Name: Jo O Thacker

Title: Interim General Counsel

**MEMORANDUM**

**Date:** August 4, 2023  
**To:** Dana Chester, PE CFX Director of Engineering  
**From:** Scott Kamien, PE [SMK](#)  
**Subject:** Design Consultant Services - Contract 001396  
 CFX Project No. 429-153  
 SR 429 Widening from West Road to SR 414  
 Supplemental Agreement No. 7

---

**Comments:**

I have reviewed the fee sheet and scope of services for Supplemental Agreement #7 submitted by Moffat and Nichol, Inc. provided via email dated July 11, 2023. SA #7 is for additional post-design professional services including pile types, requested MOT changes, modification of temporary walls at Bridge 3 and barrier wall details and profiles. It also includes additional coordination for RFIs and shop drawing review between the CEI and GEC.

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

\$ 438,902.79	Moffat and Nichol as Prime
<u>\$ 60,540.95</u>	<u>Total Subconsultant Fees</u>
\$ 499,443.74	Total Requested Contract Amendment 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 \$499,443.74.

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

**CC:**

Keith Jackson, PE Dewberry  
 File



1025 Greenwood Blvd., Suite 371  
Lake Mary, FL 32746  
(407) 562-2030 Fax (407) 562-2031  
www.moffattnichol.com

## Exhibit "A"

Project No. 429-153  
Contract No. 001396

July 11, 2023

Scott Kamien, P.E.  
Dewberry & Associates  
800 North Magnolia Ave.  
Orlando, FL 32801

**Subject: Project No: 429-153: Post Design Services  
SR 429 Widening from West Road to SR 414  
SA #7 PDS: Scope Additions Multiple Items**

Dear Scott:

Attached are the following reflecting the additional services necessary for Supplemental in the following scope of services.

- Scope of work
- Fee proposal

We are seeking approval at your earliest convenience.

If you have any questions or need additional information, please contact me.

Sincerely,

MOFFATT & NICHOL

*William Terwilleger*

William A Terwilleger, P.E.  
Project Manager

**Exhibit "A"****Project 429-153  
SR 429 Widening from West Road to SR 414  
Post-Design Scope of Services, S.A. #7  
July 27, 2023****4.24 Post Design Services****A. Compensation**

The Consultant's compensation for post-design services is hereby added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for corrections of errors and omissions.

**B. General Support**

1. Additional management and coordination efforts, including multiple meetings with CFX and Dewberry. Includes attendance at weekly progress meetings and RFI/Shop drawing coordination weekly meetings.
2. Review of Orange County Trail Project plans. Review of 60% and 90% plans submittals for impacts to CR 437A work. Will also need to review the 100% plans once those are submitted.

**F. Plan Revisions**

1. Reduce speed limit on project from 70mph to 65mph. CFX directed all contractors to reduce the posted speed to 65 MPH for MOT. TTC plans had to be revised to reflect this change. Including design analysis, plans production, QA/QC and final signed and sealed Revision 1.
2. Switching from CFX supplied HP 18x204 pile to HP 14x117 pile. Due to conflicts with the existing wall straps smaller H-piles were elected to be used for the median bridge widening. This required revisions to the end bents. Including design analysis, plans production, QA/QC and final signed and sealed Revision 2.
3. Revise pavement base from limerock to aggregate base at beginning of project at West Road. Design and production efforts to modification the pavement design to switch to utilize aggregate base for the widening. Required updating and adding new milling details. Included revised typical sections, revisions to the underdrain system to move the underdrain from the southbound lanes to the northbound lanes. Also required updating quantities for additions and deductions. Including design analysis, plans production, QA/QC and final signed and sealed Revision 3.
4. MOT changes from begin project through the mainline toll plaza. Design and production efforts to modify the traffic control through the toll plaza for phased construction rather than closing the express lanes. Also included are modifications to phase IV striping to shift lanes closer to median barrier wall and utilize the future PTSU lanes. The 65mph design speed allows traffic to be shifted closer to the barrier wall providing additional work zone area.
5. Drainage structure modifications. Reviews of contractor's request to revise median barrier walls inlets to doghouse inlets. This allowed the contractor not to have to remove the existing median inlets. Contractor had to submit two rounds of shop drawings before approval. Several meetings were required between Dewberry, CEI and contractor to finalize the design.

6. Signal plans for CR 437A. Preparation of signal plans to install camera detection at the ramp terminals at CR 437A. Also included TCP revisions at CR 437A to permanently close the left turn lanes. This required revisions to the end bents. Including design analysis, plans production and QA/QC. This was not issued as a formal revision but was issued as a CEI directive.
7. McCormick Road Piles out of tolerance. Existing median piles were not in as-built location which required modifications to the end bents. Including design analysis, plans production, QA/QC and final signed and sealed Revision 2.
8. Revising sign structure locations. Overhead structures OT-5, OT-12 and OT-8 were revised as requested by CEI to avoid conflicts with existing signs and to facilitate contractors MOT phasing. Shifting location of overhead sign required modification to the median barrier wall. Includes design analysis, plans production, QA/QC and final signed and sealed Revision 5 and Revision 6.
9. Changes to the architectural columns. Revision 6 included modifications due to the changes in the architectural columns on MSE Wall RW6. CEI/CFX requested aesthetics change to the columns. It was decided to rest the columns on the moment slab rather than extending all the way down to the ground. This required additional effort designing and detailing the MSE Wall Junction Slab (with Noise Wall) to attach the column directly to the junction slab rather than having the column supported at the base of the wall. Also included in Revision 6 were additional designs/details for the junction slab supported on the existing MSE wall. Includes design analysis, plans production, QA/QC and final signed and sealed Revision 6.
10. Request for modifications to temporary walls at Bridge 3. CFX requested us to review the global stability of the temporary wire walls required for the construction of the new MSE walls. As a result of this analysis CFX directed us to design the additional noncritical temporary walls to facilitate the outside MSE wall construction with no changes to Rev 4 temporary sheet pile walls.
11. Revise End Diaphragm for differential rotation between adjacent box girders.
12. Contractor elected to use a different bearing for bridge 3 which is a different elevation than what was designed in plans. Note in plans states that Contractor is responsible for redesigning the pedestal. MN requested to redesign a raised pedestal above minimum 15' height.
13. Updates to the barrier wall details including analysis and production updates. Updates to the barrier wall profiles, revise anchor bolt lengths at light poles, and review top of barrier wall elevations with overhead sign structures. Includes design analysis, plans production, QA/QC.
14. The plans called for extension of existing precast Conspan structure. However, contractor was unable to get bids from the precasters for the extension. Attended coordination meetings and reviewed plans and calculations for the alternate cast-in-place extension of the Golf Cart Crossing.
15. Provided location information markups on shop drawings for drilled shafts supporting dual upright and single upright columns to account for the truss size and connection differences.
16. Revisions to sign structures and sign lighting.

### **G. Shop Drawing Reviews**

Additional shop drawing reviews to expedite the structural shop drawing reviews. The contractor elected to split the shop drawings into smaller submittal packages which required multiple reviews. (There were 6 submittals of the girder shop drawings, 6 for silicofex bridge joint, 3 SIP forms, 6 on temporary walls). Additional reviews required due to more temporary wall and noise wall submittals than originally estimated.

### **H. Request for Information (RFI)**

1. Additional effort required for reviews RFI's. Significantly more RFI's submitted than originally estimated.

2. Contractor requested modification to traffic control. Review of contractor submitted draft CSIP for revising traffic control at bridge 3. Review of contractor's submittal for revisions to traffic control at northbound off ramp to CR 437A. Also required was structural effort examining how the temporary wall system could be modified to accommodate the CSIP. As part of the temporary wall system modifications, we were directed to provide a 3:1 ramp for crane access in the median which lengthened the temporary walls requiring new wall design.
3. Bridge 3 fabrication issues. Additional design is required for the external crossframes between bridge construction stages. Requires redesign of stiffener plates, modifications to the crossframe members and oversize holes to allow for minor adjustments to the external crossframes.
4. Provide Service loads vs Factored loads. Factored loads are provided in the bearing table. We were requested by CEI to provide service loads. LRFD are the standard.
5. The plans called for extension of existing precast Conspan structure. However, contractor was unable to get bids from the precasters for the extension. Attended coordination meetings and reviewed plans and calculations for the alternate cast-in-place extension of the Golf Cart Crossing.
6. Provided preload requirements as needed to address camber/deflection/survey differences between existing and new girders at closure pour connections.
7. Provided supplemental details for LCS mounting details to avoid conflict with gusset plates.



**SUPPLEMENTAL AGREEMENT NO. 6**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**POST DESIGN SERVICES (FOR 429-153)**  
**SR 429 Widening from West Road to SR 414**

THIS SUPPLEMENTAL AGREEMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (“Supplemental Agreement”) is made and entered into this 9th day of September, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called “CFX” and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated March 14, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 5, 2019, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated April 8, 2019, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated July 16, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated December 10, 2020, as amended or supplemented by that certain Supplemental Agreement No. 5 between CFX and CONSULTANT dated June 30, 2021 (collectively, “Agreement”); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A” provides that after completion of the services outlined therein for Project Number 429-153, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, Articles 2.00 and 12.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated August 5, 2021, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Post Design Services”). Section 4.24 of Exhibit “A” of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT’S contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee’s actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence

attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$1,027,130.94.

3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any amendments or supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2021.09.30 12:02:40 -04'00'  
Aneth Williams, Director of Procurement

MOFFATT & NICHOL, INC.

By: 

Print Name: Darrell Nance, PE

Title: Vice President

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

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez  
Date: 2021.09.30 08:32:06 -04'00'  
Diego "Woody" Rodriguez  
General Counsel for CFX

**MEMORANDUM**

**Date:** August 17, 2021  
**To:** Will Hawthorne, PE CFX Director of Engineering  
**From:** Carnot W. Evans, PE *CWE*  
**Subject:** Design Consultant Services - Contract 001396  
 CFX Project No. 429-153  
 SR 429 Widening from West Road to SR 414  
 Supplemental Agreement No. 6

---

**Comments:**

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email on August 5, 2021 for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide post-design services that were not included in the original scope of services.

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

\$ 657,700.92	Moffat and Nichol as Prime
\$ 369,430.02	<u>Total Subconsultant Fees</u>
\$ 1,027,130.94	Total Requested Contract Amendment 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 \$1,027,130.94.

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

**CC:**

Keith Jackson, PE Dewberry  
 File



1025 Greenwood Blvd., Suite 371  
Lake Mary, FL 32746  
(407) 562-2030 Fax (407) 562-2031  
www.moffattnichol.com

Exhibit "A"

Project 429-153  
Contract 001396

August 5, 2021

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

**Subject: SR 429 Widening from West Road to SR 414**  
**Project No: 429-153**  
**Supplemental Amendment 6**

Dear Will:

As requested, attached please find our supplemental for post design services on the above referenced project.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

*William Terwilleger*

William A Terwilleger, P.E.  
Project Manager

**Exhibit "A"****Project 429-153  
SR 429 Widening from West Road to SR 414  
Post-Design Scope of Services****4.24 Post Design Services****A. Compensation**

The Consultant's compensation for post-design services is hereby added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

**B. General Support**

The Consultant shall support the post-design process as described in more detail herein. General support may include, project management/team oversight, monthly progress reports, subconsultant coordination, filing, document control, and all coordination with CFX and the CEI.

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

This scope is based upon a 1075-day construction duration, ie approximately 36 months. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction.

**C. Pre-bid Conference**

The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the assigned Authority Resident Construction Engineer to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

**D. Addenda**

The Consultant shall respond to questions related to the bid package (plans and specifications) and shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned Authority Resident Construction Engineer, or questions developed in the pre-bid conference, special conditions as identified in the permit documents, special conditions as identified through the OUC agreement finalization, or conditions discovered by bidders during the bid period.

**E. Field Visits – Construction Meetings**

The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction. The Consultant will periodically visit the project site to observe the progress of construction. This visit will not make the place of formal construction inspection by CFX's Construction Manager and their inspection team. Rather, it is intended to provide the opportunity for members

of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to CFX and their Construction Manager within five business days of the trip. For budget purposes, one field visit every other month (PM plus one technical lead) is estimated.

#### **F. Plan revisions**

If requested by CFX the Consultant will make requested design and plan revisions. These may be related to unforeseen conditions, changes in approach desired by CFX, changes due to coordination with adjacent project schedules, or other reasons not listed herein.

#### **G. Shop Drawing Reviews**

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

#### **H. Request for Information (RFI)**

The Consultant shall provide responses to requests for information. Review and responses will be conducted as quickly as possible, within three days if practical, however no later than one week from receipt of RFI.

#### **I. Meetings**

The Consultant shall attend partnering meetings as requested by CFX (up to 5 estimated). The Consultant will also attend progress / coordination meetings as requested by CFX up to 24 estimated (PM or technical lead). The Consultant shall also attend the contractor Notice to Proceed meeting (PM and three technical leads).

#### **J. Bridge Load Rating Memos**

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. If there are no changes in construction, verified by the CEI and/or CFX, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

#### **K. Geotechnical Services**

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

#### **L. Utilities**

The Consultant shall provide utility coordination services as needed by CFX, relative to proposed utility adjustments within the project limits. There are minimal utility adjustments on the SR 417 mainline, so this is not expected to be a substantial effort. However, several utilities are being relocated on Narcoossee Road that may require additional coordination.

**M. Record Drawings**

Based on information (redlined plans) provided by the Contractor, the Contractor's surveyor and CFX's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor which will serve as the basis of the record drawings. This activity will also include required DEP/WMD permit modification (letter) and stormwater certifications based upon the as-built information as provided by the Contractor.



**SUPPLEMENTAL AGREEMENT NO. 5**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**  
**SR 429 Widening from West Road to SR 414**

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 30th day of June, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated March 14, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 5, 2019, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated April 8, 2019, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated July 16, 2020, as amended or supplemented by that certain Supplemental

Agreement No. 4 between CFX and CONSULTANT dated December 20, 2020 (collectively, “Agreement”); and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant’s March 8, 2021 letter to CFX, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Additional Services”). Exhibit “A” of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs remain unchanged at \$3,352,951.90.
  - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$8,665.55.
  - c. The Subcontract Items remain unchanged at \$3,110,914.66 but is modified as follows:

•ESA	(\$9,437.39)
•Maser	\$9,437.39
  - d. The Allowance remains unchanged at \$0.00.
  - e. The Total Maximum Limiting Amount remains unchanged at \$6,472,532.11.


3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2021.06.29 10:48:07 -04'00'  
Aneth Williams, Director of Procurement

MOFFATT & NICHOL, INC.

By:   
Print Name: Darrell Nance  
Title: Vice President

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

By: Laura Kelly, Associate General Counsel Digitally signed by Laura Kelly,  
Associate General Counsel  
Date: 2021.06.28 11:06:51 -04'00'

Diego "Woody" Rodriguez  
General Counsel



## MEMORANDUM

**Date:** March 9, 2021  
**To:** Will Hawthorne, PE CFX Director of Engineering  
**From:** Carnot W. Evans, PE *CWE*  
**Subject:** Design Consultant Services - Contract 001396  
 CFX Project No. 429-153  
 SR 429 Widening from West Road to SR 414  
 Supplemental Agreement No. 5

---

**Comments:**

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email on March 8, 2021 for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to transfer available funds between subconsultant firms to provide professional services for additional utility survey due to the extension of the project limits north of Binion Road.

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

\$	0.00	Moffat and Nichol as Prime
(\$	9,437.39)	Reduction of fee from Subconsultant ESA
\$	9,437.39	Additional fee to <u>Subconsultant Maser</u>
\$	0.00	Total Requested Contract Amendment 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 \$0.00.

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

**CC:**

Keith Jackson, PE Dewberry  
 File



1025 Greenwood Blvd., Suite 371  
Lake Mary, FL 32746  
(407) 562-2030 Fax (407) 562-2031  
www.moffattnichol.com

Exhibit "A"

Project 429-153  
Contract 001396

3/15/2021

March 8, 2021

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

**Subject: SR 429 Widening from West Road to SR 414**  
**Project No: 429-153**  
**Supplemental Amendment 5**

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Additional utility locates of the existing fiber optic line along SR 429.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

*William Terwilleger*  
William A Terwilleger, P.E.  
Project Manager

3/15/2021

**Exhibit A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**SCOPE OF SERVICES**

**FOR**

**S.R. 429 WIDENING FROM  
West Road to SR 414  
Supplemental No. 5**

**PROJECT NO. 429-153**

**IN ORANGE COUNTY, FLORIDA**

**March 8, 2021**

Exhibit A

SCOPE OF SERVICES

## 1.0 GENERAL

### 1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, 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.

### 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. 429 inside widening from West Road to SR 414.

## 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 additional services will include additional locates for the fiber optic line along SR 429 where new jack and bores will be required.

### 4.4 Surveys and Mapping

#### G. Underground Utilities

- 1. Quality Level B Designating: Provide Utility Designates at
  - k) Provide Utility Designates at SR 429 Mainline – 0.5 miles x 1 utilities= 0.5 miles of DES
  - l) Provide Utility Locates for fiber optic along SR 429 mainline – 6 test holes requires to verify conflicts.



Exhibit A  
414 South Kirkman Road  
Suite 475  
Orlando, FL 32819  
407.403.6300 phone  
407.403.6301 fax

Project 429-153  
Contract 001396 [sassoc.com](http://sassoc.com)

3/15/2021

February 22, 2021


Bill Terwilleger, PE  
Moffatt & Nichol  
1025 Greenwood Blvd., Suite 371  
Lake Mary, FL 32746  
bterwilleger@moffattnichol.com

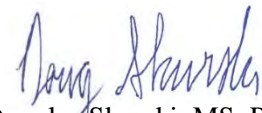
**Subject:** CFX Contract 429-153  
ESA Fee Modification

Dear Mr. Terwilleger,

ESA has enjoyed our experience as a member of your team on the SR 429 widening design from West Ave to SR 414 for CFX. We have received your request to transfer \$9,437.39 of our Time and Materials budget to your survey sub-consultant, to facilitate their performance of additional work needed for completion of the project. To date, ESA's involvement in this project has been less than initially anticipated, and we don't expect we'll be tasked with enough permitting support work through the duration of this project, which is already at 90% design, to spend our entire T&M budget. We are in agreement with this requested budget transfer.

Sincerely,

  
Sandy Scheda Klaus, MS  
Vice President

  
Douglas Skurski, MS, PWS  
Project Manager



**SUPPLEMENTAL AGREEMENT NO. 4**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**  
**SR 429 Widening from West Road to SR 414**

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 10th day of December, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated March 14, 2019, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and Consultant dated September 5, 2019, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and Consultant dated April 8, 2019, as amended or supplemental by that certain Supplemental Agreement No. 3 between CFX and Consultant dated July 16, 2020, (collectively, “Agreement”); and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 10, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$327,073.58 to \$3,352,951.90.
  - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$8,665.55.
  - c. The Subcontract Items are adjusted upward by \$322,128.16 to \$3,110,914.66 as follows:

•Ardaman	\$65,102.55
•BASE	\$149,631.34
•DRMP	\$85,394.34
•EPG	\$6,849.79
•WBQ	\$15,150.14


- d. The Allowance remains unchanged at \$0.00.
  - e. The Total Maximum Limiting Amount is adjusted upward by \$649,201.74 to \$6,472,532.11.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2021.02.02 08:34:28 -05'00'  
Aneth Williams, Director of Procurement

MOFFATT & NICHOL, INC.

By:   
Print Name: Darrell Nance  
Title: Vice President

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

By: Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly,  
Associate General Counsel  
Date: 2021.02.01 20:21:56 -05'00'

Diego "Woody" Rodriguez  
General Counsel



## MEMORANDUM

**Date:** November 13, 2020  
**To:** Will Hawthorne, PE CFX Director of Engineering  
**From:** Carnot W. Evans, PE *CWE*  
**Subject:** Design Consultant Services - Contract 001396  
 CFX Project No. 429-153  
 SR 429 Widening from West Road to SR 414  
 Supplemental Agreement No. 4

---

**Comments:**

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email on November 10, 2020 for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional design and geotechnical services due to the extension of the project limits north of Binion Road and additional ITS, noise walls, signing & pavement marking, utility, and maintenance of traffic tasks.

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

\$ 327,073.58	Moffat and Nichol as Prime
<u>\$ 322,128.16</u>	<u>Additional Subconsultant Fees</u>
\$ 649,201.74	Total Requested Contract Amendment 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 \$649,201.74.

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

**CC:**

Keith Jackson, PE Dewberry  
 File



1025 Greenwood Blvd., Suite 371  
Lake Mary, FL 32746  
(407) 562-2030 Fax (407) 562-2031  
www.moffattnichol.com

Exhibit "A"

Project 429-153  
Contract 001396

November 10, 2020

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

**Subject: SR 429 Widening from West Road to SR 414**  
**Project No: 429-153**  
**Supplemental Amendment 4**

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Revising the traffic control scheme to allow for removal of all the existing pavement.
- Additional drainage structures and details required for new noise walls
- Additional structural services designing additional noise wall, overhead sign structures, lighting details, and other miscellaneous structure details.
- Additional geotechnical borings for the additional noise walls and signs.
- Additional ITS and lighting design.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

*William Terwilleger*

William A Terwilleger, P.E.  
Project Manager

**Exhibit A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**SCOPE OF SERVICES**

**FOR**

**S.R. 429 WIDENING FROM  
West Road to SR 414  
Supplemental No. 4**

**PROJECT NO. 429-153**

**IN ORANGE COUNTY, FLORIDA**

**November 10, 2020**

Exhibit A

SCOPE OF SERVICES

## 1.0 GENERAL

### 1.1 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, 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.

### 1.2 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. 429 inside widening from West Road to SR 414.

## 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 additional services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 540+00) to north of the Binion Road overpass (Sta 572+35). Additional elements include milling & resurfacing, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

### 4.5 Geotechnical Investigation

- A. The work includes additional borings for structures and geotechnical design support relative to foundations for additional sign structures, noise walls and ITS. A total of 33 additional borings are included in this supplemental, as follows:
  - 19 borings to 40 feet deep for additional Sign Structures

- 13 borings to 30 feet deep for additional Noise Walls
- 1 boring to 20 feet deep for an additional CCTV Camera Pole

For each boring the following additional services will be performed:

1. Perform site reconnaissance and utility clearance coordination relative to supplemental boring locations.
2. Perform SPT boring to described depths.
3. Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, and corrosion series testing as appropriate.
4. Collect groundwater level measurements and estimate wet seasonal high groundwater tables.

The results of the additional subsurface soil exploration and laboratory testing program will be used to perform additional geotechnical engineering evaluation relative to foundation support for the additional sign structures, noise walls and CCTV camera pole. Findings will be presented in written reports per the established submittal schedule.

#### **4.12 Roadway Design**

- A. Traffic Control Analysis- Additional effort for revising the traffic control phasing for full depth milling of the existing mainline pavement.
- B. Traffic Control Design Files - Additional effort for e revising the traffic control phasing for full depth milling of the existing mainline pavement.
- C. Roadway Plans
  1. Typical Sections – revise details to show full depth pavement removal.
  2. Temporary Traffic Control Plan Sheets-additional sheets phase 3 to show the traffic shifted to new pavement to allow for full depth milling and resurfacing
  3. Temporary Traffic Typical Section Sheets- Additional typical sections required for phasing the full depth pavement removal for both normal crown and superelevated sections.

#### **4.13 Structures Design**

- A. The Consultant shall prepare designs and contract documents for structural design including retaining walls and miscellaneous structures. The additional services will include the following:
  1. Provide design and preparation of construction drawings / specifications for the construction of a new noise walls along varying



locations of the project. Approximately 7,300 linear feet of new walls are needed.

2. Design of new cast in place concrete walls in the vicinity of the SR 429 over Ocoee Apopka Road new bridge. Four CIP wall locations have been determined, but additional walls seem to be needed to fit specific geometric constraints and aesthetic details. Four additional CIP walls may be needed.
3. Design of new temporary MSE walls for the construction of temporary ramps needed for maintenance of traffic. Two additional wall locations are needed.
4. Prepare custom foundation designs for the support of noise walls on MSE walls. Design of custom junction slabs is required at three different wall segments.
5. Provide additional aesthetic plans and details as needed based on the new wall additions.
6. The work outlined in items 1 thru 5 adds 46 new sheets to the plans

**B. Extension of existing SR 429 over Gulf Cart Path culvert structure**

1. Prepare plans and specifications to extend the existing culvert structure on the NB end. This work adds 4 sheets to the plans.

**C. Design underdeck luminaire support**

1. Design underdeck luminaire supports with a pipe and three rigid redundant supports equally spaced at 120 degrees. These supports are needed at 8 bridge sites, with a combination of existing and proposed decks, and a wide variety of beams/girders. Two connection bolt designs are required: cast-in-place bolts for proposed bridge decks, and undercut anchors for existing bridge decks.
2. These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.
  - 9.13 Quality Assurance/Quality Control
  - 9.15 Supervision
  - 9.16 Coordination
  - 18.30 Special Structures

**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.
- B. This supplemental agreement addresses the following scope additions.

1. Remove and Replace existing light poles for CR 437A Ramp A, B, C, & D due to the profile changes and overbuild.
2. Intersection Lighting for West Road and CR437A.
  - Note: Load center at interchange within 429-152 project. 429-152 project not addressing intersection lighting as assumed during scoping.
3. Remove and replace Existing Box Culvert Lighting Load Center and feeder cable. Update underdeck light fixtures. Existing system impacted by sound walls.
  - Note: Load center not installed per as-builts and could not be field verified.
4. Provide Remote NEMA Cabinets Small, Medium, Large for all pendant hung underdecks within our lighting limits.
5. Re-lamping Non-Standard existing HPS Shoebox luminaires to LED for the Parking Lot luminaires at Toll Plaza
  - Note: Request on previous 408-128 project during construction.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 23.2 Lighting Design Analysis Report
- 23.5 Reference and Master Design Files
- 23.8 Quantities
- 23.14 Quality Assurance/Quality Control
- 23.16 Supervision
- 23.17 Coordination
- 24.3 Tabulation of Quantities
- 24.5 Pole Data, Legend and Criteria
- 24.8 Plan Sheet
- 24.9 Special Details
- 24.13 Quality Assurance/Quality Control
- 24.14 Supervision

#### **4.17** Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans for additional overhead signs
- B. Signing
  1. Design 6 new multi-post ground mounts calcs, 3 new sign panel designs includes panel design and guide sign worksheet. Also, an additional 10 overhead PTSU structure cross sections

#### **4.22** Fiber Optic Network (FON)

- A. Fiber Optic Infrastructure Plans This supplemental agreement addresses the following scope additions.

1. Addition of 1 WWDS at West Road (SB off-ramp)
2. Addition of 7 PTSU/lane control sites
3. Addition of 17 VSL Signs (17 co-located at PTSU/lane control sites, no standalone sites)
4. Addition of 6 Cabinet Replacement Sites (Hazardous Locations per CFX Maintenance replacement list)
5. Addition of 1 TMS (standalone site replacement at the 437A NB off-Ramp)
6. Addition of 3 DCS replacement sites (these 3 were previously scoped to remain/adjust only)
7. Addition of 1 WWDS relocate (Secondary RFB impacts at 437A NB off-Ramp)

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 33.9 Reference and Master ITS Design File
- 33.13 Quantities
- 33.19 Quality Assurance/Quality Control
- 33.20 Supervision
- 33.21 Coordination
- 34.6 Typical and Special Details
- 34.7 Plan Sheet
- 34.9 Fiber Optic Splice Diagrams
- 34.20 Quality Assurance/Quality Control
- 34.21 Supervision

**SUPPLEMENTAL AGREEMENT NO. 3**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**  
**SR 429 Widening from West Road to SR 414**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 16<sup>th</sup> day of July, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14<sup>th</sup> day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 8, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

- a. The Salary Related Costs are adjusted upwards by \$575,563.97 at \$3,025,878.32.

- b. The Direct Expenses (Lump Sum) remains unchanged at \$8,665.55.

- c. The Subcontract Items are adjusted upwards by \$364,731.83 to \$2,788,786.50.

• Ardaman	\$60,716.80
• BASE	\$149,631.34
• DRMP	\$61,138.02
• EPG	\$72,735.41
• WBQ	\$20,510.26

- d. The Allowance is adjusted downward by \$276,965.43 to \$0.00.

The Total Maximum Limiting Amount is adjusted upwards by \$663,330.37 to \$5,823,330.37.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, 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 of the said Consultant Agreement, or any


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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, electronically, the day and year first above written.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2020.07.16 15:05:51 -04'00'  
Director of Procurement

MOFFATT & NICHOL, INC.

By:  Digitally signed by Darrell Nance  
DN: cn=Darrell Nance, o=Moffatt & Nichol,  
email=dnance@moffattnichol.com, c=US  
Date: 2020.07.14 08:22:28 -04'00'  
Title: Vice President  
Print Name: Darrell Nance, PE

Approved as to form and execution, only.

Laura N. Kelly Digitally signed by Laura N. Kelly  
Date: 2020.07.16 14:33:24 -04'00'

Associate General Counsel for CFX

<https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/429-153 SR 429 Widening West Road to SR 414/2 Contract/2.A Supplemental Agreements/SA 3/Moffatt 429-153 -SA3.docx>



## MEMORANDUM

**Date:** May 11, 2020  
**To:** Will Hawthorne, PE CFX Director of Engineering  
**From:** Carnot W. Evans, PE *CWE*  
**Subject:** Design Consultant Services - Contract 001396  
CFX Project No. 429-153  
SR 429 Widening from West Road to SR 414  
Supplemental Agreement No. 3

---

### Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on March 2, 2020 and then updated on May 8, 2020 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional design and geotechnical services due to the additional PTSU structures, ITS, lighting and bridge design for the box girder bridges over CR 437A.

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

\$ 575,563.97	Moffat and Nichol as Prime
\$ 364,731.83	<u>Additional Subconsultant Fees</u>
\$ 940,295.80	Total Additional Subconsultant Fees
\$ 940,295.80	Total Requested Contract Amendment 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 \$940,295.80.

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

### CC:

Keith Jackson, PE Dewberry  
File



1025 Greenwood Blvd., Suite 371  
Lake Mary, FL 32746  
(407) 562-2030 Fax (407) 562-2031  
www.moffattnichol.com

Project 429-153  
Contract 001396

May 8, 2020

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

**Subject: SR 429 Widening from West Road to SR 414**  
**Project No: 429-153**  
**Supplemental Amendment 3**

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Extending the project limits to north of the Binion Road overpass
- Additional structural services for replacing the existing SR 429 bridge over CR 437A using steel box girders
- Implementing the new arc hazard criteria
- Implementing the PTSU gantry structures

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

A handwritten signature in cursive script that reads 'William Terwilleger'.

William A Terwilleger, P.E.  
Project Manager



**Exhibit A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**SCOPE OF SERVICES**

**FOR**

**S.R. 429 WIDENING FROM  
West Road to SR 414  
Supplemental No. 3**

**PROJECT NO. 429-153**

**IN ORANGE COUNTY, FLORIDA**

**May 8, 2020**

Exhibit A

SCOPE OF SERVICES

## **1.0 GENERAL**

### **1.1 Description**

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, 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.

### **1.2 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. 429 inside widening from West Road to SR 414.

## **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 additional services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 540+00) to north of the Binion Road overpass (Sta 572+35). Additional elements include milling & resurfacing, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

### **4.5 Geotechnical Investigation**

- A. The work includes, additional boring for structures and geotechnical design support relative to foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

1. Perform site reconnaissance and utility clearance coordination relative to supplemental boring locations.
2. Perform 8 SPT borings and 4 auger borings spread between the existing ponds designated 200-3, 200-4 and 200-1A and Pond A, B2, B3, and 4 at the CR 437A interchange. Purpose of the borings is to explore the soil characteristics relative to poor pond performance
3. Conduct a total of 8 field permeability tests in the existing ponds (including 200-3, 200-4 and 200-1A) in order to explore the soil characteristics relative to poor pond performance
4. Perform a total of 20 SPT borings to a depth of 40 feet each for 10 new overhead sign structures required for the project. A mixture of cantilever and truss structures are proposed for a total of 20 new uprights with drilled shaft foundations.
5. Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, and corrosion series testing as appropriate.
6. Collect groundwater level measurements and estimate wet seasonal high groundwater tables.
7. Conduct geotechnical engineering evaluation and provide findings relative to exploration and testing in Ponds 200-3, 200-4, and 200-1A. Provide geotechnical support relative to potential improvements.
8. Provide geotechnical engineering evaluation and support relative to the new sign structure foundation support.

#### 4.12 Roadway Design

##### A. Horizontal/Vertical Master Design Files

1. Extend project limits approximately 3,240 ft through the SR 414 interchange to maintain 3 lanes of traffic.
2. Cross Section Design Files- Additional cross sections for extended project limits

##### B. Traffic Control Analysis- Additional effort for extended project limits

##### C. Traffic Control Design Files - Additional effort for extended project limits

##### D. Roadway Plans

1. Profile Sheet-additional sheets required for extended project limits
2. Plan Sheet - Additional sheets required for extended project limits
3. Cross Sections- Additional cross sections required for extended project limits
4. Temporary Traffic Control Plan Sheets-additional sheets required for extended project limits
5. Temporary Traffic Control Cross Section Sheets- Additional cross sections required for extended project limits

#### 4.13 Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including, new bridge designs for SR 429 bridge over Ocoee Apopka Road. The design shall use steel box girders. The additional services will include the following:
1. Provide design and preparation of construction drawings / specifications for the construction of a new steel box girder bridge with complex geometry due to span length, variable beam spacing and skew.
  2. Design and load rate the new steel box bridge structure for three (3) construction phases with different loading conditions.
  3. Prepare final and temporary bracing details needed for the bridge stability at each construction phase. Includes analysis of differential deflection, beam camber and concrete closure pours.
  4. Provide erection sequence plans with temporary structure supports for each construction phase
  5. Design and load rate new steel box girder bridge for the final condition.
- B. Evaluation of existing bridge approach retaining walls:
1. Review and analyze the existing retaining walls for possible extension due to the increase height of the new roadway profile. The existing walls consist of a soldier steel pile and wood lagging system with tieback anchors and a 12-in concrete fascia panel. This proprietary wall system was a redesign of the proposed steel sheet pile and tieback wall system shown on the previous project contract plans. The design was performed by Schnabel Foundation Company. The review analysis includes the following:
  2. Verification of the capacity of the existing tieback anchors subject to additional surcharge load at approximately 15 segments of the existing walls. The existing wall segments differ in wall height, tieback length and tieback location from top of wall.
  3. Design and evaluation of a similar wall system following the current walls alignment placing new soldier piles and tiebacks between the existing. The existing soldier pile and tieback anchors are spaced at 8-ft centers.
  4. Evaluation of a three-tier wall system to reduce impact on the existing tieback anchors. Options include MSE walls and/or cast in place walls.
- C. Sign structures: New structures required for the PTSR.
1. Original estimates were based on preliminary CSP, use of existing structures and use of FDOT standards for new. Conceptual Signing Plans (CSP) for the project was updated based on part time shoulder

use (PTSU). This supplement incorporates efforts associated with the proposed changes to the signing based on the new Conceptual Signing Plans (CSP) and implementation of the new PTSU Sign Structures guide standards. Following items are covered under this SA:

2. Reduced overhead cantilever structures from 8 to 5
3. 5 new half span PTSU structures with dual column supports in the median
4. 8 half spans with shared dual column support in the median
5. 4 Type 4 PTSU's with horizontal truss below tri-chord and dual column supports in the median
6. Implement the guide standards (32 sheets) and complete associated table of variables covering the different gantry types
7. We anticipate combination of FDOT Mathcad programs and use finite element programs for analysis, design and detailing.

#### 4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
  1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
  2. Two additional ponds for extension (no routing). Treatment and attenuation calculations will be prepared for the 2 existing ponds.
  3. Extend drainage maps.
  4. Additional structures for project extension.
  5. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: Ponds 200-3 and 201-A infiltration, Pond 200-1 grading.
  6. A pond siting report is not required.
  7. Assumes ponds will not need modifications for permitting criteria. Modifications required for permitting shall be added to the scope by Supplemental Agreement.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
  1. Connector pipes
  2. Drainage structure details
  3. Storm drain and culvert profiles and/or drainage cross-sections
  4. Lateral ditches/channels
  5. Outfall ditches/channels
  6. Retention/detention ponds/exfiltration system
- C. CR 437A Interchange Modifications

1. Analysis and redesign for Ponds within the 437A interchange to account for the new wall locations. The following ponds will be included Pond A, B-1, B-2, B-3, C, D, 4.
2. Review and analysis of existing storm drain and offsite bypass drainage along CR 437A.
3. Additional structures to modify existing drainage basins.
4. Pond details for revised Pond A, B-1, B-2, B-3, C, D, and 4. Grading modifications (6) and control structures (4). No revisions to control structure or grading for Pond 5.

#### 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 to extend the project limits to Sta 572+35.
- B. This supplemental agreement addresses the following scope additions.
  1. Project extension to the north on SR 429.
  2. Box girder lighting for CR 437A bridge.
  3. PTSU Lane Control Overhead Sign Lighting.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 23.2 Lighting Design Analysis Report
- 23.5 Reference and Master Design Files
- 23.8 Quantities
- 23.14 Quality Assurance/Quality Control
- 23.16 Supervision
- 23.17 Coordination
- 24.3 Tabulation of Quantities
- 24.5 Pole Data, Legend and Criteria
- 24.8 Plan Sheet
- 24.9 Special Details
- 24.13 Quality Assurance/Quality Control
- 24.14 Supervision

- C. The following steps are involved in detailed arc flash hazard analysis:
  1. Identify the locations of lighting load centers at the power service-entrance locations. Conduct a field visit to obtain any necessary data required for the arc flash hazard analysis.
  2. Data Collection
  3. Obtain the feeder conductor sizes and lengths starting the utility transformer and continuing to all devices included in the arc flash analysis.
  4. Obtain all circuit breaker and fuse amperage, manufacturer, model, and trip unit settings.

5. Utility Information - – Coordination is required with the local power company to gather technical information on their transformer including impedance, KVA rating, operating voltage, service voltage configuration and available fault current.
6. Prepare a One-Line Diagram of the system for each individual power service-entrance location. The results of analysis such as short circuit studies and arc flash hazard assessment shall be placed on the diagram.
7. Perform a short Circuit Study – Calculate the short circuit current in symmetrical RMS amperes for all buses or equipment, and for each possible operation mode.
8. Calculate arc current for every required equipment or bus.
9. Estimate arcing time by plotting Time-Current Curve and obtaining the trip time of branch and main circuit breakers.
10. Estimate arc flash incident energy for the equipment at the given distances. Evaluate incident energy for each type of possible connection and arc current changing through the series of breaker operations.
11. Determine the arc flash boundary.
12. The arc flash hazard analysis shall be documented in a detailed report. The report should include the following:
  - a. The name of person performing the assessment
  - b. The date of assessment.
  - c. All data collected and used in the assessment, including protective device settings.
  - d. Assumptions used in the absence of data.
  - e. The name of the software and the revision.
13. Provide documentation for all results related to incident energy and arc flash boundary for each equipment.
14. Arc Flash Labeling – Arc flash labels are to be placed on exterior cover of equipment at the power service-entrance locations. Equipment like, (a) Non-fused disconnect switch on the line side of meter, (b) service-entrance rated overcurrent protection device, (c) electrical distribution cabinet. Arc flash labels should be located in a place that is easily visible and readable from some distance. The label shall include nominal voltage, arc flash boundary, and site-specific level of personal protection equipment, minimum arc rating of clothing, available incident energy and the corresponding working distance. The labels shall be included in both the contract drawings and design documentation report.

#### **4.17 Signing and Pavement Marking Plans**

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

the local electric utility.

- B. Signing
  - 1. Truss locations (Interim/Ultimate) – PTSU gantries and type are marked on the latest CSP (10 new overhead structures). Gantry uprights (to the outside) are to be installed at the interim location, either outside the clear zone or guardrail setback requirements.
- C. Median barrier connections - Construct now based on dead load, wind load, equipment. Dewberry to provide bolt pattern, bolt size, and loads, EORs to design foundation based on soils.
- D. Pavement markings
- E. Striping – Use Solid yellow like normal for inside edge of GP lanes (no additional striping/chevrons for shoulder).
- F. Rumble strips – Place at current standard offset of 18” from GP lanes (this will be in future PTSU lane).

#### **4.22** Fiber Optic Network (FON)

- A. Fiber Optic Infrastructure Plans This supplemental agreement addresses the following scope additions.
  - 1. Project extension to the north on SR 429.
  - 2. PTSU Lane Control ITS equipment/infrastructure.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 33.7 Existing ITS System
- 33.9 Reference and Master ITS Design File
- 33.13 Quantities
- 33.19 Quality Assurance/Quality Control
- 33.20 Supervision
- 33.21 Coordination
- 34.6 Typical and Special Details
- 34.7 Plan Sheet
- 34.9 Fiber Optic Splice Diagrams
- 34.20 Quality Assurance/Quality Control
- 34.21 Supervision



**SUPPLEMENTAL AGREEMENT NO. 2**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**  
**SR 429 Widening from West Road to SR 414**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 8th day of April, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14<sup>th</sup> day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's December 16, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
  - a. The Salary Related Costs remains unchanged at \$2,450,314.35.
  - b. The Direct Expenses (Lump Sum) remains unchanged at \$8,665.55.
  - c. The Subcontract Items are adjusted upwards by \$96,523.54 to \$2,424,054.67.
    - MASER \$96,523.54
  - d. The Allowance is adjusted downward by \$96,523.54 to \$276,965.43.

The Total Maximum Limiting Amount remains unchanged at \$5,160,000.00.

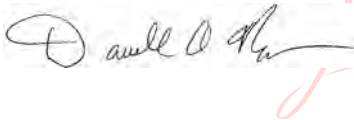
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these  
presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2020.04.08 16:15:26 -04'00'  
Director of Procurement

MOFFATT & NICHOL, INC.

  
Digitally signed by Darrell Nance  
DN: cn=Darrell Nance, ou=Moffatt &  
Nichol,  
email=dnance@moffattnichol.com,  
c=US  
Date: 2020.04.08 08:44:11 -04'00'

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Darrell Nance

Title: Vice President

Approved as to form and execution, only.


Diego "Woody"  
Rodriguez Digitally signed by Diego  
"Woody" Rodriguez  
Date: 2020.04.08 15:10:10 -04'00'

General Counsel for CFX

<https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/429-153 SR 429 Widening West Road to SR 414/2 Contract/2.A Supplemental Agreements/SA 2/Final/Moffatt 429-153 -SA2.docx>



**MEMORANDUM**

**Date:** January 21, 2020  
**To:** Will Hawthorne, PE CFX Director of Engineering  
**From:** Carnot W. Evans, PE   
**Subject:** Design Consultant Services - Contract 001396  
CFX Project No. 429-153  
SR 429 Widening from West Road to SR 414  
Supplemental Agreement No. 2

---

**Comments:**

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on December 19, 2019 and then updated on January 20, 2020 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional survey and geotechnical services due to the extension of the project limits and additional existing drainage structures encountered in the field.

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

\$ 0.00	Moffat and Nichol as Prime
<u>\$ 96,523.54</u>	<u>Additional Subconsultant Fees (Maser)</u>
\$ 96,523.54	Total Additional Subconsultant Fees
\$ 96,523.54	Total Requested Contract Amendment 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 \$96,523.54.

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

**cc:**

Keith Jackson, PE Dewberry  
File



1025 Greenwood Blvd., Suite 371  
Lake Mary, FL 32746  
(407) 562-2030 Fax (407) 562-2031  
www.moffattnichol.com

Project 429-153  
Contract 001396

December 16, 2019

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

**Subject: SR 429 Widening from West Road to SR 414**  
**Project No: 429-153**  
**Supplemental Amendment 2 (Additional Survey for extended project limits)**

Dear Will:

Attached is our supplemental for additional survey for extending the project limits for this project in order to carry the proposed three-lane typical section through the SR 414 interchange and tie into the existing three-lane section to the north.

This amendment addresses obtaining the additional survey required to complete this design.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William A Terwilleger, P.E.  
Project Manager

## EXHIBIT "A" SCOPE OF SERVICES

### 27 SURVEY

#### 27.3 Alignment and/or Existing Right of Way (R/W) Lines

Tie Sufficient R/W & CL to Verify position of Alignment and R/W for additional 0.6 miles

#### 27.5 Reference Points

Edit CTL/PNC sheets to account for 0.6 additional miles of ROW Determination

#### 27.6 Topography/Digital Terrain Model (DTM) (3D)

24 acres of off topo survey and DTM including landscape areas in median and wooded areas along right of way

#### 27.10 Underground Utilities

- Quality Level B Designating: Provide Utility Designates at
  - a. SR 429 Mainline – 0.6 miles x 2 utilities = 1.2 miles of DES
  - b. CFX will designate their FON, electrical and toll facilities within the SR429 ROW throughout project limits
  - c. Designating efforts include all other utilities except the CFX designated facilities
  
- Locates for verification of QLB and non-tuneable: Total Test Hole Bank:70
  - a. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 2

#### 27.15 Pond Site Survey

3D DTM Survey of 2 Pond Bottoms.

#### 27.18 Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

**27.27 Work Zone Safety**

Provide work zone as required by CFX standards.

**27.28 Miscellaneous Surveys**

Survey to map all utilities marked by CFX (FON & lighting)

**27.30 Document Research**

Perform research of documentation to support field and office efforts involving surveying and mapping.

**27.31 Field Review**

Perform verification of the field conditions as related to the collected survey data.

**27.33 Quality Assurance/Quality Control (QA/QC)**

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

**27.34 Supervision**

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the CFX Surveying Office.

**27.35 Coordination**

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the CFX Surveying Office.

**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**

**SR 429 Widening from West Road to SR 414**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 5<sup>th</sup> day of SEPTEMBER, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14<sup>th</sup> day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:



NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 29, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
  - a. The Salary Related Costs remains unchanged at \$2,450,314.35.
  - b. The Direct Expenses (Lump Sum) remains unchanged at \$8,665.55.
  - c. The Subcontract Items are adjusted upwards by \$9,154.52 to \$2,327,531.13.
    - Page One (\$229,592.81)
    - NADIC \$238,747.33
  - d. The Allowance is adjusted downward by \$9,154.52 to \$373,488.97.

The Total Maximum Limiting Amount remains unchanged at \$5,160,000.00.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, 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 of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.


IN WITNESS WHEREOF, the parties hereto have caused these  
presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

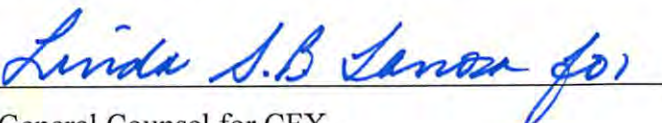
By:   
Director of Procurement

MOFFATT & NICHOL, INC.

Witness: Bill Tally  
Print Name: Bill Terwilliger

By:   
Title: VICE PRESIDENT

Approved as to form and execution, only.

  
General Counsel for CFX



**MEMORANDUM**

**Date:** August 12, 2019  
**To:** Will Hawthorne, PE CFX Director of Engineering  
**From:** Carnot W. Evans, PE *CWE*  
**Subject:** Design Consultant Services - Contract 001396  
CFX Project No. 429-153  
SR 429 Widening from West Road to SR 414  
Supplemental Agreement No. 1

---

**Comments:**

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on July 11, 2019 and then updated on July 25, 2019 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional geotechnical services due to the change of subconsultant and design approach.

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

\$ 0.00	Moffat and Nichol as Prime
(\$ 229,592.81)	Removal of Page One as Subconsultant - Budget Remaining
<u>\$ 238,747.33</u>	<u>Addition of Nadic as Subconsultant</u>
\$ 9,154.52	Total Additional Subconsultant Fees
\$ 9,154.52	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$9,154.52.

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

**cc:**

Keith Jackson, PE Dewberry  
File



1025 Greenwood Blvd., Suite 371  
Lake Mary, FL 32746

(407) 562-2030 Fax: (407) 562-2031  
www.moffattnichol.com

July 29, 2019

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

**Subject: RE: SR 429 Widening West Road to SR 414  
Supplemental Agreement No. 1**

Dear Will:

As you are aware Page One has recently been acquired by NV5, a non-DBE firm. Continuing to utilize NV5 to complete roadway geotechnical services will affect our commitment to CFX to provide 20% DBE participation.

In addition, Rachel Andre is no longer working for Page One and would not be able to lead their efforts on this project as originally proposed. In order to fulfill our commitments to CFX, we have terminated the current subconsultant contract with Page One Consultants, Inc. and request to add Nadic Engineering Services, Inc. to provide roadway geotechnical services. They are well known to CFX and are a DBE certified firm. Dr. Godwin Nnadi, P.E. will lead their efforts. Dr. Godwin has worked on many CFX projects and is very familiar with your procedures.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

A handwritten signature in blue ink that reads 'William A. Terwilleger'.

William A Terwilleger, P.E.  
Project Manager





July 11, 2019  
(Revised July 23, 2019)

**Moffatt & Nichol**  
1025 Greenwood Blvd., Suite 371  
Lake Mary, FL 32746

Attention: Mr. Bill Terwilleger, P.E.

RE: Fee Proposal for Geotechnical Investigations  
S.R. 429 Widening  
From West Road to S.R. 414  
Orange County, Florida  
CFX Project No: 429-153, S.A. #1  
Nadic Project No.: PR. Geo.Re19024

Dear Mr. Terwilleger:

**Nadic Engineering Services, Inc. (NADIC)** pleased to submit this revise Fee Proposal for geotechnical engineering services based on the scope of services agreed upon with Central Florida Expressway Authority (CFX) and per discussion with you on June 25, 2019 as well as your emails dated June 25, 2019, July 2, 2019 and July 11, 2019, on above referenced project. We understand that the project will consist of the following elements:

- SR 429 mainline and ramp widening from West Road to State Road 414 (Maitland Boulevard Extension), approximate mainline length of 4.07 miles (21,500 linear feet), approximately 6,000 linear feet of ramps and 3,000 linear feet extension to Binion Road
- 12 bridge widening, including West Orange Trail Bridge, McCormick Road Bridge, Ocoee Apopka Road Bridge, SR 414 Bridge, and SB Exit Ramp Bridge to SR 414
- Signs and ITS poles
- Permanent retaining walls, Temporary Critical walls and Sound walls
- Roadway and Ramp widening
- Stormwater management pond modifications with project right of way
- Milling and resurfacing along the entire project limits.

Nadic scope of services is to perform geotechnical services for roadway widening only.

**Geotechnical Project Approach:**

The geotechnical evaluation will begin with a review of all available project information, and the proposed geotechnical exploration program. Additional resources include the Orange County Soil Survey, published Geological Surveys and bulletins and any other pertinent information that could be provided by the Central Florida Expressway Authority (CFX), including construction records. We will also conduct a field reconnaissance to assess conditions with respect to the anticipated geotechnical exploration and project construction.

---

**Orlando Office**  
601 N. Hart Boulevard  
Orlando, Florida 32818  
Phone: (407) 521-4771

**NADIC**  
Email: [nadic@nadicinc.com](mailto:nadic@nadicinc.com)  
Fax: (407) 521-4772

**Miami Office**  
15291 NW 60<sup>th</sup> Avenue, Suite 106  
Miami Lakes, Florida 33014  
Phone: (305) 548-8451

The field-testing program will include Standard Penetration Test (SPT) borings, auger borings and muck probing where necessary. Nadic will stake the borings and obtain utility clearance prior to field exploration. Laboratory testing will be completed on selected soil samples in accordance with ASTM Standards and the project scope of services and will include organic and moisture content testing, sieve analysis, and Atterberg limit testing.

Field reconnaissance trips have been conducted to evaluate maintenance of traffic (MOT) and property access concerns for the field exploration program. Based on the reconnaissance performed, MOT is a major issue and public safety will be the first consideration. CFX and FDOT policies will be strictly enforced to insure public safety and compliance with the CFX and FDOT MOT procedures. If possible, our field work efforts will be conducted during off peak hours to minimize disturbance to motorists.

Our services for this project will consist of providing geotechnical engineering in general accordance with the Florida Department of Transportation (FDOT) and CFX requirements. Nadic's services will include field exploration, analysis evaluation, and development of engineering recommendations. This includes the following:

1. Coordination with Design Project Manager.
2. Coordination of boring locations, including field reconnaissance, mark boring locations at the site. Coordinate utility clearance and meetings with utility locators.
3. Obtain the necessary local permit for MOT and drilling.
4. Mobilization of truck and track mounted drill rig and men.
5. Perform field exploration for 510 roadway borings. For inside mainline widening, boring spacing is every 200 linear feet and one (1) boring per station for outside embankment widening.
6. Provide maintenance of Traffic (MOT) during the drilling operations.
7. Obtain eight bulk samples for limerock bearing ratio (LBR) tests
8. Perform muck probing, where appropriate
9. Visually examine all recovered soil samples and perform laboratory tests on selected representative soil samples. The laboratory testing will include sieve analysis, Atterberg limits, organic content, natural moisture content, and corrosion series test determinations, as appropriate.
10. Collect groundwater level measurements and estimate normal wet seasonal high groundwater tables. Existing groundwater will be obtained after sufficient time has elapsed for water table to stabilize and the estimated seasonal high groundwater will be based on the encountered soil stratigraphy, groundwater levels, USDA/NRCS information, review of rainfall data, review of roadway plans if available, and past experience with similar soil conditions.

**M&N**  
SR 429 Widening (from West Road to SR 414)  
NADIC Project No. PO. Geo.Re19024

July 23, 2019

Page 3 of 3

11. Incorporate the results of the field testing in a formal geotechnical report.

The results of the field exploration and laboratory tests will be used in performing engineering evaluations and developing recommendations for design and construction of the final engineering design for the proposed Buck Road Bridge Replacement. Final reports including geotechnical design parameters and recommendations will be submitted per the requirements of the Scope of Services. Final report will incorporate results of the geotechnical information provided by Orange County Public Works Department on preliminary report prepared for this project as well as any additional field or laboratory test results and any special provisions for the contract plans.

**Cost Estimate:**

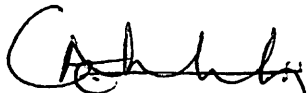
In accordance with the proposed scope of services and unit prices we estimate the total cost of our services based on total work effort and total staff hours to be **\$238,747.33**.

In accordance with CFX policy, we will not exceed the amount above without authorization from you. Our price will adhere to the attached fee schedule and remain under the authorized upset limit.

We sincerely appreciate the opportunity of submitting this fee proposal, and look forward to working with you, M&N and CFX once again. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,

**NADIC ENGINEERING SERVICES, INC.**



Godwin N. Nnadi, Ph.D., P. E.  
Principal Engineer

Z:\Roadway\GNnadi\CFX\SR429\_West Rod-SR 414\_PR. Geo.Re19024

**Attachment:**

FDOT Spreadsheet: Work effort and Staff Hour - Geotechnical  
Attachment A – Computation of Geotechnical Cost – Roadway

**NADIC**

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
MOFFATT & NICHOL, INC.**

**SR 429 WIDENING FROM WEST ROAD TO SR 414**

**CONTRACT NO. 001396, PROJECT 429-153**

**CONTRACT DATE: MARCH 14, 2019**

**CONTRACT AMOUNT: \$5,160,000.00**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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



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

**FOR**

**SR 429 WIDENING FROM WEST ROAD TO SR 414**

**DESIGN SERVICES**

**CONTRACT NO. 001396  
PROJECT 429-153**

**MARCH 2019**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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Project 429-153  
Contract No. 001396

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of March 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and Moffatt & Nichol, Inc., hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL. 32746.

**WITNESSETH:**

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

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

**1.0. DEFINITIONS.**

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

**2.0. SERVICES TO BE PROVIDED**

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR429 Widening from West Rd. to SR 414 identified as Project No. 429-153 and Contract No. 001396.

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.

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The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

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

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

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

### 3.0. TERM OF AGREEMENT AND RENEWALS

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

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

### 4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

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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

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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:

BASE Consultants, Inc. (Class I)	DRMP, Inc. (Class I)
Environmental Science Associates (Class I)	EPG Engineering (Class I)
Maser Consulting P.A. (Class I)	WBQ Design & Engineering, Inc. (Class I)
Ardaman & Associates, Inc. (Class II)	Maser Consulting P.A. (Survey) (Class II)
Page One Consultants, Inc. (Class II)	

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

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

#### 6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$5,160,000.00 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)

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years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

#### 7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL. 32746.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.



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

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

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

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

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

#### 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.

#### 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

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work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

#### 11.0. ADJUSTMENTS

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

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

#### 12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

### 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

#### 14.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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.

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

#### 15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

#### 16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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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.

#### 17.0. DOCUMENTED ALIENS

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

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

#### 18.0. E-VERIFY CLAUSE

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



the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

#### 19.0. INSPECTOR GENERAL

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

#### 20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

#### 21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

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- 21.4. been engaged in business operations in Cuba or Syria; or
- 21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## 22.0. AVAILABILITY OF FUNDS

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

## 23.0. AUDIT AND EXAMINATION OF RECORDS

### 23.1 Definition of Records:

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

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

23.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor.

By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

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

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disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

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

#### 24.0. GOVERNING LAW AND VENUE

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

#### 25.0. NOTICE

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

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

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

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Attn: General Counsel

To CONSULTANT: Moffatt & Nichol, Inc.  
1025 Greenwood Boulevard, Suite 371  
Lake Mary, FL. 32746  
Attn: Bill Terwilleger, P.E.

Moffatt & Nichol, Inc.  
1025 Greenwood Boulevard, Suite 371  
Lake Mary, FL. 32746  
Attn: Darrell Nance, P.E.

## 26.0. HEADINGS

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

## 27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

## 28.0. ASSIGNMENT

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

## 29.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or

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provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

### 30.0. INTEGRATION

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

### 31.0. 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 ]

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IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 14, 2019.

**MOFFAT & NICHOL, INC.**

BY:   
Authorized Signature

Print Name: ERIC NICHOL

Title: PRESIDENT / CEO

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY:   
Director of Procurement

Print Name: Aneth Williams

Effective Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)  
Secretary or Notary

*Approved as to form and execution, only.*

  
General Counsel for CFX

'19 APR 1 PM 4:54

# **EXHIBIT A**

## **SCOPE OF SERVICES**

**Exhibit A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**SCOPE OF SERVICES**

**FOR**

**S.R. 429 WIDENING FROM  
West Road to SR 414**

**PROJECT NO. 429-153**

**IN ORANGE COUNTY, FLORIDA**

**February 25, 2019**



Exhibit A  
 SCOPE OF SERVICES

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## **1.0 GENERAL**

### **1.1 Location**

- A. See EXHIBIT “E”, Project Location Map.

### **1.2 Description**

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414. Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width (closed 40' median with median barrier). All mainline bridges within the project limits, W. Orange Trail, McCormick Road, Ocoee Apopka Road, SR 414, and the SB exit ramp to SR 414 will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Also included is replacing the existing mainline bridges at CR 437A with a new single span bridge including raise mainline profile for increased depth of structure. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

### **1.3 Purpose**

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.
- 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 (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

### **1.4 Organization**

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

#### 1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

- 1. Project Milestones:

- The Consultant will prepare a tabulation of major project milestones.

- 2. Project Schedule:

- The Consultant shall include a schedule of major design tasks.

## 2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions 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, 2018 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, latest edition, shall be used for this project.

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

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 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 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers			
Transitions	70:1	50:1	

	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.			
Right	4-Lane	Single Lane	8 (4* paved)
Left	12 (10 paved) 8 (4 paved)	6 (4 paved) 6 (2 paved)	2 (2 paved)
			* min. 5' paved
Right	6-Lane	Dual Lane	
Left	12 (10 paved) 12 (10 paved)	10* (8* paved) 8 (4 paved) (* add 2' for interstate)	
Bridges, ft.			
Right	4-Lane	Single-Lane	
Left	10 6	6 6	
Right	6(or more)-Lanes	Dual Lane	
Left	12 12	10 6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%



DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

**3.3 Bridge and Other Structures**

- A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, 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.

##### **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. 429 inside widening from West Road (Station 326+50 +/-) to north of the SR 429 bridge over the SB exit ramp to SR 414 (Station 540+00). Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, W. Orange Trail, McCormick Road, Ocoee Apopka Road, SR 414, and the SB exit ramp to SR 414 will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Also included is replacing the existing mainline bridges at CR 437A with a new single span bridge including raise mainline profile for increased depth of structure. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

##### **4.2 Governmental Agencies**

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

##### **4.3 Preliminary Design Report - Review**

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final

layout for the project.

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items:

1. Horizontal sight distance and outside widening through first horizontal curve
2. Potential tier wall along Golf Course for flattening slopes
3. Possible redesign of the interchange at CR 437A, including replace existing bridges
4. MSE walls at McCormick Road, settlement issues, pipe inspection
5. Concrete pavement widening at Toll Plaza
6. McCormick Road bridge constraint due to 69KV line
7. Pavement analysis
8. Expressway Median treatment
9. Hydroplane analysis
10. Lane Drop Analysis at SR 429 and SR 414 Interchange
  - a. Provide alternative analysis for the mainline and ramp connections at the SR 414 interchange detailing the operational results of a No-Build and Build scenarios using comparative analysis. The Build scenario includes carrying a lane drop thru the SR 414 interchange. The No-Build and Build scenarios will be tested in an existing year, an interim year, and a horizon year. The specific existing, interim, and horizon years shall be determined in discussions with CFX staff.
  - b. If the existing, interim, and horizon years for the lane drop analysis are determined to be different from the years provided by CFX, M&N will perform a straight-line interpolation between the available years to produce the traffic for the target years. If any targeted year is outside of the traffic years provided by CFX, M&N will reduce or grow the traffic from the provided year by 2 percent per year to the targeted year.  
All Daily traffic (AADT) provided, or interpolated, shall be converted to peak hour volumes using peak hour factors derived from provided counts, or using factors recommended by CFX staff.
  - c. Traffic entering and exiting the mainline using the SR 414 interchange will be assigned using existing count percentages. M&N will review current travel demand model future runs to determine if land use adjacent to the SR 414 interchange requires the split of traffic entering and exiting the mainline to be adjusted.

Any assumption that changes the future percentages of entering and exiting traffic from the interchange will be documented.

- d. M&N will develop a No-Build traffic operations model in Synchro. The limits of the model shall include the on and off ramps to SR 414 to the north, and the on and off ramps on the north side of Ocoee Apopka Road to the south. The model shall include all ramps at the SR 414 interchange, and part of SR 414. The No-Build existing year model shall be calibrated using field observations of existing queuing and operations.
- e. After the No-Build existing year model is deemed to provide a reasonable base for analysis, a Build model shall be produced by utilizing the No-build model and performing editing to create the Build scenario. Both models will be updated for the future years by updating the traffic based on the future years traffic forecast. Because the improvement being tested in the Build scenario will not induce traffic demand, or change the travel route, both the No-Build and the Build models shall utilize the same traffic forecasts and the same entering and exiting traffic assignments.
- f. M&N will output Measures of Effectiveness (MOEs) from the No-Build and Build models for performing comparative analysis. The MOEs will be documented for each scenario, for each year, and the differences shall be noted.  
The comparative analysis shall include a matrix of MOEs by scenario and year that highlights the differences in performance. A narrative will also be provided that details the operations indicated from the Synchro traffic simulation runs.
- g. M&N will prepare a traffic operations analysis technical memorandum including the results of microscopic simulation analyses. The memorandum will include all traffic, assumptions, and traffic assignments. The memorandum will include traffic figures showing the daily and peak hour traffic utilized for the Build and No-Build scenarios for the existing, interim, and future years. A digital copy of the Draft Technical Memorandum will be prepared for CFX staff to review and revised based on any comments provided. The comments provided by CFX staff on the Draft Technical Memorandum will be addressed in the Final Technical Memorandum.

#### 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

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

- C. Reference Points

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control established in Task 27.1 and Task 27.2 and alignment/RW from Task 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and side streets)

- D. Bench Levels

1. Bench marks are included on control 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. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.

3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.
4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.
5. 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.
6. Water Retention Areas/Floodplain Compensation Ponds –survey data to create complete DTM. Location of all existing features on site. Estimated number of ponds = 2.
7. Line cutting and work zone safety as necessary to complete the above scope items.

F. Drainage Survey

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

G. Underground Utilities

1. Quality Level B Designating: Provide Utility Designates at
  - a. SR 429 Mainline - 5.4 miles x 1 utilities = 5.4 miles of DES
  - b. CFX will designate their FON, electrical and toll facilities within the SR429 ROW throughout project limits
  - c. Designating efforts include all other utilities except the CFX designated facilities
  - d. S Binion Rd - .1-mile x 2 utilities = .2 miles of DES
  - e. Maitland Blvd Ext. - 2.33-mile x 1 utilities = 2.33 miles of DES
  - f. Harmon Rd - .21-mile x 4 utilities = .84 miles of DES
  - g. Ocoee Apopka Rd - .35-mile x 4 utilities = 1.40 miles of DES
  - h. W McCormick Rd - .13-mile x 5 utilities = .65 mile of DES
  - i. W Orange Trail - .06-mile x 2 utilities = .12 mile of DES
  - j. Clarcona Ocoee Rd - .14-mile x 5 utilities = .70 mile of DES
2. Locates for verification of QLB and non-tonables : Total Test Hole Bank:70
  - a. - Cross Streets/Interchange - 1 cross section per cross street (22 utilities) = 22 THs
  - b. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 26

3. Quality Level A Locating - Total Test Hole Bank: 230
  - a. SR 429 Mainline: 10 - Overhead Truss Signs (100THs), 8 - Overhead Cantilever Signs (40THs), 14 - Multi-post Signs (56THs), 2 - Box Culvert Ext. (4THs), 10 - CCTV Poles (10THs), 4 - Misc. Drainage Structures (4THs)
  - b. Ocoee Apopka Rd: 6 - Signal Mast Arms (30THs)
  - c. Noise Wall, MSE Wall, Miscellaneous locating (20THs)
4. Survey
  - a. Stake all proposed sign, signal, and structure locations prior to QLA locating
  - b. Map all utility designates and locates (including FON and electrical lighting marked by CFX)
- 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. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.
- J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC: anticipate  $\pm xx$  mile of wetland delineation (includes surveying flagging for surface waters or roadside ditches).
- K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.
- L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.
- M. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points.
- N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

#### 4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary



laboratory testing of materials.

- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

#### **4.6 Contamination Impact Analysis**

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

#### **4.7 Pavement Design**

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.
- C. Milling and resurfacing limits extend from approximately Station 1106+20 to north of West Road, approximately Station 335+00. Portions of ramps at gore areas impacted by widening are included.
- D. Full depth pavement shall be provided in the median shoulders, except for 3' adjacent to the median barrier.

#### **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 improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

#### **4.10 Environmental Permits**

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
  - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
  - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
  - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
  - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
  - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
  - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges
13. FDEP permit modifications for SR 429 and SR 414 permits for stormwater criteria associated with additional impervious surfaces. No USACE permitting anticipated.
14. Species-specific survey for gopher tortoise (burrows likely along the outer ROW perimeter and within dry ponds
15. USFWS coordination to obtain concurrence that sand skink surveys are not warranted in previously disturbed/maintained grass ROW.
16. Pre-application meeting with FDEP

#### **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 identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

#### 4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.

- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
  - 1. Cover sheet (key sheet)
  - 2. Summary of Pay Items
  - 3. General notes
  - 4. Summary Quantities sheets
  - 5. Project Layout
  - 6. Typical roadway sections
  - 7. Typical roadway details
  - 8. Plans and profiles (plans at 1" = 50' scale)
  - 9. Interchange layout plans
  - 10. Ramp Terminal Details
  - 11. Crossroad plans and profiles (1" = 50' scale)
  - 12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
    - a. Earthwork quantities
  - 13. Traffic Control Sheets including Temporary Drainage
  - 14. Utility Adjustment Sheets - as deemed necessary
  - 15. Details
  - 16. Special provisions
  - 17. Special specifications

#### 4.13 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, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.

- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
1. Complete Bridge Widening designs will be provided for widening of the following bridges:
    - a. W. Orange Trail SB – inside widening
    - b. W. Orange Trail NB – inside widening
    - c. McCormick Road SB – inside widening
    - d. McCormick Road NB – inside widening
    - e. Ocoee Apopka Road SB – inside widening or Bridge Replacement
    - f. Ocoee Apopka Road NB – inside widening or Bridge Replacement
    - g. Harmon Road SB – inside & outside widening
    - h. Harmon Road NB – inside widening
    - i. SB exit ramp to SR 414SB – inside widening
    - j. SB exit ramp to SR 414NB – inside widening
  2. Retaining walls (may vary based on final design limits)
    - a. Permanent MSE walls:
      - i. Wall extension at Ocoee Apopka Road SB, south abutment – approximately 100 LF
      - ii. Wall extension at Ocoee Apopka Road SB, north abutment – approximately 100 LF
      - iii. Wall extension at Ocoee Apopka Road NB, south abutment – approximately 100 LF
      - iv. Wall extension at Ocoee Apopka Road NB, north abutment – approximately 100 LF
    - b. Critical Temporary Walls
      - i. Wall for construction of Ocoee Apopka Road Bridge replacement (4 total)
  3. Box Culverts – Raise head wall of conspan structure
  4. Approach slabs for bridge widenings
  5. Summary quantity tables
  6. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.

7. Stage construction-sequencing details will consist of bridge cross sections showing demolition and construction phases with corresponding traffic positions and will be coordinated with the maintenance of traffic plans.
  8. Sign\Signal structures: To replace existing structures impacted by the widening and provide additional anticipated sign structures.
    - a. 8 Overhead Cantilever Sign Structures
    - b. 7 full trusses (static + 1-line DMS) analyze for new panels/new loading and 1 replacement truss and 1 midspan DMS
    - c. Two signal structures are anticipated.
    - d. Three CCTV poles
  9. Structural design of sound walls. 4000 LF
  10. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review and approval.
- C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

#### 4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
  2. Finalize the pond design at the 30% submittal. Modify 13 existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area. Treatment and attenuation calculations will be prepared for 13 existing ponds. Modify outfall control structures for 6-lane configuration for 13 existing pond structures.
  3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
  4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
  5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments

at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
  7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
  8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
  2. Drainage structure details
  3. Storm drain and culvert profiles and/or drainage cross-sections
  4. Lateral ditches/channels
  5. Outfall ditches/channels
  6. Retention/detention ponds/exfiltration system

#### 4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
  1. Cover sheet (key sheet)
  2. Tabulation of Quantities
  3. General notes
  4. Pole data and Legend sheet



5. Project Layout sheet
  6. Plans sheets (plans at 1" =50' scale)
  7. Service point detail
  8. Special Details
- D. Lighting Justification Report is not required
- E. Lighting design analysis report
- F. SR 429 Proposed roadway lighting design limits: West Road (approximate Sta 325+00) to north of SR 414 (approximate Sta 540+00)
- G. Lighting approach: Retrofit existing conventional HPS lighting system with conventional LED fixtures within the defined lighting limits. Replace existing conventional lighting system where spacing does not accommodate widening at West Road realignment and Ramp Gores. Retrofit existing conventional light poles to remain/relocate with LED fixtures. Add lighting system along SR 429 in 0.5-mile gap between McCormick Road and CR 437A interchange lighting. Replace existing load centers.
- H. Design to accommodate the proposed 6-lane typical section (includes full inside and outside shoulders).
- I. Underdeck lighting at all impacted bridge sites. No remote drivers anticipated since no work over high volume roads.
- J. Sign lighting within project signing limits.

#### 4.16 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
  1. The Consultant shall prepare maintenance of traffic plans at scale of 1" =50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
  2. The Consultant shall investigate the need for temporary traffic

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

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

#### 4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).
- D. The following existing structures will be impacted by the widening and need to be replaced; six (6) cantilevers, three (2) span trusses (one full and one-half span), two (2) bridge mount, and twelve (12) multi-post sign structures.

#### 4.18 Signalization Plans

- A. Signal plans are not anticipated for this improvement. If requested, 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).
- C. SR 429 NB off-ramp @ CR 437A
  1. 1 mast arm replacement and re-looping for new dual left turn lanes on CR 437A
  2. Fiber interconnect replacement due to new bridge impacts
- D. SR 429 SB off-ramp @ CR 437A
  1. 1 mast arm replacement and re-looping for new dual left turn lanes

on CR 437A

2. Fiber interconnect replacement due to new bridge impacts

**4.19 Right-of-Way Surveys**

- A. No additional right-of-way is anticipated for this project.

**4.20 Cost Estimates**

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

**4.21 Special Provisions and Specifications**

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

**4.22 Fiber Optic Network (FON)**

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON
  - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - e. Manhole/Pull box locations and stub-out details (standard details provided)
  - f. Device layout
  - g. Device installation details
  - h. Conduit installation details (standard details provided)
  - i. Fiber optic cable route marker detail (standard details provided)

- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable splice details for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Power interconnect, calculations to support conductor 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.
- p. Grounding
- q. Table of quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- u. Relocation/replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- v. Relocation/replacement/upgrade of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- w. Relocation/ replacement of existing dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction.
- x. Relocation/ replacement/upgrade of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- y. Wrong-Way Detection RRFBs for SR 429 off-ramps to CR 437A road are to remain as-is.
- z. Toll Violation Structure: Northbound and southbound structure and associated control circuit to be removed due to inside widening.

- aa. Accommodate conduit and access pull boxes for future Part Time Shoulder Running (PTSR) ITS where reasonable.
  
- 3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
  - a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing 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>Summary of Assumed FON Impacts</b>	
<b>FON Backbone</b>	<b>Notes</b>
SR 429 NB: FOMH-429-28.4A-NB to FOMH-429-29.8-NB	CR 437A bridge replacement and existing FON attachment to bridge deck
SR 429 SB: FOMH-429-28.4-SB to FOMH-429-29.8-SB	CR 437A bridge replacement and existing FON attachment to bridge deck
SR 429 NB: FOMH-429-26.7-NB to FOMH-429-27.1-NB	Outside widening through the horizontal curve near West Rd
<b>FON Drops/Laterals</b>	<b>Notes</b>
Multiple locations along SR 429 NB/ SB	Cut/fill grade changes or wall construction along the outside roadway embankments

<b>Summary of Assumed Device Impacts</b>	
<b>3-Line Walk-in DMS Sites</b>	<b>Notes</b>
DMS-429-28.2-NB	To be relocated to new structure due to inside widening impacting existing structure
<b>2-Line Toll DMS Sites</b>	<b>Notes</b>
DMS-429-26.9-NB	To be relocated to new structure due to outside widening impacting existing structure near West Rd

DMS-429-27.5-NB	To be relocated about existing structure due to additional thru lane created by widening
DMS-429-27.9-SB	To be relocated about existing structure due to additional thru lane created by widening
DMS-429-28.3-SB	To be relocated about existing structure due to additional thru lane created by widening
<b>CCTV Sites</b>	
	<b>Notes</b>
CCTV-429-26.6-SB	To remain as-is
CCTV-429-26.9-NB	To be replaced due to outside widening near West Rd
CCTV-429-27.4-NB	To remain as-is
CCTV-429-27.5-SB	To remain as-is
CCTV-429-28.0-SB	To remain as-is
CCTV-429-28.2-SB	To remain as-is
CCTV-429-28.4-NB	To remain as-is
CCTV-429-29.0-NB	To be replaced due to bridge replacement at CR 437A
CCTV-429-28.8-SB	To remain as-is
CCTV-429-30.0-NB	To remain as-is
CCTV-429-30.3-SB	To remain as-is
<b>CCTV/TMS Sites</b>	
	<b>Notes</b>
CCTV/TMS-429-26.8-NB	To be replaced due to outside widening near West Rd
<b>TMS Sites</b>	
	<b>Notes</b>
TMS-429-27.9-SB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-28.7-NB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-29.5-NB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-29.8-SB	To be adjusted/modified due to additional thru lane created by widening

TMS-429-29.8A-SB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-30.0-NB	To be adjusted/modified due to additional thru lane created by widening
<b>DCS Sites</b>	
	<b>Notes</b>
DCS-429-26.9-SB	To be replaced due to outside widening impacting existing structure near West Rd
DCS-429-28.7-NB	To be upgraded due to additional thru lane created by widening
DCS-429-29.7-SB	To be upgraded due to additional thru lane created by widening
DCS-429-30.0-NB	To be upgraded due to additional thru lane created by widening
<b>Wrong-way Detection Sites</b>	
	<b>Notes</b>
WWD-429-28.8-NB	To remain as-is
WWD-429-29.0-SB	To remain as-is
<b>Load Center Sites</b>	
	<b>Notes</b>
ESM-429-26.9-SB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-26.9-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-27.7-SB	To remain as-is
ESM-429-28.0-SB	To remain as-is
ESM-429-28.2-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-28.2-SB	To remain as-is
ESM-429-29.0-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-29.8-NB	To remain as-is
ESM-429-30.3-SB	To remain as-is

**B. Splice and Cable Routing Details**

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

re-termination of drop or end to end (butt) splices.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

**C. Maintenance Of Fiber Operations**

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

**D. Inside Plant Plans**

1. The Consultant shall be responsible for any data collection necessary to complete its design.
2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

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

**4.23 Toll Plazas**

- A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

**4.24 Post-Design Services**

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental



Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

- B. The Consultant shall support the post design process as follows:
1. Answer questions relative to the plans, typical sections, quantities and special provisions.
  2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
  3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material

presented for review in a prompt manner recognizing a construction contract is underway.

- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

## **5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE**

### **5.1 Record Documents**

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
  - 1. Available record drawings of existing conditions
  - 2. Available right-of-way plans of existing conditions
  - 3. Current list available to CFX of owners of all affected properties within the section.
  - 4. Sample plans to be used as guidelines for format, organization and content.
  - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
  - 6. Contract unit prices from latest CFX construction projects.

## **5.2 Traffic Data**

### **A. CFX will provide the following design traffic data:**

1. Current and design year ADT
2. Current and design year peak hour volumes
3. Turning movements at each intersection/interchange
4. K, D and T factors
5. Design speed - See Section 3.02, Geometry.
6. AVI Percentages

## **5.3 Other**

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

## **6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE**

### **6.1 Right-of-Way Acquisition**

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

### **6.2 Utility Agreements**

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

### **6.3 Public Involvement**

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

### **6.4 Contracts and Specifications Services**

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

### **6.5 Post-Design Services**

- A. CFX will be the principal initial contact for post-design questions and

answer questions on a limited scope.

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

#### **6.6 Environmental Permits**

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.
- C. CFX will be responsible for all permitting application fees.

#### **6.7 Conceptual Specialty Design**

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX to provide proposed sound wall locations.
- C. CFX will provide conceptual aesthetics design and treatments for structures.

### **7.0 ADMINISTRATION**

#### **7.1 Central Florida Expressway Authority**

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

#### **7.2 CFX's Project Manager will:**

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.

- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

### 7.3 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
  - 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
  - 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
  - 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
  - 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

### 7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
  - 1. Determine and highlight critical path work from initial plans as work

progresses.

2. Identify progress against schedule for each identified work item.
3. Forecast completion dates from current progress.
4. Highlight rescheduled work in any area which is out of required sequence.
5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
6. Forecast future conflicts in any area.

#### 7.5 Work Progress

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

#### 7.6 Schedule

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

#### 7.7 Project Related Correspondence

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

#### 7.8 Quality Control

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

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

#### **7.9 Consultant Personnel**

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

#### **7.10 Site Visit**

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

#### **7.11 Acceptability of the Work**

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

#### **7.12 Design Documentation**

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations

corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
1. Field survey notes and computations.
  2. Design criteria used for the project.
  3. Geometric design calculations for horizontal alignment.
  4. Vertical geometry calculations.
  5. Drainage calculations
  6. Structural design calculations.
  7. Geotechnical report.
  8. Hydraulics Report for each bridged stream crossing.
  9. Earthwork calculations not included in the quantity computation booklet.
  10. Calculations showing cost comparisons of various alternatives considered, if applicable
  11. Computations of quantities.
  12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
  13. Lighting and voltage drop calculations.
  14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

### 7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:



1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)
  2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  5. 60% Bridge Plans required only on Category 2 bridges.
  6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction

process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.
  2. The design components impacted.
  3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

#### 7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
    - a. Location map shown complete with destinations, ranges and townships.
    - b. Beginning and ending stations shown.
    - c. Any equations on project shown.
    - d. Project numbers and title shown.
    - e. Index shown.
  2. Drainage Map Prepared
    - a. Existing culvert sizes and elevations.
    - b. Horizontal alignment shown.
    - c. Drainage areas and flow arrows shown.
    - d. High water information shown.
    - e. Beginning and end stations shown along with any equations on project.
    - f. Interchange supplemental maps prepared.
  3. Typical Section Sheets
    - a. Ramp typical sections developed.
    - b. Pavement structure shown.
    - c. Special details developed.
    - d. General notes shown.
  4. Plan and Profile Sheets
    - a. Centerline plotted.

- b. Reference points and bench marks shown.
  - c. Existing topography.
  - d. Base line of surveys, curve data, bearings, etc. shown.
  - e. Beginning and end stations (project and construction).
  - f. Geometric dimensions.
  - g. Proposed and existing limited access right-of-way lines.
  - h. Existing ground line.
  - i. Proposed profile grade.
  - j. Type, size and horizontal location of existing utilities.
  - k. Drainage structures and numbers are shown
  - l. Drainage ponds are shown.
5. Cross Sections
- a. Existing ground line.
  - b. Preliminary templates at critical locations (not to exceed 500 feet).
  - c. Existing utilities shown.
6. Interchange Layout and Ramp Profiles
- a. Geometric dimensions.
  - b. Proposed profile grades.
7. Right-of-Way Control Survey
8. Signing and Pavement Markings
- a. Striping layout.
  - b. Sign structure locations.

**7.15 30% Bridge and Structural Plan Submittal**

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

**7.16 60% Roadway Plan Submittal**

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

1. Key Map
  - a. Project description and number shown.

- b. Equations, exceptions and bridge stations shown.
  - c. North arrow and scale included.
  - d. Consultant and CFX sign-off included.
  - e. Contract set index complete.
  - f. Index of sheets updated.
2. Drainage Maps
- a. Flood data shown.
  - b. Cross drains and storm sewer shown.
  - c. Bridges shown with beginning and ending stations.
  - d. Interchange supplemental sheets updated.
3. Typical Section Sheets
- a. All required typical sections are included.
  - b. Limited access right-of-way lines are shown.
  - c. Design speed and traffic are shown.
  - d. Special details have been completed.
  - e. Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a. Match lines shown.
  - b. Limited access right-of-way lines shown.
  - c. Stations and offset shown for all fence corners and angles.
  - d. All work shown should be within right-of-way or proposed easement.
  - e. Drainage structures and numbers are shown.
  - f. Drainage ponds shown.
  - g. Curve data and superelevation included.
  - h. Pavement edges, shoulders and dimensions shown.
  - i. Project and construction limits shown.
  - j. Bridges shown with beginning and ending stations.
  - k. General Notes.
5. Drainage Structures
- a. Drainage structures plotted and numbered.
  - b. Station location and offsets identified.
6. Cross Sections
- a. Templates are shown at all stations.
  - b. Limited access right-of-way lines are shown.
  - c. Cross section pattern sheet included.
  - d. Miscellaneous notes included.
  - e. Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details

- a. Geometric data shown.
  - b. Profiles finalized.
  - c. Coordinate data shown.
  - d. Limited access right-of-way lines shown.
  - e. Curve data shown.
  - f. Bearings and bridges shown.
  - g. Cross roads, frontage roads, and access roads shown.
  - h. Intersection details shown.
8. Traffic Control Plans
  9. Utility Adjustments
  10. Signing and Pavement Marking Plans
  11. Intelligent Transportation System (ITS) Plans
  12. Highway Lighting Plans
  13. Selective Clearing and Grubbing (if required)

**7.17 90 % Bridge and Structure Plan Submittal**

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

**7.18 90% Roadway Plan Submittal**

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
  1. Key Map
    - a. Length of Project with exceptions shown.
    - b. Index of sheets updated.
  2. Drainage Maps
    - a. Drainage divides, areas and flow arrows shown.
    - b. Elevation datum and design high water information shown.
    - c. Disclaimer and other appropriate notes added.
  3. Typical Section Sheets
  4. Plan and Profile Sheets
    - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.


- b. Limits of side road construction.
  - c. Angle and stationing for intersections.
  - d. Treatment for non-standard superelevation transitions diagramed.
  - e. General notes shown.
  - f. Special ditches profiled.
5. Drainage Structures
- a. Existing structures requiring modifications are shown.
  - b. Existing and proposed utilities are shown.
6. Soil Borings
- a. Soils data and estimated high seasonal groundwater table shown.
7. Cross Section Sheets
- a. Scale and special ditch grades shown.
  - b. Utilities plotted.
  - c. Sub-excavation shown.
  - d. Volumes computed and shown.
8. Utility Relocation Plans
- a. Utility relocation plans prepared.
9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Signalization Plans
12. Intelligent Transportation System (ITS) Plans
13. Highway Lighting Plans
14. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans**
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans**
- 7.21 Bid Set**

**CONSENT AGENDA ITEM  
#10**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

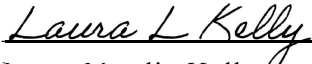
FROM: Aneth Williams   
Director of Procurement

DATE: August 8, 2023

SUBJECT: Approval of Pinel & Carpenter, Inc. as a Subconsultant to Nelson Mullins  
Riley & Scarborough LLP for Right-of-Way Counsel Services  
Contract No. 001477

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Board approval of Pinel & Carpenter, Inc. as subconsultant to Nelson Mullins Riley & Scarborough LLP to provide right of way acquisition analysis is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:   
Laura Newlin Kelly  
Associate General Counsel



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Nelson Mullins Riley & Scarborough LLP Date: 7/19/2023  
CFX Contract Name: Right of Way Counsel Services CFX Contract No.: 0014777

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: Pinel & Carpenter, Inc.  
Address: 1390 Hope Road, Suite 100, Maitland, FL 32751  
Phone No.: 407-648-2199  
Federal Employee ID No.: 51-1968215

Description of Services to Be Sublet: Right of Way- Acquisition appraisal analysis

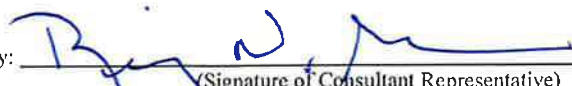
Estimated Beginning Date of Sublet Services: 01/01/2023

Estimated Completion Date of Sublet Services: 01/01/2024

Estimated Value of Sublet Services\*: \$ >\$24999.99

\*(Not to exceed \$24,999.99 without prior 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 the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By:   
(Signature of Consultant Representative)  
8/30/23  
Title

Recommended by:  Date: 8/30/2023  
(Signature of Appropriate Authority Director/Manager)

Approved by:  Date: Sep 5, 2023  
Michelle Maikisch (Sep 5, 2023 16:39 EDT)  
(Signature of Executive Director)


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM  
#11**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

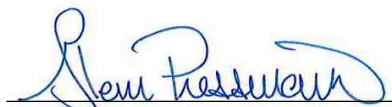
DATE: August 8, 2023

SUBJECT: Approval of Safety Systems Barricades and Taylor's Custom Services, LLC as Subcontractors to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services  
Contract No. 001151

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Board approval of Safety Systems Barricades and Taylor's Custom Services, LLC as subcontractors to Jorgensen Contract Services, LLC to provide maintenance of traffic and pavement marker installation is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:   
\_\_\_\_\_  
Don Budnovich, PE  
Director of Maintenance

  
\_\_\_\_\_  
Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: 07/25/2023

CFX Contract Name: Roadway and Bridge Maintenance Services CFX Contract No.: 001151

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

Subconsultant/Subcontractor Name: Safety Systems Barricades

Address: 6138 NW 74th Ave, Miami, FL 33166

Phone No.: 305-591-2688

Federal Employee ID No.: 26-3278034

D/M/WBE Subconsultant/Subcontractor? Yes X No (If Yes, D/M/WBE Utilization Form and Certification also required)

Description of Services to Be Sublet: Maintenance of Traffic

Estimated Beginning Date of Sublet Services: March 2021

Estimated Completion Date of Sublet Services: June 2024

Estimated Value of Sublet Services\*: \$ 100,000.00

\*(Not to exceed \$24,999.99 without prior Board Approval)

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

Requested By: Yu-Ri Che (Signature of Consultant/Contractor Representative)

Vendor Coordinator Title

Recommended by: (Signature of CFX Director of Maintenance)

Date: Jul 27, 2023

Approved by: Glenn Pressimone (Signature of Chief of Infrastructure)

Date: Aug 4, 2023

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: 07/28/2023

CFX Contract Name: Roadway and Bridge Maintenance Services CFX Contract No.: 001151

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

Subconsultant/Subcontractor Name: Taylor's Custom Services, LLC

Address: 16380 SE 65th St Rd, Ocklawaha FL, 32179

Phone No.: 352-787-7548

Federal Employee ID No.: 831610672

D/M/WBE Subconsultant/Subcontractor? Yes  No  (If Yes, D/M/WBE Utilization Form and Certification also required)

Description of Services to Be Sublet: Pavement marker installation

Estimated Beginning Date of Sublet Services: August 2023

Estimated Completion Date of Sublet Services: ~~August 2023~~ September 2023

Estimated Value of Sublet Services\*: \$ \$31,000.00

\*(Not to exceed \$24,999.99 without prior Board Approval)

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

Requested By: Sara Henningsgaard *Sara Henningsgaard*  
(Signature of Consultant/Contractor Representative)

Vice President  
Title

Recommended by: *[Signature]*  
(Signature of CFX Director of Maintenance)

Date: Aug 1, 2023

Approved by: Glenn Pressimone  
Glenn Pressimone (Aug 7, 2023 12:42 EDT)  
(Signature of Chief of Infrastructure)

Date: Aug 7, 2023


Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM  
#12**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 11, 2023

SUBJECT: Approval of Supplemental Agreement No. 2 with Kone, Inc. for Maintenance of  
CFX Headquarter's Elevators  
Contract No. 001190


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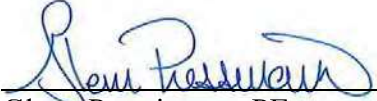
Board approval of Supplemental Agreement No. 2 with Kone, Inc. for a not-to-exceed amount of \$15,000.00 is requested. The original contract was for three years with renewal options.

The work to be performed includes elevator maintenance services.

Original Contract	\$ 21,024.00
Supplemental Agreement No. 1	\$ 2,601.08
First Renewal	\$ 35,858.96
Second Renewal	\$ 27,766.86
Supplemental Agreement No. 2	\$ 15,000.00
Total	\$ 102,250.90

This contract is included in the OM&A Budget.

Reviewed by:   
\_\_\_\_\_  
Don Budnovich, PE  
Director of Maintenance

  
\_\_\_\_\_  
Glenn Pressimone, PE

**SUPPLEMENTAL AGREEMENT NO. 2**  
**TO**  
**AGREEMENT**  
**FOR**  
**MAINTENANCE SERVICES FOR CFX HEADQUARTERS ELEVATORS**

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR MAINTENANCE SERVICES FOR CFX HEADQUARTERS ELEVATORS (“Supplemental Agreement”) is made and entered into this 14th day of September 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and KONE, INC., a Foreign Profit Corporation, registered to do business in the State of Florida, hereinafter called the “CONTRACTOR”.

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for maintenance services for CFX Headquarters elevators between CFX and the CONTRACTOR, dated March 1, 2016 and

WHEREAS, CFX elects to add additional funds to the Agreement to compensate for additional regulatory inspections, elevator restart and replacement items not outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONTRACTOR shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONTRACTOR in this Supplemental Agreement.



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

1. The Agreement is hereby amended as follows:
  - a. The Total Contract Amount is adjusted upward by \$15,000.00 to \$102,250.90.
2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

[Signatures to follow]

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

KONE, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Jo O Thacker  
Interim General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
MAINTENANCE AGREEMENT FOR HQ ELEVATORS  
CONTRACT NO. 001190  
SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 16<sup>th</sup> day of September 2016, by and between the Central Florida Expressway Authority ("CFX") and KONE, Inc. ("Contractor").

**WITNESETH:**

WHEREAS, CFX and the Contractor on March 1, 2016 entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide maintenance of HQ Elevators; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include upgrade Cab Lights.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include replacing the existing halogen cab lights with new LED cab lights, for \$2,601.08 (two Thousand six hundred and one dollar and 08/100).

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

CC SEP 16 4:10

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in duplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REVIEWED AND APPROVED  
BY CFX LEGAL

Joseph J. Lassitore

By:   
Director of Procurement

KONE, INC.

By: 

Print Name: Ron McCoy

Title: Branch Manager

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

30 SEP '16 PM 1:01

001190

Dedicated to People Flow™



**Purchaser ("Purchaser"):**

Central Florida Expressway  
4974 ORL Tower Road  
Orlando, Florida 32807

**Service Location ("Premises"):**

Central Florida Expressway  
4974 ORL Tower Road  
Orlando, Florida 32807

**KONE Inc. ("KONE")**

Orlando  
10003 Satellite Blvd Suite 203  
Orlando, Florida 32837

**KONE Care™ Plus Agreement for Vertical Transportation  
("Agreement")**

Central Florida Expressway Authority

*[Signature]*  
\_\_\_\_\_  
(Signature of Authorized Representative)

*Lisa Lombard*  
\_\_\_\_\_  
(Print Name)

*CFO*  
\_\_\_\_\_  
Title

*3-4-16*  
\_\_\_\_\_  
Date

Respectfully submitted,  
*[Signature]*  
\_\_\_\_\_  
Kelsey Barnes  
KONE Inc.

*[Signature]*  
\_\_\_\_\_  
(Approved by) Authorized Representative

*Branch Mgr.*  
\_\_\_\_\_  
Title

*2/25/16*  
\_\_\_\_\_  
Date

*Reviewed & Approved  
By CFEX Legal:  
Linda Blanton  
3-3-2016*

**EQUIPMENT DESCRIPTION ("Equipment")**

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
KONE			2								

**TENDER DATE:** 01/21/2016

**EFFECTIVE DATE:** ~~07/01/2016~~ *03/01/2016 KNB*

**PRICE**

\$551.00 per month payable by Purchaser annually in advance (\$6,612.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% Increase	\$ 562.02 per month	
Quarterly in advance payment	3% Increase	\$ 567.53 per month	
Monthly in advance payment	4% Increase	\$ 573.04 per month	

**SCOPE OF SERVICES**

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition,

*[Handwritten mark]*



unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

**TRACTION ELEVATORS**

**RELAY LOGIC CONTROL SYSTEM**

All control system components.

**MICROPROCESSOR CONTROL SYSTEM**

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

**GEARED/GEARLESS MACHINES**

All geared and gearless machine components.

**WIRING**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

**CAR EQUIPMENT**

All elevator control system components on the car.

**HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

**RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

**ROPES**

Hoist ropes, governor ropes, and compensation ropes.

**DOOR EQUIPMENT**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

**MANUAL FREIGHT DOOR EQUIPMENT**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counterbalancing equipment.

**POWER FREIGHT DOOR EQUIPMENT**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

**SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates. ✓

**HOURS OF SERVICE**

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

**SERVICE REQUESTS (CALLBACKS)**

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. ✓

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour. ✓

**TESTS**

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

**TRACTION ELEVATOR**

An annual no load test as required by applicable code.

**REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the





Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

**EXCLUSIONS**

The following are excluded from the scope of services.

**GENERAL**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

Notwithstanding anything contained to the contrary in this Agreement, KONE's scope of services shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of services without an applicable proposal to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform services in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during the performance of services before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that the areas where KONE will perform its services at all times meet applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its services in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its services shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the asbestos has been abated from the areas where KONE will perform its services and air clearance reports shall be made available upon request prior to the start of KONE's services.

Nothing contained within this agreement shall be construed or

interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

**OBSOLESCENCE**

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

**ELEVATOR**

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

?  
OK

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**REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

**SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. ~~To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.~~

**NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

**THIRD PARTY SERVICES**

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

**NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

**TERM AND TERMINATION**

This Agreement will commence on the effective date and continue for an initial period of THREE (3) years. This Agreement will thereafter automatically renew for successive terms of THREE (3) years. Either party may terminate this Agreement at the end of the initial THREE (3) year term or at the end of any subsequent THREE (3) year term by giving the other party no less





than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

*CFX may terminate for any reason or CANCELLATION no reason with 30 days notice*

~~If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~

#### ASSIGNMENT

~~Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.~~

#### PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

#### PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. ~~A charge of the greater of: (i) one and one-half percent (1.5%), or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~

*pursuant to the Prompt Payment Act.*

#### SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

#### TAXES

~~Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.~~

#### INDEMNIFICATION

~~To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.~~

*Rd*



**LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. ~~if there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.~~

KONE will provide Purchaser with a copy of its standard certificate of insurance.

~~Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.~~

**U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

**FORCE MAJEURE**

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

**VENUE**

The exclusive venue for any dispute between the parties shall be in the County and State of ~~the KONE office~~ as set forth on Page 1. **CFX**

**PROPERTY RIGHTS**

KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

**MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. ~~Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement.~~ The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

REVIEWED AND APPROVED  
BY CFX LEGAL  
*[Signature]*  
5-8-2016





**KONE Care Remote Monitoring Service Voice Link and Wireless Phone Service Option**

KONE will provide KONE Care Phone Monitoring Service.

Customer shall:

- Provide names and phone numbers of at least two of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one police, fire or local 911 agency phone number.
- Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Service Center will contact the points of contact in the order listed. The local authorities will be contacted if the previously mentioned points of contact cannot be reached.

If KONE wireless phone service is provided, then KONE provides the phone connection via a KONE provided wireless service and customer shall provide the ability to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. KONE also reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

If KONE does not provide wireless phone service, customer shall provide an analog phone line to the elevator machine room (to be terminated to the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

Activation Fee: No Charge

✓ Service Fees: Purchaser will also pay a service fee of \$480.00 per annual installment.

The Service Fee is based upon annual in advance payment. In the event Purchaser chooses an alternate payment option on page 1, additional surcharge will apply.

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1. Elevator 1		
2. Elevator 2		

Declined



First Point of Contact (Required)	
Name: ROBERT GLASEMAN	Title: FACILITIES SUPV.
Phone #: 407.690.5054	Cell Phone #: 407.690.7.5054
Second Point of Contact (Required)	
Name: CLAUDE MILLER	Title: DIR. OF MAINT.
Phone #: 407.690.5371	Cell Phone #:
Third Point of Contact (Optional)	
Name: CARRIE BAKER	Title: CONTRACT SUPP. SPECT.
Phone #: 407.690.5330	Cell Phone #:
Local Emergency Authorities (Required)	
Fire Department Phone #: 407.246.2634	Police Department Phone #: 407.246.2470

If Purchaser wishes to include KONE Care Phone Monitoring and/or Wireless Phone Services In the Agreement, Purchaser will accept by initialing below.

Accepted

---




## ATTACHMENT A

### OPTION #1: THIRD-PARTY INSPECTIONS

Florida Elevator Code requires an independent third-party qualified elevator inspector (QEI) inspect elevators annually and witness the annual and five year tests that are conducted under the agreement. KONE shall include the cost of third-party annual and five year inspections in the contract price. **If this option is accepted, add \$33.00 per month to the stated contract price.** If this option is not accepted then Owner must, by Florida Law, contract with a third-party inspector to perform these inspections. ✓

ACCEPTED: \_\_\_\_\_

REJECTED: \_\_\_\_\_

 25 FEB 16

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396 \*




**CONSENT AGENDA ITEM  
#13**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 24, 2023

SUBJECT: Approval of High Five Solutions LLC and La Roka Company Inc. as  
Subcontractors to Aero Groundtek LLC for Landscape Maintenance Services  
Contract Nos. 001680 and 001681

---

Board approval of High Five Solutions LLC and La Roka Company Inc. as subcontractors to Aero Groundtek LLC to provide litter and trash removal and pine straw installation is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:



\_\_\_\_\_  
Don Budnovich, PE  
Director of Maintenance



\_\_\_\_\_  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant/Contractor: Aero Groundtek LLC

Date: 8-7-2023

CFX Contract Name: Landscaping Maintenance Services S.R. 408, SR 417 and CFX's Headquarters Building CFX Contract No.: 001680 & 001681

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

Subconsultant/Subcontractor Name: High Five Solutions LLC.

Address: 500 Arbor Pointe Ave. Minneola, FL. 34715

Phone No.: 321-278-3502

Federal Employee ID No.: 85-2761887

Description of Services to Be Sublet: Litter and Trash Removal.

Estimated Beginning Date of Sublet Services: November 15, 2021

Estimated Completion Date of Sublet Services: November 14, 2023

Estimated Value of Sublet Services\*: Greater than \$25,000  
\*(Not to exceed \$24,999.99 Balance )

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

Requested By: William Sandritter   
(Signature of Consultant/Contractor Representative)

General Manager  
Title

Recommended by:   
(Signature of Appropriate CFX Director/Manager)

Date: Aug 23, 2023

Approved by: Glenn Pressimone  
(Signature of Appropriate Services Chief)

Date: Aug 23, 2023

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant/Contractor: Aero Groundtek LLC

Date: 8-7-2023

CFX Contract Name Landscaping Maintenance Services S.R. 408, SR 417 and CFX's Headquarters Building CFX Contract No.: 001680 & 001681

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

Subconsultant/Subcontractor Name: La Roka Company Inc.

Address: 224 Lee Ave. NE. Live Oak, FL. 32064

Phone No.: 386-205-0057

Federal Employee ID No.: 45-0574114

Description of Services to Be Sublet: Pine Straw Installation

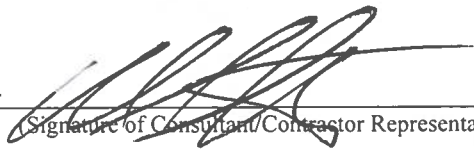
Estimated Beginning Date of Sublet Services: November 15, 2018

Estimated Completion Date of Sublet Services: November 14, 2023

Estimated Value of Sublet Services\*: Greater than \$25,000  
\*(Not to exceed \$24,999.99 without prior Board Approval)

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

Requested By: William Sandritter



(Signature of Consultant/Contractor Representative)

General Manager

Title

Recommended by: Glenn Pressimone

(Signature of Appropriate CFX Director/Manager)

Date: Aug 23, 2023

Approved by: Glenn Pressimone

Glenn Pressimone Aug 23, 2023 12:49 EDT

(Signature of Appropriate Services Chief)

Date: Aug 23, 2023


**Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.**

**CONSENT AGENDA ITEM  
#14**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 25, 2023

SUBJECT: Approval of Supplemental Agreement No. 2 with Louis Berger & Associates, Inc.  
for Systemwide Facilities Maintenance Services  
Contract No. 001910


---

Board approval of Supplemental Agreement No. 2 with Louis Berger & Associates, Inc. for a not-to-exceed amount of \$325,000.00 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional facilities maintenance services.

Original Contract	\$12,430,000.00
Supplemental Agreement No. 1	\$ 205,000.00
Supplemental Agreement No. 2	<u>\$ 325,000.00</u>
Total	\$12,960,000.00

This contract is included in the OM&A Budget.

Reviewed by:   
\_\_\_\_\_  
Don Budnovich, PE  
Director of Maintenance

  
\_\_\_\_\_  
Glenn Pressimone, PE

**SUPPLEMENTAL AGREEMENT NO. 2**  
**TO**  
**FACILITIES MAINTENANCE SERVICES**  
**CFX Systemwide Facilities Maintenance Services**

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT FOR CFX SYSTEMWIDE FACILITIES MAINTENANCE SERVICES (“Supplemental Agreement”) is made and entered into this 14th day of September 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and the consulting firm of LOUIS BERGER HAWTHORNE SERVICES, INC., a foreign profit corporation, hereinafter called the “CONTRACTOR”.

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Facilities maintenance services between CFX and the CONTRACTOR, dated June 9, 2022; as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONTRACTOR dated August 10, 2023 (collectively, the “Agreement”); and

WHEREAS, Articles 1.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, the compensation to be paid to the CONTRACTOR shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONTRACTOR in this Supplemental Agreement.

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

1. Exhibit "B" of the Agreement is hereby amended as follows:
  - a. The Work Order allowance is adjusted upward by \$325,000.00 to \$780,000.00.
  - b. The Total Contract Amount is adjusted upward by \$325,000.00 to \$12,960,000.00.
2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

LOUIS BERGER HAWTHORNE SERVICES, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Jo O Thacker  
Interim General Counsel

**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO**  
**AGREEMENT FOR**  
**CFX Systemwide Facilities Maintenance Services**

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT FOR CFX SYSTEMWIDE FACILITIES MAINTENANCE SERVICES (“Supplemental Agreement”) is made and entered into this 10th day of August 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and LOUIS BERGER HAWTHORNE SERVICES, INC., a foreign profit corporation, hereinafter called the “CONTRACTOR”.

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Facilities maintenance services between CFX and the CONTRACTOR, dated June 9, 2022; and

WHEREAS, Articles 1.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, the compensation to be paid to the CONTRACTOR shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONTRACTOR in this Supplemental Agreement.

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


1. Exhibit "B" of the Agreement is hereby amended as follows:

- a. The Lump Sum Amount remain unchanged at \$12,180,000.00.
  - b. The Work Order Allowance are adjusted upward by \$205,000.00 to \$455,000.00.
  - c. The Total Contract Amount is adjusted upward by \$205,000.00 to \$12,635,000.00.
2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.



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


CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By:  8/30/2023  
Aneth Williams, Director of Procurement

LOUIS BERGER HAWTHORNE SERVICES, INC.

By:   
Print Name: Christopher Houghton  
Title: Sr. Vice President

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 28 day of August, 2023 for its exclusive use and reliance.

By:   
Jo O. Thacker, Interim General Counsel

# **CONTRACT**



**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**



**AND**

**LOUIS BERGER HAWTHORNE  
SERVICES, INC.**

**CFX SYTEMWIDE FACILITIES MAINTENANCE SERVICES**

**CONTRACT NO. 001910**

**CONTRACT DATE: JUNE 09, 2022  
CONTRACT AMOUNT: \$12,430,000.00**

**CONTRACT, MEMORANDUM OF  
UNDERSTANDINGADDENDA, SCOPE OF SERVICES,  
METHOD OF COMPENSATION, TECHNICAL PROPOSAL,  
PRICE PROPOSAL, AND POTENTIAL CONFLICT  
DISCLOSURE FORM**

**CONTRACT, MEMORANDUM OF UNDERSTANDING ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM**

**CFX SYTEMWIDE FACILITIES MAINTENANCE SERVICES**

**CONTRACT NO. 001910**

**JUNE 2022**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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CONTRACT 001910

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**Contract No. 001910**

This Contract No. 001910 (“Contract”) is made this 9<sup>th</sup> day of June 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and LOUIS BERGER HAWTHORNE SERVICES, INC., a foreign profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 412 Mount Kemble Avenue, Morristown, NJ 07960, hereinafter “the CONTRACTOR.”

**WITNESSETH:**

**WHEREAS**, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the “CFX Act”) to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act; and

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” and

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to perform facilities maintenance services on State Road (“SR”) 408, SR 417, SR 414, SR 429, SR 528, SR 538, SR 451 and SR 453 under this Contract, and related tasks as may be assigned to the CONTRACTOR by CFX; and

**WHEREAS**, on or about March 28, 2022, CFX issued Request for Proposals (“RFP”) seeking qualified contractors to perform facilities maintenance services on State Road (“SR”) 408, SR 417, SR 414, SR 429, SR 528, SR 538, SR 451 and SR 453; and

**WHEREAS**, CONTRACTOR was selected as the most responsive and responsible proposer of two (2) qualified firms that responded to the RFP and was ultimately selected.

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

## 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, attached hereto as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). The Services to be provided under this Contract include performing maintenance of, and administration and management services related to facilities maintenance services on State Road ("SR") 408, SR 417, SR 414, SR 429, SR 528, SR 538, SR 451 and SR 453 in Orange, Lake and Osceola County, Florida as detailed in the Contract Documents (hereinafter defined) and any amendments, supplements, or modifications thereto. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

CFX does not guarantee that all of the Services described in the Scope of Services will be assigned during the Term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the Services set forth herein performed by other contractors or CFX staff.

CONTRACTOR understands and acknowledges that CONTRACTOR shall only be responsible for performance of the Services outlined in the Scope of Services and Maintenance Specifications to the extent such Services were outlined in the bid item tabulation (Bid Form) attached to the CONTRACTOR'S response to the RFP.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

- 1.1 This Contract, including insurance policies and bonds,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,

1.6 The Technical Proposal submitted by CONTRACTOR, and

1.7 The Price Proposal submitted by CONTRACTOR.

## **2. TERM AND NOTICE**

The initial term of the Contract will be five (5) years from the date indicated in the notice to proceed with the Services issued by CFX (“Notice to Proceed”), hereinafter “Initial Contract Term.” CFX may elect, in its sole and absolute discretion, to renew the Initial Contract Term for up to five (5) additional one-year terms (collectively or individually referred to herein as a “Renewal Term”). Renewals may be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX’s needs. If a Renewal Term is exercised, CFX will provide CONTRACTOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Contract Term or any applicable Renewal Term. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the “Term”.

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon written notice for convenience or written notice for cause for CONTRACTOR’s material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to the date of termination. CONTRACTOR will not be paid for special, indirect, consequential, or other undocumented costs and expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the Notice to Proceed; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or Services required by the Contract; (iv) fails to comply with the terms and conditions of the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide



notice in writing to the CONTRACTOR of such delay, neglect or default ("Default Notice"). If CONTRACTOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from CONTRACTOR and to declare the Contract in default. If the Contract is declared in default, CFX may elect in its sole and absolute discretion, to terminate all or a portion of the Services, this Contract in whole or in part, or otherwise remove the Services from the Contractor and assume and assign to another contractor the Services set forth in this Contract.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain other contractors for the completion of the Services under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. In the event the expense of the Contract completion is less than the amount still outstanding under the Contract, the expense shall be deducted from the amount still outstanding. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the Initial Contract Term is \$12,430,000.00.

3.2 CFX agrees to pay CONTRACTOR for Services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

### **4. AUDIT AND EXAMINATION OF RECORDS**

4.1 Definition of Records:

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

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

4.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR

or any subcontractor. By submitting a response to the RFP, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

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

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

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

## **5. PUBLIC RECORDS**

**5.1 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

**RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.**

5.2 Notwithstanding the section on “Press Releases,” CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

(e) Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall

immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section 5 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

## 6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

6.3 As required by Section 348.753, Florida Statutes, and CFX’s Code of Ethics, CONTRACTOR agrees to complete CFX’s Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit “C.”**

6.4 In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract Services.

6.5 CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

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

## **7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES**

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises (“D/MBEs”) and Women’s Business Enterprises (“WBEs”) whereby CFX has adopted CFX Policy BD-1 setting a goal for D/MBE and WBE participation objective (“D/MBE Policy”). CONTRACTOR acknowledges CONTRACTOR has read and reviewed the D/MBE Policy and agrees to comply with the terms and conditions of the D/MBE Policy. Under CFX’s program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in the provision of Services under the Contract with respect to the maintenance and operation of the Central Florida Expressway System in accordance with the D/MBE Policy. CONTRACTOR shall provide information regarding its employment of such businesses, the percentage of payments made to such businesses and others, and compliance with the program requirements of the D/MBE Policy. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR’s invoices and shall be in a form reasonably acceptable to CFX.

## **8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND**

8.1 Anything contained herein to the contrary notwithstanding, during the Term of the Contract and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR’S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

8.2 Upon execution of the Contract, the CONTRACTOR shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Services shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

8.3 CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

(a) Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract

(b) Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

(c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

(d) Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

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

(f) Information Security/Cyber Liability Insurance. If a data breach is possible, the CONTRACTOR shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (Only applicable for Vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the Term of the Contract and for no less than two (2) years after termination/ completion of the Contract.

(g) Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services under this Contract, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

(h) Commercial Crime Insurance: If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

(i) Fiduciary Liability Insurance: If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.



8.4 Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

8.5 Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

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

8.8 If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

#### 8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one (1) year after the date when final payment becomes due, except as

provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the performance and payment bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

## **9. CONTRACTOR RESPONSIBILITY**

9.1 CONTRACTOR shall take any and all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(a) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the Services;

(b) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the Central Florida Expressway System or other areas upon which Services are performed;

(c) members of the public who may be traveling on the Central Florida Expressway System and their vehicles.

9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Scope of Services, policies of CFX, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (a) those relating to the safety of persons and property and their protection from damage, injury or loss;
- (b) all workplace laws, regulations, and posting requirements;
- (c) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (d) compliance with the public records laws of Chapter 119, Florida Statutes.

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Central Florida Expressway System or in any way involved in the provision of Services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a ten percent (10%) interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR to perform roadway and bridge maintenance services on behalf of CFX.

## 10. INDEMNITY

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

10.2 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees arising from or related to the performances or non-performance of the Services as required hereunder by the CONTRACTOR. This indemnification shall include, without limitation, any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third-party rights of any kind, by or arising out of any one or more of the following:

- (a) violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- (b) CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- (c) CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- (d) CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- (e) CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

(f) CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

(g) CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

10.3 CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the one percent (1%) is included in the amount negotiated for each authorized task.

## **11. PRESS RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation, the CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

## **12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; or

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; and

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; and

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR

shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

### **13. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

### **14. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

### **15. NOTIFICATION OF CONVICTION OF CRIMES**

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel (hereinafter defined) shall be convicted of any crime, whether state or federal, or felony or misdemeanor of

any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

## **16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Control Manager, Project Superintendent and Contract Support Specialist (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract in accordance with the standards and requirements set forth in the Scope of Services. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be



notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing Services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

## **18. SUBLETTING AND ASSIGNMENT**

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

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

## **19. DISPUTES**

All Services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the Services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the Services that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **20. OTHER SEVERABILITY**

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## **21. INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

## **22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT**

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

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

### **23. GOVERNING LAW AND VENUE**

This Contract, and all claims, controversies, and causes of action arising out of or relating to this Contract, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section shall survive the expiration or termination of this Contract and continue in full force and effect.

### **24. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR’s employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR’s employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR’s employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

## **25. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

## **26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by CFX, whichever is later.

## **27. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

- 27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

- 27.2 Payment to CONTRACTOR for satisfactory Services performed or for termination expenses, if applicable; and
- 27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 27.4 Obligations upon expiration or termination of the Contract; and
- 27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

**28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

- 28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

**29. INSPECTOR GENERAL**

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

**30. E-VERIFY**

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the Term of this Contract.

**31. APPROPRIATION OF FUNDS**

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

**32. NOTICE TO THE PARTIES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: Director of Maintenance

With a copy to: CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: General Counsel

CONTRACTOR: LOUIS BERGER HAWTHORNE SERVICES, INC.  
640 Ocoee Business Parkway, Suite 10  
Ocoee, FL 34761  
ATTN: Christopher Warren, Vice President

**33. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit “A” Scope of Services

Exhibit “A1” CFX Incident Response Plan

Exhibit “A2” CFX Facilities Maintenance Specifications

Exhibit “A3” - CFX Toll Facilities Index and Map Feb 2022

Exhibit “B” Method of Compensation

Exhibit “C” Contractor Technical Proposal

Exhibit “D” Contractor Price Proposal

Exhibit “E” Potential Conflict Disclosure Form

Attachment 1 – Memorandum of Agreement

Attachment 2 – Addendum Nos. 1 and 2

[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 09, 2022.

ACCEPTED AND AGREED TO BY:

LOUIS BERGER HAWTHORNE SERVICES, INC.

By: *Cl. Houghton*  
Christopher Houghton  
Title Vice President

ATTEST: *Mark V Sadowski*

DATE: 7/26/2022



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: **Aneth Williams** Digitally signed by Aneth Williams  
Date: 2022.08.08 08:36:08 -04'00'  
Director of Procurement

Print Name: Aneth Williams

Date: \_\_\_\_\_

Approved as to form and execution for the use and reliance by CFX only.

**Laura Newlin Kelly** Digitally signed by Laura Newlin  
Kelly  
Date: 2022.07.29 10:38:51 -04'00'  
General Counsel for CFX

Diego "Woody" Rodriguez  
Print Name



EXHIBIT "A" – SCOPE OF SERVICES

- Exhibit "A1" CFX Incident Response Plan
- Exhibit "A2" CFX Facilities Maintenance Specifications
- Exhibit "A3" CFX Toll Facilities Index and Map Feb 2022

**TABLE OF ATTACHMENTS  
FACILITIES MAINTENANCE SPECIFICATIONS**

<u>Attachment</u>	<u>Attachment Title</u>
1	Air Conditioning and Heating Equipment
2	Electrical
3	Emergency Generators
4	Locksmith
5	Pest Control
6	Plumbing
7	Roofs
8	Elevators
9	Pressure Cleaning and Vacuum Cleaning Toll Facilities
9A	Pressure Cleaning – Buildings
10	Pavement Marking and Signing
11	Water Treatment Facilities
12	Wastewater Facilities
13	Miscellaneous Building Repairs
14	Painting
15	Asphalt-In-Place Repair
16	Concrete Repairs and Joint Sealing
17	Litter Removal
18	Roadway, Canopy, Parking Lot and Sign Lighting
19	Drainage Systems
20	Grounding and Ground System Testing

**TABLE OF ATTACHMENTS  
FACILITIES MAINTENANCE SPECIFICATIONS**

21	Fire Alarms and Extinguishers
22	Graffiti and Stain Removal

## Attachment 1

### AIR CONDITIONING AND HEATING EQUIPMENT

#### 1.0 Description

Perform inspection, maintenance, and repair of air conditioning and heating equipment.

Given the number of air conditioning units on the CFX System, the Contractor shall have at least two First Tier (2) subcontractors in addition to their own qualified personnel performing the work. The work shall be equally distributed as appropriate.

Personnel performing work on the CFX Headquarters Building chiller system shall be qualified and experienced with such systems. The Contractor shall provide qualifications and experience of this personnel to the Director of Maintenance for approval within 30 days of Notice to Proceed.

#### 2.0 Qualifications

2.1 Personnel performing the work shall be currently licensed by the State of Florida in accordance with State laws.

2.2 Submit copy of the individual's license from the State of Florida as a Class "A" Certified Air Conditioning Contractor.

2.3 The Contractor shall provide proof that personnel performing the work are certified in types of equipment and controls to be maintained and or repaired.

#### 3.0 Responsibilities

3.1 Perform inspection, maintenance, and repair of air conditioning and heating equipment as specified herein.

3.2 Prepare and submit a plan of proposed maintenance services to the CFX Director of Maintenance within 3 months of the award of the contract. This shall include maintenance plans for all serviceable components.

3.3 Filters shall be replaced at the following frequencies:

##### Toll Plazas

- All toll plazas shall be replaced quarterly using ONLY Pleated High efficiency filters, minimum MERV-8.

### Magnolia E-PASS Service Center

- Filters at the r shall be replaced every two months using ONLY Pleated High efficiency filters minimum MERV-8.

### CFX Headquarters

- The 2-inch-thick filters for the seven main air handlers shall be replaced every two months. ONLY Pleated High efficiency filters minimum MERV-8.
- The 12-inch-thick filters for the seven main air handlers shall be replaced every twelve months. ONLY Pleated High efficiency filters minimum MERV-13.
- The 1-inch thick filters for the two split systems shall be replaced every two months using ONLY Pleated High efficiency filters minimum MERV-8.
- The washable filters for the wall mounted split system shall be cleaned every two months in accordance with the manufacturer's recommendation.
- The VFD filters in the chiller yard shall be replaced every three months.

The contractor shall write the date of installation on each filter installed.

Any filter discovered that is older than that specified above shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) beginning from the scheduled date for change until the date of replacement. All filters shall be changed within the first 60 days of the Notice to Proceed. The Contractor shall take time stamped photo of each filter change that can be provided to CFX upon request. All used filters shall be removed from the CFX property. Contractor shall not use CFX dumpsters for disposal of filters.

## 3.4 Operations Inspections and Maintenance Checks

Perform inspection and maintenance checks (preventive maintenance) on all units two (2) times each year (Spring: March-May and Fall: September-November). All items in the preventive maintenance inspection shall be checked along with any other item necessary to ensure that each unit is operating properly. All heating units shall be cleaned during the Fall inspection and maintenance check.

3.4.1 The inspection and maintenance checks shall consist of, but are not necessarily limited to, the following:

- a. Clean condenser and evaporator coils. Spring
- b. Check motors for proper operation, noises or vibrations. Spring and Fall
- c. Clean and oil air handling units (squirrel cages and fans). Spring
- d. Clean drain pans and condensate lines. Spring and Fall
- e. Lubricate all motors that require lubrication. Spring

- f. Check and record electrical system for proper voltages and amperages. Spring and Fall  
Check controls and thermostats for proper operation. Spring and Fall
- g. Replace filters (see section 3.3 above).
- h. Check refrigerant level and add refrigerant and check for/repair leaks as needed.
- i. Check electrical connections. Spring and Fall
- j. Check for vibrations and noises. Spring and Fall
- k. Check all belts and alignment of belt pulleys. Spring and Fall
- l. Replace worn belts. Replace belts at least once a year. Fall
- m. Record refrigerant pressure and include super heat and subcooling temperatures. Spring and Fall
- n. Test and balance all mainline plaza administration and tower buildings and the headquarters building once every five years and provide test and balance report for each location.
- o. Check and verify proper operation of computer control systems and repair as needed. Spring and Fall
  
- p. Check and record supply and return air temperatures.
- q. Install drain pan treatments quarterly. Use the amount recommended by the manufacturer of the drain pan treatment.
- r. Repair or replace all deficient or damaged parts or components identified during the inspection as needed.

### 3.5 Maintenance Schedule

- 3.5.1 For the mainline and ramp toll plaza buildings provide the operation inspection and maintenance checks listed above, Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 5:00 p.m.

For the CFX Headquarters and Magnolia E-Pass Service Center buildings provide the operation inspection and maintenance checks listed above, Monday through Friday, 12:00 a.m. to 5:00 a.m. or on a Sunday.

At the Contractor's request, the Director of Maintenance, may consider alterations to the above time schedules dependent upon CFX's operational needs.

Any preventative maintenance inspection performed outside of the time frames indicated above shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) beginning from the end of the scheduled period until the date the inspection is performed, and the inspection report is submitted.

### 3.6 Unscheduled Service, Repairs and Replacements

- 3.6.1 Provide unscheduled service calls, including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary, to keep the equipment in good operating condition.
- 3.6.2. Emergency repair response time (the time taken to arrive at the site after notification) shall be two (2) hours or less regardless of the day or time of the notification for critical repairs. Failure to complete the work per the time frames above shall result in a reduction of compensation as defined in the Scope of Services (5.3.7).

As a minimum, all spaces that are manned or are locations for electronic equipment are considered critical. All mainline plaza recorder rooms are equipped with a 220volt outlet to utility and emergency power. This outlet will accommodate the portable air conditioning unit until a “down” unit is back in operation. The Contractor shall transport, install and operate the portable unit when required. The Contractor shall perform the same operation inspections and maintenance checks on the portable unit as listed above for permanent units.

- 3.6.3 For the toll booth air conditioning units identified in the attached list, repair a “down” unit within 72 hours after receipt of notification. Failure to comply with this completion schedule will result in assessment of 1 Liquidated Damages PF-1 (See Scope of Services 5.5).
- 3.6.4 The air conditioning units in the CFX Headquarters Building and Magnolia E-PASS Service Center shall remain in operation Monday through Friday between the hours of 7:00 a.m. and 1:00 a.m., and 7:00 a.m. to 7:00 p.m. on Saturday. Any maintenance-related shut downs to the system must be performed outside of this time range or on weekends.

### 3.7 Reports

- 3.7.1 After completion of the operation inspection and maintenance check, submit separate written reports to the Director of Maintenance for each location giving the overall status of the equipment and providing specific recommendations concerning equipment replacement or changes, if any, which should be considered to reduce the overall operating costs and/or to improve equipment performance.
- 3.7.2 Reports shall be attached to the monthly invoice.

- 3.7.3 Submit a sample report to the Director of Maintenance for approval prior to the initial payment.

### 3.8 Maintenance Log

- 3.8.1 Develop and use a maintenance log for each unit location. Logs shall be kept at the CFX sites in a place easily accessible by CFX personnel and kept current as to the last routine maintenance or repair activity performed. All logs shall be the property of the CFX.

- 3.8.2 The logs at a minimum shall include the following:

- a. Columns showing the make, model, and serial number of the equipment.
- b. Date and time in and out for each Contractor activity, routine maintenance or repair performed, brief description of work completed, comments, and name of servicing mechanic.
- c. Equipment's general condition, operating data, noises, vibration, temperatures and pressures in comparison to last visit.

- 3.8.3 Submit a sample log form to the Director of Maintenance for approval prior to its use in the site

## 4.0 Type and Location of Air Conditioning and Heating Equipment

Below are some typical units that are installed at the facilities. There are over 250, 1 to 5-ton units, over 45, 5 to 12-ton units and at least 3 over 12-ton units. The Contractor is responsible for preparing a complete inventory of all units. Failure to note these units in this list or by quantity does not alleviate the Contractor from the responsibility of response and repair of the units. The units listed below are for understanding of the typical units and SHALL NOT be considered a full list of units.

### **Type 1. Tunnel Plaza**

Main Building - 1 Main Building Unit, 1 Tunnel makeup Air Unit, 1 recorder Room Unit. (Exception Hiawassee – has 3 Recorder and Tech Room Units)  
Booths – Trane or Coleman (or like) (8 units)

### **Type 2. Bridge Main Plaza**

Main Buildings - 1 Main Building Unit each building, 1 recorder Room Unit, each building.  
Booths – Trane or Coleman (or like) (8 to 12 units)



- Type 3. AET Gantry Main Plaza.**  
**Main Building: 2 Units each.**
- Type 4. Older Ramps**  
Main Building - Trane (1 units)  
Recorder Room (1 unit)
- Type 5. Newer Ramps**  
Main Building - Trane (1 unit)  
Recorder Room Liebert (1 unit)
- Type 6. CFX Headquarters**  
Air Cooled Chiller (Chilled Water)  
Multiple Air Handlers  
Multiple Variable Volume Boxes  
Carrier (2 units)  
Liebert (3 units)
- Type 7. E-PASS Service Center (525 South Magnolia Road)**  
Roof Top (2 units)  
Liebert (1 unit)

END OF ATTACHMENT 1

## Attachment 2

### ELECTRICAL

#### 1.0 Description

Perform inspection, maintenance, installation, replacement, and repair of electrical items including but not limited to panel boxes, panels, breakers, fuses, contactors, disconnects, indoor and outdoor fixtures, transformers, switches, ballasts, fittings, controls, rewiring, light bulbs, traffic signals, canopy lights, parking lot lighting, lightning protection systems, generator systems, receptacles, severed/damaged conduits, cables,, and automatic transfer switches..

#### 2.0 Qualifications

2.1 Personnel performing the work shall be currently licensed in accordance with the laws of the State of Florida.

2.2 Submit a copy of the qualifying individual's license from the State of Florida as a state certified electrical contractor.

#### 3.0 Responsibilities

3.1. Within six months after the date of the Notice to Proceed for the Contract, and at annual intervals thereafter, perform an operation and maintenance inspection at all building sites consisting of, but not limited to:

- a. Meter check loads on all panels to verify balance among phases.
- b. Notify CFX of any unusual or excessive electrical consumption.
- c. Check breakers for proper electrical connection and tightness.
- d. Check switches for proper amperes, voltage rating and type.
- e. Check fuses, change fuses when necessary.
- f. Cover any open blank slots in panels, install removed box and wireway covers and clean up any mismanaged wires associated with the power systems at all facilities included in this Scope of Work.
- g. Check locks at breakers/panels, provide new locks when necessary.
- h. Check all visible wires/cables for proper insulation.
- i. Check all visible electrical connections for tightness. (Utilize torque screw driver as needed)
- j. Perform minor repairs and preventive maintenance for those recurring tasks that may require minor disassembly and removal of available inspection covers for internal inspections, measurements, and adjustments including minor repairs and/or replacement of

routine expendable parts, controls, switches, indicator lamps and similar items. Repair or replace junction boxes, raceways, covers and related hardware.

- k. Label all unlabeled circuits in breaker panels. All Circuit Breaker Schedules shall be kept current and are the responsibility of this contract regardless if removed by others.
- l. Check and verify proper operation of building emergency shutoff.
- m. Check lightning protection system once per month and after known or reported lightning strikes. Perform Grounding tests as called out in the grounding section.
- n. Check all TVSS units and replace defective components.

Any initial electrical inspection that has not been completed and the report not submitted for each complete building site within 6 months of NTP shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) beginning from Contract day 181 until the date the report is submitted for each report that is late. Any annual electrical inspection that has not been completed and report for each complete building site not submitted by the 365<sup>th</sup> day following the date of the initial report shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) for each day and for each report that is late.

- 3.2 Perform an Infrared test by a certified technician on all electrical equipment in accordance with the National Fire Protection Association (NFPA) guidelines at all building sites every three years and provide a report of results to the Director of Maintenance.
- 3.3 On-Going Electrical Service Repairs and Replacements
  - 3.3.1 Provide electrical service calls, including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary to keep the electrical system in good operating condition.
  - 3.3.2 All work shall be performed by using direct replacement components as provided in the initial installation or a pre-approved equal as designated by written submittal and approval. All components shall be UL listed or approved materials.
  - 3.3.3 Use a licensed Master or Journeyman Electrician to perform the work. Modifications from existing systems shall be performed by a licensed Master Electrician and approved as changes to the existing system.
  - 3.3.4 Furnish personnel lift and/or bucket truck. The personnel lift and/or bucket

truck shall be outfitted with amber strobes and traffic control devices as appropriate.

- 3.3.5 Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours regardless of the day or time of the notification. Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.7).
- 3.3.6 Provide all interaction and coordination with the Power Companies to troubleshoot, repair and coordinate repairs for all electrical systems. Loss of power from a power company shall warrant calls to that power company within two (2) hours of outage by contractor and estimate of restoration shall be sent in writing to the Director of Maintenance.
- 3.3.7 Repair and/or replace all lighting components that are not functioning within 72 hours. Lighting components that are on photocells shall be examined at night for functionality and shall be replaced within 72 hours if not functioning. Broken or discolored lenses shall be replaced as part of this contract. All exterior lights shall be checked monthly and replaced immediately upon observing they are not functioning or by service call. Failure to comply shall result in Liquidated Damages PF-1 (See Scope of Services 5.5)
- 3.3.8 Emergency lighting shall be replaced or repaired if malfunctioning within 24 hours. Failure to comply shall result in Liquidated Damages PF-1 (See Scope of Services 5.5)
- 3.3.9 All work shall be done in rigid galvanized steel except when located behind drywalls or in ceilings where EMT is permitted. All electrical conduits shall have a ground conductor (green). Upon completion of all work on electrical service installation, perform soil resistance test to insure a resistance value no more than 25 ohms for each ground rod. All ground rods shall be a minimum of 3/4" x 20 ft. copper, cadweld unions except where attached to the cold-water pipe.

#### 3.4 Reports

- 3.4.1 After completion of each electrical or repair, the Contractor shall submit a detailed written report to the Director of Maintenance. The report shall list each location and show the following information:
  - a. Overall status of the main electrical components such as panel boxes,

panels, and breakers. Include measurements, adjustments, minor repairs and/or replacement of parts performed.

- b. Specific recommendations concerning equipment/parts replacement or changes, if any, which should be considered to reduce the overall operating costs, improve the performance and/or system reliability.

3.4.2 Report shall be attached to the monthly invoice.

3.4.3 Submit a sample report to the Director of Maintenance for approval prior to the initial payment.

### 3.5 Quality Assurance

3.5.1 Work and materials shall be in accordance with local codes and agencies and authorities having jurisdiction and with the codes and methods described in the publications of the Institute of Electrical and Electronic Engineers, the Illuminating Engineering Society, the Insulated Power Cable Engineers association, the National Electrical Code, the National Electrical Safety Code, the National Electrical Manufacturers Association, and the National Fire Protection Association.

END OF ATTACHMENT 2

## Attachment 3

### EMERGENCY GENERATORS

#### 1.0 Description

Perform inspections, routine maintenance, parts replacements, fueling of tanks, repair of emergency generator equipment, and automatic transfer switches.

Each Mainline and Ramp plaza, Hiawassee Data Center (2), Magnolia E-Pass Service Center as well as the Headquarters Building has a generator and all shall be included in the maintenance contract. The generators at the toll facilities use LP fuel with the exception of Poinciana Parkway. The generator at the Headquarters and Poinciana Parkway buildings are diesel. CFX Headquarters Building currently has 5 portable gasoline powered generators. A recent inventory of existing generators is included in the appendix for information. The Contractor shall be responsible for preparing a complete inventory of all generators including as a minimum the make, model, size and fuel type.

#### 2.0 Qualifications

Personnel performing routine services shall have experience in inspecting, maintaining and repairing emergency generator sets of the size and capacity of those on the CFX system.

Any repairs to the generator system shall be performed by a Factory Certified Technician for the respective generator manufacturer for the generator to be repaired.

#### 3.0 Responsibilities

##### 3.1 Emergency Generator Service and Repairs

- 3.1.1 Emergency generator service calls, including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary to keep the emergency generators in good operating condition.

Repairs to emergency generators shall be performed by a Factory Certified Technician for the respective generator manufacturer for the generator to be repaired. Repair response time (the time taken to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification.

In addition to responding to emergency repairs, the Contractor shall also

dispatch a generator technician to any reported loss of line power regardless of whether the generator is operating or not. The response time for this situation shall also be no more than two (2) hours regardless of the day or time of the notification.

Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.7).

- 3.1.2 All work shall be performed by using direct replacement components or Authority approved replacements. All components shall be UL approved materials. All Generator systems shall be designed for commercial applications. (Residential units are not permitted).
  - 3.1.3 If an emergency generator cannot be repaired within 24 hours, a replacement generator in like kind shall be provided.
  - 3.1.4 Each generator shall be kept locked with a key located at the site of the respective building for which the generator serves.
- 3.2 Emergency Generator Preventive Maintenance and Operation Inspection Service
- 3.2.1 Perform emergency generator inspections and routine maintenance monthly per location. Each inspection shall be completed in its entirety before beginning another. Generator inspections shall occur during hours at a time convenient to the operation of the facility.
  - 3.2.2 At the completion of each generator inspection or maintenance visit, provide a maintenance check sheet listing all services performed. The maintenance check sheet shall meet all Environmental Protection Agency (EPA) requirements.
  - 3.2.3 The items to be inspected and the routine maintenance to be performed for the generators and engines are set forth in article 3.3 Emergency Generator Inspection and Routine Maintenance Activities. At the time of the generator inspection, examine each of the items indicated and perform the required routine maintenance.
  - 3.2.4 Each generator shall be run on a weekly basis for a minimum of 30 minutes. A schedule shall be submitted to the Director of Maintenance within 4 months of the renewal or new contract award.
  - 3.2.5 Check general fuel levels monthly and on each service call and maintain level at 70% of full. Maintain adequate/recommended fuel stabilizer for diesel fuel tanks.

### 3.3 Emergency Generator Inspection and Routine Maintenance Activities

#### 3.3.1 Oil System (Semi Annual - Except Check for Leaks monthly)

- a. Change engine oil (Check oil level monthly and add oil if necessary to maintain proper level)
- b. Change governor oil if applicable
- c. Change injection pump oil if applicable
- d. Change oil filter and gaskets
- e. Change oil in crankcase breather if applicable
- f. Visually check for leaks (monthly).

#### 3.3.2 Cooling System (Monthly)

- a. Check general condition
- b. Sample and test anti-freeze and add if needed (flush and replace in accordance with manufacturer's recommendations.)
- c. Check coolant level
- d. Pressure test system
- e. Check and replace belts and hoses if needed
- f. Replace filters if applicable

#### 3.3.3 Exhaust System (Monthly)

- a. Visually check for leaks, corrosion and check condensation trap and muffler condition.
- b. Ensure muffler rain cap is in proper operating condition
- c. Drain condensation if possible
- d. Check and lubricate heat riser plate

#### 3.3.4 Fuel System (Monthly)

- a. Check for leaks; check all visible connections and flexible hoses. Replace flexible hoses if needed
- b. Adjust carburetor as needed
- c. Change fuel filters as needed
- d. Clean fuel strainers
- e. Lubricate day tank float switch and manual pump
- f. Check for water in day fuel tank and main fuel tank
- g. Lubricate carburetor and linkage
- h. Lubricate governor linkage
- i. Service air filters as needed
- j. Clear debris from around engine from grass or other foreign sources



- k. Clean and flush fuel tanks and fuel system at the HQ and Parkway buildings in years 2 and 4 of the contract.
- l. Check tanks to ensure they meet EPA requirements. Keep monthly log of all above ground diesel fuel tank inspection reports.

### 3.3.5 Generator (Monthly)

- a. Visually inspect generator condition, check slip rings and commutator for wear, check lubrication of rear generator bearing.
- b. Clean rings and commutator
- c. Lubricate over speed switch
- d. Check diode heat sinks
- e. Clear debris from around engine including grass or other foreign items.

### 3.3.6 Battery (Monthly)

- a. Check specific gravity and load test
- b. Check water level
- c. Clean terminals and posts and coat with inhibitor
- d. Check battery charge. Replace battery as needed.

### 3.3.7 Engine Check While Running (Monthly)

- a. Test low oil pressure (LOP) safety - Seconds to shutdown
- b. Test high engine temperature (HET) safety - Seconds to shutdown
- c. Test over speed (O/S) safety - Seconds to shutdown
- d. Check pre-alarms if applicable
- e. Check over crank (O/C) item - Seconds to shutdown
- f. Check cycle start up time
- g. Check noises or leaks
- h. Adjust carburetor and choke as needed (if applicable)

### 3.3.8 Ignition System (Monthly)

- a. Checks all wires
- b. Inspect plugs, points, condenser and rotor and replace as needed
- c. Inspect distributor cap, replace if needed
- d. Lubricate point cam and advance wick
- e. Lubricate upper and lower bearing
- f. Set timing as needed
- g. Inspect and lubricate mechanical advance

### 3.3.9 Accessories (Monthly)

- a. Lubricate all hinges, door locks and cover snaps. Test locks and

- replace or repair as needed
- b. Inspect and test annunciator for proper operation
- c. Inspect battery charger
- d. Adjust battery charger - AMP-MA
- e. Adjust annunciator battery lights
- f. Inspect tanks for rust and corrosion; prepare and paint all areas showing signs of rust or corrosion.
- g. Prepare and paint any areas on the generator enclosure showing signs of rust or corrosion.

#### 3.3.10 Testing (Quarterly)

- a. Check unit under actual load (This check should be performed after hours or during weekends.)
- b. Adjust voltage and frequency under actual load
- c. Adjust clock exerciser, day, time, load, no load
- d. Test delay start, pick up, transfer, cool down, transition and preheat
- e. Calibrate UV Sensors, generator sensor, and OV sensors
- f. Record load per leg, voltage, hertz, oil pressure and water temperature
- g. Check battery charging system.
- h. Test transfer switch relays for proper operation including loss of single-phase power.

#### 3.3.11 Testing (Annually)

- a. Check the Sacrificial Cathodic Anode for proper operation
- b. Provide Certification of proper operation
- c. Load bank test all generators for at least 2 hours.

### 3.4 Reports

3.4.1 After completion of each monthly preventative maintenance/inspection service or maintenance call, submit a written report (including a copy of the maintenance check sheet for each generator serviced as addressed in Article 3.2.2) to the Director of Maintenance or designated representative. The inspection format shall meet generator manufacturer's recommendations as well as the requirements in the attached list and in NFPA 110, Table A-6-3.1A. The report shall list each location and show the following information:

- a. Component Identification information (Manufacturer, size, model, serial number, etc.)
- b. Overall status of the main components.
- c. Specific recommendations concerning equipment/parts

replacement or changes, if any, which should be considered to reduce the overall operating costs and/or improve the performance.

3.4.2 Report shall be attached to the monthly invoice. Failure to submit the monthly report for each generator shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) for each day and for each report that is late.

3.4.3 Submit a sample report to the Authority for approval prior to the initial payment. Prepare and submit a written monthly report (including a copy of the maintenance check sheet for each generator serviced as addressed in Article 3.2.2) to the Director of Maintenance indicating the generator parts/work needed (if any), the condition of each unit, and fuel levels.

### 3.5 Quality Assurance

Work and materials shall be in accordance with local codes and agencies having jurisdiction and with the codes and methods described in the publications of the Institute of Electrical and Electronic Engineers, the National Electrical Code, the National Electrical Safety Code, National Electrical Manufacturers Association, and the National Fire Protection Association.

END OF ATTACHMENT 3

## Attachment 4

### LOCKSMITH

#### 1.0 Description

- 1.1 Perform general locksmith services including, but not necessarily limited to: installation, replacement and repair of all door locks including toll plaza supervisor's safe, depository drop safes, door hinges, kick plates, door handles and crash bars, filing cabinet locks, desk locks, automobile locks, door closers, panic, generator equipment, barrel keys, and fire exits; master keying and rekeying; duplicating keys; replacing/rekeying lock cylinders; opening buildings and vehicles (lockouts). The Contractor shall maintain the integrity of the CFX existing master keying system.
- 1.2 Locks to all money vaults are handled and maintained by the CFX toll collection contractor and are not included in this Contract.

#### 2.0 Responsibilities

##### 2.1 Emergency Service and Repairs

- 2.1.1 Provide routine and emergency service calls, including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary. All work shall be performed by a licensed locksmith.
- 2.1.2 Repair response time (the time taken to arrive at the site after notification) shall be within two (2) hours regardless of the day or time of the notification.
- 2.1.3 The Card Swipe System is maintained under a separate contract with the CFX and is not included in this contract. All problems associated with that system shall be immediately reported to that Director of Maintenance. Security of the facilities is critical to operations and the safety of personnel.
- 2.1.4 The CFX Headquarters Building is equipped with high security locks that allow entry of approved personnel to certain areas. The Contractor is responsible for maintaining those locks at the present level of security. The Contractor shall obtain the necessary information from the Director of Maintenance.
- 2.1.5 All work shall be performed in a continuous and expeditious manner.

END OF ATTACHMENT 4

## Attachment 5

### PEST CONTROL

#### 1.0 Description of Work

- 1.1 Perform pest control and treatment services on a monthly basis. Pests are defined as but not limited to general pests such as mice, rats, roaches, common ants (including ghost ants, fire ants, carpenter ants and pharaoh ants), subterranean termites, wasps, bees, spiders, dry wood termites, birds, rodents, snakes, opossums, raccoons, and any other nuisance animal.
- 1.2 Furnish services to exterminate rodents and insects and other pests using only those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7, U.S.C. 136 et. seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 (including all amendments), and the regulations issued there under. Submit a copy of Pest Control Operator's license to the Director of Maintenance and comply with Florida Statute 482.
- 1.3 Insect control includes those measures which are necessary to suppress general insects, as defined above, within and around the facilities by using properly registered and labeled pesticide products and approved devices.
- 1.4 Rodent control includes those measures necessary to remove or suppress populations of rats, mice or other nuisance animals that become a pest within or around the CFX premises.
- 1.5 Contractor's program for the control of general pests shall be continually in effect. There shall be no signs of infestations.

#### 2.0 Responsibility

- 2.1 In addition to the monthly pest control services, the Contractor shall conduct a thorough inspection and treatment of facilities every six months. Schedule work in such a manner so that it does not interfere with the normal everyday operation of the facility.
- 2.2 Treat all areas of the CFX Headquarters Building, for a distance of 5ft. From the shrubs and up to the fence line, E-Pass Service Center, and other CFX buildings, including all mainline toll plazas and ramp toll plazas to eliminate those pests listed above. These areas include, but are not limited to, buildings (interior and exterior

perimeter which extends for a distance of 15' around the buildings), toll booths, toll canopies, emergency generators, and storage facilities.

- 2.3 Perform “call backs” within 24 hours.
- 2.4 Protect CFX equipment during the time the work is underway. All materials for pest control shall conform to federal, state and local ordinances and precautions shall be used to avoid accident or injury to the employees and prevent damage to the facilities.
- 2.5 The Contractor shall provide a Pest Prevention Service Report (provided by the Pest Control sub-contractor) for each treatment and/or inspection performed.

END OF ATTACHMENT 5

## Attachment 6

### PLUMBING

#### 1.0 Description

Perform inspection, installation, repair, and replacement of interior and exterior plumbing equipment including, but not limited to, public utility supplied services and CFX well and treatment systems (listed in Section 3.4 below), cold and hot water, sanitary sewer and sanitary vent system, septic tanks and drain field, cleanouts and cleanout access cover, sinks, urinals, commodes, faucets, roof drains, plumbing fixtures and trim, valves, water fountains, stopcocks, sump pumps, backflow preventers, pumping out septic tanks, and specialties for plumbing system and all work incidental to the above.

#### 2.0 Qualifications

2.1 Personnel performing the work shall be currently licensed as a certified plumbing contractor, in accordance with the laws of the State of Florida. Submit a copy of the license to the Director of Maintenance. If there is a change in personnel, the license of the certified plumbing contractor shall be provided within 15 days of the change. Notification of such change shall be in writing to the Director of Maintenance.

#### 3.0 Responsibilities

3.1 Six months after the date of the Notice to Proceed or Notice of Contract renewal, and at six months intervals thereafter, perform an operation and maintenance inspection at all sites consisting of, but not limited to:

- a. Inspect plumbing fixtures and trim for damage and leaks.
- b. Check condition of insulating “jacket” on all water heaters. Provide and install jackets on water heaters that do not have them. Check water heater insulation for sign of wetness indicating a corroded tank.
- c. Check all valves for proper operation. Provide and Replace batteries as needed where applicable for proper valve operation.
- d. Check all visible pipe joints and connections.
- e. Check pipe hangers for stability.
- f. Check all fire hydrants and provide flow test results to the Director of Maintenance. Repaint hydrant if required due to flow results.
- g. Inspect floor drains. Fill traps with water.
- h. Check flashing for leaks.
- i. Check under counter instant-hot water heaters.
- j. Check temperature settings of water heaters.
- k. Check pressure settings of water heater relief valves.
- l. Check supports, frames and cradles.

- m. Check all controls and regulators for proper operation.
- n. Check drain valves or plugs. Verify that discharge from all drain valves is visible.
- o. Check and test backflow preventers as often as required by local government agency having jurisdiction.
- p. Check all sump pumps in tunnels and ramp plazas.
- q. Check all wells, pumps, tanks and water treatment systems.
- r. Exercise all supply water valves quarterly, replace or repair any faulty valves

### 3.2 Service and Repairs

- 3.2.1 Provide service calls, including emergency service to diagnose problems and make repairs, adjustments, replacements and pumping out tanks, as necessary to keep the plumbing systems in a good operating condition.
- 3.2.2 Emergency repair response time (the time taken to arrive at the site after notification) shall be no more than 2 hours regardless of the day or time of the notification. Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.7).
- 3.2.3 All subcontractor personnel shall be escorted by approved Contractor personnel.

### 3.3 Reports

- 3.3.1 After completion of each preventive maintenance/inspection service, submit a report (pdf format) to the Director of Maintenance. The report shall list each location and show the following information:
  - a. Overall status of the plumbing sites, equipment, and components.
  - b. Specific recommendations concerning equipment/parts replacement or changes, if any, which should be considered to reduce the overall operating costs and/or to improve the performance.
  - c. Reports shall be provided to the Director of Maintenance no later than 30 days after the inspection and repairs. Failure to provide completed reports for all systems indicates non-performance of this portion of the maintenance contract.
- 3.3.2 Attach the report to the monthly invoice. Submit a sample report to the Director of Maintenance for approval prior to the initial payment for approval.



- 3.4 Potable Water Well, Hydro-Pneumatic Tank and Chlorination Systems:  
S.R. 417/John Young Main Plaza  
S.R. 528/Dallas Main Plaza

END OF ATTACHMENT 6

## Attachment 7

### ROOFS

#### 1.0 Description

Perform inspection, cleaning and repair of various roof systems at the CFX Headquarters Building, E-Pass Service Center at 525 South Magnolia Avenue, and all mainline and ramp toll plaza buildings and structures. Provide other preventive maintenance necessary to maintain existing warranties and comply with warranty requirements.

#### 2.0 Contractor Qualifications

Personnel performing the work shall be licensed by the State of Florida Construction Industry Licensing Board as a Roofing Contractor and shall meet all the requirements as specified in the Soprema roof warranty and toll plaza pedestrian walkway canopy warranties.

#### 3.0 Responsibilities:

3.1 Perform the work according to applicable building code. Repairs shall comply with the requirements of the roof manufacturer or best practices of the National Roofing Contractors Association (NRCA). It shall be the Contractor's responsibility to perform all work in agreement with the Soprema and walkway canopy roof warranty requirements.

#### 3.2 Roof Inspection and Cleaning:

3.2.1 Within sixty (60) days after the Notice to Proceed for the Contract and every 6 months thereafter, conduct an inspection and clean roofs and drains (including repair or refill of pitch pans). Inspection and cleaning shall be every two months for the Headquarters Building and E-Pass Service Center building. All drains and scuppers shall be checked to verify they are not plugged and are free-flowing. Inspection and cleaning shall be completed within thirty (30) days after beginning work. Furnish all materials and supplies necessary to perform the inspection and cleaning as specified herein. A list of required repairs shall be prepared and included in the report specified below.

3.2.2 Roof Membrane and Base Flashing: All roofing and flashing surfaces shall be carefully checked for any abnormal conditions such as:

- a. Any signs of stress, for example wrinkles, blisters, etc.
- b. Evidence of mechanical abuse such as punctures, slits or cuts.
- c. Evidence of damage caused by chemical attack or other adverse

- reaction to substances discharged on the roof.
- d. Unusual wear due to excessive foot traffic.
- e. Mold

### 3.2.3 Metal Components and Roof Accessories

- a. Gravel Stops: Inspect the condition of the metal for evidence of rusting, loose metal, wind deformation and joint integrity. Note if the membrane appears to be stressed. Inspect metal/membrane bond for voids or possible points of water infiltration.
- b. Vent Pipes: Check metal for any deterioration. If used, verify that clamping rings are tight, sealant bead sheds water and is sealed tight to pipe. If applicable, check membrane flashing wrap for stresses, voids, etc.
- c. Counter Flashing: Inspect the condition of the metal for evidence of rusting, loose metal, wind deformation and joint integrity. Determine if surface mounted counter flashing securement is adequate to create a continuous compression seal for the caulking bead. Examine metal coping securement onto the continuous clip for resistance to wind. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration.
- d. Walls: Determine if additional water repellent or sealant is needed to maintain water tightness on masonry and stucco walls.
- e. Roof Top Equipment: Inspect HVAC units, duct work or other curb types for evidence of rusting, wind deformation and joint integrity. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration. Verify that piping secured to a base or metal flange (dunnage) has protection material under the blocking.
- f. Pitch Pans: Inspect the condition of the metal for evidence of rusting, wind deformation and joint integrity. Inspect bond of the filler onto the penetration being flashed and determine the water tightness. Verify that pan is filled with filler as originally installed so as to create a positive slope away from the penetration.
- g. Drains: Verify that all drains and scuppers are not clogged. Check all drain bolts for tightness. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration. Clean debris from around strainers and secure drain strainers.

- 3.2.4 The Contractor shall immediately notify the CFX Director of Maintenance if any defects or leaks are discovered. If leaks are discovered, the Contractor shall provide a temporary patch using compatible Soprema or BUR patching materials until further instructed by the Director of Maintenance.

### 3.3 Repairs:

- 3.3.1 Provide roof system repairs on an as-needed basis as determined by the Director of Maintenance.
- 3.3.2 Remove the failed portions of the existing roofing systems down to the deck, if necessary, in the area of the repair. The roof system repair shall include: removal of the failed portion of the roof system, replacement of components and installation of a repair section of the same type of roof system as found. Replacement of flashing, pitch boxes (pans), metal, and other related work shall match the existing installation. Vapor barrier, if necessary, shall be installed per manufacturer's recommendations.
- 3.3.3 Only Soprema authorized contractors can make permanent service splices on Soprema warranted roof systems. All repairs and modifications to the roof shall have been approved by Soprema.
- 3.3.4 Emergency repairs resulting from extreme weather conditions shall be performed as soon as it is determined to be safe after the weather event. Repairs shall be made in conformance with these specifications. The Contractor shall notify the Director of Maintenance prior to beginning any repairs.

### 3.5 Unscheduled Inspections

In addition to the scheduled roof inspections, perform unscheduled inspections as directed by the Director of Maintenance. In general, such unscheduled inspections will be performed after any severe winds or storms or after any structural damage to a building. Requirements for unscheduled inspections shall be the same as for scheduled inspections.

### 3.6 Diagnostic Evaluation of Roof Condition

Perform a non-routine site visit, as directed by the Director of Maintenance, for the purpose of identifying a particular problem at a facility, diagnosing the problem, and preparing and submitting a written report including a recommendation for repairs.

### 3.7 Independent Roof Inspection

Within e12 months of the notice to proceed the Contractor shall submit a roof inspection report prepared by an independent firm qualified to perform inspections of the roof types included in this scope of services. The roof inspection firm shall be a subconsultant to the Contractor and approved by the CFX at the time of contract execution. The report shall conform to the requirements included in Section 4.0 Reports below. The frequency of the independent roof inspection report shall be

once every five years. Failure to submit the report shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) for each day and for each report that is late.

4.0 Reports:

- 4.1 After completion of each inspection of the headquarters building and each inspection of all other facilities, submit a written report to the CFX Director of Maintenance. The report shall be in pdf format and include the following information:
  - 4.1.1 The date of the inspection, the inspection crew, the location(s), and any other information that is site specific.
  - 4.1.2 Overall status of the roof and components.
  - 4.1.3 Specific recommendations concerning roof repairs/replacement or changes, if any, which should be considered to reduce the overall maintenance costs. (Note: Work required to perform full roof replacements recommended by the Contractor are not a part of the Contract.)
  - 4.1.4 A photographic record of the inspection. A CD with all the photos (in .pdf format) shall be submitted with the report and shall meet the following requirements:
    - a. file size shall be of sufficient quality to clearly print each picture on letter size paper
    - b. the file name description shall state the location and direction
    - c. the file name shall show the date the photograph was taken
  - 4.1.5 A completed Inspection Form for each roof.
- 4.2 Attach the report to the monthly invoice. Failure to submit the reports shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) for each day and for each roof report that is late.
- 4.3 Submit a sample report to the CFX Director of Maintenance for approval at least 15 days prior to the due date for the first report.

END OF ATTACHMENT 7

## Attachment 8

### ELEVATORS

#### 1.0 Description

Perform inspection, maintenance, and repair of elevator equipment (including dumbwaiters) at the toll plaza facilities.

#### 2.0 Responsibilities

- 2.1 Provide qualified, trained, certified elevator technicians, mechanics and other required personnel to perform inspection, maintenance and repair of elevator equipment as specified herein.
- 2.2 Inspect, adjust, lubricate, and clean all elevator equipment, component parts, wire ropes, and operations on a monthly basis. Furnish all lubricants and/or hydraulic fluid necessary to maintain the levels recommended by the manufacturer.
- 2.3 As part of the monthly service, perform minor repairs and preventive maintenance for those recurring tasks that may require minor disassembly and removal of available inspection covers for internal inspections, measurements, and adjustments including minor repairs and/or replacement of routine expendable parts, controls, switches, indicator lamps and similar items.
- 2.4 Provide service calls including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary, to keep the equipment in good operating condition.
- 2.5 Emergency Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours regardless of the day or time of the notification. Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.7).
- 2.6 Develop and use a Maintenance Log for each unit location. As a minimum, the log shall include columns showing the make and model of the equipment, serial number, location, date of maintenance or service call, start and finish time for service, type of service (routine maintenance or repair request), brief description of work performed, comments, and name of servicing mechanic. All logs are the property of the CFX. Submit a sample form to the CFX for approval prior to its use in the field. A paper copy of the log must be kept on site in the elevator equipment room, and available to the CFX at any time.
- 2.7 Provide a copy of the Elevator Logs and the service performed to the Director of

Maintenance bi-annually. Failure to provide completed reports for all systems indicates non-performance of this portion of the maintenance contract.

- 2.8 Secure and pay for all required inspections and the annual certification from the State of Florida Bureau of Elevator Inspection for each elevator. Comply with Chapter 399, F.S., as amended, regarding elevator inspections.
- 2.9 Emergency phones are to be programmed to contact the Maintenance Contractor and NOT the elevator company. The Maintenance Contractor shall respond to emergency calls 24 hours a day, 7 days a week. The Maintenance Contractor shall submit the emergency contact information and backup contacts to the Director of Maintenance. The emergency contact information shall be kept up to date at all times, and a copy of any changes shall be provided to the Director of Maintenance.
- 2.10 Ensure elevator door keys are located in the equipment room and available to emergency responders.

END OF ATTACHMENT 8

**Attachment 9A****PRESSURE CLEANING - BUILDINGS****1.0 Description**

- 1.1 Perform pressure cleaning, hand cleaning, chemical cleaning and vacuuming of facilities. Cleaning shall include external masonry, concrete and stucco walls, brick walls, windows, external doors, walkways, sidewalks, outdoor signs and storage sheds.
- 1.2 This section is applicable to the CFX Headquarters Building and the CFX E-Pass Service Center at 525 South Magnolia Avenue.

**2.0 Responsibilities**

- 2.1 Provide all labor, materials, tools, equipment and incidentals (including water if not available at the facility) necessary to perform the work as specified. Use cleaners, degreasing agents and other approved means to remove all dirt, oil, tar, spider webs and egg sacs, mud dauber nests, wasp and bee nests and any other deposit or film which may be present on the exterior of the buildings. Streaking of surfaces will not be allowed and manual scrubbing may be required in order to attain the desired results. All chemical agents and additives must be approved by the Director of Maintenance prior to beginning any work. Care shall be taken not to damage or remove the stucco sealant. Should damage occur the Contractor shall reapply the sealant at no cost to the CFX. Materials Safety Data Sheets (MSDS) for all chemicals used shall be submitted by the Contractor to the Director of Maintenance prior to use on the project.
- 2.2 Cleaning methods for any sensitive mechanisms (including, but not limited to air conditioner covers) shall be by hand and care shall be taken to ensure that water does not intrude into the sensitive electronics. These items shall be protected during all times when water intrusion could occur.
- 2.3 Clean all windows and external doors. Extreme care shall be taken to ensure that water does not intrude into the building. All glass surfaces shall be free of streaks and residue.
- 2.4 Protect all CFX equipment during the time that cleaning is in progress. The Contractor shall be responsible for any and all damages caused by the Contractor's operations to either CFX property or to the public moving through the facilities.



- 2.5 Do not store any equipment, vehicles or materials at any CFX facility.
- 2.6 Upon completion of each day's work, the Contractor shall ensure that the facility being cleaned is free from debris caused by the work and remove and dispose of such debris off CFX right-of-way.
- 2.7 Cleaning work shall not be performed during normal working business hours of 8 am to 5 pm weekdays and from 8 am to 1 pm on Saturday (Saturday restriction is for E-Pass Service Center only), unless otherwise approved by the Director of Maintenance. Adequate lighting shall be provided by the Contractor for any nighttime work performed.
- 2.8 Contractor's equipment shall meet the following minimum requirements:
  - 2.8.1 The cleaning equipment shall be independently powered and capable of attaining sufficient and adequate pressure and temperature to perform a job that meets the desired cleaning results. The equipment must also be designed to apply cleaning agents, approved by the Director of Maintenance, to surfaces to be cleaned in a volume sufficient to attain the desired cleaning results.
  - 2.8.2 Mobile work platform capable of reaching a minimum of 40 feet rise above ground level and meeting OSHA standards.
  - 2.8.3 Portable lighting equipment, self-contained and capable of illuminating the work area sufficiently to ensure adequate visibility to accomplish the desired cleaning results during night-time operations.
  - 2.8.4 Vacuum equipment suction system, side brushes, sweeping capacity, collection system, dust control and integral wander hose shall be as manufactured by Applied Sweepers (Model 414RS Green Machine), or approved equal.
- 2.9 Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to existing grass, plants, shrubs and trees by the Contractor's equipment or personnel. Any plants or foliage damaged by the Contractor shall be replaced with equal or better plantings at no cost to the CFX.
- 2.10 Any significant standing water remaining at the facility when cleaning has concluded shall be removed. The Contractor's plan for performing the work shall indicate methods of directing this water into drains at the site.

- 2.11 During the cleaning of the facilities, provide a method of protecting parked vehicles and pedestrians from sprayed water and chemicals/cleaner. Detail this method of protection in the plan for performing the work.
- 2.12 Areas to be cleaned include the following:
  - 2.12.1 Buildings - Buildings shall be cleaned from roof edge to ground, including windows and doors.
  - 2.12.2 Sidewalks and Walkways - All sidewalks and concrete walkways in the property along the sides, back and in front of the building, and from edge of property line to property line.
  - 2.12.3 Outdoor Structures and Sheds - Supporting outdoor structures and storage sheds that support the main building.
  - 2.12.4 Outdoor Signs - Outdoor sign with building number and CFX logo.
- 2.13 The Director of Maintenance will inspect the cleaning activities of the Contractor after each cleaning function at a building to verify the work is completed in conformance with these provisions.
- 2.14 Cleaning Frequencies – All facilities within four months after the date of the Notice to Proceed for the Contract. The building at 525 S. Magnolia shall be pressure washed and at one-year intervals thereafter. The Headquarters building shall be pressure washed every two years. The sidewalks at both 525 S. Magnolia and the Headquarters building shall be pressure washed every four months.

END OF ATTACHMENT 9A

## Attachment 9

### PRESSURE AND VACUUM CLEANING – TOLL FACILITIES

#### 1.0 Description

- 1.1 Perform pressure cleaning, hand cleaning, chemical cleaning and vacuuming of facilities. Cleaning shall include external masonry, concrete and stucco walls, brick walls, concrete divider islands, stairwells, lane slabs (including tar and asphalt buildup removal) walkways, sidewalks, coin machines, storage sheds, traffic control light and opticals, toll gantry structures, the entire toll canopy (including skylights and signs) and its support columns.
- 1.2 Vacuum the exterior areas at all ramp plazas once per month and all mainline plazas bi-weekly. Vacuum includes the area within the lanes and around and under the attenuators, parking lots and sidewalks.

#### 2.0 Responsibilities

- 2.1 Provide all labor, materials, tools, equipment and incidentals (including water if not available at the facility) necessary to perform the work as specified. Use cleaners, degreasing agents and other approved means to remove all dirt, oil, tar, exhaust residue, spider webs and egg sacs, mud dauber nests, wasp and bee nests and any other deposit or film which may be present on the exterior of the buildings. Streaking of surfaces will not be allowed and manual scrubbing may be required in order to attain the desired results. All chemical agents and additives must be approved by the CFX prior to beginning any work. Materials Safety Data Sheets (MSDS) for all chemicals used shall be submitted by the Contractor to the Director of Maintenance prior to use on the project.
- 2.2 Clean toll booths, coin machines, opticals, red/green traffic lights, all canopy signs, and toll booth air conditioner covers. Cleaning methods for these and any other sensitive mechanisms shall be by hand and care shall be taken to ensure that water does not intrude into the sensitive electronics or into the inside of the toll booth. These items shall be protected during all times when water intrusion could occur.
- 2.3 Protect all CFX equipment during the time that cleaning is in progress. The Contractor shall be responsible for any and all damages caused by the Contractor's operations to either CFX property or to the public moving through the facilities.

- 2.4 Do not store any equipment, vehicles or materials at any CFX facility.
- 2.5 Upon completion of each day's work, the Contractor shall ensure that the plaza or facility being cleaned is free from debris caused by the work and remove and dispose of such debris off CFX right-of-way.
- 2.6 All lane cleaning and canopy cleaning work shall be performed between the hours of 10:00 p.m. and 6:00 a.m., unless otherwise approved by the Director of Maintenance. Adequate lighting shall be provided by the Contractor. All other cleaning may be performed during daylight hours with the approval of the Toll Plaza Manager and the concurrence of the Director of Maintenance. Roadway features generally will be cleaned during daylight hours. Exceptions may occur.
- 2.7 The Contractor shall comply with the following lane closing requirements:
  - 2.7.1. Main Line Barrier Plaza - Only two (2) lanes in a given direction may be closed at a time.
  - 2.7.2 Ramp Plaza with ACM lane and E-PASS lane – The ACM lane shall be closed and opened as traffic demands.
  - 2.7.3 Ramp Plaza with Single Lane - Closed and reopened as traffic demands.
  - 2.7.4 All lane closures shall be in conformance with the CFX Standard Procedures for Toll Plaza Lane Closures. In the event that lane closures are required to be different from the Standard Procedures, the Contractor shall submit a CFX lane closure request and a Maintenance of Traffic plan that meets the Florida Department of Transportation (FDOT) Standard Plans (latest edition) to the Director of Maintenance for approval prior to beginning of any work.
  - 2.7.5 Vehicle and pedestrian safety shall be a priority at all times.
- 2.8 Contractor's equipment shall meet the following minimum requirements:
  - 2.8.1 The cleaning equipment shall be independently powered and capable of attaining sufficient and adequate pressure and temperature to perform a job that meets the desired cleaning results. The equipment must also be designed to apply cleaning agents, approved by the CFX, to surfaces to be cleaned in a volume sufficient to attain the desired cleaning results.
  - 2.8.2 Mobile work platform capable of reaching a minimum of 18 feet rise above ground level and meeting OSHA standards.

- 2.8.3 Equipment must be capable of removing tar and asphalt build-up on lanes where identified during on-site inspection. Perform this work in such a manner as to avoid any damage to the reflective pavement markers, striping, embedded electronic sensors and expansion joints.
- 2.8.4 Portable lighting equipment, self-contained and capable of illuminating the work area sufficiently to ensure adequate visibility to accomplish the desired cleaning results during night-time operations.
- 2.9 Use barrier cones to identify personnel and equipment as an obstacle to oncoming traffic and to divert traffic to open, unobstructed lanes in accordance with the FDOT Standard Plans (current edition).
- 2.10 Provide signage and/or barriers which will adequately warn oncoming traffic that lanes are closed for facility cleaning in accordance with the FDOT Standard Plans (current edition).
- 2.11 Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to existing grass, plants, shrubs and trees by the Contractor's equipment or personnel. Any plants or foliage damaged by the Contractor shall be replaced with equal or better plantings at no cost to the CFX.
- 2.12 Any significant standing water remaining at the facility when cleaning has concluded shall be removed. The Contractor's plan for performing the work shall indicate methods of directing this water into drains at the site. At the completion of the cleaning operation for each individual lane, and prior to opening the lane to vehicle traffic, remove any standing water from the lane, its approach and the exit area.
- 2.13 During the cleaning of multi-lane facilities, provide a method of protecting all vehicles from sprayed water and chemicals/cleaner. Detail this method of protection in the plan for performing the work.
- 2.14 Areas to be cleaned include the following:
  - 2.14.1 Lane and Walkways - From the expansion joint at the end of the gatorheads including under impact attenuators as required, to the corresponding expansion joint on the opposite end of the lane.
  - 2.14.2 Concrete Island, Surface Area Under Attenuators and Stairways - All concrete islands, surface areas under attenuators and stairways to tunnel doors, where applicable. This task includes gatorheads, barrier walls, and

all signs on islands.

2.14.3 Toll Booths and Equipment - Booths, coin machines, red/green traffic lights, and opticals.

2.14.4 Canopies and Columns - Toll canopies and their supporting columns, including any installed skylights and canopy signs. Skylights shall be cleaned on both sides, top, and bottom.

2.14.5 Plaza Administration Buildings and Sidewalks - Buildings shall be cleaned from roof edge to ground, including windows and doors. All windows must be free from water spots.

2.15 The Director of Maintenance will inspect the cleaning activities of the Contractor and transmit a Toll Plaza Pressure Cleaning Report to the Contractor after each cleaning function at a plaza.

2.16 Cleaning Frequencies

2.16.1 Within 180 days after the date of the Notice to Proceed for the Contract, and at six-month intervals thereafter, pressure clean all CFX Mainline Toll Plazas. Hand wash toll booths at the mainline plazas immediately after completion of scheduled pressure cleaning.

2.16.2 Within 180 days after the date of the Notice to Proceed for the Contract, and at six-month intervals thereafter, pressure clean all ramp plazas.

END OF ATTACHMENT 9

## Attachment 10

### PAVEMENT MARKING AND SIGNING

#### 1.0 Description

- 1.1 Provide all labor, equipment, materials, and incidentals necessary to install, maintain and repair pavement marking and signing at the mainline and ramp plazas. E-Pass Service Center (525 South Magnolia Avenue), and the Authority's Headquarters building, including all parking lots.
- 1.2 Signing work will be defined as follows: signs mounted to the toll plaza facilities (including rotating drum changeable message signs), 1 post signs (single post), 2 post signs, 3 post signs, and overhead signs. Work on overhead signs will include panels and minor repair work only, including welding of structures, and does not include installation or replacement of overhead sign supports. The Contract also includes all signs at the Headquarters building and E-Pass Service Center.
- 1.3 Work also includes all signs and sign lights including, but not limited to, changeable messages signs.

#### 2.0 Contractor Responsibilities

- 2.1 Complete emergency response sign work by the end of the next working day excluding Sundays and legal holidays upon issuance of a work order by the Director of Maintenance. In general, emergency response work will include tightening, straightening and covering ground and overhead signs. No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew.
- 2.2 Schedule routine single post and overhead sign work so as to be completed within 7 calendar days after notification. Complete routine 2 post and 3 post sign work within 14 calendar days after notification. Completion of routine work shall not be affected by performance of emergency response work. Failure to comply shall result in Liquidated Damages PF-1 (See Scope of Services 5.5).
- 2.3 The CFX will authorize a reasonable amount of procurement time, on a case by case basis, for manufacture of sign panels and supports by the Contractor. The time allowed will not exceed 45 calendar days or industry standard based on the item(s) being manufactured.
- 2.4 Complete pavement marking work that is classified as emergency response by the end of the next working day (excluding Sundays and legal holidays) after notification. Completion of pavement marking work shall not be affected by the performance of emergency response or routine work for signing work.

- 2.5 As part of the daily service, inspect the signing, straighten all leaning or misaligned signs and post delineators, and perform minor repairs including replacing required nuts, bolts, washers and similar incidental items. Make a list of all signs that require replacement and provide a copy of the list to the Director of Maintenance. Repair/replace signing as approved by the Director of Maintenance.
- 2.6 Locate all underground utilities or highway lighting prior to beginning work on new sign installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting. Any damage to existing utilities or highway lighting shall be repaired at the Contractor's expense.
- 2.7 Submit to the CFX, upon request, shop drawings showing proportional dimensions of sign legend before fabrication. These requests will generally be limited to overlays and new non-standard signs.
- 2.8 Install striping and pavement symbols (e.g. handicap and pedestrian crosswalk symbols) in lanes and parking lots during the first, third and fifth year of the Contract and any renewal periods.

### 3.0 Design Criteria

- 3.1 The CFX's Design Guidelines, the CFX's Standards for Signing and Pavement Marking, latest edition and the applicable Florida Department of Transportation (FDOT) Standard Plans, latest edition, are made a part of the Contract and are hereby incorporated by reference as if fully set forth herein.
- 3.2 Special Materials Information
  - 3.2.1 Reflective Traffic Striping and Markings – 3M Brand Stamark Series 380IES Preformed Patterned Retroreflective Marking Tape.
  - 3.2.2 Special Flexible Delineators - Flexstake 48" low profile surface mount, or Authority approved equal, in yellow or white as required.
- 3.3 Color Matching Bolts/Rivets/Screws on All New Sign Faces

The Contractor shall patch all countersunk screws on all new sign faces (ground mount or overhead) with sheeting material matching the sign face type and color. The patch material shall be oriented in the same direction as the sign face material and shall be of sufficient diameter to secure the patch to the sign face around the bolt or rivet. Rivets for overlays and demounts shall be painted with color to match background sheeting.



### 3.4 Sign Installations

In addition to the requirements of FDOT's Standard Specifications for Road and Bridge Construction Section 700, installation and handling of all signs shall conform to the most recent "Reflectorized Sign Installation and Handling Guide" prepared by the 3M Traffic Control Materials Division. A copy of these guidelines will be furnished to the Contractor with the Notice to Proceed.

### 3.5 Sign Sheeting Replacement Obligations

The Contractor shall supply to the Authority the sign sheeting manufacturer's performance warranty to meet the following conditions:

#### 3.5.1 3M Diamond Grade Cubed (DG3) Sheeting (or Approved Equal)

- a. During the first seven years, the sheeting manufacturer shall, at its expense, restore the sign surface to its original effectiveness.
- b. During the eighth through twelfth years, the sheeting manufacturer shall, at its expense, furnish and install the sheeting required to restore the sign surface to its original effectiveness.

3.5.3 The Authority requires the use of the "digital print" method and has approved the use of the 3M Color Code 4058FL for all purple applications on signing, i.e. the E-PASS and Reload logos.

### 3.6 On FDOT Design Standard Index Drawing Nos. 700-020 and 700-030 make the following revisions:

#### 3.6.1. Delete the following note on each drawing:

700-020 sheet 1 of 3, Note 2b  
700-030 sheet 1 of 1, Note 5b

#### 3.6.2. Insert the following new note on each drawing:

"Horizontal splices shall be allowed in panel fabrication when necessary, as determined by the fabricator, with the following constraints:

- a. No more than one horizontal splice per panel shall be allowed.
- b. The horizontal splice shall be at the centerline of an interior wind beam (Z-bar). The interior wind beam size, spacing and connections shall be per the appropriate FDOT indices.

- c. The minimum depth allowed for any horizontal panel section shall be 2'-6".
- d. The horizontal splice shall be located between lines of copy on the panel face.”

3.7 Ground Mount Signs – Attachment Details

All ground mount signs, except when otherwise directed by the Manager of Maintenance, shall use 3M VHB (Very High Bond) Acrylic Foam Tape Number 4950, or Authority approved equal in combination with mechanical fasteners to fasten the sign panel to wind beams/brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1”) from the edge of each vertical splice at each wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Standard Plans 700-010 and 700-020) to the panel. See attached Typical Three Panel Sign sketch. Other mechanical fasteners per Standard Plans 700-010 and 700-020 shall remain.

3.7.1. The following procedure shall be used to determine the minimum amount of tape necessary for each sign for the attachment of the panel to the wind beams (z-bars):

- a. Sign Surface Area: Multiply the dimensions of the sign face, in feet, to determine the sign's surface area.

$$\begin{array}{ccccccc} \underline{\hspace{1cm}} & \text{ft.} & \times & \underline{\hspace{1cm}} & \text{ft.} & = & \underline{\hspace{1cm}} & \text{ft}^2 & \text{of sign surface area.} \\ \text{length} & & & \text{width} & & & \text{(a)} & & \end{array}$$

- b. Sign Weight: Multiply the surface area (a) by the appropriate weight per square foot (from Table below) for the particular thickness of aluminum being used to determine the static load of the sign face.

Thickness (in.)	Weight (lb./ft <sup>2</sup> )	
.080	1.15	
.100	1.44	From Table 7.4 of the
.125	1.80	ASTM Chart for sheet
		and plate weights

$$\begin{array}{ccccccc} \underline{\hspace{1cm}} & \text{ft}^2 & \times & \underline{\hspace{1cm}} & \text{lb./ft}^2 & = & \underline{\hspace{1cm}} & \text{lbs. of static load.} \\ \text{(a) from Table} & & & \text{(b)} & & & & \end{array}$$

c. Square Inches of Tape: Multiply pounds of load (b) by 4 in<sup>2</sup> of tape per pound to determine amount of tape required to support the load.

$$\frac{\text{_____}}{\text{(b)}} \text{ lbs.} \times 4 \text{ in}^2 / \text{lb.} = \frac{\text{_____}}{\text{(c)}} \text{ in}^2 \text{ of tape.}$$

d. Lineal Feet of Tape: To convert the required square inches of tape into lineal feet of 1-inch wide tape to be applied to stiffeners, divide the required square inches (c) by 12 in./lineal foot.

$$\frac{\text{_____}}{\text{(c)}} \text{ in}^2 / 12 \text{ in./ft.} = \frac{\text{_____}}{\text{(d)}} \text{ lineal foot of 1-inch wide tape required to support the weight of the sign face}$$

e. Area of Tape Per Z-Bar: Divide the lineal feet of 1-inch tape (d) by the number of z-bars.

Additional, or larger, z-bars in excess of the standard number or size per Index 11200, may be required to achieve the square area of tape required per the above calculations.

The above calculations identify the minimum tape required. However, the entire length of all z-bars in all signs shall be covered with tape.

More tape may be necessary to fully cover all the stiffeners used to prevent wind deflection for a particular sign design. The Contractor shall submit calculations to the Manager of Maintenance for review by the manufacturer.

3.7.2 For connection of sign panel pieces at butt joints, the following procedure shall be used to determine the amount of VHB tape necessary. Backing strips 2 ½ inches to 3 inches wide shall be used along the length of all sign panel butt joints. A 1-inch strip of VHB tape shall be placed along each edge of the backing strip (i.e., two 1-inch strips along the length). The center of the backing strip shall be placed at the center of the butt joint.

### 3.7.3 Installation Procedures

#### 3.7.3.1 Required Surface Preparation for All Applications

- a. Application Temperature: The tape application temperature range shall be 70 degrees Fahrenheit to 100 degrees Fahrenheit.
- b. Cleaning: All surfaces to be bonded shall be cleaned with a solvent such as a 50:50 mixture of isopropyl alcohol (rubbing alcohol) and

water and then wiped with a clean, dry cloth to remove the solvent. Oil based solvents that inhibit adhesion, such as turpentine, shall not be used. The Contractor shall follow the solvent manufacturer's directions and precautions for handling the solvent.

- c. Abrading: Metal surfaces shall be lightly abraded with isopropyl alcohol saturated abrasive pad prior to applying tape. Metal with corrosion or other surface debris on any reclaimed metal shall be abraded before taping. Surface shall be cleaned with solvent after abrading. Conversion coated aluminum that is free of surface debris will not require abrading.
- d. Rub Down Pressure: Firm application pressure shall be applied to ensure bond strength through adequate adhesive-to-surface contact.
- e. Dwell Time: After proper application, the bond strength should increase as the adhesive flows onto the surface. At room temperature, approximately 50% of the ultimate strength should be achieved after 20 minutes, 90% after 24 hours, and 100% after 72 hours. In some cases, bond strength can be increased, and ultimate bond strength can be achieved more quickly by exposing the bond to elevated temperatures e.g., 150 degrees Fahrenheit for 1 hour.

#### 3.7.3.2 Assembly Steps for Bonding Stiffeners

- a. Determine the amount of tape to be used from the procedures detailed above.
- b. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water. Metal surfaces shall be lightly abraded to improve initial bond strength. Cleaning shall be performed after abrading (see Required Surface Preparation for All Applications).
- c. VHB tape shall be applied to a clean, dry, well unified surface of the stiffener with a hand-held roller or tape applicator.
- d. Laminated panels shall be aligned in the desired position and the stiffeners placed in the proper location for bonding to the panel.
- e. The sign surface where the stiffener is to be bonded shall be clean and dry.
- f. The stiffener shall be aligned in position and the release liner shall be removed. The stiffener shall be pressed in place on the panel and a hand-held roller used to aid in laminating the stiffeners to the

panel. A flat firm surface shall be used to support the sign panels while pressure is being applied. Repeat steps 2-6 until all the stiffeners are bonded to the panels.

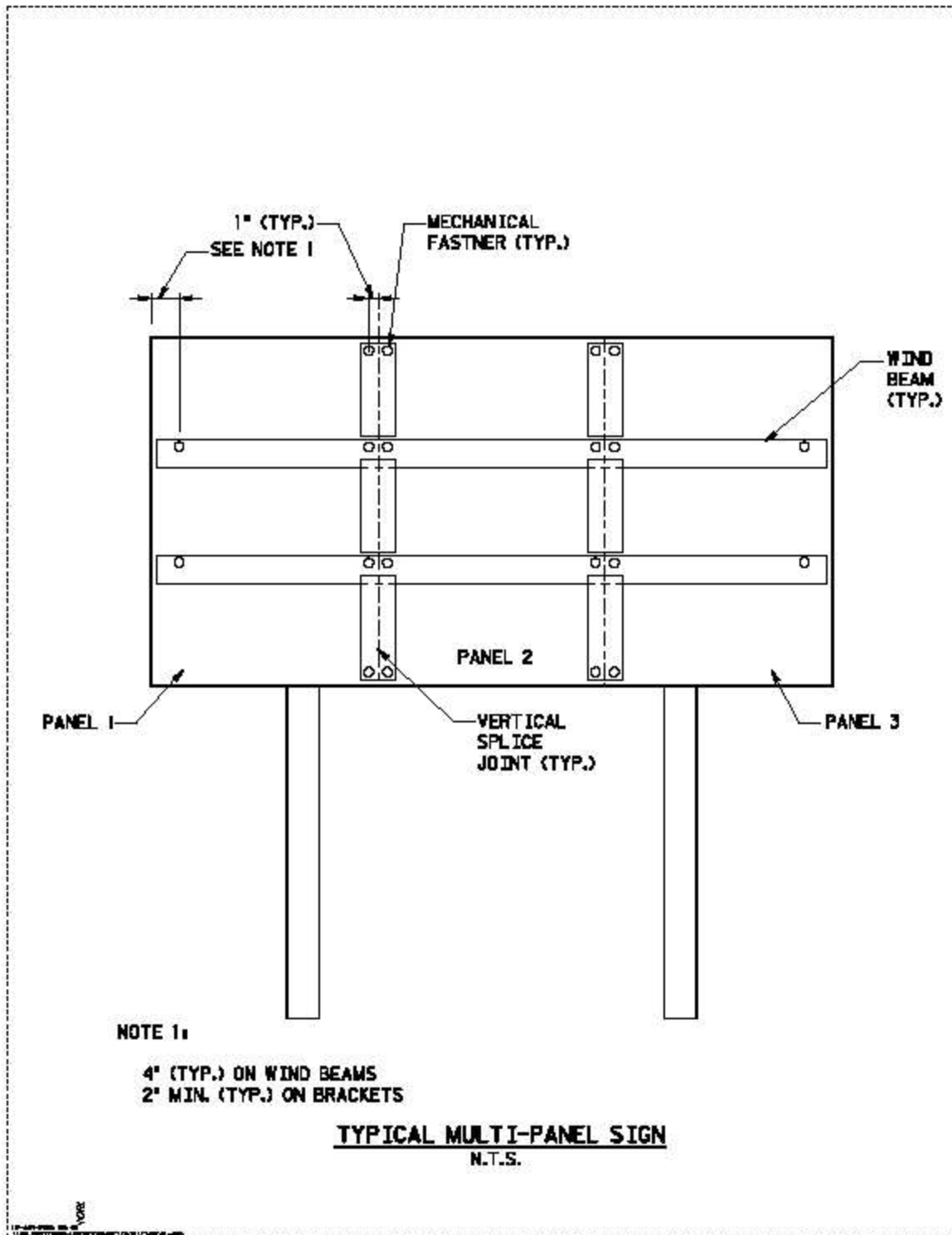
### 3.7.3.3 Bonding Backing Strips on Multi-Panel Signs

- a. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water (see Required Surface Preparation for All Applications).
- b. A strip of VHB tape shall be applied along both longitudinal edges of the backing strip.
- c. The batten strip shall be aligned on the panel seam so that both edges of the two panels are covered with tape.
- d. The release liner shall be removed, and the backing strip applied to panel seams. A hand roller shall be used to aid in laminating the batten strip to the panels.

## 3.8 Changeable Message Signs (Rotating Drum Signs)

The Contractor shall replenish the following stock as parts are used and return the stock of spare parts to the Authority when the Contract expires:

<u>Item</u>	<u>Quantity</u>
Drive Motor	1
DC Driver Board	1
Magnetic Sensor	1
Drive Coupling	4
PLC Controller	1
Operator Interface	1
Drive Belt	2



END OF ATTACHMENT 10

## Attachment 11

### WATER TREATMENT FACILITIES

#### 1.0 Description

Operate and maintain the CFX water treatment facilities in a responsible and professional manner, consistent with standard operating procedures, state, federal and local standards, rules and regulations for the protection of the public health and the environment.

#### 2.0 Locations and Test Frequency

The following mainline toll plaza water treatment facilities are Class D, for a non-transient, non-community water system. Testing is required monthly.

SR 528 – Beachline Main Toll Plaza

SR 528 – Dallas Mainline Toll Plaza

#### 3.0 Contractor Responsibilities

Use a certified operator of water plants as defined in Rule Chapter 62-602, Florida Administrative Code (F.A.C.). Duties shall include, but not be limited to, the following:

- 3.1 Perform responsible, efficient and effective on-site management, supervision, operation and maintenance of the water treatment facilities.
- 3.2 Provide the supervisory and operating staff as required to operate and monitor the facilities in compliance with any and all operating permits and any and all applicable state, federal and local laws and regulations.
  - 3.2.1 The Contractor shall provide the names of all personnel to the Director of Maintenance.
  - 3.2.2 The Contractor is expressly prohibited from allowing unlicensed personnel to perform the duties of certified operators. The Contractor shall be liable for the costs of any and all regulatory fines and sanctions incurred by the CFX as a result of violation of this provision.
  - 3.2.3 The duties of employed certified operators shall include, but are not limited to, those set forth in Rule Chapter 62-602/62-699, F.A.C. All operators shall have a Class C license or higher.
  - 3.2.4 Monitoring requirements for water facilities shall include, but not be limited to, those set forth in Rule Chapters 62-550 and 62-555 F.A.C., for Class D

Water Treatment Facilities, and Chapter 64E-8 (HRS Orange County Public Health Unit), or as required in any permit or by any state, federal or local regulatory agency. Comply with all criteria for sampling, sample handling, chain of custody and record keeping and provide the Director of Maintenance with the name, address and certification number of the certified laboratory doing the testing.

3.3 Maintain complete records of operation and maintenance, including, but not limited to, the following:

3.3.1 A separate operations and maintenance log, designated as the Daily Operating

3.3.2 Logbook, for each facility, in a location accessible to twenty-four (24) hour inspection, protected from weather damage and current to the last operation and maintenance activity performed.

The log shall be submitted to the Director of Maintenance and/or appropriate regulatory agencies on a monthly basis with the invoice. The log is subject to inspection by the Director of Maintenance, for assessment of quality. The log, at a minimum, shall include: the previous three (3) months of data, identification of the plant; the signature and certification number(s) of the plant operator(s); date and time in and out; each specific operation and maintenance activity performed and the time at which the activity was carried out; the time at which each sample was taken; the results of all tests performed and all repairs made or required. It will be assumed by the Director of Maintenance that activities to be performed by the operator as required by the permit and/or by this specification, that are not recorded in the Daily Operating Logbook, were not done and may result in deductions from payment requests submitted by the Contractor.

Completed logbooks shall be certified complete; the cover shall list the name of the plant; the permit number(s) and the start and end date of the log. The completed log shall be delivered to the Director of Maintenance and will become the property of the CFX.

3.3.3 Chain of Custody shall be shown on reports of samples submitted to laboratories for analysis with copies of the sheets submitted with the monthly operating report(s).

3.3.4 Copies of certified results from all laboratories performing any testing shall be submitted with the monthly operating report(s).

3.4 Maintain with each operating log, a current copy of each operating permit issued by each regulatory agency. Notify the Director of Maintenance of the status of the



permits and the due dates for submitting applications for new permits and/or permit renewals. If a permit is to expire, the Contractor shall notify the Manager of Maintenance at least 60 days prior to the expiration date.

- 3.5 Submit in a timely manner, by the due dates specified in the regulations, complete, neat and accurate operating reports (as prescribed in Chapter 64E-8 and Chapters 62-602, 62-550, 62-555, F.A.C.) to state and local regulatory agencies with a copy to the Authority.
  - 3.5.1 Report to the Director of Maintenance, the Department of Environmental Protection and any local agency by telephone and e-mail any serious plant breakdown or condition causing or likely to cause inefficient, serious or unsafe treatment plant operation, discharge of water in a manner not authorized by the permit or any major interruption in service as soon as possible, but no later than twenty-four (24) hours following the discovery of such a condition. A written report on any such incident summarizing the cause for the incident, the steps taken to correct the problem, the steps taken to mitigate the effects of the problem, and the steps taken to prevent the incident from happening again shall be completed and submitted to each of the above within ten (10) days following the incident.
- 3.6 Properly secure the treatment facilities within the limits of the existing security devices provided. If the existing devices are lacking or inadequate, request that existing security devices be improved. Properly maintain any improvements to security provided. Properly secure all gates with a key-like locking system. Six (6) copies of the key shall be provided to the Director of Maintenance.
- 3.7 Meet with the Director of Maintenance quarterly to review plant operations.
- 3.8 Comply with all State of Florida, and federal and local regulations, rules and orders, as they pertain to the operation, safety and security of the facilities. Should the Contractor fail to make needed repairs, and this failure results in a violation of the operating permit(s) or mechanical or electrical failures, the Contractor shall be liable for any and all regulatory fines and sanctions and/or equipment repair costs that may result.
- 3.9 Provide any and all such safety equipment as necessary for the plant operator(s) on site for the routine and special work accomplished such as sampling and testing of water and carrying out minor repairs.
- 3.10 Provide all tools, fuels, parts, cleaning materials and equipment, chemicals, lubricants, test equipment, sample containers, sampling equipment, laboratory analyses and any and all items and services necessary to operate and maintain the

facilities in a safe, efficient and effective manner. This provision specifically includes the following:

- 3.10.1 Chlorine for proper operation of the water treatment facilities.
- 3.10.2 Services, by qualified technicians, to calibrate or perform scheduled maintenance on special equipment, including all chlorination equipment. This equipment shall be serviced quarterly and certified as being functional, safe and accurate. The costs for minor repairs or parts required will be included as a part of the service. Certifications obtained shall be submitted with the Contractor's invoice, at the end of each quarter.
- 3.10.3 All monthly, quarterly and annual laboratory analyses required by regulatory agencies having jurisdiction. The Contractor shall be responsible for the performance or non-performance of all subcontractors used in providing services under this agreement.
- 3.11 Promptly notify the Director of Maintenance of any violation of any permit or regulation, the cause of the violation and the steps taken to correct the problem.
- 3.12 Routine Maintenance of Facilities and Equipment: Maintain the facilities and equipment in a clean and serviceable condition, operating or capable of operating continuously, free of odors and/or other nuisances, health and/or safety hazards.
  - 3.12.1 Routine maintenance of facilities shall include, but not be limited to, tank and equipment cleanup, maintenance of grounds including, but not limited to, the immediate area of all tanks and equipment, and removal and proper disposal of occasional trash.
  - 3.12.2 Routine maintenance of equipment shall include equipment checks, equipment troubleshooting and adjustment, painting and preservation of equipment and panels, sealing of control panels, lubrication of pumps, motors and other wear points.
- 3.13 Repair or Replacement of Equipment: Repair or replace equipment to keep the treatment facilities operating as permitted. Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours, regardless of the day or time of the notification for critical repairs.
- 3.14 The Contractor shall provide an alternate drinking water supply while repairs are being made.

#### 4.0 CFX Responsibilities

The Director of Maintenance will notify the Contractor of any changes in the above permit information within twenty-four (24) hours and follow with written notice of such changes within five (5) working days. Such notice shall become part of the Contract, until further changes are made, in the same manner.

END OF ATTACHMENT 11

## Attachment 12

### WASTEWATER FACILITIES

#### 1.0 Description

Operate and maintain the CFX wastewater facilities in a responsible and professional manner, consistent with standard operating procedures, state, federal and local standards, rules and regulations for the protection of the public health and the environment.

#### 2.0 Pumping of Septic Tanks and Cleaning Drainfields

- 2.1 Inspect all Septic Tanks and Drainfields annually for any of damage from vehicle traffic, clogging by roots, or flooding by groundwater, soil conditions surrounding the facility and any other possible issues.
- 2.2 Septic Tanks shall be pumped out six months after the date of the Notice to Proceed or Notice of Contract renewal and the appropriate number of years thereafter as noted in Section 2.7 below.
- 2.3 Furnish all labor, material, equipment and incidentals necessary to provide emergency sewage removal as required.
- 2.4 Assure that the disposal services and ultimate disposal meet all applicable state, federal and local regulations and pay all disposal and permit fees.
- 2.5 Use tank truck with vacuum tank system capable of removing all liquids, floating solids and sludge from the tanks. Pressure clean all entrance and exit lines from tanks. The tank truck shall be equipped with a device capable of indicating the actual quantity (gallons) pumped out.
- 2.6 Perform cleaning, maintenance and replacement of drainfields as needed including removal of tree roots and other blockage, and sludge, etc.
- 2.7 Septic Tank Sizes and Locations

Septic tanks shall be pumped at the intervals shown below.

#### 900 Gallon Tanks (Every 3 years)

S.R. 408/Pine Hills North Building  
S.R. 528/Dallas Main Plaza South Building  
S.R. 429/Independence Main Plaza Southbound (West) Building

S.R. 429/Independence Main Plaza Northbound (East) Building

1,050 Gallon Tank (Every 2 years)

S.R. 429/Forest Lake Main Plaza West Building

1,200 Gallon Tank (Every 2 Years)

S.R. 528/Dallas Main Plaza Westbound (North) Building

1,500 Gallon Tanks (Every 2 Years)

S.R. 408/Hiawassee Road Main Plaza

S.R. 408/Dean Main Plaza

S.R. 417/Curry Ford Road Main Plaza

S.R. 417/John Young Parkway Main Plaza

S.R. 417/Boggy Creek Road Main Plaza

S.R. 528/Beachline Main Plaza

3.0 Lift stations/Grinder pumps

- 3.1 Inspect all lift stations, grinder pumps, controls, and valves annually for any indication of damage from vehicle traffic, clogging, or flooding by groundwater, soil conditions surrounding the facility and any other possible issues.
- 3.2 Furnish all labor, material, equipment and incidentals necessary to provide emergency sewage removal as required.
- 3.3 In the event a wet well is required to be pumped out, assure that the disposal services and ultimate disposal meet all applicable state, federal and local regulations and pay all disposal and permit fees.
- 3.4 Use tank truck with vacuum tank system capable of removing all liquids, floating solids and sludge from the tanks. Pressure clean all entrance and exit lines from tanks. The tank truck shall be equipped with a device capable of indicating the actual quantity (gallons) pumped out.
- 3.5 Lift Stations to Sanitary Sewer Locations

S.R. 408/Pine Hills Main Plaza Eastbound (South) Building

S.R. 414/Coral Hills Main Plaza Eastbound (South) Building

S.R. 414/Coral Hills Main Plaza Westbound (North) Building

S.R. 429 County Road 437A Northbound and Southbound Ramp Plazas

#### 4.0 Contractor Responsibilities

##### 4.1 Submit to the Director of Maintenance:

- 4.1.1 Certificate of Registration from the State of Florida Department of Health and Rehabilitate Services authorizing removal and disposal of sewage in counties in which the work will be performed.
- 4.1.2 Certificate(s) from the State of Florida Department of Environmental Regulation (FDER) that the Contractor's disposal site(s) have been approved by the FDER.
- 4.1.3 Copy of the license from the State of Florida as a State Certified Septic System Contractor or Plumbing Contractor.
- 4.1.4 A copy of Pollution Insurance Certificate.
- 4.1.5 If any of the above-mentioned certificates expire during the Contract time, the Contractor shall provide copies of the new ones to the Director of Maintenance at least thirty (30) days prior to expiration.

##### 4.2 Maintenance Log

- 4.2.1 Develop and use a maintenance log for each location. Logs shall be kept at the CFX sites in a place easily accessible by CFX personnel and kept current as to the last repair and/or pumping activity performed. Prepare, maintain and update a duplicate log for each location which shall be kept at the CFX main office. All logs shall become the property of the CFX. The logs at a minimum shall include the following:
  - a. Date and time in and out for each Contractor activity, repair and/or pumping performed.
  - b. Brief description of work completed, and name of servicing person.
  - c. Reports shall be provided electronically, with the invoice, to the Director of Maintenance no later than 30 days after the inspection and repairs. Failure to submit the monthly report for each site shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) for each day and for each report that is late.
- 4.2.2 Submit a sample log form to the Director of Maintenance for

approval prior to its use in the site.

- 4.3 Report to the Director of Maintenance by telephone and e-mail any serious condition causing or likely to cause inefficient, serious or unsafe discharge of wastewater in a manner not intended or any major interruption in service as soon as possible, but no later than twenty-four (24) hours following the discovery of such a condition. A written report on any such incident summarizing the cause for the incident, the steps taken to correct the problem, the steps taken to mitigate the effects of the problem, and the steps taken to prevent the incident from happening again shall be completed and submitted to each of the above within ten (10) days following the incident.
- 4.4 Provide all tools, fuels, parts, materials and equipment, chemicals, lubricants and any and all items and services necessary to operate and maintain the facilities in a safe, efficient and effective manner.
- 4.5 Maintain the facilities and equipment in a clean and serviceable condition, operating or capable of operating continuously, free of odors and/or other nuisances, health and/or safety hazards.
- 4.6 Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours regardless of the day or time of the notification for critical repairs.

END ATTACHMENT 12

## Attachment 13

### MISCELLANEOUS BUILDING REPAIRS

#### 1.0 Description

Furnish all labor, materials, equipment, and tools necessary to make miscellaneous repairs to buildings included in the Scope of Services. Use only experienced personnel to perform the required repairs. Repairs include but are not necessarily limited to: wall patching, painting and wall paper replacement; installing bulletin boards and pictures; door repair and painting; ceiling tile replacement; cabinet and woodwork repair; Formica repair/replacement; hardware repair/replacement; floor tile, linoleum, epoxy and carpet replacement; decorative trim, bumper guards and baseboard repair or replacement; stair tread repair or replacement; hand and safety railing repair or replacement; shelf repair and installation; interior and exterior glazing repair and or replacement. Perform minor repairs to the pre-fabricated stainless-steel toll booths including: glass, doors, graphics, dents and scrapes that may be caused by vehicles.

#### 2.0 Contractor Responsibilities

- 2.1 The Contractor shall perform the miscellaneous building repairs as directed by the Director of Maintenance.
- 2.2 In the event of a broken exterior window the Contractor shall respond within 2 hours of notification with adequate materials and equipment to secure the opening. The Contractor shall submit a schedule for completion of the repairs to the Director of Maintenance for approval. Repairs shall be completed in conformance with the approved schedule.
- 2.3 All repairs shall be accomplished using identical materials to the original materials. Repairs shall match the surrounding colors to the satisfaction of the Director of Maintenance.
- 2.4 Submit two (2) copies of repair reports to the Director of Maintenance within two days after the repairs are completed. The report shall show the date, time and location of the repairs as well as a list of parts replaced and the name(s) of the Contractor's personnel performing the repairs.
- 2.5 Contractor may use existing spare materials maintained in stock by the CFX when available. In the event matching paint, carpet, flooring, etc. is not available the Contractor shall be responsible for obtaining the matching materials.



END OF ATTACHMENT 13

## Attachment 14

### PAINTING

#### 1.0 Description

Provide all labor, materials, equipment, and incidentals necessary to perform painting of CFX facilities as specified. Pressure cleaning required prior to painting and any other prep work shall also be provided.

#### 2.0 Contractor Responsibilities

- 2.1 Protect the public, toll collection equipment, booths, office equipment, sidewalks, roadway surfaces, lighting, signage, windows, ceramic tile, aluminum frames, handrails, personal property, devices, services, plants, and trees which could be damaged by the cleaning and painting work. Prior to beginning any painting activities, the Contractor shall pressure clean all surfaces and perform minor surface repairs, including concrete patching, that may be required due to the pressure cleaning.
- 2.2 Properly use and dispose of all paints and chemicals in strict accordance with applicable local, state and federal environmental regulation and indemnify the CFX for any liabilities or alleged negligence or violations arising out of the Contractor's handling, use of, and disposal of said paints and chemicals.
- 2.3 Schedule work to avoid interference with normal daily operations of facilities. Submit a work schedule to the Director of Maintenance for approval prior to beginning work.
- 2.4 In areas of close proximity to vehicular and/or pedestrian traffic, provide a four-mil clear plastic screen to isolate the work area. Plastic screen shall be clear of rips or tears and properly attached to prevent windblown sheets and excessive spray and splattering.

#### 3.0 Pressure Cleaning

- 3.1 The cleaning equipment shall be independently powered, capable of attaining sufficient pressure and temperature to perform a job that meets the desired cleaning results. A biodegradable degreasing agent shall be used to assist in the cleaning operation and be compatible with the paint system or as recommended by the paint manufacturer.
- 3.2 Cleaned areas shall be suitably free from dirt, oil, tar, vehicular exhaust residue, and

other accumulated deposits and film as determined by the Director of Maintenance. Cleaning work shall be subject to periodic daily inspections. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be cleaned again by the Contractor at no additional cost to the CFX.

- 3.3 Contain residue water in the work area and direct it to the nearest drain. Place barrier cones with appropriate signage and/or warnings to divert vehicular traffic and pedestrians away from water run-off and work area. Remove all debris resulting from the cleaning.

#### 4.0 Painting

- 4.1 Perform painting and finishing of interior and exterior exposed items and surfaces such as ceilings, walls, floors, miscellaneous metal, doors and frames, equipment and all other work obviously required to be painted unless otherwise specified herein. Omission of minor items in the schedule of work does not mean that such items, where they come within the general intent of the specifications as stated herein, may be excluded.
- 4.2 “Paint” as used herein means all coating systems, materials, including primers, emulsions, enamels, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coat.
- 4.3 Do not paint or paint over the following items:
- a. Any code-required labels, such as Underwriters’ Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
  - b. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, motor and fan shafts, unless otherwise indicated.
  - c. Aluminum/stainless handrails, windows, louvers and grating unless otherwise indicated.
  - d. Products with polished chrome, aluminum, nickel or stainless-steel finish.
  - e. Insulation, packing glands, lubricated bearing surfaces and flexible couplings.
  - f. Plastic switch plates and receptacle plates.
  - g. Signs and nameplates.
  - h. Finish hardware.
  - i. Electrical switches, outlets, boxes, etc.
- 4.4 Provide the best quality grade of the various types of coatings as regularly manufactured by approved paint materials manufacturers. Materials not displaying

the manufacturer's identification as a standard, best-grade product will not be acceptable.

4.5 The Contractor shall provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer and use only within recommended limits. Use only prime coat and finish coat paints that are compatible.

4.6 Use only experienced painters familiar with all aspects of surface preparations and applications required for this project.

4.7 Submittals

4.7.1 Submit manufacturer's data and samples as indicated below in time to provide adequate review by the Director of Maintenance.

4.7.2 Samples of Paint and Painting:

- a. Submit full color chip line for each type of paint specified for color selection by the Director of Maintenance at least two weeks prior to beginning any painting. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- b. Submit samples of each finish and color for review before any work is started.
- c. Prepare and submit samples of special finishes, when required by the Director of Maintenance, so that an area of each sample indicates the appearance of the various coats. For example, where three coat work is specified, divide the sample into three areas one showing the application of one coat only, one showing application of two coats and one showing all three coats. Finish work not matching or meeting the standard of such samples, when approved, will be rejected.
- d. Resubmit rejected samples until approved.

4.8 All paint shall be manufactured by one of the following and shall be their highest grade of paint: Sherwin-Williams, Pratt & Lambert, PPG Industries, Benjamin Moore, Olympic, or Rust-Oleum. Do not use paint containing lead. Use only pure boiled linseed oil. Requests for the use of other paint manufactures and materials other than specified shall be submitted to the Director of Maintenance for approval.

4.9 Delivery, Handling and Storage

- 4.9.1 Deliver all materials to the job site in original, unopened packages and containers bearing the manufacturer's name and label. Deliver only containers carrying manufacturer's label bearing the following information:
  - a. Name or title of material
  - b. Fed. Spec. number, if applicable
  - c. Manufacturer's stock number and color
  - d. Manufacturer's name
  - e. Generic type
  - f. Contents by volume, for major pigment and vehicle constituents
  - g. Application instructions
- 4.9.2 Provide containers clearly marked to indicate any hazards connected with the use of the paint and steps which should be taken to prevent injury to those handling the product.
- 4.9.3 Handle and store all containers in such a manner as to prevent damage or loss of labels or containers.
- 4.9.4 Store and mix all painting only in the designated areas. Comply with the requirements of pertinent codes and fire regulations. Provide proper containers outside of the building for painting wastes. Do not use plumbing fixtures for this purpose.
- 4.9.5 Use only clean painters' rags that are completely sterilized. Remove used rags from the buildings every night and take every precaution against spontaneous combustion.
- 4.10 Ensure that emulsion and alkyd paints contain a mildewcide and that both the paint and mildewcide conform to OSHA and Federal requirements.
- 4.11 Paint used in successive field coats shall be produced by the same manufacturer. Paint used in the final field coat over previously painted surfaces shall cause no wrinkling, lifting, or other damage to underlying paint.
- 4.12 The Contractor shall obtain a list of approved Coating Systems products and requirements from the Director of Maintenance for each of the following Class Exposures.
  - 4.12.1 Class 1 Exposures - Interior/Exterior Ferrous Metal New Construction (Gloss Finish/Alkyd Base)
    - a. Class 1 Surfaces: Surfaces to be coated include miscellaneous steel shapes and angles; metal doors and door frames including aluminum

doors; roof mounted equipment, hatches and ducts; exposed surfaces of electrical panels, conduit, ventilation fans, air conditioning units, duct work.

- b. Surface Preparation: Remove base rust and mill scale and other base contaminants from the surface according to the Steel Structures Painting Council (SSPC) Surface Preparation Specifications No. 2 and No. 3 as applicable to the work. Removal of intact rust or mill scale is not required.

#### 4.12.2 Class 2 Exposures - Exterior Concrete, Stucco, or Brick Repaint (Flat Finish/Latex Base -Gloss or Satin)

- a. Class 2 Surfaces: Surfaces to be coated include existing masonry and concrete surfaces that have been previously painted.
- b. Surface Preparation: Remove loose material and pressure clean surface.
- c. Filler: Apply filler to produce a uniform finish after pressure cleaning.

#### 4.12.3 Class 3 Exposures - Metal (Exterior)

- a. Class 3 Surfaces: Exterior metal surfaces that are exposed to the weather including: Miscellaneous steel shapes, angles, etc.; Metal doors and door frames, including aluminum doors; Roof mounted equipment, hatches and ducts; Exposed surfaces of electric panels, conduit, ventilation fans, A/C units, duct work, etc.
- b. Surface Preparation: Wire brush, sandblast or pickle to remove mill scale and rust. Completely degrease all metal surfaces by solvent cleaning in compliance with SSPC-SP1.

#### 4.12.4 Class 4 Exposures - Metal (Interior)

- a. Class 4 Surfaces: Interior metal surfaces including: Miscellaneous steel shapes, angles, rails, etc.; Metal doors and door frames; Exposed surfaces of electric panels, conduit, ventilation fans, A/C units, duct work, etc.
- b. Surface Preparation: Wire brush, sandblast or pickle to remove mill scale and rust. Completely degrease all metal surfaces by solvent cleaning in compliance with SSPC-SP1.

#### 4.12.5 Class 5 Exposures - Wood (Interior)

- a. Class 5 Surfaces: Interior wood surfaces, including: Shelves; Wood Cabinets; Trim; Wood Doors

- b. Surface Preparation: Sand finish surfaces Surface scrape, clean and seal with a coat of knot sealer all small dry seasoned knots before application of the prime coat. After priming, fill all holes and imperfections in finished surfaces with putty or plastic wood filler.

#### 4.12.6 Class 6 Exposures - Wood (Interior) (Varnish)

- a. Class 6 Surfaces: Interior wood surfaces to be stained or natural finish, including doors and trim.
- b. Surface Preparation: Dry, sand smooth and clean the surfaces to be coated. Pick up all sanding dust with a tack cloth.

#### 4.12.7 Class 7 Exposures - Wood (Exterior)

- a. Class 7 Surfaces: Exterior wood surfaces, including trim.
- b. Surface Preparation: Sand finished surfaces. Surface scrape, clean and give a coat of knot sealer to small dry seasoned knots before application of the prime coat. After priming, fill all holes and imperfections in finished surfaces with putty or plastic wood filter.

#### 4.12.8 Class 8 Exposures - Plaster (Interior):

- a. Class 8 Surfaces: Plaster and drywall surfaces of the walls and ceiling of the building.
- b. Surface Preparation: Fill cracks, voids and other surface imperfections with patching paste

#### 4.12.9 Class 9 Exposures - Existing Masonry and Concrete (Exterior):

- a. Class 9 Surfaces: Existing masonry and concrete surfaces that have been previously painted, including exterior walls, columns and ceilings of existing building.
- b. Surface Preparation: Remove loose material and pressure wash surface until all deleterious material is removed.
- c. Filler: Apply filler to produce a uniform finish after pressure cleaning.

#### 4.12.10 Class 10 Exposures – Concrete Interior Floors

- a. Class 10 Surfaces: Existing concrete floor in the interior of buildings.
- b. Surface Preparation: Remove loose material and clean surface. Make sure surface is dry.

- 4.13 Hardware, hardware accessories, machine surfaces, plates, lighting fixture and similar items in contact with painted surfaces and not to be painted shall be removed, masked, or otherwise protected prior to surface preparation and painting operations.
- 4.14 Mix and prepare painting materials in strict accordance with manufacturer's recommendations and directions, stirring materials before and during application to maintain a mixture of uniform density.
- 4.15 Apply additional coats, at no cost to the Authority, when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color, and appearance.
- 4.16 Lightly sand surfaces between each succeeding enamel coat.
- 4.17 Application of materials shall be done only on properly prepared surfaces as specified herein, and all painting shall be done only in dry weather. Any surface coating damaged by moisture or rain shall be removed and redone as directed by the Director of Maintenance at no cost to the CFX. In no case shall paint be applied to surfaces which show a moisture content greater than 15 percent.
- 4.18 All completed surfaces will be checked by the Director of Maintenance, and the Contractor shall provide the necessary properly calibrated gauges. All ferrous surfaces shall be checked for film thickness by use of an Elcometer or Micro-Test magnetic dry film gauge properly calibrated. All nonferrous surfaces shall be checked for number of coats and thickness by use of a Tooke gauge. All defects shall be corrected to the satisfaction of the Director of Maintenance.
- 4.19 Keep the premises free from accumulation of debris and rubbish and remove all scaffolding, paint cloths, paint, and brushes from the site when completed. All paint that is brushed, splattered, spilled, or splashed on any surface not specified to be painted shall be removed.
- 4.20 Upon completion of painting work, keep at least one gallon of each type and color of finish paint for touching up. Paint container labels shall be complete with manufacturer's name, generic type, number, color and location where used.
- 4.21 In addition to the aforementioned preparations, remove all dirt, rust, scale, splinters, loose particles, disintegrated paint, grease, oil and other deleterious substances from all surfaces which are to be coated.
- 4.22 Before commencing work, make certain that surfaces to be coated are in acceptable condition. The application of paint will be held as an acceptance of the surfaces and working conditions and the Contractor will be held responsible for the results reasonably expected from the materials and processes specified.



The Contractor shall test stucco and masonry surfaces to insure surfaces are properly dry prior to applying any paint or sealer.

- 4.23 Program the cleaning and painting so contaminants from the cleaning process will not fall onto wet, newly-painted surfaces.
- 4.24 Prepare surfaces of concrete, concrete block, cement plaster and other cementitious surfaces to be painted by removing all efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.
- 4.25 Clean ferrous substances, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning. Grind and sand smooth all welds, blisters, etc. Fill all pits and dents and correct all imperfections so as to provide a smooth surface for painting.
- 4.26 Use no thinners except those specifically mentioned and only in such quantity as directed by the manufacturer. If thinning is used, apply sufficient additional coats to assure the required dry film thickness is achieved. Use only the manufacturer's recommended thinner or cleanup solvent for all clean-up and apply by brush, spray, airless spray or roller as recommended by the manufacturer for optimum performance and appearance.
- 4.27 Paint surfaces behind moveable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
- 4.28 Paint back sides of access panels and removable or hinged covers to match the exposed surfaces.
- 4.29 Finish exterior doors on tops, bottoms, and side edges the same as the exterior faces, unless otherwise indicated by the Director of Maintenance.
- 4.30 Omit the first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise specified.
- 4.31 Retouch existing painted surfaces damaged by operations of the Contractor, to conform to the above coating systems and blend in with the new and existing work. Repaint damaged surfaces with not less than 2 coats, and other existing surfaces that are listed with the coating system specified.

## 5.0 Painting Schedule

5.1 All facilities shall receive touch-up painting immediately following any noticeable damage. Inspect each facility once per month to identify surfaces requiring touch-up painting. All touch-up paint shall match existing.

5.2 Based on a five-year contract the numbers correspond to the Contract year.

<b>PAINTING SCHEDULE</b>			
<b>Plaza Location</b>	<b>Building Interior Contract Year</b>	<b>Building Exterior Contract Year</b>	<b>Toll Plaza Lane Canopy, Columns, Islands, and Gatorheads Contract Years(s)</b>
Bumby Ramp - Off	1	1	1
Bumby Ramp - On	1	1	1
Conway Ramp - Off	1	1	1
Conway Ramp - On	1	1	1
Dean Road Main Plaza	1	1	1 & 3
OBT Ramp - Off	1	1	1
OBT Ramp - On	1	1	1
Mills Ramp - Off	1	1	1
Boggy Creek Main Plaza	1	1	1 & 4
Forest Lake Main Plaza	1	1	1 & 4
CR 437A Ramp – On	1	1	1
CR 437A Ramp – Off	1	1	1
West Road Ramp - Off	1	1	1
West Road Ramp - On	1	1	1
SR 438 Ramp - Off	1	1	1
SR 438 Ramp - On	1	1	1
McCoy Road Maintenance Yard	1	1	
Goldenrod Main Plaza	1	1	1 & 4
Marigold Gantry	1	1	1 & 4
KOA Gantry	1	1	1 & 4
Independence Main Plaza	2	2	2 & 5
New Independence Ramp - Off	2	2	2
New Independence Ramp - On	2	2	2
Schofield Ramp – On	2	2	2
Schofield Ramp – Off	2	2	2
Good Homes Ramp - On	2	2	2
Good Homes Ramp - Off	2	2	2
CR 535 Ramp - On	2	2	2
CR 535 Ramp - Off	2	2	2
Lake Nona Ramp - Off	2	2	2

Lake Nona Ramp - On	2	2	2	
Colonial Ramp - Off	2	2	2	
Colonial Ramp - On	2	2	2	
Hiawassee Ramp - Off	2	2	2	
Hiawassee Ramp - On	2	2	2	
Curry Ford Rd. Main Plaza	2	2	1 & 3	
Beachline Main Plaza	2	2	3 & 5	
<b>Painting Schedule</b>				
<b>Plaza Location</b>	<b>Building Interior Contract Year</b>	<b>Building Exterior Contract Year</b>	<b>Toll Plaza Lane Canopy, Columns, Islands and Gatorheads Contract Years(s)</b>	
E-PASS Magnolia	2			
Ponkan Gantry	2	2	1 & 3	
Coronado Gantry	2	2	1&3	
Mt. Plymouth Gantry	2	2	1 & &3	
Semoran Ramp - Off	3	3	3	
Yucatan Ramp - On	3	3	3	
Headquarters Admin.	3			
Pine Hills Main Plaza	3	3	3 & 5	
Old Winter Garden Ramp - Off	3	3	3	
Ortman / Mercy Drive Ramp - On	3	3	3	
Rouse Road Ramp - Off	3	3	3	
Rouse Road Ramp - On	3	3	3	
John Young Main Plaza	3	3	1 & 4	
John Young Ramp - Off	3	3	3	
John Young Ramp - On	3	3	3	
US 441 Ramp - Off	3	3	3	
US 441 Ramp - On	3	3	3	
Curry Ford Ramp - Off	4	4	4	
Curry Ford Ramp - On	4	4	4	
Landstar Ramp - Off	4	4	4	
Landstar Ramp - On	4	4	4	
Boggy Creek Ramp - Off	4	4	4	
Boggy Creek Ramp - On	4	4	4	
South Access Ramp – Off	4	4	4	
Narcoossee Ramp - Off	4	4	4	
Narcoossee Ramp - On	4	4	4	
John Young/SR 408 Ramp - Off	4	4	4	
John Young/SR 408 - On	4	4	4	
Coral Hills Main Plaza	4	4	1 & 4	
Keene Road Ramp - Off	4	4	4	
Keene Road Ramp - On	4	4	4	

Hiawassee (SR 414) - Off	4	4	4	
Hiawassee (SR 414) - On	4	4	4	
Andes Ave. / Lake Underhill / SR 436 - Off	5	5	5	
Conway WB Main Plaza	5	5	3 & 5	
Conway EB Main Plaza	5	5	3 & 5	
Moss Park Ramp - Off	5	5	5	
Moss Park Ramp - On	5	5	5	
Innovation Way Ramp - Off	5	5	5	
Innovation Way Ramp - On	5	5	5	
University Main Plaza	5	5	5	
University Ramp - Off	5	5	5	
<b>Painting Schedule</b>				
<b>Plaza Location</b>	<b>Building Interior Contract Year</b>	<b>Building Exterior Contract Year</b>	<b>Toll Plaza Lane Canopy, Columns, Islands and Gatorheads Contract Years(s)</b>	
University Ramp - On	5	5	5	
Dean Road Ramp - Off	5	5	5	
Dean Road Ramp - On	5	5	5	
Hiawassee Main Plaza	5	5	3 & 5	
Lee Vista Ramp - On	5	5	5	
Lee Vista Ramp - Off	5	5	5	
Dallas Mainline Plaza	5	5	5	
Dallas Ramp -On	5	5	5	
Dallas Ramp - Off	5	5	5	
Innovation Way Ramp (528) -off	5	5	5	
Innovation Way Ramp (528)-on	5	5	5	
McCoy Ramp- Off	5	5	5	
Jet Port Ramp - On	5	5	5	
Conway Ramp (528) - Off	5	5	5	
Tradeport Ramp - On	5	5	5	
<b>Based on a 5-year contract, the schedule numbers correspond to the contract year.</b>				
<b>1 = 1st Year; 2 = 2nd Year; etc.</b>				

END OF ATTACHMENT 14

## Attachment 15

### ASPHALT-IN-PLACE REPAIR

#### 1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to perform repairs of distressed asphalt areas as specified herein. Asphalt repairs include parking lots at all mainline plazas, Magnolia E-Pass Service Center and the headquarters building, and the parking lot access lanes leading from the through roadway lanes at the ramp plazas.

#### 2.0 Contractor Responsibilities

##### 2.1 Overlaying and Patching

##### 2.1.1 Method of Operation

Place asphalt pavement as specified herein, at the direction of the Director of Maintenance. The work procedure shall be in accordance with accepted methods and materials to achieve a high-quality asphalt overlay or patch.

The following is a basic and minimum procedure to be used to accomplish specific work.

##### 2.1.1.1 Severe depressions:

- a. Establish traffic control per FDOT's Standard Plans latest edition.
- b. Ensure that the area to be repaired is clean, dry and free of any excess material
- c. Apply a light tack coat prior to placing mix.
- d. Place mix and compact in lifts of two inches (2") maximum.

##### 2.1.1.2 Alligator cracking and potholes:

- a. Establish traffic control per FDOT's Standard Plans, latest edition, as required.
- b. Remove surface material within the marked boundaries leaving sides vertical and a reasonably square or rectangular hole.
- c. Inspect base for dryness and for adequate support. If base replacement is required, notify the Director of Maintenance.
- d. Apply light tack coat.
- e. Place mix and compact in lifts of two inches (2") maximum.

### 2.1.1.3 Aprons, turnouts and edge widening:

- a. Establish traffic control per FDOT's Standard Plans, latest edition.
- b. Inspect base for dryness and compaction.
- c. Grading will be the Contractor's responsibility.
- d. Prime or tack base in accordance with instruction from the Director of Maintenance.
- e. Place mix and compact in lifts of two inches (2") maximum.

All patches shall be reasonably square or rectangular, shall not present a bump or depression and shall provide a smooth ride and transition.

The Contractor shall have a twelve (12) foot minimum straight edge on the job site and may be required to test for results deemed unsatisfactory by the Director of Maintenance.

- 2.3 Perform work in accordance with the FDOT Standard Specifications, latest edition which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein. References in the FDOT-incorporated documents to the FDOT (the "Department") or any FDOT offices or personnel (e.g. "Engineer", "Estimates Engineer", "Project Engineer", "Inspector"), shall be taken to mean the Authority's Director of Maintenance.

## 3.0 Materials

- 3.1 Use only materials conforming to the requirements of the specifications and approved by the Director of Maintenance. Unless otherwise specified, obtain asphaltic concrete mixes from a plant that is certified by the FDOT. Asphaltic concrete mixes shall use the current FDOT approval design mix for the materials specified herein. Submit a copy of the design mix to be used to the Director of Maintenance for approval prior to using the material on the project.
- 3.2 Unless otherwise specified, construct asphalt pavement with the following limitations:
- a. Surface course material shall generally be compatible with existing pavement in the vicinity of the work.
  - b. The use of reclaimed asphalt shall meet the requirement of Section 334 of the FDOT Standard Specifications.
  - c. Layer thickness for asphaltic concrete structural courses shall comply with FDOT Flexible Pavement Design Manual.
  - d. Friction course material shall not be used for base, leveling or as a structural course.

- 3.3 Random testing of materials may be performed by the Director of Maintenance at any time during their preparation and used to verify compliance with Section 330 of the FDOT Standard Specifications.

END OF ATTACHMENT 15



## Attachment 16

### CONCRETE REPAIR AND JOINT SEALING

#### 1.0 Description

Provide all labor, materials, equipment and incidentals necessary to seal joints on roadways, parking lots, islands, sidewalks, curb and gutters, tunnels and buildings. Patch spalled areas on all concrete surfaces and concrete pavement and perform partial or total replacement of roadway slabs. The limit of concrete repairs and joint sealing is the concrete slab “foot print” of each plaza. Tunnel repair includes, but is not limited to walls, ceilings and floors.

#### 2.0 Contractor Responsibilities

- 2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.
- 2.2 When working over a travel lane close that lane to traffic per Florida Department of Transportation (FDOT) Standard Plans latest editions.
- 2.3 Joint Repairs
  - 2.3.1 Submit shop drawings showing all expansion joint materials including seal manufacturer, seal designation and proposed method of installation. The selected seal shall be a heavy-duty seal and shall accommodate the joint size shown in accordance with the manufacturer's recommendations.
  - 2.3.2 Accurately cut seal opening with a power saw using concrete cutting blade after existing joint material is removed. Saw cut will be allowed.
  - 2.3.3 Restore spalled areas of existing concrete surfaces, using approved methods and materials, before saw cutting the joint.
- 2.4 Joint Repairs on Concrete Pavement:
  - 2.4.1 Remove old joint materials or, if joint is unsealed, saw or chip, as required, prior to sealing. Sufficient depth shall be obtained to hold material below the concrete surface (2 inch minimum).
  - 2.4.2 Clean joints before applying new material.
  - 2.4.3 Use filler or bond breaker rod, where required, prior to applying joint sealant.
  - 2.4.4 Joint materials shall be included in the FDOT Approved Products List.

## 2.5 Repairs to Concrete Surfaces and Joint Repairs on Miscellaneous Concrete:

- 2.5.1 Remove unsound concrete and reshape area edges to provide a vertical faced wall. Place forms if required.
- 2.5.2 Patching material shall be the appropriate product type as listed on the FDOT Approved Products List. Place patch material and finish consistent and level with surrounding pavement, deck or other surface.

## 2.6 Roadway Concrete Slab Replacement

- 2.6.1 Remove identified slab totally or partially as required and clean vertical faces of all joint material. Form edge as necessary. Add select material and grade the sub-base for a uniform slab thickness and compact with a plate compactor. Form a new joint as necessary.
- 2.6.2 Place concrete achieving minimum compressive strength requirements in accordance with the FDOT Standard Specifications, latest edition. Finish and apply curing compound in accordance with the FDOT Standard Specifications, latest edition, and the FDOT Standard Plans, latest edition.
- 2.6.3 All required lane closures shall be in accordance the FDOT Standard Plans, latest edition.

## 2.7 Cleaning and Resealing Joints

- 2.7.1 Remove the existing expansion joint material and furnish and install a backer rod and pourable elastomeric joint sealant in accordance with the requirements of the manufacturer.
- 2.7.2 The sealant used shall meet or exceed the performance and material requirements of Dow Corning 902 RCS, a two-component, silicone rubber sealant, manufactured by Dow Corning Chemical Corporation, Midland, Michigan 48686-0994.
- 2.7.3 The following is a basic and minimum procedure to be used to accomplish the specified work. All work performed shall comply with the manufacturer's recommended procedures and practices for the specific joint products.
  - a. Remove all expansion joint filler material and clean the vertical faces of the existing joint throat to remove all debris and contaminants.
  - b. Vacuum or air blast all excessive dust from the vertical faces of the existing joint throat. All faces of the joint shall be completely dry before placement of the surface conditioner and sealant.

- c. Apply a surface conditioner, if required by the manufacturer, to all faces of the joint throat that are to receive the sealant and allow sufficient time to dry, as specified by the manufacturer.
- d. Place an appropriately sized backer rod into the joint throat and cover with bond breaker.
- e. Mix the sealant (Dow Corning 902 RCS or approved equal) in accordance with the manufacture's recommendations and place into the joint opening. The pourable sealant shall be self-leveling and allowed to cure for the appropriate time.

2.8 Removal and Disposal of Joint Materials

Expansion joints over water and with neoprene bearings are not typically repaired. Remove and properly dispose of old joint material. Clean the surfaces to allow the unrestricted movement of water through the joint opening.

- 2.9 Collect all debris resulting from the work and remove from the CFX right-of-way.
- 2.10 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Reseal areas that are determined to be unacceptable at no additional cost to the CFX.
- 2.11 Three months after the date of the Notice to Proceed for the Contract, and at three-month intervals thereafter, inspect/repair: lanes, parking lots, sidewalks, walkways, curbs and gutters, tunnels, bollards, columns, concrete barriers and other concrete items at all facilities.

END OF ATTACHMENT 16

## Attachment 17

### LITTER REMOVAL

#### 1.0 Description

- 1.1 Pickup, remove and dispose of litter and debris from the limits of the facilities.
  - 1.1.1 The limits of litter removal for the ramp plazas shall be from the immediate toll plaza building perimeter to the right-of-way or the mainline lanes where applicable, including, but not limited to all paved areas, driving lanes, gutters, inlet grates, under guardrail and landscaped areas and extend through the concrete apron for mainline toll plazas and gantries and 50' beyond the concrete apron for ramp plazas,
  - 1.1.2 The limits of litter removal for the CFX Headquarters building and the Magnolia E-PASS Service Center building shall be from the immediate perimeter of the building (exterior walls, windows and doors) out to the parcel limits including, but not limited to all sidewalks, parking lots, landscaped areas and inlet grates.
- 1.2 Litter or debris consists of bottles, cans, paper, tires, tire pieces, pallets, lumber, vehicle parts, metal junk, brush, dead animals and other items not considered normal to the right-of-way.
- 1.3 These specifications are end result oriented. Although the litter activity is expected to be accomplished by manual means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. The Contractor's chosen method(s) shall not cause damage to CFX property / infrastructure or create a safety hazard for the travelling public.

#### 2.0 Quantity and Frequency of Removal

The CFX expects the facilities included in this scope to be maintained litter free. The number and timing of litter removal shall be in keeping with the Director of Maintenance's expectations.

#### 3.0 Equipment

- 3.1 Equipment used to transport litter from the facilities shall be constructed to preclude distribution or loss of litter along the roadway.
- 3.2 Use amber flashing lights on vehicles and specialized equipment when required in the course of the work. Do not use when traveling to and from a facility site.
- 3.3 Specialized equipment designed for the mechanical removal of litter and debris may

require additional safety devices or precautions unique to the equipment. Such devices may include but not be limited to amber flashing lights, slow moving vehicle signs, flagged antennas or fluorescent orange flags.

3.4 All equipment shall be painted a uniform color of high visibility.

4.0 Disposal of Litter and Debris

4.1 Remove all litter and debris from the limits of the facilities and dispose of at locations provided by the Contractor. Dispose in accordance with applicable laws and regulations. Storage or stockpiling of litter or debris on the CFX right-of-way will not be permitted.

5.0 Quality of Work

5.1 Completed areas of work shall be free of litter and debris immediately after cleaning. Work shall be subject to periodic daily inspections by the Director of Maintenance. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Director of Maintenance to be unacceptable shall be re-cleaned at no cost to the CFX.

5.2 The Contractor shall keep the area within the project limits virtually litter free on a daily basis to ensure that all areas have a pleasing and presentable appearance at all times.

END OF ATTACHMENT 17

## Attachment 18

### ROADWAY, CANOPY, PARKING LOT, AND SIGN LIGHTING

#### 1.0 Description

Provide all labor, equipment, materials and incidentals to perform roadway, canopy, parking lot and sign lighting maintenance for all CFX mainline and ramp toll plazas as well as the CFX Headquarters and Magnolia E-PASS Service Center building as described below. Lighting at the mainline toll facilities includes the roadway lighting powered by the toll plaza electric room (typically the first three to six roadway lights entering and leaving the toll facilities).

#### 2.0 Contractor Responsibilities

##### 2.1 Night Inspection of Facilities Lighting

Perform night inspection of the facilities exterior lighting once a month. Identify each outage by pole number on an inspection report form and provide to the Director of Maintenance at the completion of each patrol inspection.

##### 2.2 Maintenance, Repairs and Replacements

2.2.1. When possible, perform maintenance, repairs and replacements at the same time as diagnostic work on a luminaire assembly (including sign lighting). Use certified or licensed qualified personnel for appropriate work. Repair or replace components with identical originally specified components or CFX pre-approved alternate components. (Pre-approved alternatives must be proved in a test situation and authorized by the Director of Maintenance prior to use in the system)

2.2.2. Replace, clean, lubricate or repair any or all other following items:

- a. Hardware such as hinges, latches, fasteners, snaps, cover plates, nuts, bolts, washers and other such small components.
- b. Bird guards
- c. Gaskets and filters
- d. Electrical shorts not requiring replacement of buried cable
- e. All pole or structure wiring (usually No. 10 wire) from the luminaire to the supply cable connection.
- f. Lamps and LEDs
- g. Ballast and Drivers
- h. Refractors (Glassware)
- i. Photo Cells

- j. Grounding wires and rods
- k. Starter Boards
- l. Fuses, breakers, surge arrestors, timers, relays, switches, protectors, sockets and other such electrical components.
- m. Leveling of fixtures, pole bases, mast arms
- n. Reflectors
- o. Foundations
- p. Transformer bases
- q. Mast arms
- r. Buried cable and conduit between poles

2.2.3. The Contractor must replace damaged or missing light poles and foundations as appropriate within ten working days from the date of notification or fourteen calendar days from when new foundations are cast if the Contractor uses a cast-in-place foundation.

2.2.4. All damaged poles, mast arms, luminaires and parts thereof shall become the property of the Contractor to be disposed of by the Contractor off the CFX right of way unless otherwise specified.

2.2.5. Reuse of repaired or usable salvaged components, as verified by the Director of Maintenance, will be allowed.

### 2.3 Reporting and Tagging

2.3.1. The Contractor shall fill out a monthly field work performance report on every location, giving a complete description of work performed, pole number, location and a complete description of problem(s) to be corrected. Before leaving the location, the description of problem(s) to be corrected shall be noted on a tag which shall be attached to the fixture that is in need of additional service. This shall be noted on the monthly report form.

2.3.2. Submit monthly report forms to the Director of Maintenance.

2.3.3. Meet with the Director of Maintenance monthly to discuss any subjects pertinent to this work. Additional meetings may be called by the Director of Maintenance as needed.

### 2.4 Emergency Repairs

The Contractor shall be responsible at all times, including after normal work hours and weekends, for removal of knocked down poles or mast arms from a travel way, repair of critical lighting as determined by the Director of Maintenance and the repair

of the electrical system in such a manner as to prevent electrical shock and make safe to CFX personnel, the general public and the Contractor's work force.

Repair response time (the time taken to arrive at the site after notification) shall be within 2 hours of the notification for critical repairs, regardless of day or time of the notification.

### 3.0 Performance Standards

#### 3.1 Luminaires

- a. Replace luminaire if damaged or missing.
- b. Inspect luminaire for rust or oxidation.
- c. Clean as required.

#### 3.2 Lamps and LEDs

- a. Check all lamps for looseness. If any are loose, remove and inspect the socket.
- b. Lamp shall be replaced in kind with a CFX approved fixture.
- c. If lamp or lamp socket shows any sign of improper operation, check to determine the cause and then correct it.
- d. Visually check all new lamps for defects prior to installation.

#### 3.3 Glassware or Plastic

- a. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.
- b. While glassware or plastic is removed for cleaning, brush bugs from the part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.
- c. With a hinged door fixture, unfasten and brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb- the wires while removing this debris.
- d. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.

#### 3.4 Reflectors (Where applicable)

- a. Clean and/or polish the inner surface of reflectors with removable polish, rather than by the use of water.
- b. Replace reflector if reflective qualities are beyond restoring.
- c. Use completely new fixture if reflector cannot be purchased.



### 3.5 Gaskets and Filters (Where applicable)

- a. Clean neoprene or silicon gaskets of foreign material and oxidation and align if necessary.
- b. Spray neoprene or silicon gaskets with a special treatment to stop oxidation and sticking.
- c. Replace all worn gaskets with a new gasket per the manufacturer's recommendations.
- d. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.
- e. Replace all non-functioning gaskets.
- f. Check filters and replace where necessary.

### 3.6 Bird Guards (Where applicable)

- a. Replace missing bird guards.
- b. If bird guards are not available to fit the specifications of the present fixture, design and install new bird guards for that fixture.
- c. Keep bird guards in working condition at all times.

### 3.7 Hinges and Latches

- a. Repair and lubricate hinges and latches as needed with parts that can be obtained or engineered and applied without removing the fixture.
- b. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

### 3.8 Fasteners and Snaps

- a. Replace all fixtures which have fasteners or snaps that are obsolete.

### 3.9 Leveling

- a. Correct all fixtures which are not properly level.
- b. Shim the pole base so the pole will be vertical.
- c. On adjustable mast arms, adjust the arm to bring the head to proper alignment.
- d. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

### 3.10 Mast Arms

- a. Inspect mast arm for rust or oxidation.
- b. If possible, adjust mast arm that is bent or incorrectly positioned. Replace if

- beyond repair.
- c. If the mast arm is missing, install a new mast arm of the proper length and shape.

### 3.11 Photo Cells

- a. Check all photo cells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.
- b. Replace any photo cell failing to turn on at proper time.
- c. If any photo cell is located on a utility pole, obtain permission from the appropriate agency to climb the pole and check photo cell for continuity.
- d. Some service points may have service supplied and are photo-electrically controlled by the Power Company. Only photo-electric cells and the associated contacts which are owned by the CFX are included in this work.

### 3.12 Sockets

- a. Replace defective photo cell sockets.
- b. Replace lamp sockets which are defective due to high heat or other causes.
- c. Replace defective socket holders.
- d. Correct improper connections.
- e. Replace lamp sockets in the same position to assure proper light distribution.

### 3.13 Hand Hole Plates

- a. Check all hand hole plates and repair where needed.
- b. Replace all missing hand hole plates.

### 3.14 Wiring

Perform all wiring consistent with rules established by A.N.S.I. (American National Standards Institute) and all appropriate Electrical Codes.

#### 3.14.1 Luminaires

- a. Perform rewiring, as needed, on the luminaire head on the integral ballast using methods prescribed for wiring in high heat environments and using materials which will withstand high temperatures.
- b. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install a replacement unit in its place.

### 3.14.2 Pole Risers

- a. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.
- b. When rewiring poles, use #10 THW wire consistent with established color codes.
- c. Maintain lightning protection by connecting all metal components, i.e., luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole.
  - (i) Wooden poles, fiberglass poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.
  - (ii) Metal poles may be used as the lightning ground conductor in lieu of the ground wire.
  - (iii) The current carrying neutral wire is not connected to ground at each pole, but only at the distribution panel.

### 3.14.3 Grounding Wires

- a. Run a #6 AWG bare copper bond wire (counterpoise) in the same trench as the PVC conduit and outside and 3" above this conduit. This bond wire shall connect all ground rods and poles electrically to one another.
- b. Connect poles mounted on structures to a #6 THW, green bond wire run along with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 16-foot ground rod driven into the soil at each end of the structure.
- c. The ground resistance of the connected counterpoise system shall not be greater than 10 ohms at any location. (Use a Ground Testing measuring devices approved for that function such as Fluke, GISCO, Extech, AMEC, etc. with calibration certificate within the past calendar year of tests.)
- d. Any conduit shall contain an insulated bond wire as specified in No. 2 above.

### 3.14.4 Pole Bases

- a. Use waterproof, pull-apart connectors at all frangible poles.
  - (i) Properly install weatherproof, pull-apart "Y" fused

connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut connectors are not authorized. Components shall be consistent with those provided at installation.

- (ii) In-line, pull-apart, weatherproof, connectors are authorized provided connections are made with compression sleeves, split bolts or are soldered before being made waterproof.
- b. Twist type weatherproof fuse holders may be used in lieu of pull-apart connectors at any location where the pole need not be frangible, i.e., behind guardrail, behind bridge rail, concrete poles, etc. Connectors shall be approved prior to installation of alternate components and shall be UL Listed for that purpose and waterproof.
- c. Place fuse inserts in the “hot leg” of the pole riser. Place blank conductor inserts (Slug) in the neutral leg of the pole riser. Fuse both legs where there is no neutral conductor.
- d. Place a #6 AWG bare bond wire from the ground rod under the ground lug at the bottom of all metal poles.
- e. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole.
- f. Seal ends of conduit with electrical putty.

#### 3.14.5 Circuit Current Carrying Conductors

- a. Avoid damage to insulation where new conductors are to be pulled into existing duct.
- b. Use lubrication. (environmentally friendly, non-flammable compound approved for the type of wire being pulled.
- c. Use approved pulling aids. (Metal tapes and pull wires are not permitted)
- d. Preferably remove the pole from the foundation so that the wire does not have to be pulled through the hand hole.
- e. Install wire of at least the same size and type as that removed.
- f. Where new conduit and conductors are to be installed, pre-wired duct may be used if pre-approved by the Manager of Maintenance.
- g. Install all new underground wiring in duct or conduit. Direct burial is not approved. Mandrel test each conduit after installation.
- h. Lay conduit in trenches with vertical walls at a minimum depth of 36 inches with warning tape at a depth of 18 inches.

Devices which plow conduit into the ground will not be approved.

#### 3.14.6 Distribution Boxes

Regardless of location, the distribution box, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and master keyed to all of the other boxes. Furnish an extra padlock key to the Director of Maintenance.

#### 3.14.7 Foundations

Straighten, repair or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Director of Maintenance.

### 3.15 Ballast and drivers

- a. Check ballast and drivers and replace defective ones.
- b. Wire ballast as specified under Section 3.14, Wiring.
- c. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

### 3.16 Fuses

- a. Replace blown fuses with dual element, 600V 10 Amp, type FNQ-R.
- b. Fuses are located as a part of the pull-apart connectors either in the pole hand hole or in the transformer base. Lubricate the pull-apart (Plug and Socket waterproof) connector whenever the fuse is checked.
- c. Replace blown fuses.

### 3.17 Grounding

3.17.1 Each pole shall be grounded. If not grounded, drive an approved 20-foot grounding rod six inches below grade into the ground adjacent to the foundation of the pole. Individual Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance is not as low as 25 ohms, use two or more rods connected parallel.

- a. Run a #6 stranded copper wire from the top of the grounding rod (Exothermically Bonded) through the transformer base at

- a hole located there. (Bore a hole if there is none).
- b. Wrap the copper wire around a bolt on the inside of the transformer base or pole base and connect with a ground lug.

### 3.18 Transformer Base

- a. Replace missing doors of the transformer base.
- b. Retap broken bolts to hold the door securely in place to protect the inside of the base from the elements and unauthorized personnel. Use stainless steel bolts.
- c. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.
- d. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under Section 3.1.14, Wiring.

### 3.19 Poles

- a. Replace missing inspection plate or hand hole cover. If bolts are broken off, retap, thread and place in proper position using stainless steel bolts.
- b. If the pole is leaning, shim at the base to return it to proper position. (+/- 1 Degree vertical)
- c. Replace bent pole.
- d. If any portion of the riser wire going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new wire.
- e. Plug conduit coming out of the foundation with electrical putty.
- f. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

### 3.20 Salvaged Materials

Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall become the property of the Contractor to be disposed of by the Contractor off the CFX right of way.

### 3.21 Sign Lights and Under Canopy Lights

- a. Keep all drain holes in fixture open and filtered.
- b. Properly treat and seal gaskets each time the fixture is serviced.
- c. Replace defective ballasts with parts similar to those removed.

- d. Any ballast in a location that is difficult to service may be relocated on the structure for easier accessibility.

END OF ATTACHMENT 18

## Attachment 19

### TOLL PLAZA DRAINAGE SYSTEMS

#### 1.0 Description

Toll Plaza Drainage Systems include inlets and pipes draining the parking areas at CFX facilities and the lanes running under plaza canopies. Perform jet/vacuuming and cleaning of drainage pipes, catch basins, junction boxes, treadle drains and associated grates; and/or adjust manholes and inlets as directed by the Director of Maintenance. Perform repairs, replace broken frames and grates, reset frame and grate, patch spalled areas and seal cracks in structures.

#### 2.0 Contractor Responsibilities

- 2.1 Comply with the requirements of the Florida Department of Transportation's (FDOT) Standard Plans, latest edition, which are incorporated herein by reference and made a part of this contract as if fully set forth herein.
- 2.2 Clean drainage systems and structures using appropriate equipment.
- 2.3 Collect all debris resulting from the cleaning process, remove from the site and dispose of properly and in accordance with state, federal, and local regulations.
- 2.4 Respond to emergency situations as directed by the Director of Maintenance. Response time to a site shall be within two (2) hours of notification by the Manager of Maintenance. The response team shall include a working supervisor and laborer, a jet/vacuuming truck, and additional equipment necessary to handle the type of emergency described by the Director of Maintenance.
- 2.5 Perform minor repairs including sealing leaks in catch basins, junction boxes and similar structures, replace broken grates, and reset existing frames and grates.
- 2.6 Protect the general public, vegetation, structures, slopes, and roadways at all times when work is in progress.
- 2.7 Do not use equipment which damages the pavement or turf. If this occurs, repair or replace damaged areas at no cost to the CFX.
- 2.8 Completed areas of work shall be reasonably free from debris after cleaning as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean areas that are determined to be unacceptable at no



additional cost to CFX. The Director of Maintenance will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

- 2.9 At the direction of the Director of Maintenance, make necessary miscellaneous repairs to drainage system components. Repairs also include, but are not necessarily limited to, repairs that are required due to damage resulting from vandalism, fire, theft, vehicular impact, or acts of God.

Provide drainage system materials that are like in kind to the existing materials or otherwise approved by the Director of Maintenance.

END OF ATTACHMENT 19

**Attachment 20****GROUNDING AND GROUND SYSTEM TESTING**

- 1.0 Description
- 1.1 Test grounding systems and repair and retest out of tolerance grounding systems at all of the mainline and ramp toll plazas, the CFX Headquarters Building, and Magnolia E-PASS Service Center. The Contractor will provide a testing plan within 3 months following the Notice to Proceed. The Contractor will develop a plan that addresses 50% of the buildings in the first year and 50% in the second year. Contractor shall test all ground rods at each facility once every two years.
- 2.0 Qualifications
- 2.1 Work shall be performed by a Licensed Electrical Contractor. (A contractor certified by the State of Florida, who has satisfied all state or local requirements to be actively engaged in contracting)
- 2.2 Use a calibrated direct reading three-point ground resistance testing device appropriate for this task.
- 3.0 Contractor Responsibilities
- 3.1 Perform testing of ground rods at each toll plaza and facility to determine the resistance of each ground rod. Document, certify correct and provide a report of Ground Resistance Test for the results of all tests performed.
- 3.2 For all ground rods exceeding 25 Ohms, furnish and install 5/8" x 20' copper clad ground rods or ground rod segments as necessary to achieve the grounding requirements until ground resistance of 25 Ohms or less is achieved.
- 3.3 Furnish and install exothermic cadweld connections.
- 3.4 Perform testing and provide and certify correct a report of Ground Resistance Test at each plaza grounding system upon completion of installation new ground rod(s).
- 4.0 Performance Standards

All work shall be governed and installed in compliance with the provisions of the latest editions of the following codes and standards, whichever is the most stringent:

- National Electric Code
- National Electric Safety Code
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Other Applicable Codes required by local jurisdictions

5.0 Reports

Perform tests and repairs, log results, provide and certify correct a report of Ground Resistance Test at each plaza grounding system tested. Provide report and certification to the Director of Maintenance.

6.0 Quality Assurance

Work and materials shall be in accordance with local codes and agencies having jurisdiction and with the codes and methods described in the publications of the Institute of Electrical and Electronic Engineers, the National Electrical Code, the National Electrical Safety Code, NFPA 780, and the National Electrical Manufacturers Association.

END OF ATTACHMENT 20

## Attachment 21

### FIRE ALARMS AND EXTINGUISHERS

#### 1.0 Description of Work

Perform inspection, testing and maintenance of fire alarms, fire sprinkler systems, and portable fire extinguishers at the CFX Headquarters building, Magnolia E-PASS Service Center, Hiawasse Data Center, and at all mainline and ramp toll plazas.

#### 2.0 Responsibilities

- 2.1 Testing of fire alarm systems, portable fire extinguishers and fire sprinkler systems shall be performed in accordance with applicable NFPA Standards, OSHA Standards, and local, state and federal codes.
- 2.2 All inspection, testing and maintenance shall be performed by trained personnel and with suitable testing equipment.
- 2.3 The Contractor shall submit a schedule of testing to the Director of Maintenance within 60 days of the NTP. The Contractor shall notify the Director of Maintenance and the appropriate plaza manager at least 48 hours in advance of conducting any testing.
- 2.4 Testing for fire alarms at the CFX Headquarters building and Magnolia E-PASS Service Center should be performed outside of normal working hours.
- 2.5 Portable Fire Extinguishers
  - 2.5.1 All portable fire extinguishers shall be maintained in a fully charged and operable condition
  - 2.5.2 The Contractor shall ensure that any fire extinguisher certificates that are to expire be renewed at least 10 days in advance of the expiration date.
  - 2.5.3 If during the routine inspections, the Contractor finds that portable fire extinguishers are missing or not found at the designated location, the Contractor shall replace the portable fire extinguisher within 24 hours.
- 2.6 Deficiencies found during testing and inspection shall be corrected by the Contractor within 24 hours. Failure to comply shall result in Liquidated Damages PF-1 (See Scope of Services 5.5).

2.7 Under no circumstances, except when necessary for testing purposes is the Contractor allowed to disable fire alarms.

2.8 Response time for fire alarms and fire sprinklers (the time taken to arrive at a site after notification) shall be within two (2) hours regardless of day or time of the notification. Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.7).

2.8 A maintenance log shall be kept at each location and available for review at all times. The log shall include, at a minimum, the date and time of the test(s), location, name of personnel performing the test(s), type(s) of test performed, results of the test(s), and actions taken to correct any deficiencies.

END OF ATTACHMENT 21

## Attachment 22

### GRAFITTI AND STAIN REMOVAL

#### 1.0 Description

Provide all labor, materials, equipment and incidentals necessary to perform cleaning and/or painting of all CFX buildings facilities, including beams and columns, concrete barrier walls, buildings, toll booths and other structures to remove graffiti, waste (human or animal), and other unsightly stickers, stains and markings.

#### 2.0 Contractor Responsibilities

- 2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.
- 2.2 Clean surfaces as needed to remove graffiti, stickers or other materials including using a pressure washer, appropriately sized for the task, as necessary.
- 2.3 Graffiti removal is considered an Emergency Response Activity. Complete emergency maintenance response for graffiti and stain removal work, including application of the permanent coating(s) by the end of the next day (including Saturdays, Sundays and legal holidays) after discovery or notification. Graffiti determined to be profane or offensive by the Director of Maintenance shall be removed and, at a minimum, a temporary coating applied within two (2) hours of discovery or notification. Permanent coatings shall be completed within 48 hours of completion of the temporary work. Non-painted decorative surfaces shall be cleaned and not painted. Means and methods are up to contractor, CFX will not accept unpainted areas to be painted. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew. Completion of routine work shall not be affected by the need to perform emergency work.  
  
Failure to complete the work per the time frames above shall result in a reduction of compensation as defined in the Scope of Services (5.3.7).
- 2.4 Repair the finish after removal of graffiti or other material to the original existing finish as directed by the Director of Maintenance.
- 2.5 Collect all debris resulting from the cleaning process and remove from CFX right-of-way at the end of each workday.
- 2.6 Completed areas of work shall be reasonably free from graffiti and stains after cleaning as determined by the Director of Maintenance. Work shall be subject to

periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean and or paint again areas that are determined to be unacceptable at no additional cost to CFX.

- 2.7 The Contractor shall provide maintenance of traffic in conformance with CFX requirements and the current edition of the FDOT Standard Plans at each location where lane closures are in effect. All lane closures shall be coordinated with the respective plaza manager prior to the lane closure.

END OF ATTACHMENT 22

**CONSENT AGENDA ITEM  
#15**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 25, 2023

SUBJECT: Approval of Contract Award to Aero Groundtek LLC for  
Landscape Maintenance Services for SR 408, SR 417, CFX Headquarters and  
Magnolia Service Center  
Contract No. 002024

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Request for Proposals (RFP) from qualified firms to provide Landscape Maintenance Services for SR 408, SR 417, CFX Headquarters and Magnolia Service Center was advertised on June 25, 2023. Two responses were received by the July 31, 2023 deadline. Those firms were Aero Groundtek LLC and Arazoza Brothers Corporation . The Director of Procurement met with the Director of Maintenance to review options when less than three proposals are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee shortlisted the firms and interviews were held on August 14, 2023. The price proposals were then opened and scored. The combined scores for the technical and price proposals were calculated and the result is shown below:


Ranking	Firm
1	Aero Groundtek LLC
2	Arazoza Brothers Corporation

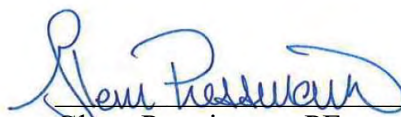
The work to be performed includes landscape maintenance services on SR 408 and SR 417, and at CFX Headquarters and the Magnolia Service Center.

Board award of the contract to Aero Groundtek LLC in the amount of \$5,583,100.06 for a three year term with two one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by:

  
\_\_\_\_\_  
Don Budnovich, PE  
Director of Maintenance

  
Glenn Pressimone, PE

**RFP-002024 Committee Meeting August 14, 2023 Minutes**

Evaluation Committee for **Landscape Maintenance Services for SR 408, SR 417, CFX’s Headquarters Building, and Magnolia Service Center; RFP-002024**, held a duly noticed meeting on Monday, August 14, 2023, starting at 10:00 a.m. in the Pelican Conference Room at the CFX Headquarters, Orlando, Florida.

**Committee Members:**

Chris Bloodwell, CFX Landscape Architect  
Don Budnovich, CFX Director of Maintenance  
Matthew Bryant, CFX Sr. Landscape Maintenance Inspector  
Iranetta Dennis, CFX Director of Supplier Diversity  
Bryce Rainey, CFX Permits and Maintenance Compliance Supervisor

**Other Attendees:**

Bradley Osterhaus, Procurement Analyst  
Aneth Williams, CFX Director of Procurement

**Interviews:**

Mr. Osterhaus began each interview with introduction of the firms and Committee members. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statutes.

Aero Groundtek LLC	09:00 – 09:20 a.m.
Arazoza Brothers Corporation	09:30 – 09:50 a.m.

**Evaluation Portion:**

Mr. Osterhaus opened the floor for discussions. After discussions, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

<u>Proposer</u>	<u>Total Raw Points</u>	<u>Average Points</u>
Aero Groundtek LLC	234	46.80
Arazoza Brothers Corporation	250	50.00

**Pricing**

Upon completion of the technical proposals scoring, the price proposals were opened and scored in accordance with the RFP requirements.

<u>Proposer</u>	<u>Total Price</u>	<u>Points</u>
Aero Groundtek LLC	\$5,583,100.06	45.00
Arazoza Brothers Corporation	\$8,352,841.50	30.08

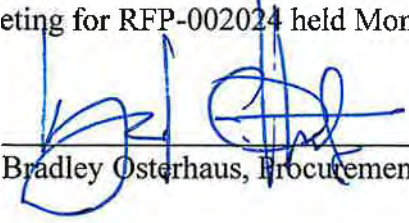
**Total Points and Rankings**

<u>Proposer</u>	<u>Tech. Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
Aero Groundtek LLC	46.80	45.00	91.80	1
Arazoza Brothers Corporation	50.00	30.08	80.08	2

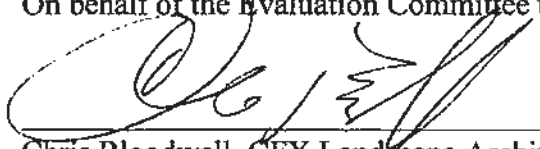
The Evaluation Committee recommends award of the Contract to Aero Groundtek LLC for \$5,583,100.06. There being no further business to come before the Committee, the meeting was

adjourned at 10:31 a.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting for RFP-002024 held Monday, August 14, 2023.

Submitted by:

  
Bradley Osterhaus, Procurement Analyst

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

  
Chris Bloodwell, CFX Landscape Architect

8/14/2023

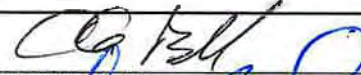
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY  
 LANDSCAPE MAINTENANCE SERVICES FOR  
 SR 408, SR 417, CFX'S HEADQUARTERS BUILDING, AND MAGNOLIA SERVICE CENTER


EVALUATOR	AERO GROUNDTEK LLC		ARAZOZA BROTHERS CORPORATION	
	TECHNICAL	PRICE	TECHNICAL	PRICE
CHRIS BLOODWELL	48		53	
DON BUDNOVICH	53		55	
MATT BRYANT	52		49	
IRANETTA DENNIS	40		47	
BRYCE RAINEY	41		46	
TOTAL	234		250	
AVG. TECH. POINTS	46.80		50.00	


PRICE PROPOSAL SUMMARY		
PROPOSER	PROPOSAL AMOUNT	POINT VALUE
AERO GROUNDTEK LLC	\$ 5,583,100.08	45.00
ARAZOZA BROTHERS CORPORATION	\$ 8,352,841.50	30.08


POINT TOTALS AND FINAL RANKING				
PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
AERO GROUNDTEK LLC	46.80	45.00	91.80	1
ARAZOZA BROTHERS CORPORATIO	50.00	30.08	80.08	2


Committee Members:

  
 \_\_\_\_\_  
 CHRIS BLOODWELL

  
 \_\_\_\_\_  
 DON BUDNOVICH

  
 \_\_\_\_\_  
 MATT BRYANT

  
 \_\_\_\_\_  
 IRANETTA DENNIS

  
 \_\_\_\_\_  
 BRYCE RAINEY

Monday, August 14, 2023

Monday, August 14, 2023

Monday, August 14, 2023

Monday, August 14, 2023

Monday, August 14, 2023

# CONTRACT

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**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

---

AND

**AERO GROUNDTEK LLC**

**LANDSCAPE MAINTENANCE SERVICES FOR SR 408, SR  
417, CFX'S HEADQUARTERS BUILDING, AND MAGNOLIA  
SERVICE CENTER**

**CONTRACT NO. 002024**

**CONTRACT DATE: SEPTEMBER 14, 2023**

**CONTRACT AMOUNT: \$5,583,100.06**

**CONTRACT, SCOPE OF SERVICES W/ ATTACHMENTS, METHOD OF  
COMPENSATION, ADDENDA, PRICE PROPOSAL, TECHNICAL PROPOSAL,  
AND POTENTIAL CONFLICT DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES W/ ATTACHMENTS, METHOD OF  
COMPENSATION, ADDENDA, PRICE PROPOSAL, TECHNICAL PROPOSAL,  
AND POTENTIAL CONFLICT DISCLOSURE FORM**

**LANDSCAPE MAINTENANCE SERVICES FOR SR 408, SR 417, CFX'S  
HEADQUARTERS BUILDING, AND MAGNOLIA SERVICE CENTER**

**CONTRACT NO. 002024**

**SEPTEMBER 2023**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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CONTRACT 002024

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**Contract No. 002024**

This Contract No. 002024 (“Contract”) is made this 14<sup>th</sup> day of September 2023, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and Aero Groundtek LLC, a Foreign Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 858 Maguire Road, Ocoee, FL 34761, hereinafter “the CONTRACTOR.”

**WITNESSETH:**

**WHEREAS**, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the “CFX Act”) to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act; and

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” and

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to perform landscape maintenance services on State Road (“SR”) 408, SR 417, CFX’s Headquarters Building, and Magnolia Service Center under this Contract, and related tasks as may be assigned to the CONTRACTOR by CFX; and

**WHEREAS**, on or about June 25, 2023, CFX issued Request for Proposals (“RFP”) seeking qualified contractors to perform landscape maintenance services on SR 408, SR 417, CFX’s Headquarters Building, and Magnolia Service Center; and

**WHEREAS**, CONTRACTOR was selected as the most responsive and responsible proposer of 2 qualified firms that responded to the RFP and was ultimately selected.

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

## 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, attached hereto as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). The Services to be provided under this Contract include performing maintenance of, and administration and management services related to landscape maintenance for SR 408, SR 417, CFX's Headquarters Building, and Magnolia Service Center in Orange County, Florida as detailed in the Contract Documents (hereinafter defined) and any amendments, supplements, or modifications thereto. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

CFX does not guarantee that all of the Services described in the Scope of Services will be assigned during the Term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the Services set forth herein performed by other contractors or CFX staff.

CONTRACTOR understands and acknowledges that CONTRACTOR shall only be responsible for performance of the Services outlined in the Scope of Services and Attachments thereto to the extent such Services were outlined in the bid item tabulation attached to the CONTRACTOR'S response to the RFP.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

- 1.1 This Contract, including insurance policies and bonds,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services (including Attachments),
- 1.4 The Method of Compensation,
- 1.5 The Technical Proposal submitted by CONTRACTOR, and
- 1.6 The Price Proposal submitted by CONTRACTOR.

## **2. TERM AND NOTICE**

The initial term of the Contract will be three (3) years from the date indicated in the notice to proceed with the Services issued by CFX (“Notice to Proceed”), hereinafter “Initial Contract Term.” CFX may elect, in its sole and absolute discretion, to renew the Initial Contract Term for up to two (2) additional one-year terms (collectively or individually referred to herein as a “Renewal Term”). Renewals may be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX’s needs. If a Renewal Term is exercised, CFX will provide CONTRACTOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Contract Term or any applicable Renewal Term. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the “Term”.

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon written notice for convenience or written notice for cause for CONTRACTOR’s material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to the date of termination. CONTRACTOR will not be paid for special, indirect, consequential, or other undocumented costs and expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the Notice to Proceed; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or Services required by the Contract; (iv) fails to comply with the terms and conditions of the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide notice in writing to the CONTRACTOR of such delay, neglect or default (“Default Notice”). If CONTRACTOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from CONTRACTOR and to declare the Contract in default. If the Contract is declared in default, CFX may elect in its sole and absolute discretion, to terminate all or a

portion of the Services, this Contract in whole or in part, or otherwise remove the Services from the Contractor and assume and assign to another contractor the Services set forth in this Contract.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain other contractors for the completion of the Services under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. In the event the expense of the Contract completion is less than the amount still outstanding under the Contract, the expense shall be deducted from the amount still outstanding. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 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 \$5,583,100.06 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:**

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

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

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

4.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default

under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

## **5. PUBLIC RECORDS**

**5.1 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com), and 4974 ORL Tower Road, Orlando, FL. 32807.**

5.2 Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public

records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

(e) Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section 5 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

## 6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

6.3 As required by Section 348.753, Florida Statutes, and CFX’s Code of Ethics, CONTRACTOR agrees to complete CFX’s Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit “E.”**

6.4 In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract Services.

6.5 CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

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



**7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES**

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises (“D/MBEs”) and Women’s Business Enterprises (“WBEs”) whereby CFX has adopted CFX Policy BD-1 setting a goal for D/MBE and WBE participation objective (“D/MBE Policy”). CONTRACTOR acknowledges CONTRACTOR has read and reviewed the D/MBE Policy and agrees to comply with the terms and conditions of the D/MBE Policy. Under CFX’s program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in the provision of Services under the Contract with respect to the maintenance and operation of the Central Florida Expressway System in accordance with the D/MBE Policy. CONTRACTOR shall provide information regarding its employment of such businesses, the percentage of payments made to such businesses and others, and compliance with the program requirements of the D/MBE Policy. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR’s invoices and shall be in a form reasonably acceptable to CFX.

**8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND**

8.1 Anything contained herein to the contrary notwithstanding, during the Term of the Contract and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR’S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

8.2 Upon execution of the Contract, the CONTRACTOR shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Services shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

8.3 CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry

a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

(a) Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract

(b) Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

(c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

(d) Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.4 Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

8.5 Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

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

8.8 If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the performance and payment bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

**9. CONTRACTOR RESPONSIBILITY**

9.1 CONTRACTOR shall take any and all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(a) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the Services;

(b) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the Central Florida Expressway System or other areas upon which Services are performed;

(c) members of the public who may be traveling on the Central Florida Expressway System and their vehicles.

9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Scope of Services, policies of CFX, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(a) those relating to the safety of persons and property and their protection from damage, injury or loss;

(b) all workplace laws, regulations, and posting requirements;

(c) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and

(d) compliance with the public records laws of Chapter 119, Florida Statutes.

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Central Florida Expressway System or in any way involved in the provision of Services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a ten percent (10%) interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR to perform roadway and bridge maintenance services on behalf of CFX.

## **10. INDEMNITY**

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

10.2 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers, board members, and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees arising from or related to the performances or non-performance of the Services as required hereunder by the CONTRACTOR. This indemnification shall include, without limitation, any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third-party rights of any kind, by or arising out of any one or more of the following:

(a) violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

(b) CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

(c) CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

(d) CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

(e) CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

(f) CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

(g) CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

10.3 CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, board members, agents or employees. The parties agree that one percent (1%) of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the one percent (1%) is included in the amount negotiated for each authorized task.

## **11. PRESS RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation, the CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

## **12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are

generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the “CFX Property”). CFX’s ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the “CFX Intellectual Property”). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX’s registered trademark name for CFX’s electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors’ access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the “CONTRACTOR Property”), and the intellectual property rights associated therewith (collectively, the “CONTRACTOR Intellectual Property”), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as “CONTRACTOR”) warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; or

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; and

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX’s use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; and

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest

confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

### **13. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

### **14. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.



**15. NOTIFICATION OF CONVICTION OF CRIMES**

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel (hereinafter defined) shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

**16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Control Manager, Project Superintendent and Contract Support Specialist (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract in accordance with the standards and requirements set forth in the Scope of Services. The identity of the individuals, initially assigned

to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing Services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

## **18. SUBLETTING AND ASSIGNMENT**

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

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

The approved subcontractor is:

Faithworks Total Ground Maintenance LLC

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated

with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

## **19. DISPUTES**

All Services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the Services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the Services that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **20. OTHER SEVERABILITY**

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## **21. INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

**22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT**

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

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

**23. GOVERNING LAW AND VENUE**

This Contract, and all claims, controversies, and causes of action arising out of or relating to this Contract, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section shall survive the expiration or termination of this Contract and continue in full force and effect.

**24. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR’s employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations

respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

## **25. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

## **26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by CFX, whichever is later.

**27. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

- 27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 27.2 Payment to CONTRACTOR for satisfactory Services performed or for termination expenses, if applicable; and
- 27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 27.4 Obligations upon expiration or termination of the Contract; and
- 27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

**28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

- 28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

**29. INSPECTOR GENERAL**

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

**30. E-VERIFY**

CONSULTANT (or VENDOR or CONTRACTOR, etc.) shall register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract. CONSULTANT shall also require that all of its subconsultants register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subconsultants for work performed during the term of the Agreement. Note that pursuant to Section 448.095, F.S., there are no exceptions, and the contractor is required to register and use the E-Verify system.

**31. APPROPRIATION OF FUNDS**

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

**32. NOTICE TO THE PARTIES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: Director of Maintenance

With a copy to: CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: General Counsel

CONTRACTOR: Aero Groundtek LLC  
165 Cantiague Rock Rd.  
Westbury, NY 11590-2826  
ATTN: Thomas Grover Brackett, CEO

With a copy to: Aero Groundtek LLC  
858 Maguire Road  
Ocoee, FL 34761  
ATTN: William Sandritter, GM

### **33. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services  
Attachment 1 Annual Maintenance Schedule  
Attachment 2 Turf Management Area Reference Maps (Mowing Areas)  
Attachment 3 "No-Mow" Area Reference Maps  
Exhibit "B" Method of Compensation  
Exhibit "C" Price Proposal  
Exhibit "D" Technical Proposal  
Exhibit "E" Potential Conflict Disclosure Form

[ SIGNATURES TO FOLLOW ]



IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on September 14, 2023.

ACCEPTED AND AGREED TO BY:

AERO GROUNDTEK LLC

By: \_\_\_\_\_

Title

ATTEST: \_\_\_\_\_ (Seal)

DATE: \_\_\_\_\_

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and execution for the use and reliance by CFX only.

\_\_\_\_\_  
General Counsel for CFX  
Jo O Thacker  
\_\_\_\_\_  
Print Name

## EXHIBIT "A" – SCOPE OF SERVICES

Exhibit "A"	Scope of Services w/ Attachment #1 – Annual Maintenance Schedule Attachment #2 – Turf Management Area Reference Maps (Mowing Areas) Attachment #3 – "No-Mow" Area Reference Maps	S-1 TO SS-65
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**SCOPE OF SERVICES  
LANDSCAPE MAINTENANCE SERVICES  
CONTRACT NO. 002024  
S.R. 408, S.R. 417, Magnolia E-Pass Service Center and the CFX Administrative and  
Operations Center**

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Attachment #1 – Annual Landscape Maintenance Schedule

Attachment #2 – Turf Management Area Reference Maps

Attachment #3 – “No-Mow” Area Reference Maps

## 1.0 PROJECT SCOPE

The work consists of providing all labor, materials, equipment and incidentals necessary to perform landscape maintenance (ornamental trees, shrubs, vines, groundcovers, and mulched areas) which includes but is not limited to: groundcover pruning, shrub pruning, tree pruning, fertilizer application, insect/disease control, grassy weed control, broadleaf weed control, tree staking, watering, mulching, shrub removal, tree removal, and site clean-up (including litter and debris removal) at all CFX toll facilities and right of way locations (excluding, temporarily, the areas listed below) along S.R. 408 from Clark Rd and Old Winter Garden Rd overpass to 1,400 ft. north of SR 50 at Challenger Pkwy; S.R. 417 from International Dr. to the Seminole County Line, the Magnolia E-Pass Service Center, as well as the CFX Administration and Operations Center.

This work also includes: turf maintenance which includes but is not limited to: mowing, edging, trimming, fertilizer application, insect/disease control, grassy weed control, broadleaf weed control, irrigation system maintenance and site clean-up (including litter and debris removal and turf clippings removal from turf areas and adjacent paving areas), at all CFX main toll plazas located within the Contract scope, the CFX Administration and Operations Center, and right of way locations identified in Attachment #2 – Turf Management Area Reference Maps.

The landscape improvements that are part of the following listed landscape construction projects will not be maintained at Contract start up. These areas will be added to the Contract scope upon completion of the planting installation and establishment / warranty maintenance phases. Pricing for these and future scope additions shall be based on Contract bid unit costs and shall be paid for out of the Work Order / New Construction Allowance:

### Landscape Construction Projects

- Project No. 408-830 S.R. 408 / S.R. 417 – Alafaya Trail Landscape
- Project No. 408-831 S.R. 408 / S.R. 417 – S.R. 408 Interchange Landscape
- Project No. 417-833 S.R. 417 / Econ Trail – County Line Landscape

Existing landscape improvements located within the limits of current roadway construction projects listed below will not be maintained at Contract start up and are not included in the Contract bid totals. These areas will be added to the Contract scope upon completion of each roadway construction project. Pricing for scope additions shall be based on Contract bid unit costs and shall be paid for out of the Work Order / New Construction Allowance:

### Roadway Construction Projects

- S.R. 417 Roadway Construction Zone – International Drive to John Young Parkway.
- S.R. 417 Roadway Construction Zone – John Young Parkway to Landstar Blvd  
(excluding mowing and landscape maintenance at the John Young Toll Plaza)
- S.R. 417 Roadway Construction Zone – Landstar Blvd to Boggy Creek Rd  
(excluding mowing and landscape maintenance at the Boggy Creek Toll Plaza)
- S.R. 417 Roadway Construction Zone – Boggy Creek Rd to Narcoossee Road
- S.R.417 Roadway Construction Zone – Narcoossee Road to SR 528

Adjustments to Contract amounts for the maintenance of existing landscape improvements impacted by future roadway construction projects shall be based on Contract bid unit costs.

The work under the Contract also consists of providing all labor, equipment, materials, and incidentals necessary to perform repairs and restoration of existing landscape plantings as directed by CFX. Planting and establishment watering costs shall be paid for out of the Work Order / New Construction Allowance.

Supplemental watering of existing plant material during periods of severe drought shall also performed as directed by CFX. Supplemental watering costs shall be paid for out of the Work Order / New Construction Allowance.

The work under the Contract shall commence after issuance of the written Notice to Proceed from the CFX Director of Maintenance.

## **2.0 GENERAL CONDITIONS AND REQUIREMENTS**

### **2.1 CFX Director of Maintenance**

References to the CFX Director of Maintenance shall be taken to mean his designated representative(s) as well. All work shall be subject to review and acceptance by the CFX Director of Maintenance who will evaluate the Contractor's work for compliance with the Contract Documents. The CFX Director of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

### **2.2 Coordination of Contract Documents**

The Scope of Services and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda (if any)
3. Scope of Services
4. FDOT Standard Plans

### **2.3 Contractor's Personnel, Subcontractors and Sub-consultants**

The Contractor shall be certified by the Florida Nursery, Growers, and Landscape Association (FNGLA) as a Landscape Contractor and shall remain certified during the term of the Contract. The certified individual shall be a full-time employee on the Contractor's payroll. The Contractor shall not replace the individual representing the Contractor as the Landscape Contractor certified by FNGLA without written notice to and approval of CFX. CFX's acceptance of any replacement may be revoked based on reasonable objection after

due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such personnel shall constitute a waiver of any right of CFX to reject defective Work.

A significant factor in the decision of CFX to award the Contract to the Contractor is the level of expertise, knowledge and experience possessed by employees of Contractor, the Contractor's proposed subcontractors and sub-consultants (if any) and the Contractor's covenant to use employees, subcontractors and sub-consultants possessing such expertise, knowledge and experience available at all times to assist in the providing the required maintenance services. Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and sub-consultants having significant training, expertise and experience in the maintenance areas or disciplines described herein and in the maintenance specifications, together with such other areas of expertise or experience as may be designated from time to time during the term of the Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, Contractor shall use reasonable efforts to promptly hire and retain one or more individuals, subcontractors or sub-consultants possessing such experience or expertise.

CFX considers the Contractor's Project Manager to be a key person with respect to the performance of the maintenance services. The identity of the individual initially assigned as the Project Manager by the Contractor shall be submitted to CFX in advance for approval or disapproval by CFX, and any changes in the individual shall also be subject to written approval by CFX. Similarly, the Contractor shall submit the names and qualifications of the Contractor's Project Spray Manager, the names and qualifications of the Contractor's Irrigation Manager and all first and second tier subcontractors/sub-consultants to CFX for approval prior to their beginning work on the project. The Project Spray Manager, Irrigation Manager, and all first and second tier subcontractors/sub-consultants shall have the skills and experience necessary to properly perform the work assigned and as required by this scope. CFX's approval with respect to the Project Manager, Spray Manager, Irrigation Manager, and subcontractors/sub-consultants may be granted or denied in CFX's sole and absolute discretion.

Promptly upon request of CFX, the Contractor shall remove from activities associated with or related to the performance of the Contract any employee, subcontractor or sub-consultant whom the CFX considers (for any reason whatsoever, in CFX's sole discretion) unsuitable for such work. Such employee, subcontractor or sub-consultant shall not be reassigned to perform any work relating to the Contract except with the express written consent of the CFX. If the Contractor fails to immediately remove such employee, subcontractor or sub-consultant, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the work until the employee, subcontractor or sub-consultant is removed. The Contractor shall protect, defend, indemnify, and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of an employee, subcontractor or sub-consultant based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any subcontractor or sub-consultant in accordance with this paragraph. No compensation in any form shall be paid



to the Contractor by CFX in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

The Contractor shall provide sufficient qualified manpower as necessary to perform all specified or directed maintenance tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the CFX Director of Maintenance and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor shall be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract shall be provided at no additional cost to CFX.

The Contractor shall provide the minimum manpower and equipment according to the following configurations/requirements:

<u>Personnel</u>	<u>Crew Designation</u>	<u>Min.</u>	<u>#of</u>
	(2) 3-week Maintenance Crews - 6-person crew		12
	(1) Hot Spot Crew - 6-person crew		6
	(1) Mow Crew - 4-person crew		4
	(2) Spray Crews - 2-person crew		4
	(1) Project Manager		1
	(1) Spray Manager		1
	(1) Irrigation Manager		1
	(1) Irrigation Tech		1
	Total (minimum)		30

Equipment Requirements (minimum)

- 2 - Spray Trucks with sufficient capacity
- 2 - Spray Gators
- 2 – Small Production Mowers
- 2 – Walk Behind Mowers – CFX Admin. & Ops Center
- 1 - Irrigation Equipment Truck
- 1 – 2,000 Gallon / Tank Water Truck
- 3 - Maintenance/Mow Crew Trucks and Trailers
- 2 -Trucks for Management Team

The Contractor’s Project Manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor’s right, title or interest therein, without written consent of CFX. A list of approved subcontractors shall be made a part of the Contract.

Subsequent to the execution of the Contract, any additions to the list will require prior written approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), will also require prior approval by the CFX Board. No such subcontract shall be executed by the Contractor until Board approval is given. Refer to the Contract, Subletting and Assignment, for additional requirements. Promptly upon request of CFX, the Contractor shall remove from the activities associated with or related to the performance of Services under the Contract any subcontractor, at any tier, whom CFX considers unsuitable for the performance of such Services. Such subcontractor shall not be reassigned to perform any work relating to the Services except with the express written consent of CFX.

With CFX's written consent, the Contractor will be permitted to sublet a portion of the work but shall perform, with its own organization, work amounting to not less than 50% of the total Contract amount. The granting or denying of consent under this provision is at CFX's sole discretion.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor/sub-consultant to indemnify and hold harmless CFX on the same terms as contained herein and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of work shall not relieve the Contractor or surety of their respective liabilities.

A subcontractor/sub-consultant will be recognized only in the capacity of an employee or agent of the Contractor.

## 2.4 Traffic Control

The Contractor shall adhere to the requirements of Part 6 of the Florida Highway Administration's ("FHWA") Manual on Uniform Traffic Control Devices ("MUTCD"). For operations requiring closure of travel lane(s), Contractor shall comply with FDOT Standard Plans.

All lane and ramp closures require the prior written approval of the Director of Maintenance. The Contractor shall submit a written lane closure request at least ten (10) working days in advance of the planned closure. If, in the determination of the Director of Maintenance, any permitted lane closure(s) causes extended traffic congestion, the Contractor shall, at the direction of the Director of Maintenance, open any temporary lane closures until traffic is returned to an acceptable flow as determined by the Director of Maintenance.

The Contractor understands that delay costs to the public will result if all lanes are not open to traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. The Contractor shall plan its operations such that all equipment and materials except those required for the safety of the traveling public are

removed from the clear zone and lanes are reopened for traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. A lane rental fee will be assessed on the Contractor in the amount of \$1,000 per lane/ramp for each minute that any lane/ramp is not open to traffic.

Lane rental fees will be assessed beginning at the appropriate time as shown above and continue until all lanes are open and traffic flow is restored as recorded by the Director of Maintenance. CFX shall have the right to apply as payment on such damages any money which is due to the Contractor by CFX. At the discretion of the Director of Maintenance, lane rental fees will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

Lanes closures on all local or state roads not a part of the Central Florida Expressway System shall be coordinated with and approved by the appropriate local or state governmental agency, such as Orange County, Lake County, Osceola County, City of Winter Garden, FDOT, FTE, etc.

For operations requiring closure of shoulder or travel lane(s), the Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an equal approved by CFX. Approved alternate Worksite Traffic Supervisors may be used when necessary.

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

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

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

The Contractor shall comply with the FDOT Standard Plans, which is hereby incorporated by reference as if fully set forth herein.

For all lane closures, the Contractor shall provide uniformed off-duty Florida Highway Patrol (FHP) officer(s), including marked FHP vehicle(s), to assist in controlling and directing traffic in the work zone.

The Contractor shall not permit equipment to unreasonably interfere with traffic while the equipment is on or traversing a road or street.

## 2.5 Other Work

If activities by CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract price because of delay due to the activities of others.

## 2.6 Permits, Notifications and Fees

2.6.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

2.6.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract price.

2.6.3 No Services shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such Services are to be performed. The Contractor shall provide a copy of the written permission to CFX. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.

## 2.7 Hazardous or Toxic Waste, Pollutants

2.7.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Director of Maintenance shall be notified immediately, but no more than sixty (60) minutes from discovery of such abnormal condition. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc. visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

2.7.2 Contractor shall take all actions reasonably necessary to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the Director of Maintenance in writing.

2.7.3 Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements, and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Services necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the Services being performed.

## 2.8 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers, and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures or non-performance of the chemical applications or maintenance tasks specified herein. All repairs to plant material required by the Contractor shall be performed as specified in Section 11.0 Plant Replacement.

## 2.9 Safety

2.9.1 General: The Contractor shall comply with all federal, state, and local laws, by-laws, ordinances, rules and regulations which control the action or operation of those engaged or employed in the Services or which affect materials used by Contractor in the performance of the Services.

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

The Contractor and all subcontractors shall not allow any person employed in performance of the Services to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section

107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates. 2.13.3 The Contractor shall ensure that its workers and subcontractors at all tiers use vest/garments in conformance with the FDOT Standard Plans. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

#### 2.10 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, the results of the maintenance or other Services shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

#### 2.11 Escrow of Price Proposal Records

With the execution of the Contract, the Contractor shall submit to CFX, in sealed container(s), a legible copy of the Price Proposal Records used by the Contractor to prepare its bid. The container(s) shall be clearly marked "Price Proposal Records" and shall show on the face of the container(s) the Contractor's name, address, date of submittal and Project number. CFX will maintain the container(s) in a sealed condition.

In addition to the Price Proposal Records, the Contractor shall execute and submit an affidavit, signed under oath by the Contractor, listing each Price Proposal Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Price Proposal Record, other than the Price Proposal Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor.

Following execution of the Contract, CFX will hold the sealed container(s) and the original affidavit until the Contractor seeks an adjustment in time or money and files a claim or initiates arbitration against CFX. Such acts by the Contractor shall be sufficient grounds for CFX to open the sealed container(s). CFX reserves the right to reveal the contents of the sealed container(s) to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the bid documents included in the sealed container(s) will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

When the Contractor executes a binding release of all claims and potential causes of action related to the Contract, CFX will release the sealed container(s) to the Contractor. The Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

## 2.12 Disadvantaged, Minority and Women Owned Businesses (D/M/WBE)

General: The Contractor is encouraged to meet or demonstrate why the participation objective of 10% for this Contract could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX may elect to provide an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort herein. The Contractor shall demonstrate through documentation that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary. Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform the Services with its own forces if those Services have been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor

shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

(1) Written notice to disadvantaged, minority and/or women-owned business enterprises that provides the type of work the contractor intends to subcontract. The notice shall be by e-mail or fax no fewer than seven (7) calendar days prior to proposal opening. All e-mails shall include the legal name of the firm. The notice shall advise:

- a. The disadvantaged, minority and/or women-owned business enterprises interest in the contract that is being solicited;
- b. The specific work the contractor intends to subcontract;
- c. How to obtain the contract plans, specifications and/or any information relevant to the proposal review process;
- d. Information on bonding and/or other pertinent insurance requirements;
- e. The deadline for proposal submission to the prime contractor and the proposal opening date; and,
- f. The prime contractor will provide the disadvantaged, minority and/or women-owned business enterprises no less than twenty-four (24) hours' notice of all addenda.

(2) Proposer shall explain why a D/M/WBE firm was not sub-contracted to meet the participation objective for the work as detailed on the solicitation bid form.

(3) Follow-up of initial submittals of interest by contacting disadvantaged, minority and/or women-owned business enterprises and documentation of such contact efforts which shall include: the D/M/WBE firm's name, address and contact information for the firm representative (e.g. e-mail, telephone and/or fax numbers); scope of work requested; the date and name of the person conducting the follow-up effort; comments denoting if the D/M/WBE indicated they will bid; comments denoting if plans and specs were sent; and the time the quote was received . Each proposer shall use the standardized contract log.

(4) The proposer shall submit all quotations received from non-minority and disadvantaged, minority and/or women business enterprises. The prime contractor shall provide an explanation as to why the disadvantaged, minority and/or women-owned business quotations were not accepted. Receipt of a lower quotation from a non-minority and/or non-women business enterprise prior to or at the time of proposal opening will not in itself excuse a contractor's failure to meet contract objectives.

(5) The proposer may document any of the following to support their proposal: services used of available disadvantaged, minority and/or women business enterprises community organizations; membership in disadvantaged, minority and/or women contractors' groups;



Federal, State, and local disadvantaged, minority and/or women business assistance offices; advertisements of partnership with organization for outreach (e.g. marketing fliers and event details); proof of written notice and follow-up communications; substantive conversations from network events.

(6) The proposer shall provide a copy of the notice of solicitation and any advertisements placed in general circulation media, trade association, publications and/or minority-focused media.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Proposer has made but also the quality, quantity, and intensity of these efforts.

#### 2.12.1 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

2.12.1.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

2.12.1.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
  - (a) “Black Americans”, which includes persons having origins in any of the black racial groups of Africa;
  - (b) “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
  - (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

- (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
  - (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
  - (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
  - (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

2.12.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

2.12.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
  - a. All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

(b)

1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

(c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is

determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2.12.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. The procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. The dollar value of the contracts awarded to D/M/WBEs;
4. The percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. A description of the general categories of contracts awarded to D/M/WBEs;
6. The specific efforts employed to identify and award contracts to D/M/WBEs;
7. Maintenance of records of payments and monthly reports to CFX;
8. Subcontract agreement between Contractor and D/M/WBE subcontractors; and
9. Any other records required by the Director of Maintenance or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

#### 2.12.5 Subletting of Contracts - Participation Objective

No request to sublet the Services will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", which shall be completed and submitted with the "Request for Authorization to Sublet Work". One copy of the certification will be attached to each copy of the "Request for Authorization to Sublet Work".

#### 2.13 Suspension of Work

CFX reserves the right (as may be exercised from time to time) to suspend the maintenance activities and Services covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

CFX anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the Services. Upon written direction from the Director of Maintenance, the Contractor shall reduce maintenance activities in the construction areas designated by CFX until such time as the suspension is lifted. Payment to the Contractor will be reduced based on the pro-rata share of the affected Pay Item(s) value for the work not performed.

#### 2.14 Liquidated Damages / Unperformed Work

Contractor and CFX recognize that, since time is of the essence for the performance of the Services under this Contract, CFX will suffer financial loss if the Services are not performed within the time specified in the Contract, as said time may be adjusted as provided for herein. In such event, the total amount of CFX's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that CFX receive liquidated damages from Contractor, if Contractor fails to perform the Services within the time periods set forth in the Contract. The Contractor (or in the circumstance of the Contractor default, the surety) shall pay to CFX, not as a penalty but as liquidated damages per the following for failure of the Contractor to complete the Services within the time stipulated in the Contract or work order or within such additional time as may have been granted by CFX (the "Liquidated Damages"):

- \$200 per crew per day for Daily Litter Patrol that is not on-site per Contract.
- \$100 per Task/Item per Day for any cycle-based task whose Contract frequency is monthly or less that is more than 7 calendar days late.

- \$100 per Task/Item per Day for any cycle-based task whose Contract frequency is greater than monthly but no more than quarterly that is more than 14 calendar days late.
- \$100 per Task/Item per Day for any cycle-based task with an interval greater than quarterly that is more than 21 calendar days late.

The due dates for each task will be determined by the Annual Landscape Maintenance Schedule (Attachment 1). It shall be the responsibility of the Contractor to schedule the Services in a manner that prevents delays, stoppages, and rework. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of CFX's actual damages at the time of contracting if Contractor fails to perform the Services within the time specified herein.

In addition to the Liquidated Damages set forth above, in the event the Contractor fails to perform any required Services within the specified time limits in the Contract, CFX, at its option, may elect to have another contractor, subcontractor, or staff of CFX perform the Services and subtract the costs for the performance of the Services plus a \$1,000 administrative fee from any unpaid amounts then or thereafter due the Contractor under the Contract if the Contractor had performed said Services.

The Contractor shall expect that all Liquidated Damages outlined in this Contract will be enforced. In the event the Contractor believes an assessed Liquidated Damage is the result of extenuating circumstances or is not being properly assessed, the Contractor may appeal the assessment of Liquidated Damages in writing to the Director of Maintenance. CFX reserves the right to reduce any assessment of Liquidated Damages and/ or reductions in compensation based upon the circumstances of that item. Any assessment of Liquidated Damages and /or reduction of compensation amount is at the sole discretion of the Director of Maintenance.

## 2.15 Prevailing Party Attorney's Fees

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

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

2.15.3 For purposes of determining whether the judgment or award is eighty percent (80%)

or more of the contested claims, “adjusted award” or “adjusted judgment” shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor litigation (exclusive of interest, cost or expense).

- 2.15.4 The term “contested claim” or “claims” shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which CFX agreed to pay or offered to pay prior to initiation of litigation shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor’s claim(s).
- 2.15.5 Attorney’s fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.
- 2.15.6 The term “costs” shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines. The term “litigation” shall include arbitration or mediation proceedings.
- 2.15.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.
- 2.15.8 The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.



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

## 2.16 Binding Arbitration

All claims, disputes and controversies between CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

### 2.16.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph, or in the provision of such

subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

## 2.17 Certified Payrolls

Based on historical data and its experience with previous landscape maintenance contracts, CFX has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the specifications, a minimum workforce of thirty (30) individuals (with appropriate support equipment/vehicles) must be involved in various maintenance activities on the system on any given day. To assist CFX in verifying the Contractor's compliance with this commitment, the Contractor shall submit certified payroll records for all employees working on the project (up to and including the Project Manager and the Spray Manager) to the CFX Director of Maintenance at the end of each month along with the monthly invoice. Records shall be submitted for work performed from the date of the Notice to Proceed until the end of the Contract term. The payroll records shall include each worker's name, address, telephone number, classification, number of hours worked each day, starting and ending times of work each day and total hours worked each week.

The submittals shall be on a form acceptable to the CFX Director of Maintenance. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate notation ("No Work", "Suspended", or "Complete") indicated on the form. The falsification of, or failure to submit, any certified payroll will be grounds for immediate termination of the Contract.

## 2.18 Compensation

The Contractor will be paid in accordance with Exhibit B Method of Compensation.

## 3.0 GENERAL MAINTENANCE OVERVIEW

### 3.1 Overview

The landscape maintenance work shall consist of providing all labor, materials, equipment and incidentals necessary to perform:

- A. Turf Maintenance
  - 1. Main Toll Plazas, CFX Administration & Operations Center, Limited ROW Mowing, Hiawasse Mainline Toll Plaza Solar Array
  - 2. Mechanical or Chemical Edging and Trimming
  - 3. Litter / Debris Removal and Clipping Clean-up

4. Weed Control
  5. Insect and Disease Control
  6. Fertilization
  7. “No-Mow” Buffer Weed and Litter Removal
- B. Shrub, Vine, Groundcover, Tree and Palm Maintenance
1. Pruning
  2. Mechanical or Chemical Weed Control
  3. Litter and Debris Clean-up and Removal
  4. Mulching
  5. Fertilization
  6. Insect and Disease Control
  7. Hand Watering
  8. Tree Staking
  9. Tree Removal
- C. Automatic Irrigation System Maintenance and Manual Irrigation

The areas to be maintained include, but are not limited to:

- A. Toll Facilities (including Parking and Pedestrian Areas)
- B. Medians, Roadsides, and Slopes
- C. Right of Way Locations (other than Roadsides)
- D. Fence Lines
- E. Roadside Paving, Walls, and Guardrails
- F. Magnolia E-Pass Service Center
- G. CFX Administration and Operations Center
- H. Hiwassee Mainline Toll Plaza Solar Array

Landscape material to be maintained in these areas include all turf areas and ornamental trees, shrubs, vines, groundcover plantings, and mulched areas located on CFX property as described in Section 1.0 Project Scope.

### 3.2 Annual Landscape Maintenance Schedule

Attachment #1 - Annual Landscape Maintenance Schedule outlines landscape and turf maintenance tasks to be performed during the Contract year in accordance with the specifications.

## 4.0 MAINTENANCE OPERATIONS AND PROCEDURES

### 4.1 Operation Procedures

4.1.1 Hours of Operation - The Contractor shall perform the maintenance services

outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday excluding CFX holidays (Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive) and unless specified otherwise or directed by the CFX Director of Maintenance.

- 4.1.2 Additional Operation Time - Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall request written approval from the CFX Director of Maintenance 48 hours in advance of the start of the requested work activity. The Contractor shall also provide the CFX Director of Maintenance with a description of the location and nature of the work, and the estimated duration that the personnel will be on the system. The Contractor shall also provide the CFX Director of Maintenance with the name(s) and contact cell phone number(s) of the individual(s) who will be supervising the work if the Contractor's Project Manager does not intend to be on-site. Maintenance personnel found working on CFX property without supervision or without prior notification given to the CFX Director of Maintenance shall be directed to leave the CFX property.
- 4.1.3 Proposed Monthly Maintenance Activities Schedule - Prior to the first day of each month, the Contractor shall submit to the CFX Director of Maintenance, via email, a Proposed Maintenance Activities Schedule, for the upcoming month. The schedule shall list 3-week maintenance cycle locations, periodic Contract specified maintenance tasks and locations, all chemical applications (fertilizer and pesticide) with anticipated daily application locations, mowing operations locations, and any additional maintenance tasks and applications requested by the CFX Director of Maintenance to be performed during the month. All proposed task and applications and their performance locations are to be listed in a calendar format. The schedule is understood to be tentative, with modifications due to adverse weather conditions, task performance, etc., during the month to be expected. The Contractor shall contact the CFX Director of Maintenance via email or by cell phone, no later than 8:30a.m., to notify him of any changes to the schedule for the upcoming day. No chemical applications shall be performed without prior notification given to the CFX Director of Maintenance.
- 4.1.4 Maintenance Activity Documentation - All landscape maintenance activities performed on the CFX system by the Contractor shall be documented daily via an outline of daily work completed. The outline shall be forwarded to the CFX Director of Maintenance via email, in a format acceptable to CFX on the last day of each week. Pesticide Application Records and Daily Application Inspection Reports documenting all chemical applications performed under this Contract during the previous week shall be submitted to the CFX Director of Maintenance on a weekly basis.

- 4.1.5 Action Item Lists - The CFX Director of Maintenance will perform periodic inspections of the Contractor's work and of the condition of plant material on the Expressway system. Required maintenance activities, as determined by the CFX Director of Maintenance, will be forwarded to the Contractor as an Action Item List. The list may include incomplete or unperformed specified maintenance tasks or applications, treatments for identified plant problems, requested Work Order/New Construction Allowance projects, or general procedural requirements. The Contractor shall schedule and perform all of the items listed in a timely manner. Activities identified as required to be performed within a specified time frame (i.e., incomplete 3-week maintenance task to be complete by the end of the month) must be completed as noted in order for the Contractor to receive full compensation for the work. Any questions, clarifications, requested price proposals, or scheduling conflicts shall be identified by the Contractor and immediately brought to the attention of the CFX Director of Maintenance so as not to delay the performance of the listed activities. The CFX Director of Maintenance will forward a list identifying any activities required to be performed by the end of the month at least one week prior.
- 4.1.6 The Contractor shall meet with the CFX Director of Maintenance or representative every two (2) weeks (at minimum) to review the completion of previous work and the proposed schedule of the upcoming maintenance activities. Additional meetings may be scheduled by CFX that the Contractor shall attend. The meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CFX Director of Maintenance or the Contractor. Additional on-site meetings may also be scheduled.
- 4.1.7 The personnel performing the maintenance services outlined within this Scope of Services shall be under the sole responsibility of the Contractor and shall be competent, experienced and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms (pants and shirts).
- 4.1.8 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. A list of all contractor and subcontractor employees shall be provided to CFX prior to beginning work under the Contract. An updated list shall be forwarded to CFX whenever there is a change in the Contractor's personnel working on the CFX system.
- 4.1.9 The Contractor shall designate a Project Manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact, on a daily basis, between the CFX Director of Maintenance and the contractor. This individual shall maintain at all times a means of being

contacted by the CFX Director of Maintenance (cell phone) and shall respond to such calls within 2 hours of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the CFX Director of Maintenance of the daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by the CFX Director of Maintenance.

#### 4.2 Operation Requirements

All vehicles and equipment shall remain clear of all travel lanes at all times when stationary or traveling below posted minimum speeds.

All vehicles and equipment (including trailers, mowers, and "gators") operating on the road shoulders and medians shall be equipped with flashing yellow strobes that is on and visible from behind at all times while stationary or moving below the minimum speed limit.

For all work located, adjacent to the shoulder or within 36 feet of the travel lane, the Contractor and any subcontractors shall comply with the FDOT Standard Plans (Maintenance of Traffic).

Maintenance vehicles and equipment working along CFX road shoulders and medians shall be located out of the 'clear zone' (36' from the travel lane) whenever possible, or behind guardrails or overpass structures. No equipment (trucks, trailers, spray "gators", mowers, etc.) shall be parked in the median. Vehicles are allowed in medians only as necessary to pick up trash, debris, equipment, and personnel.

Contractor and subcontractor personnel shall not perform any U- turns in the median or at toll plazas but shall use interchanges for such purposes. This includes the paved median crossings designated for "Emergency Vehicles Only".

Maintenance vehicles and equipment are prohibited from operating on CFX roadside shoulders or medians during peak traffic hours (prior to 9:15 a.m. and after 3:30 p.m.). The Contractor shall ensure that its personnel schedule and perform daily activities such as roadside shoulders or median litter and debris pick-up and roadside shoulders or median chemical applications within the allowed time frame.

Any equipment left on the CFX right-of-way overnight shall be parked out of the 'clear zone' (36' from the travel lane) and as close as possible to the right-of-way line farthest from the travel-way. Service and supply operations shall be conducted as close to the right-of-way line farthest from the travel-way as possible. No equipment shall be parked in the median overnight regardless of the width of the median.

Maintenance personnel found working on CFX property in violation of the above listed safety requirements, shall be directed to immediately leave CFX property.

Mulch trailers may be located within the CFX right-of-way to supply materials for mulching operations with the following restrictions:

- The Contractor receives approval from the CFX Director of Maintenance for the trailer's location prior to its placement.
- Trailers shall be placed outside of the 'clear zone' (36' from roadway edge).
- Trailers shall not be located in the roadway median.
- Trailers shall be clearly marked with signage displaying the Contractor's company name and contact telephone number (3' x 4' minimum) that is visible from the highway.
- Trailers shall be promptly removed from the CFX right-of-way when empty (within ten (10) calendar days).

Mulch trailers located within the CFX right-of-way which do not adhere to the above listed restrictions will be immediately towed without notice. CFX will not be responsible for any towing or impound fees incurred.

## **5.0 CHEMICAL APPLICATIONS**

- 5.1 The Contractor shall provide a Spray Manager who will be a fulltime employee, other than the Project Manager, to directly supervise all chemical applications. The Spray Manager shall possess the Florida Department of Agriculture's Commercial Pesticide Applicators License with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall perform all chemical applications in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Applications performed which do not meet the following standards and specifications (as determined by the CFX Director of Maintenance) shall be promptly re-performed correctly at no additional cost to CFX. CFX may elect to withhold payment for applications performed incorrectly other than having the Contractor re-perform the application.
- 5.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida. Prior to the first use of a product on the CFX system, the Contractor shall submit to the CFX Director of Maintenance for acceptance, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed mixing and application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).

- 5.3 The Contractor shall use equipment specifically designed for commercial application of herbicides and as specified for each application as listed in the Contract. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the CFX Director of Maintenance.
- 5.4 Properly use and dispose of all pesticides, fertilizer, and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify CFX for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- 5.5 The Contractor shall complete a daily Pesticide Application Record (provided by the CFX Director of Maintenance) for each location where chemical applications are being performed. The Records must be thoroughly and accurately filled out and signed by the Spray Manager prior to submittal. The Contractor shall submit completed Records to the CFX Director of Maintenance on a weekly basis. Records may be forwarded via email.
- 5.6 Each spray crew shall be under the direct supervision of the Spray Manager. Direct supervision shall consist of, at a minimum, a daily on-site inspection conducted by the Spray Manager of each spray crew's operation during an application. The Spray Manager shall verify that the proper materials are in use, the correct target plant material is being treated, the correct mixing and application rates are being followed, the proper application techniques are being employed, and that the required personal safety equipment is in use. The Spray Manager shall prepare, sign, and submit a Daily Application Inspection Report which shall list the date, time, and location of the application inspection. The Inspection Report shall also include the applicator's name, chemical applied, target pests, plants treated, mix and application rates, and verification of possession of product label and MSDS. The Reports, signed by the Spray Manager, shall be submitted weekly with the Pesticide Application Records.
- 5.7 CFX reserves the right to withhold payment for applications performed without the performance of a daily on-site inspection by the Spray Manager and the submittal of the required documentation.
- 5.8 The Contractor shall notify the CFX Director of Maintenance of any scheduled treatment prior to the execution of any chemical application. No applications are to be performed without prior notification to the CFX Director of Maintenance. The Contractor may be required to re-perform any application performed without prior notification to the CFX Director of Maintenance. CFX may withhold payment for any application performed without prior notification to the CFX Director of Maintenance.
- 5.9 The Contractor shall perform the pesticide treatments as specified and as directed by the CFX Director of Maintenance as a drench application or foliar application as specified. Drench applications shall be made to the soil in sufficient volume to



wet the root zone of individual plants. Foliar applications shall be directed to above ground plant parts to the point of runoff.

- 5.10 CFX reserves the right at its sole option to take samples of application spray mixtures from spray crews in the field and have the samples tested to determine if the correct material and mixing rates are being used in accordance with the specifications. The samples will be taken in accordance with industry standards, the containers sealed and labeled on-site, and the samples documented and signed by both the CFX Director of Maintenance and the spray applicator. Lab results shall be forwarded to Contractor as well as CFX. If the spray mixtures are determined to not meet the application specifications, CFX may require the Contractor to repeat the entire application, to repeat the portion of the application performed on the day during which the sample was taken, all at no cost CFX, or elect to withhold payment for the application.

## **6.0 TURF CARE**

### **6.1 Description**

- 6.1.1 Work to be done consists of mowing, edging and trimming of turf, litter and debris removal, clipping clean-up, grassy and broadleaf weed control, insect and disease control, and fertilizer application at all turf management areas located within the limits of work at the nine (9) CFX Mainline Toll Plazas within the scope of the Contract, the CFX Administration and Operations Center, the Hiawassee Mainline Toll Plaza Solar Array, and right of way locations as delineated in the Turf Management Area Reference Maps (Attachment #2). Weed control and litter and debris removal shall also be performed along right-of-way fence lines directly adjacent to Turf Management Areas and in “No-Mow” buffers as delineated in the No-Mow Area Reference Maps (Attachment #3).
- 6.1.2 Turf areas are defined as grassed or vegetated areas consisting of all grass; part grass and part succulent weed growth; or all succulent weed growth within the area to be maintained.
- 6.1.3 Turf maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified turf care tasks and applications and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.
- 6.1.4 Any additional fungicide, insecticide, or selective herbicide applications to turf management areas maintained under this Contract shall be performed by the Contractor as directed by the CFX Director of Maintenance and shall be paid for out of the Work Order Allowance.
- 6.1.5 Re-performance of any turf care task, or re-application of any pesticide or fertilizer

required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance), shall be provided at no cost to CFX. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance.

- 6.1.6 Any turf or ornamental plant material damaged by mowing activities or the use of herbicides or any other chemicals (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor, at no cost to CFX.

## 6.2 Mowing

- 6.2.1 The Contractor shall perform mowing cycles in the turf areas at CFX Mainline Toll Plazas, the CFX Administration and Operations Center, and right of way locations located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2).
- 6.2.2 The quantity and frequency of area mowing cycles are to be performed as listed in the Annual Landscape Maintenance Schedule (Attachment #1). Turf areas at the CFX Administration and Operations Center shall be mowed forty (40) times per year. Turf areas at all Mainline Toll Plazas and the right of way locations on S.R. 408 shall be mowed thirty-six (36) times per year. Turf areas at S.R. 417 at the International Dr. area shall be mowed eighteen (18) times per year. Turf areas at the Hiawassee Main Toll Plaza Solar Array shall be mowed twelve (12) times per year. Each mowing cycle in each location shall be completed in its entirety prior to beginning another cycle. This includes edging, trimming and clipping clean up (described below). Missed cycles or cycles performed at greater intervals than listed cannot be made up at a later date.
- 6.2.3 The Contractor shall submit a Proposed Monthly Maintenance Schedule (based on the Annual Landscape Maintenance Schedule) to the CFX Director of Maintenance on the first day of each month, indicating the location and frequency of each mowing cycle. The schedule shall be updated weekly if any changes are necessary due to poor weather or other restrictive circumstances.
- 6.2.4 Turf areas at the CFX Administration and Operations Center shall be mowed on the Saturday of each week listed in the Annual Landscape Maintenance Schedule (Attachment #1) in order to avoid conflicts with CFX employee parking. Contractor shall provide required supervisory personnel during the mowing operations.
- 6.2.5 Turf areas at the Hiawassee Main Toll Plaza Solar Array shall be mowed monthly as listed in the Annual Landscape Maintenance Schedule (Attachment #1) and will include herbicide spraying of perimeter fence line and at all solar panel array support posts. String trimming / edging equipment is not allowed within the solar panel array enclosure. Disposal of all collected debris is included with each cycle. **Contractor shall provide required supervisory personnel during the mowing operations.**

- 6.2.6 All turf areas are to be mowed to a maximum height of 4” during each cycle, except the Zoysia turf at the CFX Administration and Operations Center, which shall be mowed to a maximum height of 2.5”. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers. Turf areas adjacent to retention ponds, ditches, or canals shall be mowed or trimmed to the water’s edge each mowing cycle.
- 6.2.7 Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the CFX Director of Maintenance, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas may be required to be string trimmed by the CFX Director of Maintenance.
- 6.2.8 The equipment used by the Contractor shall be of a type and quantity to perform the work satisfactorily, be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the clippings at all times.
- 6.2.9 Equipment which damages the pavement, decorative retaining walls, solar panel array support posts, or turf in any way will not be allowed. The Contractor shall be responsible for the prompt repair or replacement of any pavement, wall, solar panel array support post, or turf damaged by the Contractor’s personnel/equipment.
- 6.2.10 The acceptable performance of the mowing cycle quantities, at the intervals as noted in the CFX Annual Landscape Maintenance Schedule, are the basis for compensation from CFX. Monthly payment for turf care anticipates completion of all listed cycles. Payment for missed cycles shall be deducted from the current month’s invoice.

### 6.3 Edging

- 6.3.1 Hard surface and soft surface edging shall be performed along all turf area edges within the limits delineated in the Turf Management Area Reference Maps. Hard surface edging is defined as outlining and/or removing turf from along all sidewalks, driveways (asphalt or concrete) curbs, reinforced earth walls and barrier walls. Soft surface edging is defined as outlining and/or removing turf from all tree’s rings and planting beds, etc., by the use of a mechanical edger. String trimming / edging equipment is not allowed within Hiawassee Main Toll Plaza Solar Array enclosure. Apply herbicide at fence line of Solar Array enclosure and at all solar array support posts. Roadway edging along highway and ramp paving is not required due to safety concerns.
- 6.3.2 All hard surface edging shall be performed to maintain straight and sharp edges between paving/curbs/sidewalks and turf areas. All hard surface edging shall be completed with each area mowing cycle.

- 6.3.3 All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas to the curves as originally designed, in a clean manner, free of imperfections. All soft surface edging may be completed with each area mowing cycle or at the same frequency as the detailing of plant beds (once every three-week cycle) if chemical edging is performed.
- 6.3.4 All edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris away from roadways and sidewalks.
- 6.3.5 When edging is performed, the proper safety equipment shall be used (i.e., safety glasses, reflective vest, signage, warning light, etc.).
- 6.3.6 Soft surface chemical edging of turf, using a pre-approved herbicide, will be permitted along ornamental planting beds and around tree rings if care is taken to not damage adjacent plantings. Any plant damaged by the use of herbicides, (as determined by the CFX Director of Maintenance), shall be replaced by the Contractor at no cost to CFX.
- 6.3.7 Products containing 'Diquat', 'Imazapyr' or "2-4D" shall not be used anywhere on the CFX system in the performance of this Contract.

#### 6.4 Trimming

- 6.4.1 All turf areas located within the limits delineated in the Turf Management Area Reference Maps that are inaccessible to mowers such as around guardrails, reinforced earth walls and barrier walls, and/or otherwise unable to be mowed due to obstructions such as trees or other plant material, light poles, fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed to the same height as adjacent mowed areas. All trimming shall be completed during each area mowing cycle.
- 6.4.2 Trimming shall be performed with the use of a string or line trimmer or other suitable mechanical means. String trimming / edging equipment is not allowed within Hiawassee Main Toll Plaza Solar Array enclosure.
- 6.4.3 Care shall be taken when using a string trimmer so as not to damage adjacent plant material or decorative retaining walls. Any plant damaged by the use of a string trimmer (as determined by the CFX Director of Maintenance) shall be promptly replaced by the Contractor, at no cost to CFX. Any damage to decorative retaining walls by the use of a string trimmer shall be promptly repaired by the Contractor at no cost to CFX.

#### 6.5 Litter Removal and Clipping Clean-up

- 6.5.1 The Contractor shall pickup and remove all non-hazardous items and obstacles (litter) within the designated turf management areas, such as wood, vegetation debris, tires, glass, cans, plastic products, paper products and other miscellaneous

debris, etc. shall be collected and removed weekly – fifty-two (52) times per year and twelve (12) times per year at Solar Array enclosure. The Contractor shall remove all litter located in ditches, swales, and within reach with a rake from the shoreline in any water body occurring within or directly adjacent to designated turf management areas weekly – fifty-two (52) times per year. It shall also be the Contractor's responsibility to remove trash and items such as newspapers, magazines, boxes, paper cups, etc. that would be torn, shredded and further subdivided by the mower prior to each cycle. The turf management areas include 9 CFX Mainline Toll Plazas, the CFX Administration and Operations Center (HQ), Hiawasse Main Toll Plaza Solar Array, and all locations shown as "Limit of Turf Care" in the Turf Management Area Reference Maps (Attachment 2). All costs of pickup and removal of litter and debris shall be included in the Contract amount.

6.5.2 All collected litter shall be removed daily. No collected litter shall be left on the property overnight.

6.5.3 All sidewalks, roadways, parking lots, shoulders, fence lines, concrete swales or other structures located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2) shall be immediately swept, blown, or vacuumed to remove any grass clippings and to maintain a clean, well-groomed appearance.

6.5.4 All grass clippings shall be kept out of ornamental beds and aquatic ponds. Mowing patterns should be performed which prevent the distribution of clippings in these areas. Contractor must immediately remove any clippings from adjacent ornamental beds in order for the mowing cycle to be considered complete. If clippings cannot be removed successfully to the satisfaction of the CFX Director of Maintenance, the Contractor shall install additional pine bark mulch or pine straw mulch as directed, at no expense to CFX. Where the distribution of grass clippings into adjacent planting beds with pine straw mulch cannot be avoided due to the close proximity of adjacent roadways, the Contractor shall blow clippings off of plant material during each cycle.

6.5.5 If excessive quantities of grass clippings (as determined by the CFX Director of Maintenance) remain on turf areas directly adjacent to the CFX Administration and Operations Center or any Mainline Toll Plaza buildings, parking lots islands, or entryways following a mowing cycle, the Contractor shall collect and remove the clippings to keep the turf areas clean.

## 6.6 Weed Control

6.6.1 Contractor shall eliminate/kill/remove undesirable weed and brush growth in all paving joints in asphalt and concrete, sidewalks, parking lots, along all guardrails, around roadside structures, along shoulders, edge of pavement, curb and gutter, signs, culvert ends located within or directly adjacent to Turf Management Areas during each mowing cycle. Also eliminate/kill/remove undesirable weed and brush

growth inside walled enclosures at the CFX Administration and Operations Center. Treat weed and brush growth by applying a 2.0% solution of Glyphos Pro – 2.0 gallons of Glyphos Pro in 100 gallons of water. Dead material is to be removed. It is the intent of this activity to make the areas noted above weed free at all times.

- 6.6.2 Zoysia turf at the CFX Administration and Operations Center – Perform spot applications monthly of the herbicide ‘Celsius’ as necessary to control broadleaf and grassy weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain weed free turf.
- 6.6.3 Zoysia turf at the CFX Administration and Operations Center – Perform spot applications monthly of the herbicide ‘Certainty’ as necessary to control sedge weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain sedge free turf.
- 6.6.4 Zoysia turf at the CFX Administration and Operations Center – Perform one blanket application in March to all turf areas of pre-emergent herbicide ‘Pennant’ to prevent weed growth. Ensure that irrigation system is run on the same day following the completion of the application.
- 6.6.5 Zoysia turf at the CFX Administration and Operations Center – Perform one blanket application in October to all turf areas of pre-emergent herbicide ‘Gallery SC’ to prevent weed growth. Ensure that irrigation system is run on the same day following the completion of the application.
- 6.6.6 Read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein (5.0 - Chemical Applications).

## 6.7 Fertilization

- 6.7.1 The turf fertilizer 16-0-8 and the turf fertilizer 28-0-10 (manufactured by Harrell’s) shall be applied as described below. All turf fertilizer shall be applied (full coverage) according to manufacturer’s instructions at the rates described herein. Fertilizer shall be applied when the turf is dry and not over an early morning dew. Fertilized areas shall be watered following application on the same day, in irrigated areas only. Apply turf fertilizer with rotary broadcast spreaders and overlap consistently for uniform coverage. Turf fertilizer shall not be applied by hand broadcasting. Application equipment shall be accurately calibrated to ensure that the specified application rate is followed.
- 6.7.2 The Contractor shall comply with and adhere to all local and state application codes. Any conflicts with the specifications of the fertilizer applications and the local and state application codes shall be brought to the attention of the CFX Director of Maintenance prior to performance of the work.
- 6.7.3 The Contractor shall provide the turf fertilizer, 16-0-8, containing the following:

- 16% total nitrogen consisting of 0.75% nitrate nitrogen, 11.25% ammonium nitrogen, and 4.00% water soluble nitrogen derived from poly sulfur coated urea, ammonium nitrate, and ammonium sulfate.
- 0% phosphorus (P<sub>2</sub>O<sub>5</sub>).
- 8% soluble potash (K<sub>2</sub>O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 1.06 % Water soluble magnesium (Mg)
- 0.05 % Manganese (Mn)
- 0.05 % Copper (Cu) derived from copper sulfate
- 3.00 % Iron (Fe)
- 0.02 % Boron (B) derived from sodium borate
- 1.45 % Sulfur (f)
- 9.0 % Calcium

Apply 16-0-8 fertilizer to Bahia / St. Augustine turf at all Main Toll Plazas, roadside areas at SR 408 - Conway Road on and off ramps, Lake Underhill Drive raised planters, and at SR 417 – International Drive as delineated in the Turf Management Area Reference Maps (Attachment #2) one (1) time per year (February) at a rate of 6.5 pounds per 1,000 square feet of turf area or 283 pounds per acre of turf area, unless otherwise directed by the CFX Director of Maintenance.

6.7.4 The Contractor shall provide the turf fertilizer, 28-0-10 Polyon Fertilizer 9-month turf blend - produced by Harrell's, containing the following:

- 28 % total urea nitrogen and 22.4% slow release nitrogen derived from polymer coated urea
- 0% available phosphorus (P<sub>2</sub>O<sub>5</sub>).
- 10% soluble potash (K<sub>2</sub>O)

The fertilizer shall include the following minimum percentages of micronutrients:

- 0.477 % Water soluble magnesium (Mg)
- 1.935 % Iron (Fe)
- 0.557 % Manganese (Mn)

Derived from: muriate of potash, polymer coated urea, sulfate of potash-magnesia, iron sulfate, manganese sulfate.

Apply fertilizer to Zoysia and Bahia turf at the CFX Administration and Operations Center two (2) times per year (February, October) at a rate of 10.7 pounds per 1,000 square feet of turf area, unless otherwise directed by the CFX Director of Maintenance.

- 6.7.5 CFX reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
  - 6.7.6 Prior to the beginning of each application cycle, the Contractor shall submit an actual certified fertilizer label, legible with the guaranteed analysis for approval to the CFX Director of Maintenance.
  - 6.7.7 All fertilizers shall be kept out of all water bodies and be removed immediately from all sidewalks, parking lots, and toll plaza driveways.
  - 6.7.8 If fertilizer is delivered in bulk, provide documentation of chemical composition and weight at time of application. If bags of fertilizer are used, provide a sample individual bag tag, as well as product purchase and delivery receipts to CFX Director of Maintenance to verify weight and content. A listing of bag usage applied per area shall be documented using the daily Pesticide Application Record. The Record along with the Spray Manager's Inspection Report shall be forwarded to the CFX Director of Maintenance.
  - 6.7.9 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer will not be acceptable for application.
- 6.8 Insect and Disease Control
- 6.8.1 All turf areas located within the limits delineated in the Turf Management Area Reference Maps shall be continuously monitored for infestations of insects (including fire ants, mole crickets, and nematodes) and shall be treated immediately as specified or as directed by the CFX Director of Maintenance for proper control. Contractor shall note all treatment applications on daily Pesticide Application Record forms submitted to the CFX Director of Maintenance on a weekly basis.
  - 6.8.2 All fire ant mounds located in turf and paved areas within the turf management areas are to be spot - treated with 'Advion' insecticide whenever mounds are observed. Applications shall be performed during each 3-week maintenance cycle. 'Live' mounds should be treated and avoided during the mowing cycle immediately following the treatment. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle.



- 6.8.3 Zoysia turf at the CFX Administration and Operations Center – Perform two (2) blanket applications (March and August) of ‘Advion’ granular insecticide to control fire ants, mole crickets, etc. Apply ‘Advion’ at a rate of 2 lbs. / 1,000 square feet of turf. Remove any excess product from adjacent paved areas. Water in application upon completion.
- 6.8.4 Zoysia turf at the CFX Administration and Operations Center – Perform three (3) blanket applications (March, November, or as directed by the CFX Director of Maintenance) alternating between Cleary’s 3336 (2x – March at 14-day interval) and Heritage (1x –November) fungicides. Apply Cleary’s 3336 at 4.0 oz / 1,000 square feet of turf and apply Heritage at 0.4 oz / 1,000 square feet of turf.
- 6.8.5 Nematode and other insect infestations shall be immediately reported to the CFX Director of Maintenance who will give specific direction as to the proper treatment. The Contractor shall perform the specified treatment within the time frame directed by the CFX Director of Maintenance. Payment for ‘as directed’ treatments will be from the Work Order/New Construction Allowance.

## **7.0 SHRUBS/VINES/GROUND COVER CARE**

### **7.1 Description**

- 7.1.1 The work consists of providing all labor, materials, equipment and incidentals necessary to perform the landscape maintenance of ornamental shrubs, vines, groundcovers, and mulched areas at nine (9) CFX toll facilities included within the scope of the Contract, the Magnolia E-Pass Service Center, 525 South Magnolia Ave., the CFX Administration and Operations Center, and right of way locations as described in Section 1.0 Project Scope. Detailing of all planted and mulched areas located within the project limits on the CFX system shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Three-week detailing cycles include pruning, grassy and broadleaf weed control, removal of damaged / diseased / dead plant material, litter and debris removal, supplemental watering, mulching, raised planter wall gutter cleaning and sign clearing. Chemical applications for insect, disease, and weed control, and fertilizer applications shall be performed periodically as described below and as directed by the CFX Director of Maintenance.
- 7.1.2 Shrub, vines, and ground cover maintenance activities shall be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The schedule lists the frequency and intervals of all specified maintenance tasks and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.
- 7.1.3 The Contractor shall apply various fungicides, insecticides, selective herbicides, and fertilizers to plant material located at the mainline toll plazas, the Magnolia E-

Pass Center, the CFX Administration and Operations Center, and along all roadways within the project limits as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1) unless directed otherwise by the CFX Director of Maintenance. Additional 'as directed' applications shall be performed as described herein when directed by the CFX Director of Maintenance.

- 7.1.4 Re-performance of any shrub and ground cover maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance), shall be provided at no cost to CFX. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance.
- 7.1.5 Any turf or ornamental plant material damaged due to improper maintenance activities or the improper use of herbicide, insecticides, or fungicides or incomplete or non-performance of specified herbicide, insecticide, or fungicide applications (as determined by the CFX Director of Maintenance) shall be replaced and established to CFX satisfaction by the Contractor, at no cost to CFX.

## 7.2 Pruning

- 7.2.1 The Contractor shall perform maintenance pruning of all ornamental shrubs and ground covers during each 3-week detailing cycle, as necessary, to remove dead material (including dead seed heads and leaf blades in African iris plantings and dead sections of dune sunflower plantings); to maintain separation between different plant types when unsightly overgrowth is occurring; and to keep vegetation confined within the planting beds and not encroaching on turf areas, roadways, pedestrian walkways, and adjacent structures (guardrails, signage, fences, buildings, walls, drainage ways when flow of water is obstructed, etc.). Maintenance pruning of all ornamental shrubs shall also be performed during each 3-week detailing cycle, as necessary to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, pedestrian crossings, ramp interchanges, etc. Maintenance pruning of ornamental plantings shall be performed with hand shears to allow for proper shaping and clean cuts of pruned branches. The use of gas-powered shears shall be limited to the annual pruning cycle and allowed "hedge shearing" as described below.
- 7.2.2 Shrubs and groundcovers located along the system roadsides shall not be pruned into formal shapes, referred to as "hedge shearing" unless directed by the CFX Director of Maintenance. Hedge shearing shall be performed at Mainline Toll Plazas, limited areas at ramp toll booths, Magnolia E-Pass Service Center, and the CFX Administration and Operations Center as directed by the CFX Director of Maintenance. Hedge shearing of shrubs at Main Toll Plazas, Magnolia E-Pass Service Center, and the CFX Administration and Operations Center such as Viburnum sp., Indian Hawthorn, Confederate and Asiatic Jasmine, and Loropetalum shall be performed during each 3-week cycle to maintain a neat

appearance, create separation between plants, and to provide a clear view of the toll lanes from inside the toll plaza building. Hedge sheering shall be performed during each 3-week cycle to Confederate Jasmine plantings not located at Main Toll Plazas to maintain a neat appearance, keep the plant height to 18" maximum, and to keep vegetation off of adjacent walls, curbs, gutters, fences and adjacent plant material. Desirable Confederate Jasmine growth on some Right of Way fence lines, as determined by the CFX Director of Maintenance, shall only have dead material and weed growth removed.

- 7.2.3 Sand Cord Grass, Vetiver Grass, and Fakahatchee Grass shall be severely pruned once a year to a uniform height of 18", beginning in November and to be completed by the end of December. Fakahatchee Grass shall be pruned a second time during each year to a uniform height of 18" as directed by the CFX Director of Maintenance. Dwarf Fakahatchee grass and Gulf Muhly grass shall not be pruned. Pampas Grass plantings shall not receive a severe annual pruning but shall have dead leaf blades and bloom stalks carefully removed as directed by the CFX Director of Maintenance. All clippings from pruned ornamental grasses shall be removed from the planting beds and properly disposed of off-site.
- 7.2.4 Ornamental grasses located at S.R. 417 - International Drive landscape improvements (including but not limited to, Dwarf Reed Grass, Becca Grass, Tasred Flax Lily, Breeze Grass, Nafray Fountain Grass, Bamboo Grass) shall be pruned beginning in November and to be completed by the end of December. Pruning heights for the various grass species vary between 18" and 24" and shall be as directed by the CFX Director of Maintenance.
- 7.2.5 All oleander plantings shall be severely pruned once every year, beginning in January and to be completed by the end of February. Oleanders shall be pruned to approximately 36"- 48" height (2"-3" above the previous year's pruning height if possible) at roadside locations and to 6'-0" height at right of way edge locations, unless otherwise directed by the CFX Director of Maintenance. Dwarf oleander plantings shall not be pruned unless otherwise directed by the CFX Director of Maintenance. Contractor shall have initial pruning heights approved by the CFX Director of Maintenance prior to proceeding with entire pruning effort. Areas pruned to incorrect heights prior to approval shall be re-pruned at no additional cost to CFX.
- 7.2.6 All eleagnus plantings shall be severely pruned once every year in March to approximately 48" height at roadside locations and only the vertical face of plantings shall be pruned at right of way fence line locations to contain the plantings within the bed area.
- 7.2.7 All Plumbago, Dune Sunflower, Firecracker Plant, and Lantana plantings shall be severely pruned once every year to approximately 12" height or as directed by the CFX Director of Maintenance, beginning in March and to be completed by the end of April.

- 7.2.8 During each three-week maintenance cycle, all Dune Sunflower plantings shall have all dead material carefully pruned out of the beds taking care not to disturb the remaining root material.
- 7.2.9 All Confederate Jasmine and Asiatic Jasmine plantings shall be tipped pruned / hedge sheered to approximately 12” - 18” height or as directed by the CFX Director of Maintenance, during each three-week maintenance cycle. Pruning shall also be performed to keep vegetation off of adjacent walls, signs, structures, fences, and adjacent plant material.
- 7.2.10 All Fire Bush, Texas Sage, Primrose Jasmine, and Bauhinia plantings shall be severely pruned to 30” height or as directed by the CFX Director of Maintenance, once every year during April.
- 7.2.11 All Bougainvillea plantings shall be severely pruned to approximately 24” height or as directed by the CFX Director of Maintenance, two times a year in May and September.
- 7.2.12 All Perennial Peanut shall be pruned / mowed to approximately 6” height or as directed by the CFX Director of Maintenance, four times a year in March, June, August, and November.
- 7.2.13 All Saw Palmetto shall be pruned at right-of-way fence line locations to contain the plantings within the bed area.
- 7.2.14 All other shrub and ground cover plant material located directly adjacent to Right of Way fence lines shall be pruned as necessary to prevent plant material from extending through the fence fabric.
- 7.2.15 All plant material located within the raised median planter on S.R. 408 shall be pruned during each 3-week detailing cycle, as specified herein, and as directed by the CFX Director of Maintenance to keep vegetation contained within the inside edge of the planter walls and not extending over the planting walls into the adjacent median shoulder “clear zone”. Agave and Yucca plantings shall have “leaves” that extend over planter wall pruned at plant base only, not “tip pruned”. Agave and Yucca bloom stalks shall be removed as directed by CFX Director of Maintenance. Declining Agave and Yucca plants shall be removed following bloom as directed by the CFX Director of Maintenance. Agave and Yucca “pups” shall be thinned, removed, or remain as directed by the CFX Director of Maintenance following bloom.
- 7.2.16 The Contractor shall ensure that no clippings or debris generated from annual pruning operations are left along the roadways or behind guardrails overnight. Pruning efforts are to be coordinated so that all pruned material is collected daily and disposed of offsite.

- 7.2.17 During each 3-week detailing cycle, and/or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches and vegetation damaged by storms, traffic accidents, etc., as part of the Contract. Repair of damaged areas such as re-grading and replanting shall be paid for from the Work Order Allowance. Cleanup activities following named storms shall be performed as part of the Contract, while any additional dump fees required shall be paid for out of the Work Order Allowance (submit receipts with invoice). Allowance shall be made for the postponement of scheduled maintenance tasks in order to complete the clean-up activities.
- 7.2.18 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall also be performed, as necessary, to eliminate sight distance blockage at ramp interchanges, interfering with various site elements, traffic control/information signs, mileage markers, Wrong Way warning signs, etc., as well as to keep vegetation from extending over planter walls, guardrails and sound walls. Contractor shall continuously monitor and maintain 500 feet of clear visibility distance (from outside “slow” lane) to all roadside signage.

### 7.3 Weed Control

- 7.3.1 The Contractor shall continuously maintain all mulched areas free of weeds by hand pulling or by chemical means, as environmental, horticultural, and weather conditions permit. Weed control in planting beds and tree rings by mechanical means such as string trimmers / weed eaters is strictly prohibited. Thorough weeding of all planting beds, mulched areas, and tree rings in each designated roadway landscape maintenance area shall be performed during each 3-week detailing cycle. All planting beds, mulched areas, and tree rings, from fence to fence, within each maintenance area shall be free of weeds prior to the maintenance personnel moving on to the next area. The generated debris collected shall be removed from the site before leaving the site for the day.
- 7.3.2 The Contractor shall also continuously maintain all roadway and sidewalk paving areas directly adjacent to any mulched areas free of weeds by hand pulling or by chemical means. This includes roadside paving areas in front of guardrails that are adjacent to planted and/or mulched areas maintained under this Contract. Weeds shall be controlled to the edge of asphalt paving along roadways. The work shall be performed in conjunction with and as specified above in specification 7.3.1
- 7.3.3 2.0% solution of Glyphos Pro (2.0 gallons of Glyphos Pro in 100 gallons of water) (or approved equal) may be spot sprayed as a post-emergence herbicide. Exercise caution to prevent over-spray onto desirable plants. Remaining visible weed growth, killed by herbicide application, shall be removed and disposed of off-site.
- 7.3.4 During each 3-week maintenance cycle the Contractor shall control weeds with a 2.0% solution of Glyphos Pro (or approved equal) along all fence lines, including

right-of-way fence lines, located within turf management areas and located adjacent to any ornamental planting bed maintained under this Contract. Apply the solution on a non-windy day and use anti-drift material to reduce droplet size. Dead vegetative material shall be entirely removed from the vertical surface of the fence fabric during subsequent cycles. Fence lines that are separated from adjacent planting beds by turf areas maintained by others are not required to be treated.

- 7.3.5 During each 3-week maintenance cycle the Contractor shall control all weeds with a 2.0% solution of Glyphos Pro (or approved equal) located within the asphalt or concrete paving adjacent to any roadside ornamental planting bed or turf management areas maintained under this Contract. This includes any paving, wall, or guardrail locations where planting beds / mulched areas are directly next to these structures and not separated by any turf area maintained by others. All dead weed material shall be removed during the following maintenance cycle.
- 7.3.6 The post-emergence herbicides “Certainty” or an approved equal may be sprayed “over the top” of non-grassy ornamentals for the selective control of actively growing grassy weeds. “Certainty” shall not be used on Sand Cord Grass, Gulf Muhly Grass, Fakahatchee Grass, or other ornamental grass plantings. Follow label rates and instructions for the use of selective herbicide applications. Any plant material damaged by the application of selective herbicides shall be replaced by the Contractor as directed by the CFX Director of Maintenance at no additional cost to CFX. The Contractor perform two (2) blanket applications of a combination of Gallery 75DF and Pennant Magnum pre-emergence herbicides twice (2x) a year; mid-January to mid-February and May to control weed seed germination in all planting beds, mulched areas, and tree rings. Apply Gallery 75DF at a mixing rate of 16 ounces / 100 gallons of water and Cleary’s Pennant Magnum at a mixing rate of 32 fluid ounces / 100 gallons of water. The application shall be performed at a rate of 2.3 gallons of mixture / 1,000 sf of planting area (100 gallons of mixture / acre). The application mixture shall also include ‘Brace’ anti-drift material, or an approved equal, and an approved indicator dye. Follow label rates for the drift retardant and indicator dye. Use sufficient indicator dye so that the application progress may be monitored. Avoid contact of the pre-emergence herbicide spray mixture with concrete paving, stone, wood or other porous surfaces to avoid staining.
- 7.3.7 Contractor shall submit a daily Pesticide Application Record (provided by the CFX Director of Maintenance) reporting the herbicide application activities to the CFX Director of Maintenance. Reports to be submitted via email on a weekly basis. (See section 5.0 - Chemical Applications).

#### 7.4 Litter and Debris Removal

- 7.4.1 The Contractor shall be responsible for the pickup and removal of all non-hazardous items and continuously maintain all planting and mulched areas, No-Mow Areas, adjacent pond or ditch edges, and limited paving and other ‘hardscape’

areas free of litter and debris. Litter and debris includes, but is not limited to, all plastic and paper products, cans, glass, wood, rocks, bricks, pieces of concrete, tires, dead animals, palm fronds, palm boots, branches or limbs smaller than 10' long and 4" diameter. Limited paving areas include sidewalks, parking areas and driveways at all Main Toll Plazas within the scope of the Contract, the CFX Administration and Operations Center, the Magnolia E-Pass Service Center, and along guardrails, curb/gutter areas, and concrete swales directly adjacent to planting beds and turf areas maintained under this Contract.

- 7.4.2 Thorough removal of all litter and debris from all planting and mulched areas (and limited paving areas) shall be performed during each 3-week detailing cycle (with additional cycles performed as directed). All planting beds and tree rings, from right of way fence to right of way fence, within the project limits shall be free of all litter and debris. The generated material shall be collected and removed from the site prior to the maintenance personnel moving on to the next area or leaving the site for the day. Mulch, fronds, boots, and other plant debris on paving areas and roadside shoulders adjacent to planting areas shall also be collected and removed.
- 7.4.3 Removal of litter and debris shall be performed once (1) a week at all S.R. 408 roadside planting beds inside of the sound walls and at all ramp locations down to surface streets from Clark Rd and Old Winter Garden Rd overpass to 1,400 ft. north of SR 50.
- 7.4.4 Removal of litter and debris shall be performed once (1) a week within limits of the CFX Administration and Operations Center property as listed in the Annual Landscape Maintenance Schedule (Attachment #1). The Contractor shall be responsible for blowing of all paved areas, raking of turf areas, and providing manual labor as necessary to collect, pickup and remove all litter, magnolia leaves, fronds, displaced bark mulch, and debris. The work is to be performed and completed in the early morning (prior to 8:00 am). Building entry areas shall be treated first to minimize disruptions to CFX employees arriving to work. Magnolia leaves shall be collected and removed from Asiatic jasmine beds during each cycle. Weekly cycles shall be scheduled so that they are performed on the morning of each of the monthly CFX Board Meetings. An annual schedule of the meeting dates shall be provided by the CFX Director of Maintenance.
- 7.4.5 Removal of litter and debris shall be performed once (1) a week at all Main Toll Plazas within the scope of the Contract
- 7.4.6 All collected litter shall be removed daily. No collected litter shall be left on the project property overnight.

## 7.5 Mulching

- 7.5.1 The Contractor shall furnish and apply pine bark nuggets and pine straw mulch at ornamental planting beds, tree rings, and base of raised planter walls each year

beginning in May and completing the application by the end of July, or as directed by the CFX Director of Maintenance. “No-mow” buffer plantings shall not be mulched. The pine bark mulch shall be pine bark medium nuggets, 2" in size with no impurities such as foreign matter, large pieces of un-decomposed or shredded bark, or weed seeds. The pine bark mulch shall be clean, rustic in color, and shall smell fresh with no objectionable odor. The pine straw mulch shall be dry pine needles, free of noxious weeds.

- 7.5.2 The Contractor shall furnish and apply pine straw mulch for a second annual “limited” application at ornamental planting beds, tree rings, and base of the raised planter walls along S.R. 408 “Urban Corridor” - along Anderson Ave. and South St. from Delaney Ave. to Lake Underhill Rd. and along Lake Underhill Rd. from Conway Rd. to Goldenrod Rd. to be performed during the month of November, or as directed by the CFX Director of Maintenance.
- 7.5.3 The pine bark mulch shall be distributed uniformly to a total settled depth of 3” throughout all of the ornamental planting areas and individual tree rings at all Mainline Toll Plazas and ramp toll booths within the scope of the Contract, the CFX Administration and Operations Center, Magnolia E-Pass Service Center and the S.R. 408 raised median planter each year beginning in May and completing in July. The limits of bark mulch applications at main toll plazas and toll booths shall match previous applications. At toll booth locations where, previous applications are not evident, limit the bark mulch to 150' along the ramp in both directions from the toll booth structure, or apply as directed by the CFX Director of Maintenance. If existing bark mulch depth is sufficient in some areas, only a top dressing is required. The Contractor shall submit a representative sample of the bark mulch to the CFX Director of Maintenance for approval prior to performing the work.
- 7.5.4 The pine straw mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the remaining ornamental planting areas, non-planted mulch areas, and individual tree rings located within the Contract limits (excluding No-Mow area plantings) that did not receive pine bark mulch and as directed by the CFX Director of Maintenance.
- 7.5.5 The Contractor shall remove all mulch that has been displaced onto adjacent roadways, shoulders, drainage structures, turf areas, etc. during each 3-week detailing cycle.
- 7.5.6 The Contractor shall submit a request for approval to the CFX Director of Maintenance prior to placing mulch supply trailers on CFX property.
- 7.5.7 Pine bark mulch and pine straw mulch shall comply with all applicable State of Florida mulch and compost laws and regulations. If mulch is delivered in bulk, provide documentation of content, quantity and weight at the time of application.



## 7.6 Fertilization

7.6.1 The ornamental shrub and groundcover fertilizer shall be granular 13-0-13 and shall be applied as described below. The Contractor shall provide the shrub and groundcover fertilizer, 13-0-13, containing the following:

- 13 % total nitrogen (containing 4.98 units of slow release nitrogen) derived from poly sulfur coated urea, ammonium sulfate, activated sewage sludge.
- 0% phosphorus.
- 13% potash (K<sub>2</sub>O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 2.00 % Water soluble magnesium (Mg)
- 0.19 % Manganese (Mn)
- 0.06 % Copper (Cu)
- 3.00 % Iron (Fe)
- 0.06 % Zinc (Zn)
- 0.02 % Boron (B)
- 7.44 % Sulfur (f)
- 0.0005 % Molybdenum (Mo)
- 4.0 % Calcium (Ca)

7.6.2 Fertilizer shall be applied to all planting areas and tree rings (including all trees in No-Mow areas - except pines) three (3) times per year (March, June and September) at a rate of 7.5 pounds per 1,000 square feet of ornamental planting bed / tree ring or 327 lbs./acre, unless directed otherwise by the CFX Director of Maintenance. Fertilizer may be applied by hand or by a mechanical spreader (approved by the CFX Director of Maintenance) insuring uniform coverage. Application by hand shall be accurately performed or equipment shall be accurately calibrated to ensure that the specified application rate is followed. Fertilizer shall be applied to soil surface around each plant and not on plant crown. Fertilizer shall be applied when the shrub and groundcover material is dry and not over an early morning dew. Contractor to ensure that fertilizer is not left on foliage causing leaf burn.

7.6.3 Prior to the beginning of each application cycle, the Contractor shall first submit a copy of a state inspection of analysis of a random sample of the delivered fertilizer to be applied along with an actual certified fertilizer label for approval. If the fertilizer analysis does not meet or exceed the guaranteed analysis as stated on the product label (as determined by the CFX Director of Maintenance), the entire

shipment may be rejected. The Contractor may request that a different random sample of the delivered fertilizer be re-analyzed for approval prior to replacing the entire shipment. The Contractor shall submit an actual certified fertilizer label, legible and otherwise suitable condition to the CFX Director of Maintenance for filing.

- 7.6.4 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer shall not be acceptable for application.
- 7.6.5 All fertilizer shall be kept out of water bodies and be removed immediately from all paved surfaces, concrete swales, walks, parking lots, and roadways.
- 7.6.6 If fertilizer is delivered in bulk, submit to the CFX Director of Maintenance documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide a sample bag tag and all product purchase and delivery receipts to CFX Director of Maintenance to verify weight and content.
- 7.6.7 Daily Pesticide Application Records listing the fertilizer applied, rate of application, amount of fertilizer applied, and location of application shall be submitted to the CFX Director of Maintenance on a weekly basis.

## 7.7 Insect and Disease Control

- 7.7.1 Insect and Disease Control activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). All landscape areas shall be continuously monitored (scouted) for infestations of insects, (aphids, mites, thrips, caterpillars, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify the CFX Director of Maintenance of discovered infestations/diseases identified that are not included in the preventative applications included in the Contract. The contractor shall submit proposed treatment for review and acceptance by CFX Director of Maintenance. Upon acceptance by the CFX Director of Maintenance, the Contractor shall perform the treatment within one week of notification or shall inform the CFX Director of Maintenance within three days of notification of a proposed later application date. The CFX Director of Maintenance shall determine if the application should take precedence over the performance of other scheduled tasks. Any treatments requiring multiple applications shall be performed at the intervals specified.
- 7.7.2 Applications that have been accepted to control identified infestations of insects and plant diseases which threaten the health and vigor of existing plant material (other than the preventative applications included in the contract) shall be performed as directed by the CFX Director of Maintenance as part of this Contract. Payment for applications will be made from the Work Order/New Construction Allowance.

- 7.7.3 The Contractor shall notify the CFX Director of Maintenance of any scheduled treatment prior to the execution of any chemical application. No applications shall be performed without prior notification to the CFX Director of Maintenance. The Contractor may be required to re-perform any application performed without prior notification to the CFX Director of Maintenance.
- 7.7.4 All over spray shall be prevented and contact with the public, their property or pets shall be strictly avoided.
- 7.7.5 All fire ant mounds located in planting areas or on paving areas directly adjacent to planting areas are to be spot- treated with ‘Advion’ (or approved equal) granular insecticide whenever mounds are observed. Applications shall be performed, at minimum, during each three (3) week maintenance cycle (17 cycles / year). Previously treated, non-active mounds shall be knocked down during the next detailing cycle and the soil dispersed and then covered with mulch. Re-treat mounds as necessary to kill ant colony.
- 7.7.6 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.
- 7.7.7 The following insecticide and fungicide applications shall be performed by the Contractor, as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1).:
- Cord grass, Fakahatchee grass, Dwarf Fakahatchee grass, Vetiver grass, Gulf Muhly grass – Perform one (1) drench spray application (February/March) (following the completion of the annual Cordgrass, Fakahatchee, Vetiver grass pruning) with” Ardent” to control scale.
  - Fakahatchee grass, Vetiver grass - Perform one (1) drench applications with Triple Crown (2x at 7-day interval) or approved equal, following 2<sup>nd</sup> late season (July/August) pruning to control Scale and Mite damage. Grasses in entire planting bed (not just damaged plantings) (or as directed by the CFX Director of Maintenance) are to first be pruned to 18” height. Apply Triple Crown directly into pruned plant crown to thoroughly coat all leaf blade surfaces. Apply Triple Crown to dwarf Fakahatchee grass, as well (do not prune dwarf Fakahatchee grass).
- 7.7.8 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein, as listed in the Annual Maintenance Schedule (Attachment #1), and as directed by the CFX Director of Maintenance.:
- Oleanders, Fire Bush and Plumbago – Perform two (2) foliar applications with

“Triple Crown” April, July or as directed by the CFX Director of Maintenance to control caterpillars and aphids.

7.7.9 The Contractor shall perform all specified or directed applications at the specified intervals, with the specified mixing and application rates, using the correct application technique, and including all specified additives as listed above or as directed by CFX Director of Maintenance.

7.7.10 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor’s expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor’s monthly compensation.

## 7.8 Hand Watering

7.8.1 If determined necessary for the survival of existing plant material during periods of severe drought or to establish replacement plant material, the Contractor shall promptly provide hand watering, as directed by the CFX Director of Maintenance, for all plant material not fully covered by irrigation. Hand watering shall be paid for out of the Work Order/New Construction Allowance at an agreed unit price per 2,000 gallons.

7.8.2 Water source for all hand watering shall be provided by the Contractor. All watering equipment shall be provided by and be the responsibility of the Contractor.

7.8.3 Water trucks shall be provided by the Contractor as directed by the CFX Director of Maintenance. Water trucks shall be equipped with a rear mounted arrow board that adheres to current MUTCD standards while operating on roadsides. A safety vehicle shall be provided by the Contractor and shall follow the water truck as it enters and leaves the shoulder locations, as well as during the water application within the shoulder locations. All operational procedures are subject to review and approval of the CFX Director of Maintenance.

7.8.4 At the first sign of drought stressed condition of plant material, the Contractor shall promptly notify the CFX Director of Maintenance and request approval to begin hand watering. The Contractor shall perform hand watering of plant material as directed by the CFX Director of Maintenance.

## 8.0 TREE CARE

### 8.1 Description

8.1.1 Work to be done consists of pruning, weeding, litter and debris removal, mulching,

staking, fertilizer application, insect and disease control, and tree removal at all existing ornamental (non- natural area) trees (including No-Mow areas) located at all CFX toll facilities, the Magnolia E-Pass Service Center, the CFX Administration and Operations Center, and right of way locations as described in Section 1.0 Project Scope. Detailing of all planted and mulched areas (including No-Mow areas) located on the CFX system within the project scope shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Tree care activities (pruning, weeding, litter and debris removal, staking, and removal of dead small caliper trees) shall be performed as necessary every three (3) weeks in conjunction with the ornamental planting areas detailing cycles. Chemical applications for insect and disease control and fertilizer applications shall be performed periodically as described below.

- 8.1.2 Tree care maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified tree care tasks and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.
- 8.1.3 Re-performance of any tree care maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.
- 8.1.4 Any turf or ornamental plant material damaged due to improper tree care maintenance activities shall be replaced by the Contractor, at no additional cost to CFX.

## 8.2 Pruning

- 8.2.1 Pruning in general shall consist of the removal of dead, broken, fungus-infected, insect-infected, superfluous, and intertwining branches, vines and the removal of dead or decaying stumps and all other superfluous growth within the project limits. The Contractor shall perform Class I and Class II pruning to all trees within the project limits as necessary to promote the safety and security of the CFX employees and customers by removing obstructions of roadway signage, ITS devices, roadway and toll plaza lighting; to provide clear views at pedestrian crossings and ramp interchanges; to provide clearance for mowing activities; to remove all dead/diseased/damaged wood and promote intended growth patterns and maximize aesthetics. Class I pruning shall mean pruning of all limbs and branches up to 1" in diameter and shall be performed throughout the year during the three-week detailing cycles. Class II pruning shall be performed once a year as directed by the CFX Director of Maintenance. Class II pruning shall mean pruning of all limbs and

branches between 1 ½” and 2” in diameter. Required pruning activities do not include canopy thinning. Only Class II pruning as directed by the CFX Director of Maintenance for aesthetic reasons shall be paid for out of the Work Order/New Construction Allowance.

- 8.2.2 Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.
- 8.2.3 The Contractor shall remove all sucker growth from the base of all ornamental trees (including “No-Mow” buffers) during each 3-week maintenance cycle.
- 8.2.4 During each 3-week cycle and / or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches, palm fronds, and vegetation overhanging and / or coming in contact with the building and roadway structures (i.e. main toll plazas, toll booths, roadway signage structures, ITS devices, bridges, sound walls, guardrails, etc.).
- 8.2.5 The Contractor shall immediately remove any limbs, which, in the opinion of the CFX Director of Maintenance pose a threat to public safety (i.e., blocking vehicular sight distances, overhanging roadsides, overhanging pedestrian walkways, etc.). The Contractor shall provide equipment as necessary at no additional cost to CFX.
- 8.2.6 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches and vegetation damaged / downed by storms, traffic accidents, etc.
- 8.2.7 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall also be performed, as necessary, to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, pedestrian crossings, ramp interchanges, etc. Contractor shall continuously monitor and maintain 500’ clear visibility distance (from outside “slow” lane) to all roadside signage.
- 8.2.8 The Contractor shall discuss pruning technique and methodology with and receive authorization from the CFX Director of Maintenance prior to proceeding with pruning of following items:
  - Oaks - Generally prune trees to maintain the desired uniform natural appearance by thinning or tipping. A prominent central leader should be visible. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian clearance. The canopy of Oak trees shall not be lifted more than 8’ from the ground at main toll plazas, ramps, and the CFX Administration and Operations Center parking / paved areas and in all turf areas to facilitate mowing

operation underneath the tree canopy. All sucker growth shall be removed during each three-week maintenance cycle.

- Crape Myrtle – All crape myrtle trees shall be pruned in February, as directed by the CFX Director of Maintenance, to maintain a round head. Initial pruning each year shall be directly supervised by the CFX Director of Maintenance to ensure proper techniques are used throughout the system. All annual Crape Myrtle pruning is to be completed by the end of February as directed by the CFX Director of Maintenance. Severe topping shall not be performed. All sucker growth shall be removed during each three-week maintenance cycle.
- Ligustrum – All Ligustrum trees shall be hand clipped as necessary to maintain an 18” clearance from adjacent structures, to maintain a 7’-0” vertical clearance over pedestrian walkways, and to maintain a mushroom shaped form as directed by the CFX Director of Maintenance. Hand clipping also shall be performed to remove sucker growth during each three-week maintenance cycle.
- Magnolias - Prune only sucker growth and to maintain an attractive, pyramidal appearance. Lower foliage shall be retained unless additional removal is directed by the CFX Director of Maintenance. Do not lift more than 2’ above finish grade unless necessary to create separation between lower foliage and exiting shrubs.
- Sabal Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all sabal palms located at all Main Toll Plazas, the CFX Administration and Operations Center, and the S.R. 408 raised median planter two (2x) times per year in January and July. Dead fronds on palms located in other areas shall remain on the trees and be removed offsite, along with boots and debris, when they fall from the tree. Initial pruning each cycle shall be as approved by the CFX Director of Maintenance.
- Pindo Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown two (2x) times per year in January and July from of all Pindo palms as directed by the CFX Director of Maintenance. Initial pruning each cycle shall be as approved by the CFX Director of Maintenance. Pruning cycles shall not be performed without prior approval by the CFX Director of Maintenance.
- Washingtonia Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all Washingtonia palms located at the CFX Administration and Operations Center two (2) times per year in January, and July., Initial pruning each

cycle shall be as approved by the CFX Director of Maintenance. Pruning cycles shall not be performed without prior approval by the CFX Director of Maintenance.

- Medjool Palms - The Contractor shall remove seed heads and dead fronds once per year in May from all Medjool palms located at the CFX Administration and Operations Center, as directed by the CFX Director of Maintenance. The work shall be performed using a hydraulic lift and hand saw. Hand saw to be carefully cleaned and washed with a bleach solution or approved equal upon completion of one tree pruning and before beginning the pruning of another palm in order to prevent the spread of disease. Care shall be taken not to injure the head or trunk of the palm with equipment or falling debris. Pruning cycles shall not be performed without prior approval by the CFX Director of Maintenance.
- Cypress, Maples, Sycamores, Bay Trees, Drake Elms – Prune only as directed by the CFX Director of Maintenance. All sucker growth is to be removed during each three-week maintenance cycle.

8.2.9 Contractor shall prune all ornamental trees not listed above once (1) yearly during late winter/early spring (late February - March) or as directed by the CFX Director of Maintenance.

### 8.3 Weed Control

Contractor shall perform weed removal from all tree rings within the project limits (excluding No-Mow area plantings) during each three-week cycle.

### 8.4 Litter and Debris Removal

Contractor shall perform litter and debris removal from all tree rings within the project limits (including No-Mow area plantings) during each three-week cycle.

### 8.5 Mulching

Contractor shall maintain 60” minimum diameter mulched tree rings at all trees located in turf areas within the project limits (excluding No-Mow area plantings) or as directed by the CFX Director of Maintenance. See section 7.5 above for specifications regarding mulch type, depth, and installation/maintenance requirements.

### 8.6 Fertilization

8.6.1 Contractor shall fertilize all ornamental trees located within the project limits (including No-Mow area plantings), except pines, with 13-0-13 as per the specifications.



## 8.7 Insect and Disease Control

8.7.1 All landscape areas within the project limits shall be continuously monitored for infestations of insects, (caterpillars, mites, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify CFX Director of Maintenance of discovered infestations/diseases and request directions for proper treatment. Once given direction from the CFX Director of Maintenance, the Contractor shall immediately perform the treatment for proper control. Contractor shall submit a daily Pesticide Application Record (provided by the CFX Director of Maintenance) reporting the application activities report to the CFX Director of Maintenance on a weekly basis.

- Palm Trees - Monitor for signs of Ganoderma Zonatum 'Butt Rot' (fungal brackets on trunk, mushrooms at base, or softness of trunk). When identified by either the Contractor or the CFX Director of Maintenance, the infected tree shall be immediately removed including the stump and entire root mass to an offsite location and destroyed. The cost of the removal will be paid for from the Work Order/New Construction Allowance.

8.7.2 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor's expense.

## 8.8 Hand Watering

Contractor shall perform hand watering at any trees located within the project limits as directed by the CFX Director of Maintenance and as per the specifications.

## 8.9 Staking

8.9.1 The Contractor shall ensure trees are maintained in a straight and plumb position (including No-Mow area plantings), Tree staking inspection and correction shall occur during each three-week maintenance cycle.

8.9.2 Contractor shall provide, install and maintain staking / guying material as necessary to secure trees in straight and plumb position.

8.9.3 The Contractor shall use only staking and guying material shall be approved by the CFX Director of Maintenance prior to use. The Contractor shall install all staking / guying material in a manner that does not damage the tree.

8.9.4 Remove staking / guying material only as directed by the CFX Director of Maintenance.

## 8.10 Tree Removal

- 8.10.1 Contractor shall be required to remove any tree, as directed by the CFX Director of Maintenance within the project limits. Payment from tree removal and disposal for trees larger than 3" caliper will be made from the Work Order/New Construction Allowance. Smaller caliper trees, 3" or less, which can be cut at ground level, shall be removed (as directed by the CFX Director of Maintenance) at no additional cost to the CFX.
- 8.10.2 The removal of trees shall be performed so as not to damage adjacent healthy trees and shall be accomplished by removing and lowering to the ground suitable sized sections of limbs or trunk starting at the top and working progressively downward to the ground. The main trunk shall be sawed at or below the ground surface.
- 8.10.3 Before making any cuts, suitable ropes, slings, guide lines, and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of that section. All safety precautions must be observed to avoid injury.
- 8.10.4 No limb or section of a tree shall be left in place after the first cut has been made for its removal.
- 8.10.5 Stumps shall not be left on-site. Contractor shall grind large hardwood stumps to level of finish grade as directed by CFX Director of Maintenance. Stump grinding and removal shall be paid for from the Work Order/New Construction Allowance.
- 8.10.6 Palm trees determined to be infected with *Ganoderma Zonatum* 'Butt Rot' shall be entirely removed, including stump and root mass, and shall be immediately and properly disposed of off-site. Stump grinding of palms with *Ganoderma Zonatum* is strictly prohibited. Palm removal shall be paid for from the Work Order/New Construction Allowance.
- 8.10.7 All underbrush, shrubs, and trees removed shall be immediately and properly disposed of off-site.
- 8.10.8 Contractor shall provide, install, and compact to level grade a sufficient quantity of accepted fill soil as necessary to re-establish original grade.

## 9.0 NO-MOW AREAS

- 9.1 No-Mow Areas are described as specific locations on the CFX system within the project limits where trees (pines, oaks, maples, and cypress) and large shrubs (wax myrtles, *Viburnum obovatum*, fire bush, saw palmetto, etc.) are planted closely together creating visual barriers (buffers) to on-site and off-site views. The existing Bahia turf between the trees is left un-mowed, creating a naturalistic appearance. No-Mow area limits-of-work extend 36" into adjacent turf areas from the outermost tree trunk or understory shrub edge

in the planting. All No-Mow areas to be maintained under this Contract are delineated in the No-Mow Area Reference Maps (Attachment #3).

- 9.2 All No-Mow areas shall be maintained during each three-week detailing cycle in terms of litter and debris removal and pruning and removal of dead plant material as described in Shrubs/Vines/ Groundcover Care scope and in terms of tree pruning and staking in the Tree Care scope. Weed removal “cleaning” shall occur three (3) times a year as described below.
- 9.3 The Contractor shall be responsible for the complete removal of all noxious weeds (e.g., dog fennel, ragweed, Spanish needle, guinea grass, primrose willow, etc.) and all climbing vines three (3) times a year (April, July, and October) from each No-Mow area location within the project limits. Each “cleaning” cycle shall be completed in its entirety at all No-Mow areas within sixty (60) days.
- 9.4 The removal of all weeds shall be performed in a manner that will not be detrimental to any surrounding desirable vegetation (Bahia turf, Slash Pines, Oaks, saw palmetto, etc.) Hand pulling and removal of weed growth is recommended. The use of pre- or post-emergence herbicides is prohibited within the No-Mow area limits. String trimming is prohibited within the No-Mow area limits.
- 9.5 All debris generated from the cleaning of each No-Mow area shall be collected and removed from the site. Debris shall be allowed to be left onsite for no more than two days before it shall be collected and removed. No collected debris shall be left on the project property over the weekend.
- 9.6 Any re-performance of weed removal, (or other specified maintenance task) required due to Contractor negligence or incomplete performance (as determined by the CFX Director of Maintenance) shall be provided at the Contractor’s expense. Any turf or plant material damaged due to improper maintenance activities (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor, at no additional cost to CFX.

## **10.0 IRRIGATION SYSTEMS**

### **10.1 General Requirements**

10.1.1 The Contractor shall be responsible for the monitoring, adjustment, maintenance, and repair of the irrigation systems at all Mainline Toll Plazas within the project scope, CFX Administration and Operations Center, and the Magnolia E-Pass Service Center within the project limits to ensure that all plant material watered by each system receive sufficient moisture to maintain plant health and vigor. Mainline Toll Plazas with irrigation systems to be maintained under this contract include the Hiawassee MTP, Pine Hills MTP, Conway West MTP, Conway East MTP, and Dean MTP on S.R. 408; and the John Young MTP, Boggy Creek MTP, Curry Ford MTP, and the University MTP on S.R. 417.

10.1.2 The Contractor shall assign a specific individual to be the project Irrigation

Manager, as stated in section 2.3 - Contractor's Personnel, Subcontractors and Sub-consultants. The Irrigation Manager will be the CFX Director of Maintenance's point of contact regarding all CFX irrigation system issues. The Irrigation Manager shall perform / review all inspections and schedule and over-see all necessary repairs, upgrades, adjustments, etc. to all CFX irrigation systems as necessary or as directed by the CFX Director of Maintenance.

- 10.1.3 The Contractor shall promptly perform system repairs as necessary to ensure continual, full operation of all system parts with limited disruption of the irrigation program. The cost of the repair/replacement of pumps, timers, and control valves shall be paid for from the Work Order/New Construction Allowance. The cost of all other system repairs/replacements shall be included as part of this Contract.
- 10.1.4 Each automatic irrigation system shall be programmed, as necessary, to provide watering frequency sufficient to replace soil moisture at the plant material root zone.
  - 10.1.4.1 All irrigation systems shall run between 12:00 a.m. and 6:00 a.m. at all Mainline Toll Plazas and between 7:00 p.m. and 6:00 a.m. at the CFX Administration and Operations Center and the Magnolia E-Pass Center in accordance with water usage restrictions in effect through the St. Johns River Water Management District. Any digression from this schedule requires the approval of the CFX Director of Maintenance.
  - 10.1.4.2 Any modifications to the irrigation systems shall be submitted to the CFX Director of Maintenance in writing for approval. If the original request is not satisfactory to the CFX Director of Maintenance an alternate plan may be requested. The Contractor shall submit detailed "as-built" record drawings to the CFX Director of Maintenance within thirty (30) days after work is completed.
- 10.1.5 The Contractor shall provide qualified, certified and capable subcontractors and suppliers to supply services and parts that are equal to or better than the services and parts that were previously used or found in use and with 100% compatibility with existing equipment. All parts are subject to approval by the CFX Director of Maintenance prior to installation.
- 10.1.6 The Contractor shall prepare an estimate of cost for parts/tests and labor and receive a work order from the CFX Director of Maintenance prior to proceeding with any repair and/or replacement of equipment. The work order will indicate the work to be performed and the agreed compensation.
- 10.1.7 The Contractor shall guarantee for the entire length of the Contract term, the workmanship of a repair. In the event the repair fails within the guarantee period and such failure is the result of the parts provided by the Contractor or the

workmanship of the Contractor, the corrections shall be made by the Contractor at no additional cost to CFX.

## 10.2 Monitoring/Adjustments

10.2.1 The Contractor shall inspect the entire operation of each system at all Mainline Toll Plazas within the project scope and perform any maintenance required to keep system fully operational no less than once each month. The Contractor shall also inspect the irrigation system at CFX Administration and Operations Center and the Magnolia E-Pass Service Center no less than once each week throughout the year and perform any maintenance required to keep system fully operational and perform any adjustments to the system or timer to ensure optimum turf health in response to weather conditions. A written Monthly Inspection Report shall be forwarded to the CFX Director of Maintenance once each month. Contractor shall submit report format to the CFX Director of Maintenance for approval. During each inspection, the Contractor shall perform the following:

- Activate each zone of the existing system.
- Visually inspect the operation of all spray heads and check for, report, and immediately repair any damaged heads or ones needing repair.
- Immediately adjust any heads as necessary to ensure that overspray is not occurring on buildings, walkways, roadways or any other structures.
- Ensure the proper operation of all spray heads and that coverage to target planting areas is sufficient for proper healthy landscape growing conditions.
- Spot check the proper function of drip irrigation lines in each zone by excavating varying sections of the line. Re-bury exposed sections following inspection.
- The flush valve on the end of drip irrigation lines in each zone shall be opened and the line flushed for a minimum of one minute or longer as necessary until the water flows clear from the valve.
- Adjust the zone run times and number of watering days as necessary in response to current weather conditions to ensure optimal moisture is provided for proper healthy landscape growing conditions.

10.2.2 The Contractor is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.

10.2.3 Spray patterns for all irrigation heads shall be adjusted, if required for proper coverage, when detected by the Contractor or as directed by the CFX Director of Maintenance.

10.2.4 Any adjustments to the spray nozzles, spray patterns, controllers, etc., required to provide optimum growth of the landscape shall be performed by the Contractor.

### 10.3 Valve/Valve Boxes

10.3.1 The Contractor shall provide miscellaneous cleaning of valves for proper functioning once annually in February and on an as needed basis. Valve cleaning activities shall be described in submitted Monthly Irrigation Reports.

10.3.2 The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, per the original construction details.

## 11.0 DAILY LITTER PATROL

### 11.1 Description

11.1.1 Provide all labor, materials, equipment, and incidentals necessary to pick up, remove and dispose of litter and debris from all landscape and turf areas maintained under the Contract for the roadways identified in the Price Proposal.

11.1.2 Litter or debris consists of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, dead animals, and other items not considered normal to the right-of-way.

11.1.3 The Contractor shall be responsible for the performance of its organization and completion of all work under this contract as set forth in these specifications and as directed by the Director of Maintenance.

11.1.4 These specifications are end result oriented. Although the litter activity is expected to be accomplished by manual means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. The Contractor's chosen method(s) shall not cause damage to CFX property / infrastructure or create a safety hazard for the travelling public.

### 11.2 Quantity and Frequency of Removal

For the Daily Litter Patrol, provide the quantity of litter patrol crews identified in the Price Proposal. Each crew shall consist of at least one (1) dedicated laborer, one (1) dedicated vehicle, each with necessary equipment to remove debris. The daily patrol shall consist of constant and complete round trips through the Contract area, from 9:00 am to 3:30 pm, 5 days per week, 52 weeks per year, each direction, both sides of the roadway and ramps, removing and disposing of the debris, including dead animals, vehicle tires and any materials located within the subject landscape and turf areas maintained. The Contractor shall keep the area within the project limits virtually litter free on a daily basis to ensure that all landscape and turf areas have a pleasing and presentable appearance at all times. Daily patrol vehicles shall be equipped with GPS tracking. Payment will be made based upon GPS records demonstrating the required patrols have been completed.

### 11.3 Equipment

11.3.1 Equipment used to transport litter from the project site shall be constructed and operated to preclude distribution or loss of litter along the roadway.

11.3.2 All vehicles shall be equipped with safety equipment as described in the Scope of Services.

11.3.3 Specialized equipment designed for the mechanical removal of litter and debris may require additional safety devices in accordance with state and federal laws.

### 11.4 Disposal of Litter and Debris

Remove all litter and debris from the right-of-way at the end of each working day and dispose of at locations provided by the Contractor. CFX will allow dumpsters to be placed by the contractor for temporary storage at locations to be approved by the Director of Maintenance. Dispose in accordance with applicable laws and regulations. Cost incurred for disposal shall be borne by the Contractor. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

### 11.5 Quality of Work

11.5.1 Completed areas of work shall be free of litter and debris immediately after cleaning, as determined by the Director of Maintenance. The subject areas are expected to be kept clean of litter and debris on a daily basis. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Director of Maintenance or designated representative to be unacceptable shall be re-cleaned at no cost to CFX.

11.5.2 It is the intent of these specifications that cleaned areas are reasonably free of all litter and debris. It is not the intent to penalize the Contractor for litter and debris that may be deposited between the time an area is worked and when it is inspected. The decision of the Director of Maintenance as to acceptance or rejection of an area will be final.

## **12.0 PLANT REPLACEMENT**

12.1 During the Contract term, any plant material under the care of the Contractor that dies or is severely damaged due to the negligence of the Contractor (as determined by the CFX Director of Maintenance) shall be replaced at no cost to CFX. The CFX Director of Maintenance shall determine the extent of the lost / damaged material to be replaced and shall prepare a Plant Replacement List and Plant Replacement Map(s) to be forwarded to the Contractor. Upon receipt of the Plant List and Plant Replacement Map(s), the Contractor shall submit tentative installation schedule for review and approval. The

Contractor shall begin the replacement effort within (30) days of receipt of the Plant List and Plant Replacement Map(s). The plant replacement installation work, once begun, shall proceed uninterrupted until completion and acceptance by the CFX Director of Maintenance. In the event that a required plant replacement effort is not performed as directed or is not performed within the time frame listed above, CFX reserves the right to withhold the amount for the replacement material (based on average current industry costs) from the Contractor's monthly compensation until the work is completed to CFX's satisfaction.

- 12.2 Upon completion of installation and acceptance by the CFX Director of Maintenance, the establishment period (365) days for shrubs, vines, and groundcovers; and a (730) days for trees and palms; shall begin during which the Contractor shall provide establishment watering and maintenance as necessary to promote optimal plant health.
- 12.3 Upon installation, the replacement material shall be included in the ongoing Contract scheduled and as directed maintenance tasks and applications (including pest / disease control, fertilization, etc.). Any additional mulching as necessary following planting shall be performed as directed by the CFX Director of Maintenance.
- 12.4 All Contract specified maintenance tasks and applications (including additional mulching) performed in the care of the replacement material shall be performed at no additional cost to CFX.
- 12.5 During the establishment period, any plant material that shows indication of non-survival or lack of health and vigor, or which fails at any time to qualify for the minimum grade as originally specified, will be rejected by the CFX Director of Maintenance and shall be replaced, at no additional cost to CFX, within (21) days of notification of rejection, The new material shall begin a one-year or two-year establishment period from the new date of installation.
- 12.6 All plant material provided by the Contractor shall be Florida #1 or better as outlined in the 'Florida Grades and Standards for Nursery Plant Material'. All plant material is subject to review and approval by the CFX Director of Maintenance.

### **13.0 ADDITIONS TO PROJECT SCOPE**

- 13.1 During the three (3) year Contract term and possible two (2) one-year extensions, it is anticipated that additional landscape improvement projects on the CFX system will be designed, completed, and added to the Contract scope. The New Construction / Work Order Allowance amount included in the Contract will be utilized to fund the addition of these projects to the Contract Scope. Following completion of installation and establishment of the landscape improvement project, and prior to project turn over, the CFX Director of Maintenance shall prepare a Work Order for the addition of the landscape improvements into the current Contract scope, based on the unit costs listed in the initial Contract pricing. The Contractor may submit, for review by the CFX Director of Maintenance, any requested changes to the Work Order based on the lowest unit costs from the initial Contract pricing



or current pricing in effect based on CPI index changes incorporated for renewal years four and five.

- 13.2 The Contractor shall inspect the newly installed material under each project and notify the CFX Director of Maintenance as to any problems or concerns that should be addressed prior to accepting the improvements for maintenance. Upon execution of the Work Order, the Contractor assumes full responsibility for the continued health of the plant material. Any material lost or damaged after acceptance due to negligence on the part of the Contractor (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor at no cost to CFX. The Contractor will not be responsible for plant material lost due to uncontrollable circumstances (i.e., traffic accidents, incurable plant diseases - Ganoderma Zonatum, damage by others, severe drought, etc.).
- 13.3 Upon execution of the Work Order, the Contractor shall begin performance of all maintenance tasks pertaining to the newly added material as per the Contract specifications and the Annual Landscape Maintenance Schedule. The Contractor is responsible for the performance of all scheduled tasks from the start date noted by the CFX Director of Maintenance.

#### **14.0 ROADWAY CONSTRUCTION PROJECTS**

During the Contract term, sections of the CFX system may be removed from the Contract scope due to ongoing roadway improvement construction projects. When landscape improvements currently maintained under the Contract are removed from the project scope, the cost to CFX for the maintenance tasks to be performed in those areas shall be deducted from the monthly invoices submitted by the Contractor. The amount of the construction deduction shall be calculated based on pricing from the Price Proposal, required maintenance tasks listed in the Annual Maintenance Schedule, and plant material and right of way area quantities determined from site maps and field inventories. The CFX Director of Maintenance shall forward to the Contractor a negative Work Order which will describe the areas to be removed and the amount to be deducted based upon the Contract Price Proposal.

#### **15.0 EMERGENCY RESPONSE**

##### **15.1 General**

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc., stipulated in this Scope of Services. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by the Contract.

Response time, unless otherwise directed by the CFX Director of Maintenance, required by the Contractor for various maintenance activities is as follows (none posing a public safety hazard):

- Irrigation adjustments (controller, valves, spray heads) - 24 hours
- Removal of litter / debris generated by landscape maintenance activities - 24 hours
- Standard repairs - one week
- Plant material replacement – one month

Should the Contractor fail to respond to a request for any services addressed herein within the required allotted time, CFX will, at the Contractor's sole expense, provide the requested services.

## 15.2 Emergency Response Plan

The Contractor shall develop, prepare and implement an Emergency Response Plan (ERP) to address emergency situations including, but not necessarily limited to:

- Irrigation line breaks
- Irrigation equipment failures
- Downed trees

Additionally, the ERP shall address the following:

- Responsible parties to be notified.
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency.
- Procedures for notifying the CFX Director of Maintenance, utility companies and others affected by the listed emergency.

Four (4) copies of a draft of the plan shall be submitted to the CFX Director of Maintenance within 30 days after the date of the Notice to Proceed. The CFX Director of Maintenance will review the plan and meet with the Contractor to resolve any concerns and to finalize the plan. A final plan, including all corrections/changes required by the CFX Director of Maintenance shall be submitted by the Contractor within 60 days after the Notice to Proceed.

## 16.0 WORK ORDER / NEW CONSTRUCTION ALLOWANCE

16.1 CFX has established a Work Order / New Construction Allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated as new landscape construction projects or repair and renovation areas added to the Contract scope.

16.2 Unless necessitated due to Contractor negligence or failure to perform, payment will be made to the Contractor from the Work Order / New Construction Allowance for the following work activities authorized and accepted by the CFX Director of Maintenance:

1. Tree removal and disposal (solid trunk with 3" + caliper).

2. CFX Director of Maintenance directed cycles/frequencies of mowing, weed/disease/insect control, fertilizer/fungicide applications, plant/tree trimming, pruning and shaping exceeding the cycles/frequencies specified herein.
  3. Irrigation system repairs (Repair/replacement of pumps, timers, and control valves only) and modifications / additions to systems as directed by the CFX Director of Maintenance.
  4. CFX directed plant replacement (repair and renovation projects). (Not due to Contractor negligence)
  5. Work performed as directed by CFX Director of Maintenance in areas removed from the project scope due to roadway construction.
  6. Work performed for CFX, as directed by the CFX Director of Maintenance, that is not included in the project scope.
  7. Addition of completed landscape construction project improvements into Contract scope.
  8. The performance of supplemental watering as necessary to help maintain the health of existing material during periods of severe drought.
- 16.3 Any amount remaining in the Work Order / New Construction Allowance upon completion and acceptance of the project remains the property of CFX.

## **17.0 CONTRACT TERM AND BEGINNING WORK**

- 17.1 Following execution of the Contract, CFX will issue to the Contractor a written Notice to Proceed for the project.
- 17.2 The Contract term will be three (3) years with an option to extend the Contract for two (2) one-year renewal periods. Exercise of the options will be made at the sole discretion and election of CFX. CFX will provide written notice of its exercise to the Contractor at least 120 days prior to the expiration of the initial three-year Contract Term. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the Contractor receives 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. In the event that revisions proposed by the Contractor are agreed to by CFX, 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.


END OF SECTION

**CONSENT AGENDA ITEM  
#16**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams   
Director of Procurement

DATE: August 25, 2023

SUBJECT: Approval of Environmental Transportation Planning, LLC and ARC Document Solutions, LLC as Subconsultants to Quest Corporation of America, Inc. for Public Information Services  
Contract No. 001935

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Board approval of Environmental Transportation Planning, LLC and ARC Document Solutions, LLC as subconsultants to Quest Corporation of America, Inc. to provide support for public outreach and meetings is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:   
Sue Chrzan  
Chief of Staff/Public Affairs Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Quest Corporation of America Date: 8/25/2023

CFX Contract Name: Public Information Servies CFX Contract No.: 001935

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: Enviromental Transportation Planning, LLC

Address: 37 Jackson Avenue, Ponte Vedro Beach, FL 32082-2808

Phone No.: 904-273-0788

Federal Employee ID No.: 47-5340645

Description of Services to Be Sublet: Sound wall assesment and information meeting support

Estimated Beginning Date of Sublet Services: January 9, 2023

Estimated Completion Date of Sublet Services: January 8, 2026

Estimated Value of Sublet Services\*: \$ \$40,000 (Total for current 3-year contract)

\*(Not to exceed \$24,999.99 without prior 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 the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: *Diane Hackney*  
(Signature of Consultant Representative)

Diane Hackney, Executive Vice President  
Title

Recommended by: *Angela Melton* Director  
(Signature of Appropriate Authority Director/Manager)

Date: 8/25/2023

Approved by: *SR Chogan*  
(Signature of Appropriate Chief)

Date: Aug 25, 2023

Attach Subconsultant's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Quest Corporation of America Date: 8/25/2023

CFX Contract Name: Public Information Services CFX Contract No.: 001935

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: ARC Document Solutions, Inc

Address: 503 Brookhaven Drive, Orlando, FL 32803

Phone No.: 407-898-3881

Federal Employee ID No.: 74-6036592

Description of Services to Be Sublet: Audio Visual Support

Estimated Beginning Date of Sublet Services: January 9, 2023

Estimated Completion Date of Sublet Services: January 8, 2026

Estimated Value of Sublet Services\*: \$ \$60,000 (Total for current 3-year contract)

\*(Not to exceed \$24,999.99 without prior 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 the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: *Diane Hackney*  
(Signature of Consultant Representative)

Diane Hackney, Executive Vice President  
Title

Recommended by: *Angela Melton* Director  
(Signature of Appropriate Authority Director/Manager)

Date: 8/25/2023

Approved by: *SR Chogan*  
(Signature of Appropriate Chief)

Date: Aug 25, 2023

Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM  
#17**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 8, 2023

SUBJECT: Approval of First Contract Renewal with Hub Public Risk, Inc. for  
Insurance Broker Services  
Contract No. 001703

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Board approval is requested for the first renewal of the referenced contract with Hub Public Risk, Inc. in the amount of \$50,000.00 for one year beginning on January 1, 2024 and ending December 31, 2024. The original contract was for three years with two one-year renewals.

The work to be performed includes providing insurance broker services.

Original Contract	\$150,000.00
First Renewal	<u>\$ 50,000.00</u>
Total	<u>\$200,000.00</u>

This contract is included in the OM&A Budget.

Reviewed by:

  
\_\_\_\_\_  
Son Nguyen  
Risk Manager

  
\_\_\_\_\_  
Lisa Lumbard

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001703**

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** (“Renewal Agreement”), is made and entered into this 14th day of September 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Hub Public Risk, Inc., a Florida profit corporation, registered and authorized to do business in the State of Florida, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties.”

**WITNESSETH**

**WHEREAS**, on December 10, 2020, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement” ), with a Notice to Proceed date of January 1, 2021, whereby CFX retained the Contractor to provide insurance broker services.

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

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Contractor agree to exercise the first renewal of said Original Agreement, which renewal shall begin on January 1, 2024 and end on December 31, 2024 (“Renewal Term”), unless otherwise extended as provided in the Original Agreement.
3. **Compensation for Renewal Term.** The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$50,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Original Agreement.
5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

**HUB PUBLIC RISK, INC.**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jo O Thacker

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
HUB PUBLIC RISK, INC.**

**INSURANCE BROKER SERVICES**

**CONTRACT NO. 001703**

**CONTRACT DATE: DECEMBER 10, 2020  
CONTRACT AMOUNT: \$150,000.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF  
COMPENSATION, ADDENDA, PRICE PROPOSAL, AND  
FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,  
ADDENDA, PRICE PROPOSAL, AND FORMS**

**INSURANCE BROKER SERVICES**

**CONTRACT NO. 001703**

**DECEMBER 2020**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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CONTRACT 001703

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**Contract No. 001703**

This Contract is made this 10<sup>TH</sup> day of December 2020, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and HUB Public Risk, Inc., a Florida profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 1560 N. Orange Ave., #750, Winter Park, FL. 32789, hereinafter “the CONTRACTOR.”

**WITNESSETH:**

**WHEREAS**, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; **and**

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” **and**

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Insurance Broker Services under Contract No. 001703, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

**WHEREAS**, on or about October 4, 2020, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

**WHEREAS**, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:



**1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

**2. TERM AND NOTICE**

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has

a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the Initial Contract Term is \$150,000.00

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

### **4. AUDIT AND EXAMINATION OF RECORDS**

4.1 Definition of Records:

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

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

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

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

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

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

## **5. PUBLIC RECORDS**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.**

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract



Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

## **6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

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

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

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

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

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

**7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES**

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises (“D/MBEs”) and Women’s Business Enterprises (“WBEs”). Under CFX’s program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX’s contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR’s invoices and shall be in a form reasonably acceptable to CFX.

**8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND**

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor’s activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as

well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 Business Automobile Liability:

(for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;



8.5 Professional Liability:

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

8.6 Information Security/Cyber Liability Insurance:

If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (Only applicable for Vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.7 Commercial Crime Insurance:

If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

8.8 Fiduciary Liability Insurance:

If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance

requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

## **9. CONTRACTOR RESPONSIBILITY**

9.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the SOP, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the plazas or in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

## **10. INDEMNITY**

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

10.1 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.3 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.4 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.5 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.7 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## **11. PRESS RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

## **12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors'



access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

### **13. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

### **14. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

### **15. NOTIFICATION OF CONVICTION OF CRIMES**

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.



**16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Technical Manager and Project Administrator (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise

terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

**18. SUBLETTING AND ASSIGNMENT**

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

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

**19. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the

work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

**20. OTHER SEVERABILITY**

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

**21. INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

**22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT**

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

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a

bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

**23. GOVERNING LAW AND VENUE**

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

**24. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR’s employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR’s employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR’s employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

**25. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

**26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

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

**27. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

27.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

27.4 Obligations upon expiration or termination of the Contract; and

27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

**28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

**29. INSPECTOR GENERAL**

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

**30. E-VERIFY**

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

**31. APPROPRIATION OF FUNDS**

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



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

**32. NOTICE TO THE PARTIES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: Risk Manager

CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: General Counsel

CONTRACTOR: HUB Public Risk, Inc.  
1560 N. Orange Ave., #750  
Winter Park, FL. 32789  
ATTN: Bart Gunter, President

**33. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services  
Exhibit "B" Method of Compensation  
Exhibit "C" Price Proposal  
Exhibit "C" Potential Conflict Disclosure Form

[ SIGNATURES TO FOLLOW ]

Contract No. 001703

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 10 , 2020.

ACCEPTED AND AGREED TO BY:

HUB PUBLIC RISK, INC.

By: Zait D Amante

Title



ATTEST: Manuela B Stokes (Seal)

DATE: 1-13-21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Director of Procurement

Print Name: Aneth Williams Digitally signed by Aneth Williams Date: 2021.02.09 14:27:28 -05'00'

Date: \_\_\_\_\_

CFX only.

Approved as to form and execution for the use and reliance by

Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.02.09 13:55:17 -05'00'

General Counsel for CFX



**Exhibit A**  
**SCOPE OF SERVICES**  
**INSURANCE BROKER SERVICES**  
**CONTRACT NO. 001703**

The Contractor shall provide a full range of insurance broker services. This Scope of Services describes the services required by CFX including, but are not necessarily limited to, the following:

1. Contractor shall work closely with CFX's Risk Manager to routinely evaluate CFX's risks and make recommendations for the appropriate mitigation of those risks in a cost-beneficial way including:
  - a. Analyzing CFX's exposure to loss, the adequacy of coverage and developing options on coverage whether or not currently purchased by CFX.
  - b. Performing catastrophe or other modeling to determine levels of exposure to risks.
  - c. Assisting CFX in evaluating the appropriate levels for risk retention.
  - d. Advising on the various alternatives to handling risks through various forms of insurance, self-insurance, deductible levels, etc.
  - e. Advising CFX on insurance matters including, but not limited to, health, life, long term disability, short term disability, vision and dental.
  - f. Assisting in the development of risk management policies and procedures for CFX as requested.
  - g. Making recommendations for enhancing the risk and insurance management program, including providing input regarding coverage issues outside the current program.
  - h. Providing research assistance and consultation on risk management issues.
2. Performing all tasks related to the renewal process for all types of insurance coverages including:
  - a. Developing a marketing plan to include competitively soliciting at least 3 quotes from insurance carriers.
  - b. Preparing submissions and specifications for which underwriters may bid.
  - c. Making a recommendation for carrier selection, including conducting meetings with CFX management to discuss options.
  - d. Finalizing the procurement and execution of all policies required on behalf of CFX including negotiating terms, conditions, and price.
  - e. Preparing renewal binders and endorsements as appropriate.
3. Preparing and issuing all certificates of insurance within 2 days of request or sooner when such request is specified as an emergency.

4. Coordinating notice of claims and/or losses to underwriters when requested and acting as a facilitator during the claim process.
5. Working closely with insurance carriers and acting as a liaison between CFX and insurance carriers that are contracted by CFX to assist in areas that include, but are not limited to, delivering carrier policies to CFX, handling invoicing issues, and any other issues that may arise.
6. Answering questions and resolving coverage issues related to policy coverage as requested, working with CFX's management, legal counsel and/or auditors in providing needed information and expertise.
7. Responding in a timely manner to audit inquiries and attending meetings related to audits involving risk management when requested.
8. Advising CFX of trends and/or changes in the insurance industry.
9. Making presentations to CFX's Board of Directors, Board Committees or management if requested.
10. Coordinating reporting of claims with third party administrators if applicable.
11. Reviewing CFX contracts as requested to determine if additional risk exposures are present. Assisting CFX in re-evaluating insurance requirements for various contracts (design, construction and service). Reviewing certain leases, agreements for insurance requirements, assumption of liability and other risk management issues as requested.
12. Advising CFX on budgeting for insurance in advance of obtaining quotes for coverage.
13. Preparing and submitting special reports, loss analyzes, etc., as requested.
14. Obtaining proper return premiums, if required, necessitated by mid-term cancellations and validate any additional premiums for accuracy.
15. Coordinating any loss control requests from insurance.
16. Providing assistance upon request for development of a loss control program.
17. Providing general assistance in the administration of CFX's program.
18. Providing additional services as may be assigned in writing by CFX in accordance with the Contract and this Scope of Services.


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM  
#18**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 24, 2023

SUBJECT: Approval of Supplemental Agreement No. 2 with Cathedral Corporation  
for Toll Operations Printing and Mailing Services  
Contract No. 001604

---

Board approval of Supplemental Agreement No. 2 with Cathedral Corporation for a not-to-exceed amount of \$17,230,391.87 is requested. The original contract was for five years with one five-year renewal.

The work to be performed includes printing and mailing of E-PASS customer letters, statements, Pay By Plate invoices and Uniform Traffic Citations. The continuous growth in image-based tolling, marketing initiatives, bi-annual increase of USPS mailing costs and overall E-PASS growth have outpaced the original scope outlined in the contract awarded in 2019.

Original Contract	\$15,247,161.13
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	<u>\$17,230,391.87</u>
Total	\$32,477,553.00

This contract is included in the OM&A Budget.

Reviewed by: David Wynne  
David Wynne  
Director of Toll Operations



Jim Greer

**SUPPLEMENTAL AGREEMENT NO. 2**

**TO**

**AGREEMENT FOR TOLL OPERATIONS PRINTING AND MAILING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR TOLL OPERATIONS PRINTING AND MAILING SERVICES (“Supplemental Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 CATHEDRAL CORPORATION, a foreign profit corporation, registered and authorized to do business in the State of Florida, hereinafter called the “CONTRACTOR”.

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for toll operations printing and mailing Services between CFX and the CONTRACTOR, dated December 12, 2019 as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONTRACTOR dated August 18, 2020 (collectively, “Agreement”); and

WHEREAS, CFX elects to add to the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A,” the compensation to be paid to the CONTRACTOR shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONTRACTOR in this Supplemental Agreement.

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

1. The Agreement is hereby amended as follows:
  - a. Postage is adjusted upward by \$11,730,122.31.
  - b. Printing Services is adjusted upward by \$5,500,269.56
  - c. The Total Contract Amount is adjusted upward by \$17,230,391.87 to \$32,477,553.00.
2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

CATHEDRAL CORPORATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Jo O Thacker  
Interim General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Operations Printing and Mailing Services  
Contract No. 001604

This Supplemental Agreement No. 1 is entered into this 18<sup>th</sup> day of August 2020 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and CATHERAL CORPORATION, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated December 12, 2019, for Toll Operations and Mailing Services, (the “Contract”).

1. CFX desires to expand the scope of service to include additional services consisting of data programming updates, print, cut and insert of any form of communication pieces sent to customers. This is not all inclusive of any other form of service that may be required. Contractor shall provide a quote whenever this service is requested.
2. Contractor hereby agrees to the expanded scope of service with no increase in the contract amount and the term of the contract.
3. CFX and the Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract and Supplemental Agreements thereto except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor’s waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.

[SIGNATURES TO FOLLOW]



SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Operations Printing and Mailing Services  
Contract No. 1604

Cost of additional services: \$0.00

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2020.08.31 15:23:18 -04'00'  
Director of Procurement

**CATHEDRAL CORPORATION**

By: Marianne W. Gaige  
Marianne W. Gaige  
Print Name

Title: Chairman and CEO

Witness: Leslie P. Lloyd

Date: 8-24-2020

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this \_\_\_ day of \_\_\_\_\_, 2020 for its exclusive use and reliance.

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez  
Date: 2020.08.31 14:50:35 -04'00'  
Diego "Woody" Rodriguez,  
General Counsel

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
CATHEDRAL CORPORATION**

**TOLL OPERATIONS PRINTING AND MAILING SERVICE**

**CONTRACT NO. 001604**

**CONTRACT DATE: DECEMBER 12, 2019**

**CONTRACT AMOUNT: \$15,247,161.13**

**CONTRACT, SCOPE OF SERVICES, METHOD OF  
COMPENSATION, ADDENDA, PRICE PROPOSAL,  
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,  
ADDENDA, SPECIFICATIONS, TECHNICAL PROPOSAL, PRICE PROPOSAL,  
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**TOLL OPERATIONS PRINTING AND MAILING SERVICE**

**CONTRACT NO. 001604**

**DECEMBER 2019**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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CONTRACT 001604

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**Contract No. 001604**

This Contract is made this 12<sup>th</sup> day of December 2019, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Cathedral Corporation, a foreign profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 6851 TPC Drive, Orlando, FL 32822, hereinafter "the CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; **and**

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do 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 Toll Operations Printing and Mailing Services under Contract No. 001604, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

**WHEREAS**, on or about October 06, 2019, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

**WHEREAS**, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

**1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing revisions to the scope of services as detailed in the Addendum to the Scope of Services attached as Exhibit "A1" and incorporated by reference as though set forth fully herein.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

**2. TERM AND NOTICE**

The initial term of the Contract will be five (5) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be one (5) five-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work

performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.



CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the Initial Contract Term is \$15,247,161.13.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

### **4. AUDIT AND EXAMINATION OF RECORDS**

4.1 Definition of Records:

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

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

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

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

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

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

**5. PUBLIC RECORDS**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.**

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

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

agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

## **6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

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

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

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

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

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

#### **7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES**

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

#### **8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND**

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and

maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VII or higher, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 Business Automobile Liability:

(for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 Professional Liability: ✓

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

8.6 Information Security/Cyber Liability Insurance:

If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (Only applicable for Vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.



Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.7 Commercial Crime Insurance:

If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

8.8 Fiduciary Liability Insurance:

If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR’s obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR’s policies shall be excess insurance, not contributory.



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

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

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

#### 8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract exclusive of the estimated bulk postage rate (Contract Amount - \$12M/5years). The initial term of the bond shall be July 1, 2020 to June 30, 2021. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFRX at least 15 days prior to the expiration of the bond in effect so that 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 is no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

**13. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

**14. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

**15. NOTIFICATION OF CONVICTION OF CRIMES**

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

**16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.



**17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Technical Manager and Project Administrator (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

**18. SUBLETTING AND ASSIGNMENT**

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole,



without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

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

#### **19. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

#### **20. OTHER SEVERABILITY**

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

**21. INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

**22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT**

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

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

**23. GOVERNING LAW AND VENUE**

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of

the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### **24. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

#### **25. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

**26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

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

**27. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

27.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

27.4 Obligations upon expiration or termination of the Contract; and

27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

**28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

**29. INSPECTOR GENERAL**

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

**30. E-VERIFY**

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

**31. APPROPRIATION OF FUNDS**

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

**32. NOTICE TO THE PARTIES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: General Counsel

CONTRACTOR:

CATHEDRAL CORPORATION  
6851 TPC Drive  
Orlando, FL 32822  
ATTN: Lori Foerster

**33. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services  
Exhibit "B" Method of Compensation  
Exhibit "C" Potential Conflict Disclosure Form  
Exhibit "D" Price Proposal

[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 12, 2019.

ACCEPTED AND AGREED TO BY:

CATHEDRAL CORPORATION

By: Marianne W Gargi

Title Chairman & CEO

ATTEST: Kelli P. Lloyd (Seal)

DATE: 12-19-2019



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Bill  
Director of Procurement

Print Name: Aneeth Williams

Date: 3/9/2020

20 JAN 2 4:11:25

Approved as to form and execution for the use and reliance by CFX only.

[Signature]  
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**TOLL OPERATIONS**

**PRINTING & MAILING SERVICES**

**CONTRACT NO. 001604**



**SCOPE OF SERVICES  
TOLL OPERATIONS  
PRINTING AND MAILING SERVICES  
CONTRACT NO. 001604**

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**SCOPE OF SERVICES  
TOLL OPERATIONS  
PRINTING AND MAILING SERVICES  
CONTRACT NO. 001604**

**1.0 DESCRIPTION**

Contractor shall provide daily Printing and Mailing services for the Central Florida Expressway Authority (CFX) that includes E-PASS Statements, Pay by Plate Invoices (PBP), Uniform Traffic Citations (UTC), and various letters or mailings as required. CFX will be responsible for maintaining and updating the master list of all document templates and inserting the required data fields transmitted to the Contractor. This work involves receiving and processing CFX data in electronic format and then printing, inserting and mailing each letter and or document to the corresponding recipient. This list is not considered all-inclusive and other additional printing and mailing projects may be added in the future.

**2.0 GENERAL REQUIREMENTS**

**2.1 General** - The Contractor shall provide all the computers, software, equipment, labor, materials, supplies, support assistance and incidentals necessary including postage costs to provide all the printing and mailing services required by CFX. The Contractor shall be able to provide printing in black and white and color. No CPI adjustments for materials will be made during the duration of the contract.

**2.2 Data Transfer** - The Contractor shall provide an SFTP site which will be used to transfer all data. The SFTP login provided to CFX shall require a password allowing access to a directory available only to CFX and the Contractor. Contractor must be ready to implement data transfer process in one of two methods.

**Web Service:** This implementation requires a Secure Web Service for transfer of documents such as HTTPS with SOAP or REST; REST being the preferred method of interfacing with the Contractor. The Secure Web Service shall accept the following:

- (a) Single PDF for each document type.
- (b) JSON string for any necessary account information, i.e. name, address, etc.

Appropriate responses from the service are expected such as a 200 response from REST or No Error from SOAP indicating a successful transfer. Endpoint shall support single file transfers and batching (Zip File sent or multiple in one request.)

CFX proposes Contractor to build a rest Application Program Interface (API) to handle the outline below:

- CFX would send an address file of all recipients to the API, API would return NCOA processed addresses back.
- CFX would update document addresses received from API and transmit file to Contractor for printing and mailing.
- Contractor sends confirmation the file was printed and mailed.

OR

- Sending each document created by CFX to Contractor for NCOA processing. The request would contain file and document number.
- Contractor returns document and CFX updates recipient's address based on data Contractor receives from NCOA. The request would include document number and new address fields.
- Confirmation document shall be created and mailed based on bad address information received from the NCOA process, request would include document number.

CFX is open to other recommendations if the above options outlined to handle address verification/updates are not suitable.

**File Transfer:** This implementation will use a predefined file format to transfer the data to the Contractor. Files will typically be in XML or Text Delimited format and might be password protected and/or compressed(zipped). Templates provided by CFX will be utilized to merge the data fields and produce the appropriate document. CFX will be responsible for updating all document templates. Contractor shall provide electronically an individual copy of each document file mailed using PDF document type or in a format acceptable by CFX. If data transfer through the SFTP site is not possible due to technical problems, the Contractor must be able to accept data through other means such as compact disc or external/flash drive.

- 2.3 Coding Accuracy Support System (CASS)** - The Contractor shall be Coding Accuracy Support System (CASS) certified or have the capability of CASS-certifying CFX files. All data records received from CFX for all printing must be run through this process. The CASS process is necessary to meet the U.S. Postal service's requirements for automated postage discounts. The Contractor shall take the address information for each data record and process it through this program. The program shall standardize and update the street information, city, state, and zip code to match the Post Office's national database of address information. The program shall also append the +4 digits to the end of the zip code and create the POSTNET barcode required by the Post Office. All the data records shall be sorted into the correct station order for the Post Office. The Contractor shall provide CASS certification for each mailing.

- 2.4 National Change of Address (NCOA)** - The Contractor shall process all data records through the NCOA database to ensure the presorted mailing meets the USPS Move Update Requirements. Data records that are identified as Undeliverable or Bad Address shall be made available to CFX IT in an acceptable format. CFX shall update the document with the correct address and resend the record to the Contractor for final processing. **Postage** - The Contractor is responsible for invoicing postage for E-PASS and VES. Cost break down and mail piece amount for the postage associated to the data record file is also to be provided. CFX may add other postage accounts as deemed necessary. The Contractor shall invoice CFX the prior month's amount of postage including quantities used for each document type as part of the monthly invoice. Total combined postage currently amounts to \$2,340,000 for fiscal year period July 1, 2018 – June 30, 2019. This amount is specific to E-PASS statements, E-PASS letters, Violation Enforcement Section Final Notices, PBP Invoices and Uniform Traffic Citations. The respective postage amounts for the various categories shall be invoiced according to document type.

Disclaimer: CFX may elect to fund separately postage accounts for E-PASS and VES. This would also require Contractor to manage and track separately both accounts.

- 2.5 Mail Out Requirements** - Contractor shall print, insert and make direct delivery of mail pieces to the U.S. Post Office by the next business day or within 24 hours after receipt of data from CFX. All E-PASS statements and E-PASS mail pieces shall have "Return Service Requested" printed on the envelope and not interfere with the bar code read zone. **Return Service Requested** instructs the USPS that if a piece of mail cannot be delivered as addressed, the piece is to be **returned**, free of charge, to the sender, with the new address or an explanation of the reason for non-delivery attached to it, regardless of whether a change of address order is on file for the recipient.
- 2.6 Laser Printing** - The Contractor shall provide quality laser printing of single and multiple page statements for E-PASS customer accounts, letters and for other specialty requests. Average statement consists of two to three pages. Multiple page statement varies and can be several hundred pages.
- 2.7 Intelligent Insert** - Contractor shall perform multiple and selective inserts using "intelligent" inserters. The Contractor shall also electronically insert statement pages, handle multiple page statements mixed-in with single page statements; handle "No Mail" statements, and "heavies", or multiple pages that do not fit into a standard #10 envelope. A heavy account is anything that does not fit a #10 envelope and over four ounces. Heavy accounts are mailed in a closed face envelope with an address label applied.

**2.8 PDFs** - For the Web Service data transfer method, CFX will provide the Contractor with PDFs of each document that is to be mailed and printed. The Contractor will repurpose the PDF and place a two-dimensional bar code symbol as a form of secondary identification for each document. A proof for the placement of the two-dimensional bar code symbol shall be approved by CFX. For the File Transfer method of data transfer, the Contractor shall provide daily to the CFX IT department a PDF of each document mailed in an acceptable format approved by CFX.

**2.9 Templates** - CFX is responsible for storing historical archives of all templates including changes that are printed and mailed except for envelope samples that are to be supplied by the Contractor. Sample package of all documents currently in production provided as **Exhibit A**.

### **2.10 Software and Database**

**2.10.1** Software developed by the Contractor and paid for by CFX remains Authority property. The Contractor shall provide CFX with working copies of the programs, and the programs shall be turned over to CFX in working order upon request.

**2.10.2** Data provided to the Contractor by CFX is not to be shared, sold, or otherwise used for any purposes other than those specified in the agreement. Databases developed or refined by the Contractor using CFX data remain the property of CFX and can only be used with CFX's authorization and only on CFX's project.

**2.10.3** The Database file, at end of Project, termination of Contract, or other times, shall be turned over to CFX in total upon request and deleted from the Contractor's computer upon request. The request will be in writing from CFX designated Contract Manager.

## **3.0 E-PASS STATEMENTS**

**3.1 E-PASS Statement Files** - The Contractor shall receive monthly data containing one record per E-PASS account for the statement processing. Statement data is sent all at the same time and currently averaging at 14,000 accounts. A separate data transfer is used for customer discounts that are inserted with the statement.

\* This may be modified in the future to a daily process.

### **3.2 Other requirements**

**3.2.1 Database Maintenance** - Provide Database maintenance including merge/purge; append postal zip + 4, destination point bar coding.

### 3.3 Production

**3.3.1** Adapt print format for high speed printing, simplex and duplex formats. Simplex print format will consist of static information and variable data. Duplex format will contain variable data on each side of the print sheet.

**3.3.2** Maintain throughput capability of at least 48,000 for multiple page statements per hour with growth on existing equipment of up to 70,000 per distribution hour.

**3.3.3** Provide both form and data proofs prior to production, if requested.

## 4.0 SPECIAL PRINTING and MAILING

The Contractor shall provide special printing and mailing services, as required, to assist CFX in the preparation and distribution of special notices, newsletters, and other printed materials, i.e. postcards. All mail pieces shall have "Return Service Requested" printed on the envelope.

**4.1 Mailing List** - As part of the special services to be provided, the Contractor shall maintain a mailing list of the names and addresses of persons whom mailing are sent.

**4.2 Special Printing** - Special printing services shall be provided by the Contractor to CFX on an as-needed basis and include laser printing of names and addresses from the mailing list to individual mail pieces; laser printing on heat resistant laser ink letterhead which may be provided by CFX; or other laser printing of miscellaneous documents. Any special programming, folding, inserting, tabbing, sealing, metering or sorting of the special printing shall be invoiced to and paid for by the respective CFX department at the unit prices established in the Contract and invoiced as such.

**4.3 Special Mailing** - Special mailing services shall be provided by the Contractor to CFX on an as needed basis, and may include folding, inserting, metering, sealing and sorting of other preprinted materials which may be provided by CFX. The work activities associated with the special mailing services as described herein shall be invoiced to and paid for by the respective CFX department at the unit rates established for the various work activities in the Contract and invoiced as such.

**4.4 Special Postage** - The Contractor is responsible for invoicing and managing a separate postage account for Special CFX Printing and Mailing unrelated to the E-PASS and VES postage accounts. The Contractor is also to provide the cost

break down and mail piece amount with the postage associated to the data record file and shall be invoiced separately to the respective CFX department.

## 5.0 UNIFORM TRAFFIC CITATION (UTC) PROCESS

CFX will transmit electronically daily Violation Enforcement data to the Contractor for printing and processing. The Contractor shall process all records for address verification. If the address is "Undeliverable or Bad", Contractor shall mail the UTC's at full rate to the address CFX has provided. CFX request that Contractor mail all UTC's received daily. CFX has a legal obligation to attempt to deliver the citations and provides proof of the attempt. The Contractor shall print the UTC with the imbedded data transmitted.

The Contractor shall print, insert and mail the UTC in letter form in a Standard window envelope, which will also include a return address envelope. For all VES mailings, USPS endorsement of "Forwarding Service Requested" is to be printed on the envelope. The Contractor shall process the UTC document with the next business day of the issuance of the UTC. Volume per month is expected to increase to 6,000 – 7,000. Contractor shall print and mail a UTC for each record in the Violator file. The UTC shall be printed on standard paper with CFX logo in black and white and mailed in a window envelope. **Contractor shall mail UTCs to violators via first-class mail including addresses identified as bad within 24 hours of receiving the Violator file.** Refer to pricing sheet for material type requirements.

## 6.0 PAY BY PLATE INVOICES (PBP)

CFX will transmit data electronically daily to the Contractor for printing and processing. Contractor will transmit address verification results to CFX including Undeliverable/Bad Addresses which will be updated and resent to Contractor for processing of data identifying the recipients to whom an invoice should be sent.

The scope of work involves receiving and processing data in electronic format (PDF) and processing the data and image into the letter format required by CFX. The Contractor shall print, insert and mail the PBP in letter form in a Standard window envelope which will also include a Standard return address envelope. Letter form shall be perforated above the remittance section of the letter. PBP invoices including Final Notices requires an USPS endorsement of "Forwarding Service Requested" on the envelope. Refer to pricing sheet for envelope type requirements.

The Contractor shall process the PBP data and mail the letter with a perforation on the bottom portion, in the required format, within one business day, from the date of receipt and shall be postmarked and delivered to the Post Office no later than the next business day.

## 7.0 LETTERS

CFX will transmit data electronically daily to the Contractor for printing and processing. Contractor will transmit address verification results to CFX including Undeliverable/Bad Addresses which will be updated and resent to Contractor for processing of file.

The scope of work involves receiving and processing E-PASS and Violation Enforcement data in electronic format and processing the letter format required by CFX. The Contractor shall print, insert and mail the letters. Letter form shall be perforated above the remittance section for any letter that requires submission.

**7.1 Letter Types** - The scope of work includes letters for E-PASS and VES. The following letters may be perforated where applicable and are printed and mailed daily, weekly, monthly or as needed.

- E-PASS Reclaimed Revenue - Daily
- E-PASS Credit Card Expiration (Perforated) - Monthly
- E-PASS Auto-Replenishment (Perforated) - Daily
- E-PASS Image Toll - Monthly
- VES Final Notice (Perforated) - Daily

## 7.2 Paper and Envelope Standards

- **Paper**

**E-PASS** - Standard white paper with a black and white logo.

**Central Florida Expressway Authority (CFX)** - Standard white paper with a black and white logo.

- **Envelopes**

**E-PASS** - Standard envelope, one window on left hand side, with black and white logo and return address.

**Central Florida Expressway Authority (CFX)** - Standard envelope, one window on left hand side, with black and white logo and return address.

**Central Florida Expressway Authority (CFX)** - Standard Return Address envelope.

Refer to Toll Operations Printing and Mailing Services Pricing Sheet for full description of material type requirements.



### **7.3 Production**

- 7.3.1** Adapt print format for high-speed printing, simplex and duplex formats. Maintain throughput capability of at least 4,000 letters per hour with growth on existing equipment of up to 7,000 per distribution hour.
- 7.3.2** Contractor shall provide daily CFX's IT department via an approved and acceptable format of all undeliverable statements and letters processed through NCOA with bad addresses for proper handling.

### **8.0 OPERATIONS PLAN**

The Contractor shall submit as part of the RFP an Operations Plan that addresses Quality Assurance (QA) and Standard Operating Procedures on how the services required will be provided and maintained. The plan, at a minimum, shall address how the Contractor will perform and provide the required services including how the Contractor will assure security of CFX data. The plan shall be updated as needed and show the personnel, computers, software, printing related equipment, facilities, and other support items needed for completion of the work.

### **9.0 TRANSITION**

The Transition period shall commence upon Board approval and award. Contractor should work expeditiously to identify and resolve any potential concerns between Contractor and CFX prior to the effective contract date of July 1, 2020.

Prior to the start of the contract the Contractor shall attend weekly scheduled Transition meetings to discuss technical requirements, invoicing requirements, backup documentation requirement including reports and new/future action items. Meetings will be held at the CFX headquarters with CFX and Contractor's designees.

Through the terms of the contract, Contractor shall track and advise CFX on the amount of material available and that will be reordered. To avoid a surplus of material, any required purchase for materials during the last year of the contract will require CFX approval. The Contractor shall also submit annually templates of each type of envelope in use for any required revisions. At the end of the contract, any remaining material may be transferred to and accepted by the new Contractor. Unused amount of materials may be invoiced at cost when the material was purchased plus overhead by existing Contractor. CFX will submit authorization to dispose of any unused material by the Contractor if the amount of the material is minimal.

### **10.0 CONTINGENCY PLAN**

The Contractor shall submit as part of the RFP a Contingency Plan for ensuring continued production if equipment and facility is not functional. The plan shall list all

redundant capabilities, e.g., more than one printer, more than one intelligent inserter. The plan shall also address disaster recovery for fire, flood, hurricane or other damage to production facilities, and utility services failure. Contractor shall inform CFX if their systems are breached and if CFX data is compromised or accessed without authorization. The Contingency Plan shall be updated on an annual basis and provided to CFX.

## **11.0 IN-HOUSE FACILITY**

All printing, mail processing, inserting, sorting, packaging of mail, and affixing of postage shall be handled by the Contractor "in-house" and no part shall be subcontracted. The Contractor's production facilities shall be located within a 35-mile radius of the CFX Headquarters Building. This requirement is necessary to ensure that if there is a technical problem with the delivery of a time sensitive electronic file, the file can be copied to a compact disc or flash drive and immediately hand delivered in a timely manner to the Contractor's facility. CFX reserves the right to inspect the Contractor's facilities, at any time, upon 24 hours prior notice to the Contractor.

## **12.0 REPORTS**

The Contractor shall provide production reports for each component invoiced with the postage amount used for the month. The reports shall support the invoice issued by the Contractor and provide detailed and summary data.

It is the financial responsibility of the Contractor to provide accurate invoices and accompanying reports for processing. CFX shall not be held accountable for any financial billing discrepancies identified after an invoice is processed.

Reports required shall be formatted in a Microsoft Word and or Excel format, and CFX shall be given a hard copy, if desired or an electronic copy of each to the respective department(s). The reports issued by the Contractor shall provide detailed and summary data to the Contract Manager or designee.

### **12.1 E-PASS Statement – Manager, E-PASS & Plaza Operations**

Print job shall be categorized by document type and date submitted. The production reports shall also identify all exceptions where a letter failed to print or mail, with an explanation for the exception and is to be transmitted electronically.

### **12.2 Uniform Traffic Citations, Pay By Plate, Pay By Plate Final Notice – Manager, E-PASS & Plaza Operations and VES Manager**

Print jobs shall be categorized by document type, date order and submitted daily. The production reports shall also identify all exceptions where a letter

failed to print or mail, with an explanation for the exception and is to be transmitted electronically daily.

**12.3 E-PASS Letters – Manager, E-PASS & Plaza Operations**

Print jobs shall be categorized by letter type, date order and submitted daily. The production reports shall also identify all exceptions where a letter failed to print or mail, with an explanation for the exception and is to be transmitted electronically daily.

**12.4 E-PASS and VES Postage – Manager, E-PASS & Plaza Operations and VES Manager**

With submission of invoice, postage report shall identify monthly amount used. Also included as part of the report is the daily or monthly USPS postage statement for first class mail that lists the number of pieces, rate and postage affixed.

**13.0 TRANSMITTAL TO CFX**

Daily the Contractor shall send immediate confirmation for each file receipt and electronically send a final transmittal to CFX that lists the amount of each file transmittal printed and mailed. Transmittal shall also be electronically mailed to a distribution group at E-PASS which will be provided at the beginning of the project.

**14.0 ADDITIONAL SERVICES**

Additional services outside the scope of the Contract shall be negotiated and the resulting compensation for such services shall be implemented by a formal written agreement from CFX in accordance with the Contract. Such work shall not be performed or paid for until executed by CFX and the Contractor. Contractor agrees to assist CFX with Special Request or as needed for any audit activities conducted by internal/external auditors.

**15.0 DISCLAIMER – NO GUARANTEE**

Scope of Work outlined is not guaranteed and may be modified from time to time. CFX does not guarantee that all 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 Authority staff.


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM  
#19**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 24, 2023

SUBJECT: Approval of Purchase Order to SHI International Corporation for Microsoft Office 365, Windows Server and Database Licenses

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Board approval is requested to issue a purchase order to SHI International Corporation in a not-to-exceed amount of \$281,441.70 for Microsoft Office 365, Microsoft Windows Server and Microsoft SQL Server Database Licenses. This is a cooperative (piggyback) procurement based on Sourcewell Technology (which is a cooperative purchasing organization for the public sector) - Catalog Solutions Contract #081419-SHI, which will allow CFX to take advantage of the competitive rate already negotiated with Sourcewell.

This purchase covers CFX's Microsoft Office administrative software and operations systems.

This purchase is included in the OM&A Budget.

Reviewed by:   
\_\_\_\_\_  
Rafael Millan  
Director of IT


  
\_\_\_\_\_  
Jim Greer

**CONSENT AGENDA ITEM  
#20**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 24, 2023

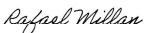
SUBJECT: Approval of Purchase Order to SHI International Corporation for Striim Software and Support Services


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Board approval is requested to issue a purchase order to SHI International Corp. in a not-to-exceed amount of \$55,965.84 for Striim software and support services. This will be a cooperative (piggyback) procurement based on the current Omnia Partners (which is a cooperative purchasing organization for the public sector) – IT Solutions Contract #2018011-02, which will allow CFX to take advantage of the competitive rate already negotiated with Omnia Partners.

This product is being used for the Toll Operations software supporting E-PASS.

This purchase is included in the OM&A Budget.

Reviewed by:   
\_\_\_\_\_  
Rafael Millan  
Director of IT

  
\_\_\_\_\_  
Jim Greer


**CONSENT AGENDA ITEM  
#21**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 11, 2023

SUBJECT: Approval of Supplemental Agreement No. 1 with Adam Ayed Enterprises LLC  
dba AATR Orlando for Incident Relocation and Clearance Services  
Contract No. 001881

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Board approval of Supplemental Agreement No. 1 with Adam Ayed Enterprises LLC dba AATR Orlando for a not-to-exceed amount of \$90,000.00 is requested. The original contract was for three years with two one-year renewals.


The work to be performed includes providing incident relocation and clearance services.

Original Contract	\$ 30,000.00
Additional Funds	\$ 15,000.00
Supplemental Agreement No. 1	<u>\$ 90,000.00</u>
Total	\$135,000.00

This contract is included in the OM&A Budget.

Reviewed by:

  
Bryan Homayouni, PE  
Director of Intelligent Transportation Systems

  
Glenn Pressimone, PE

**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO**  
**COOPERATIVE PURCHASE AGREEMENT**  
**FOR**  
**INCIDENT RELOCATION AND CLEARANCE SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO COOPERATIVE PURCHASE AGREEMENT FOR INCIDENT RELOCATION AND CLEARANCE SERVICES (“Supplemental Agreement”) is made and entered into this 14th day of September 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and ADAM AYED ENTERPRISES LLC dba AATR ORLANDO, a Florida Limited Liability Company, hereinafter called the “CONTRACTOR”.

WHEREAS, CFX and CONTRACTOR entered into that certain Cooperative Purchase Agreement for incident relocation and clearance services between CFX and the CONTRACTOR, dated January 4, 2022 and

WHEREAS, CFX elects to add additional funds to the Cooperative Purchase Agreement to compensate for services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”.

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

1. The Cooperative Purchase Agreement is hereby amended as follows:
  - a. The Total Contract Amount is adjusted upward by \$90,000.00 to \$135,000.00.
2. All provisions of said Cooperative Purchase 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.

[Signatures to follow]

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

ADAM AYED ENTERPRISES LLC  
dba AATR ORLANDO

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Jo O Thacker  
Interim General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
COOPERATIVE PURCHASE AGREEMENT  
CONTRACT NO. 001881**

**THIS COOPERATIVE PURCHASE AGREEMENT CONTRACT NO. 001881** (“Agreement”) is made this 4<sup>th</sup> day of January 2022, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”) and **ADAM AYED ENTERPRISES LLC dba AATR ORLANDO**, a Florida Limited Liability Company, who is registered to do business in the State of Florida, whose address is 9712 Recycle Center Road, Orlando, Florida 32824 (“Contractor”). CFX and Contractor shall be referred to herein individually as “Party” or collectively as “Parties.”

**WITNESSETH:**

**WHEREAS**, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (“CFX Act”) to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business; and

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m), Florida Statutes, “to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);” and

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of Contractor to provide Incident Relocation and Clearance Services for CFX; and

**WHEREAS**, on or about June 15, 2021, the Contractor entered into that certain Contract No. 8BEB96 with the State of Florida, Department of Management Services (“Department”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, for Incident Relocation and Clearance Services for District Five (“Department Contract”); and

**WHEREAS**, the Department Contract between the Contractor and Department was procured through a competitive bidding process, which process is substantially similar to those

required by CFX, and included a Request for Proposals DOT-RFP-21-5001-IRCS and sealed proposals from other contractors; and

**WHEREAS**, competitive bids seeking qualified contractors to perform Incident Relocation and Clearance Services on behalf of CFX was not required because the Contractor has the existing Department Contract, which was awarded through a competitive bidding process, for the same Incident Relocation and Clearance Services to be provided hereunder, and CFX has decided to contract with Contractor for the performance of Incident Relocation and Clearance Services described herein under the same conditions previously negotiated by the Department; and

**WHEREAS**, the Contractor agrees to provide Incident Relocation and Clearance Services under substantially the same terms and conditions as included in the Department Contract subject to the additional terms and conditions detailed below.

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. **Recitals and Definitions.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Department Contract.

2. **Adoption of the Department Contract.** The Parties adopt all of the Department Contract by reference as though specifically set forth herein, subject to the following substitutions or revisions:

a. All references to “Department” “State of Florida” shall be replaced with “Central Florida Expressway Authority” or “CFX”.

b. CFX’s representative/liaison during the performance of this Agreement shall be Bryan Homayouni, Manager of Traffic Operations.

c. Section 2 of the Department Contract and Section 11 of Exhibit “A” of the Department Contract – The Term of the contract, shall be amended and replaced with the following:

The Agreement shall become effective on January 4, 2022, unless earlier terminated as provided for herein, shall run for a term of three (3) years (“Initial Term”), with two (2) one (1) year renewals (“Renewal Term”) by mutual agreement of the Parties, at the same prices, terms, and conditions. If a renewal option is exercised, CFX will provide Contractor with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Term (“CFX



Renewal Deadline”), which written notice shall be signed by the Contractor. The Initial Term and any Renewal Term shall be collectively referred to herein as the “Term”.

- d. Section 3G of the Contract and Section 17 of Exhibit “A” – Transaction Fees of the Department contract shall be deleted.
- c. Section 3 H – Ombudsman of the Department contract shall be deleted.
- f. Sections 13 - 18 – of the Additional Special Contract Conditions shall be deleted.
- g. Section 7 of the Scope of Services – Recovery Areas shall be replaced with Exhibit “C”
- h. The certificate holder for insurance purposes shall be listed as follows:

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

- i. All notices required of the Department Contract shall be sent to CFX at the following address:

Central Florida Expressway Authority  
c/o General Counsel  
4974 ORL Tower Road  
Orlando, Florida 32807

- j. All notices required pursuant to Section 5 of the Department Contract shall be sent to CFX at the following address:

Director of Records Management  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807  
407-690-5366  
[PublicRecords@cfxway.com](mailto:PublicRecords@cfxway.com)

- k. All invoices shall be sent to CFX at the following email address:  
[Billing@CFXWay.com](mailto:Billing@CFXWay.com).

3. **Services.** The Contractor shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary

to perform this Agreement in the manner and to the full extent as required by CFX (“Services”). The Services to be included under this Agreement shall include the services more specifically set forth in Exhibit “A” to the Department Contract.

4. **Contract Amount and Compensation for Services.** Compensation shall be in accordance with the pricing sheet attached to the Department Contract and shall be paid in accordance with the terms of this Agreement and CFX’s Procurement Policy. The following rates set forth in the pricing sheet attached to the Department Contract – Exhibit F. The contract amount is \$30,000.00 for the initial term.

5. **Conflict of Interest.** As required by Section 348.753, Florida Statutes, and CFX’s Code of Ethics, Contractor agrees to complete CFX’s Potential Conflict Disclosure Form prior to the execution of this Agreement, upon the occurrence of an event that requires disclosure, and annually, not later than July 1, or such date as determined by CFX. The Potential Conflict Disclosure Form is attached as **Exhibit “B”**.

*[SIGNATURE PAGES TO FOLLOW]*




IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the Parties effective as of the date written above.

**“CONTRACTOR”**

**ADAM AYED ENTERPRISES LLC**

**dba AATR ORLANDO**

By:   
Print Name: Adam K. Ayed  
Title: Mgr  
Date: January 6, 2022

**“CFX”**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2022.01.19 14:14:45 -05'00'  
Aneth Williams, Director of Procurement  
Date: \_\_\_\_\_

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

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez  
Date: 2022.01.19 11:58:17 -05'00'

Diego “Woody” Rodriguez  
General Counsel

**Exhibits**

**Exhibit “A” - Department Contract**

**Exhibit “B” - CFX Conflict Disclosure Form**

**Exhibit “C” – Contractor’s Areas of Coverage**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

Agreement No. BEB77  
 Financial Project I.D. 410957-3-82-01, 410957-3-82-02  
 F.E.I.D. No.: 20-8250638 002  
 Appropriation Bill Number(s)/Line Item Number(s) for 1st year of  
 contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_  
(required for contracts in excess of \$5 million)  
 Procurement No.: DOT-RFP-21-5014-IRCS  
 DMS Catalog Class No.: 78141505

BY THIS AGREEMENT, made and entered into on 6/15/2021 | 10:51 AM EDT by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Adam Ayed Enterprises LLC DBA AATR Orlando, of 9712 Recycle Center Road, Orlando, Florida 32824 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Incident Relocation and Clearance Services for District Five, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof, and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. 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 subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.



Reference herein to the Director shall mean the  
Director of Transportation Operations

## 2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or one year from date of contract execution, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence upon contract execution and shall be completed by one year from contract execution or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by \_\_\_\_\_ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

## 3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the



funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any



such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**PAYMENT FOR CLAIMS:** The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$300,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$\_\_\_\_\_.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.**

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract.

Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:
- (1) Keep and maintain public records required by the Department to perform the service.
  - (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
  - (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation

District 5 - Office of General Counsel

719 South Woodland Boulevard

Deland, FL 32720

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.



- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
  - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.



- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor 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, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B. Select the appropriate box:
- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:



- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT  
2475 Apalachee Pkwy  
Tallahassee, Florida 32301-4946  
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:  
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises  
12425 - 28th Street, North  
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

## 8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. 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.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall

be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- E This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and
  3. shall adhere to requirements in section 448.095, Florida Statutes.
- K Time is of the essence as to each and every obligation under this Agreement.
- L The following attachments are incorporated and made a part of this agreement:  
Exhibit "A" Scope of Services  
Exhibit "B" Method of Compensation  
Exhibit "C" Blank Invoice Form  
Appendix A Open Roads Policy  
Appendix B RISC Events  
Appendix C RISC Equipment  
Appendix D Safe Tow  
Appendix E Spill Mitigation Guidelines  
Appendix F&G Disbursement and Certification
- M Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Adam Ayed Enterprises LLC DBA AATR Orlando  
Name of Vendor

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

DS  
9/1

DocuSigned by:  
BY: Adam Ayed  
Authorized Signature  
464F52E14B3048E...  
Adam Ayed  
(Print/Type)  
Title: Manager

DocuSigned by:  
BY: John Hatfield, P.E.  
Authorized Signature  
F4BB33FF347D42B...  
for John E. Tyler, P.E.  
(Print/Type)  
Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

DS  
JF

APPROVED:

LEGAL REVIEW

DocuSigned by:  
Michelle Sloan  
Procurement Office  
59C460F18632...

DocuSigned by:  
Ryan Maples  
A5148259631D422...




**CONSENT AGENDA ITEM  
#22**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 11, 2023

SUBJECT: Approval of Supplemental Agreement No. 1 with Johnson's Wrecker Service, Inc. for Incident Relocation and Clearance Services  
Contract No. 001882

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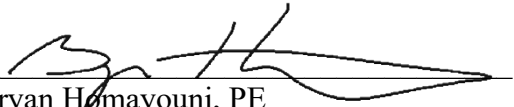
Board approval of Supplemental Agreement No. 1 with Johnson's Wrecker Service, Inc for a not-to-exceed amount of \$90,000.00 is requested. The original contract was for three years with two one-year renewals.

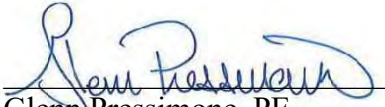
The work to be performed includes providing incident relocation and clearance services .

Original Contract	\$ 30,000.00
Supplemental Agreement No. 1	\$ 90,000.00
Total	<u>\$120,000.00</u>

This contract is included in the OM&A Budget.

Reviewed by:

  
Bryan H. H. H. H., PE  
Director of Intelligent Transportation Systems

  
Glenn Pressimone, PE

**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO**  
**COOPERATIVE PURCHASE AGREEMENT**  
**FOR**  
**INCIDENT RELOCATION & CLEARANCE SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO COOPERATIVE PURCHASE AGREEMENT FOR INCIDENT RELOCATION & CLEARANCE SERVICES (“Supplemental Agreement”) is made and entered into this 14th day of September 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Johnson’s Wrecker Service, Inc., a Florida Profit Corporation hereinafter called the “CONTRACTOR”.

WHEREAS, CFX and CONTRACTOR entered into that certain Cooperative Purchase Agreement for incident relocation and clearance services between CFX and the CONTRACTOR, dated January 4, 2022 and

WHEREAS, CFX elects to add additional funds to the Cooperative Purchase Agreement to compensate for services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”.

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

1. The Cooperative Purchase Agreement is hereby amended as follows:
  - a. The Total Maximum Limiting Amount is adjusted upward by \$90,000.00 to \$120,000.00.
2. All provisions of said Cooperative Purchase 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.

[Signatures to follow]

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

JOHNSON’S WRECKER SERVICE, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Jo O Thacker  
Interim General Counsel



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**COOPERATIVE PURCHASE AGREEMENT**  
**CONTRACT NO. 001882**

**THIS COOPERATIVE PURCHASE AGREEMENT CONTRACT NO. 001882** (“Agreement”) is made this 4<sup>th</sup> day of January 2022, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”) and **JOHNSON’S WRECKER SERVICE, INC.**, a Florida Profit Corporation, who is registered to do business in the State of Florida, whose address is 580 Wilmer Avenue, Orlando, Florida 32808 (“Contractor”). CFX and Contractor shall be referred to herein individually as “Party” or collectively as “Parties.”

**WITNESSETH:**

**WHEREAS**, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (“CFX Act”) to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business; and

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m), Florida Statutes, “to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);” and

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of Contractor to provide Incident Relocation and Clearance Services for CFX; and

**WHEREAS**, on or about June 22, 2021, the Contractor entered into that certain Contract No. 8BEB96 with the State of Florida, Department of Management Services (“Department”), a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference, for Incident Relocation and Clearance Services for District Five (“Department Contract”); and

**WHEREAS**, the Department Contract between the Contractor and Department was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included a Request for Proposals DOT-RFP-21-5001-IRCS and sealed proposals from other contractors; and

**WHEREAS**, competitive bids seeking qualified contractors to perform Incident Relocation and Clearance Services on behalf of CFX was not required because the Contractor has the existing Department Contract, which was awarded through a competitive bidding process, for the same Incident Relocation and Clearance Services to be provided hereunder, and CFX has decided to contract with Contractor for the performance of Incident Relocation and Clearance Services described herein under the same conditions previously negotiated by the Department; and

**WHEREAS**, the Contractor agrees to provide Incident Relocation and Clearance Services under substantially the same terms and conditions as included in the Department Contract subject to the additional terms and conditions detailed below.

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. **Recitals and Definitions.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Department Contract.

2. **Adoption of the Department Contract.** The Parties adopt all of the Department Contract by reference as though specifically set forth herein, subject to the following substitutions or revisions:

a. All references to “Department” “State of Florida” shall be replaced with “Central Florida Expressway Authority” or “CFX”.

b. CFX’s representative/liason during the performance of this Agreement shall be Bryan Homayouni, Manager of Traffic Operations.

c. Section 2 of the Department Contract and Section 11 of Exhibit “A” of the Department Contract – The Term of the contract, shall be amended and replaced with the following:

The Agreement shall become effective on January 4, 2022, unless earlier terminated as provided for herein, shall run for a term of three (3) years (“Initial Term”), with two (2) one (1) year renewals (“Renewal Term”) by mutual agreement of the Parties, at the same prices, terms, and conditions. If a renewal option is exercised, CFX will provide Contractor with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Term (“CFX Renewal Deadline”), which written notice shall be signed by the Contractor. The Initial Term and any Renewal Term shall be collectively referred to herein as the “Term”.

- d. Section 3G of the Contract and Section 17 of Exhibit “A” – Transaction Fees of the Department contract shall be deleted.
- e. Section 3 H – Ombudsman of the Department contract shall be deleted.
- f. Sections 13 - 18 – of the Additional Special Contract Conditions shall be deleted.
- g. Section 7 of the Scope of Services – Recovery Areas shall be replaced with Exhibit “C”

- h. The certificate holder for insurance purposes shall be listed as follows:

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

- i. All notices required of the Department Contract shall be sent to CFX at the following address:

Central Florida Expressway Authority  
c/o General Counsel  
4974 ORL Tower Road  
Orlando, Florida 32807

- j. All notices required pursuant to Section 5 of the Department Contract shall be sent to CFX at the following address:

Director of Records Management  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807  
407-690-5366  
[PublicRecords@cfxway.com](mailto:PublicRecords@cfxway.com)

- k. All invoices shall be sent to CFX at the following email address:  
[Billing@CFXWay.com](mailto:Billing@CFXWay.com).

3. **Services.** The Contractor shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as required by CFX (“Services”). The Services to be included under this Agreement shall include the services more specifically set forth in Exhibit “A” to the Department Contract.

4. **Contract Amount and Compensation for Services.** Compensation shall be in accordance with the pricing sheet attached to the Department Contract and shall be paid in accordance with the terms of this Agreement and CFX's Procurement Policy. The following rates set forth in the pricing sheet attached to the Department Contract – Exhibit F. The contract amount is \$30,000.00 for the initial term.

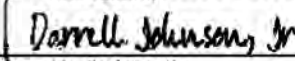
5. **Conflict of Interest.** As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, Contractor agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of this Agreement, upon the occurrence of an event that requires disclosure, and annually, not later than July 1, or such date as determined by CFX. The Potential Conflict Disclosure Form is attached as **Exhibit "B"**.

*[SIGNATURE PAGES TO FOLLOW]*

**IN WITNESS WHEREOF**, the authorized signatures named below have executed this Agreement on behalf of the Parties effective as of the date written above.

**“CONTRACTOR”**

**JOHNSON’S WRECKER SERVICES, INC.**

By: 

Print Name: Darrell Johnson, Jr

Title: VP

Date: 2/1/2022 | 7:29 AM PST

**“CFX”**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2022.05.10 09:22:15 -04'00'

Aneth Williams, Director of Procurement

Date: \_\_\_\_\_

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly  
Date: 2022.05.09 16:40:02 -04'00'

Diego “Woody” Rodriguez  
General Counsel

**Exhibits**

- Exhibit “A” - Department Contract**
- Exhibit “B” - CFX Conflict Disclosure Form**
- Exhibit “C” – Contractor’s Areas of Coverage**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

Agreement No.	<u>BEB96</u>
Financial Project I.D.	<u>410957-3-82-01, 410957-3-82-02</u>
F.E.I.D. No.:	<u>59-1635639001</u>
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:	<u><small>(required for contracts in excess of \$5 million)</small></u>
Procurement No.:	<u>DOT-RFP-21-5014-IRCS</u>
DMS Catalog Class No.:	<u>78141505</u>

BY THIS AGREEMENT, made and entered into on 6/22/2021 | 3:58 PM EDT by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Johnson's Wrecker Service, Inc., of 580 Wilmer Avenue, Orlando, Florida 32808 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Incident Relocation and Clearance Services for District Five, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. 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 subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the  
Director of Transportation Operations

## 2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or one year from date of contract execution, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- Services shall commence upon contract execution and shall be completed by one year from contract execution or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by \_\_\_\_\_ or date of termination, whichever occurs first.
- Other: See Exhibit "A"
- B. RENEWALS (Select appropriate box):
- This Agreement may not be renewed.
- This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

## 3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the

funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any



such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**PAYMENT FOR CLAIMS:** The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$300,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$\_\_\_\_\_.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.**

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract.

Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:
- (1) Keep and maintain public records required by the Department to perform the service.
  - (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
  - (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation

District 5 - Office of General Counsel

719 South Woodland Boulevard

Deland, FL 32720

- B The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
  - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.

- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

## 6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor 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, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

## 7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B. Select the appropriate box:
  - The following provision is not applicable to this Agreement:
  - The following provision is hereby incorporated in and made a part of this Agreement:

- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT  
2475 Apalachee Pkwy  
Tallahassee, Florida 32301-4946  
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement: It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises  
12425 - 28th Street, North  
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. 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.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall

be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and
  3. shall adhere to requirements in section 448.095, Florida Statutes.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:  
Exhibit "A" Scope of Services  
Exhibit "B" Method of Compensation  
Exhibit "C" Blank Invoice Form  
Appendix A Open Roads Policy  
Appendix B RISC Events  
Appendix C RISC Equipment  
Appendix D Safe Tow  
Appendix E Spill Mitigation Guidelines  
Appendix F&G Disbursement and Certification
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Johnson's Wrecker Service, Inc. \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

DS  
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Name of Vendor

DocuSigned by:

BY: Darrell Johnson, Jr. \_\_\_\_\_

DocuSigned by:

BY: John Hatfield, P.E. \_\_\_\_\_

Authorized Signature

Authorized Signature

Darrell Johnson, Jr.

for John E. Tyler, P.E. \_\_\_\_\_

(Print/Type)

(Print/Type)

Title: VP \_\_\_\_\_

Title: Director of Transportation Operations \_\_\_\_\_

FOR DEPARTMENT USE ONLY

DS  
JF

APPROVED:

DocuSigned by:

Michelle Sloan \_\_\_\_\_

Procurement Office

LEGAL REVIEW

DocuSigned by:

Juan Malher \_\_\_\_\_

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## EXHIBIT "A"

### SCOPE OF SERVICES

#### INCIDENT RELOCATION AND CLEARANCE SERVICES (IRCS)

#### FLORIDA DEPARTMENT OF TRANSPORTATION – DISTRICT FIVE

### 1. PROJECT OBJECTIVE

1.1 The Florida Department of Transportation, District 5 (hereinafter referred to as the "District" or "Department") has implemented the "Open Roads Policy" attached hereto as Appendix "A" for quick Clearance for safety and mobility to make travel in Florida safer and more efficient. Consistent with the Open Roads Policy, the Department has instituted innovative, quick clearance strategies through implementation of the Rapid Incident Scene Clearance (hereinafter "RISC") Program, intended to significantly reduce the time it takes to clear major highway incidents and large-scale vehicle crashes, and Safe Tow to provide quick vehicle relocation services for minor events (crash, disabled, and/or abandoned vehicles) that increase congestion and/or the risk of secondary crashes, posing a hazard to emergency responders and/or other roadway users. These programs will be contracted collectively under District 5's Incident Relocation and Clearance Services (IRCS) contract.

1.2 This Contract provides an incentive to clear highway incidents and vehicle crashes, or disabled vehicles, as safely and quickly as possible. **Time is of the essence in this Contract and the time periods described herein shall be strictly enforced by the Department.** The safe and efficient clearance of roadways, shoulders, and medians increases safety and mobility and reduces secondary crashes.

The services performed under this Contract shall be inclusive of the Department's limited access highways, (including ramps and auxiliary roadways which impact ramps or mainline travel), as well as any arterial roadway within the District's jurisdiction.

### 2. GENERAL DESCRIPTION

2.1 The Department will grant to a towing and recovery company (hereinafter "Contractor") a nonexclusive privilege to provide Incident Relocation and Clearance Services (hereinafter "IRCS") for the events, crashes and/ traffic incidents described in the IRCS Traffic Incident Utilization document attached hereto as Appendix "B" for the county or zone awarded to the Contractor for the term of this Contract. One to two Contractor(s) will be selected per county or zone.



2.2 Each Contractor awarded a contract hereunder agrees to provide professional incident clearance and vehicle, cargo, and debris recovery and/or relocation services in accordance with:

a. The terms and conditions described herein, and as identified within the Contractor's Technical Proposal;

b. All applicable Florida Highway Patrol ("FHP") rules and regulations, Florida Department of Transportation Rules and Regulations, all federal, state and local city and county Rules and Regulations, and all applicable provisions of the Florida Administrative Code and Motor Vehicle Statutes.

c. Florida's Open Roads Policy (Appendix A)

d. The Department's current Specifications (including all Supplemental Specifications and Special Provisions in the Specification Workbook), current Design Standards and current Manual on Uniform Traffic Control Devices (MUTCD). The Design Standards and Manual on Uniform Traffic Control Devices are available online at the following locations:

- FDOT Design Standards:  
<http://www.fdot.gov/roadway/DesignStandards/Standards.shtm>
- MUTCD: [http://mutcd.fhwa.dot.gov/pdfs/2009/pdf\\_index.htm](http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm)

The Contractor's relationship with the Department is that of an independent contractor authorized to perform incident scene clearance and vehicle recovery and/or relocation services on FDOT District 5's roadway system in strict compliance with the terms and conditions contained herein.

2.3 The Department shall have the right to utilize the services and equipment from any other resource should the Department determine, at its sole discretion, that a Contractor is unable to assist, perform, or provide services or equipment as required under this Contract, or under circumstances as outlined herein. The Department shall also have the right to modify the designated limits of responsibility of a Contractor under this Contract at any time.

2.4 The Contractor and all operators, employees and subcontractors shall cooperate and comply with all directions and instructions provided by Law Enforcement, Fire/Rescue, and/or the Department's authorized representatives pertaining to incident scene safety and traffic control.

### **3. GENERAL REQUIREMENTS**

3.1 When activated to provide large-scale IRCS services (RISC) in response to an incident, the Contractor shall respond with all equipment and materials specified in Appendix "C." For RISC, this will include but is not limited to two Recovery Wreckers and a Recovery Support Vehicle described therein, as well as any other vehicles and/or equipment the Department and/or FHP determines is needed to safely and properly clear the incident location. For Safe Tow, this will include the requested wrecker type; Class A (tow or

flatbed) or Class C, and any additional equipment needed for safe relocation of the designated vehicle as outlined in Appendix “D.”

- 3.2 Proper health and safety measures, including, but not limited to, OSHA health compliance, Maintenance of Traffic, Personal Protection Equipment, incident scene safety, and roadway safety shall be implemented by the Contractor to ensure the safety of all workers, motorists and responders, including the traveling public, Department employees, Contractor employees, and subcontractor employees.

#### **4. RISC MOBILIZATION AND CLEARANCE REQUIREMENTS**

##### **4.1 Mobilization.**

a. The Department’s Regional Transportation Management Center (“RTMC”) will contact the Contractor to request activation of incident relocation or clearance services (RISC or Safe Tow) for an incident located within the Contractor’s assigned county or zone. The Contractor shall immediately thereafter confirm to the RTMC their availability to perform these services and confirm their intent to respond, providing an estimated time of arrival (ETA) to the incident location. For large-scale incident clearance services where extra equipment has been requested, the Contractor will be notified by the RTMC at the time of the initial request, when such information is available. Notification, acceptance, and ETA will be documented by the RTMC. If the RTMC’s call is not answered, the RTMC will attempt a second call. The RTMC will not leave a voicemail and will not attempt more than two (2) calls. For large-scale incident clearance activations, the Contractor will have no more than five (5) minutes to accept the request for services. The Contractor’s failure to answer and confirm activation of Incident Relocation and Clearance services with an estimated arrival time to the incident location shall constitute a breach of this Contract and the Department shall have the right to utilize services and/or equipment from a source other than the Contractor to respond to the incident. Such election by the Department to utilize services and/or equipment from another source to respond to an incident shall be in addition to, and shall not operate as a waiver of, any other rights and/or remedies available to the Department for the Contractor’s breach hereof. A Contractor’s refusal to respond to two or more activations shall constitute a breach of this Contract and the Department and is grounds for immediate termination at the Department’s sole discretion.

b. Each Contractor will be provided two access accounts to the Department’s web-based camera access to allow visibility and oversight of incident relocation and clearance services, where or when available. Abuse of this access for the purposes of soliciting business or otherwise, as determined by the Department, FHP, or other law enforcement agency will be cause for immediate termination of this Contract, in addition to reporting to FHP or other appropriate law enforcement agency for investigation and any actions that result from the investigation.

c. Once activation is acknowledged by the Contractor, the RTMC will provide an incident description and, for Safe Tow, request the wrecker classification (Class A or Class C) needed for relocation services. The Contractor shall notify the RTMC when in route to the incident location and keep the RTMC informed of any increase or decrease in the Contractor's ETA to the incident location.

d. The Contractor shall also notify the RTMC when the Contractor arrives to the incident location. For purposes of this Contract, "arrive" shall mean and refer to the time in which the Contractor arrives to the incident location with all equipment and materials specified in Appendix "C" (for RISC) or Appendix "D" (for Safe Tow). Being "near" the scene does not constitute an "arrival" unless the Contractor has been instructed by the RTMC or other on-scene personnel to stage away from the scene. This includes sitting in congestion on approach to the incident scene, or arriving on the opposite side of the roadway, unless the Contractor intends to work from that side or if the Department determines, at their sole discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control. Arrival times will be confirmed via traffic cameras and/or on-scene responders. The RTMC shall be immediately notified of any direction given by on-scene responders to stage away from the scene.

e. To qualify for the Mobilization Incentive Payment described in Exhibit "B," Method of Compensation, the Contractor must arrive to an incident location within sixty (60) minutes of a large-scale incident clearance (RISC) activation request, or thirty (30) minutes of a relocation (Safe Tow) request. The Department, at its discretion, may consider an extension of or accept another required response time frame where conditions warrant. The time frame described herein shall commence when the RTMC first attempts to contact the Contractor to request activation of Incident Relocation and Clearance services. If the Contractor fails to arrive to the incident location within the requisite timeframe described herein, then the Contractor shall not be eligible to receive the Mobilization Incentive Payment associated with the incident unless the Department determines, at its sole discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control.

f. Failure by the Contractor to arrive to the incident location after the Contractor confirms that Incident Relocation and Clearance Services have been activated shall constitute a breach of this Contract, and the Department shall also have the right to utilize services and/or equipment from a source other than the Contractor to respond to the incident. Such election by the Department shall be in addition to, and shall not operate as a waiver of, any other rights and/or remedies available to the Department for the Contractor's breach hereof. Three (3) or more failures by the Contractor to arrive to the incident location after the Contractor confirms that Incident Relocation and Clearance Services have been activated shall constitute sufficient grounds for immediate termination of this Contract by the Department.

#### 4.2 Clearance.

a. The Contractor shall notify the RTMC upon arrival to the incident location. For large-scale incident clearance (RISC), FHP or other designated incident commander will decide whether to issue a Notice to Proceed (“NTP”) authorizing the Contractor to commence performing incident clearance services at the incident location. The Contractor acknowledges that issuance of a NTP is not guaranteed, and the Contractor agrees that it shall not begin performing incident clearance services at the incident location until the Contractor receives the NTP. Relocation (Safe Tow) services shall commence immediately upon arrival unless otherwise advised by law enforcement or other incident commander, including the District’s TIM representative.

b. Upon issuance of the NTP, the Contractor for incident clearance services (RISC) shall safely and expeditiously:

- 1 Remove and clear **all** incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes unless otherwise directed by the investigating agency; and
- 2 Remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from the roadway’s paved shoulders and the Department’s nonpaved right-of-way; and
- 3 Reopen all affected travel lanes to traffic in coordination with FHP or other Department designee.

c. Upon arrival for relocation services (Safe Tow), unless otherwise directed by on-scene incident command or District 5 TIM personnel, the Contractor shall safely and expeditiously:

1. Relocate the crashed, disabled, or abandoned vehicle to a designated area of safety. This could include, but is not limited to, relocation to the shoulder (paved or unpaved), to a designated vehicle staging area, or off the nearest exit. The Contractor should be capable of releasing commercial air brakes or other techniques necessary to facilitate safe, quick clearance.
2. Immediately notify the RTMC of where the vehicle has been relocated to.

d. For large-scale incident clearance (RISC) The Contractor shall notify the RTMC when all affected travel lanes have been cleared, when the roadway’s paved shoulders and the Department’s non-paved right-of-way have been cleared for any large-scale incident clearance (RISC) events, and when all affected travel lanes have been reopened to traffic. These times, confirmed by the RTMC, will be used by the Department to determine and document Contract compliance, as well as the Contractor’s eligibility for performance payment incentives and assessment of performance penalties. For vehicle relocation services (Safe Tow) the Contractor shall notify the RTMC when affected travel lanes or shoulders are clear and the new location of the relocated vehicle. The Contractor shall remain on scene until the new location is confirmed by the RTMC.

e. To qualify for the large-scale incident (RISC) Clearance Incentive Payment described in Exhibit "B" for RISC services, the Contractor must remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes and the paved shoulder, and all affected travel lanes must be reopened to traffic, within ninety (90) minutes, or such other time period as determined by the Department, of issuance of the NTP. If the Contractor fails to remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes, and all affected travel lanes are not reopened to traffic, within the timeframe described herein, the Contractor shall not be eligible to receive the Clearance Incentive Payment associated with the incident unless the Department determines, at its sole discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control.

f. The Department recognizes that complexities to include, but not limited to: extensive debris field, large and/or heavy cargo loads, compromised semi trailers, etc. may require additional clearance time. The Contractor should alert the TIM Program Manager or their designee of any plan to relocate vehicles, cargo, etc. to the shoulder and an estimated time for clearance. In these instances, the Contractor should make every effort to move as far from the travel lanes as possible to minimize impact on traffic and provide a safe work zone for Contractor and/or sub-contractor personnel. Contractor is still expected to work expeditiously and clear the incident scene as quickly as possible to minimize congestion and the risk of secondary crashes. Excessive incident clearance times will be considered in decisions regarding Contract renewals and recompetes.

g. Failure by the Contractor to remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes, the roadway's paved shoulders, and the Department's non-paved right-of-way, within one-hundred and eighty (180) minutes of issuance of the NTP, shall constitute a breach of this Contract, and the Contractor shall be liable for liquidated damages pursuant to the terms of this Contract unless the Department determines, at its sole discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control. The Department shall also have the right to utilize services and/or equipment from a source other than the Contractor to respond to the incident, and such election by the Department shall be in addition to, and shall not operate as a waiver of, any other rights and/or remedies available to the Department for the Contractor's breach hereof. Three (3) or more failures by the Contractor to remove and clear all incident scene vehicles, cargo, debris and non-hazardous vehicle fluids from all affected travel lanes, the roadway's paved shoulders, and the Department's non-paved right-of-way, within one-hundred and eighty (180) minutes of issuance of the NTP shall constitute sufficient grounds for immediate termination of this Contract by the Department.

#### 4.3 Notification Requirements

For large-scale incident clearance (RISC):

- a. The Contractor shall notify the RTMC by phone, radio, or other method of communication approved by the Department, when:
1. The Contractor is in route to the incident location.
  2. The Contractor arrives to the incident location with all equipment and materials specified in Appendix "C," as well as any other vehicles and/or equipment the Department and/or law on-scene responders determines is needed to safely and properly clear the incident location.
  3. NTP is issued to the Contractor.
  4. All travel lanes have been cleared.
  5. All travel lanes have been reopened to traffic.
  6. All shoulder/non-paved right-of-way area(s) have been cleared

Additionally, should Fire Rescue, FHP, local law enforcement or the Department instruct the Contractor to halt RISC operations at the incident location, the Contractor shall notify the RTMC of:

1. The time RISC operations at the incident location are halted.
2. The reason(s) RISC operations at the incident location are halted.
3. The time RISC operations at the incident location are resumed.

The Contractor will be provided one (1) access account/log-in for the Department's Push-to-Talk (PTT) system, accessible via any smartphone via Department-provided application. PTT is intended for use by the Contractor's on-scene incident command representative for easy transmission of communications and pictures to the RTMC.

- b. The RTMC will document the information provided by the Contractor for each event described above. The information provided to, and confirmed by the RTMC, will be used by the Department to, among other things, determine and document Contract compliance, as well as eligibility for performance payment incentives and assessment of performance penalties. Failure by the Contractor to satisfy the incident notification and/or incident documentation requirements-of this Contract shall constitute a breach of Contract hereof, unless the Department determines, at its sole discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control. If the Contractor's failure to satisfy the notification and/or incident log requirements of this Contract is not, as determined by the Department, the result of circumstances beyond the Contractor's control, then the Contractor may, at the Department's discretion, be disqualified from receiving any incentive payments associated with the incident. Three (3) or more failures by the Contractor to satisfy the notification and/or provide required incident documentation requirements herein, that are not otherwise determined by the Department to be the result of circumstances beyond the Contractor's control, shall constitute sufficient grounds for immediate termination of this Contract by the Department. Falsification or misrepresentation of the outlined notifications shall constitute sufficient grounds for immediate termination of this Contract by the Department.

- 4.4 The need for additional trucks and/or heavy equipment at an incident location shall be jointly determined by the Department's designee, FHP, local law enforcement, Fire Rescue and the Contractor's representative. The need for the additional trucks and heavy

equipment described herein shall not alter the time required by the Contractor to perform services.

4.5 The Contractor shall be available to provide the services required under this Contract **twenty-four (24) hours** a day, **seven (7) days** a week. The Contractor shall upon the execution of the contract provide the Department a telephone number at which the Contractor may be directly reached at all times throughout the duration of this Contract, and the Contractor shall immediately notify the Department of any subsequent changes to this number. Use of answering services or voice mails are not permitted under this Contract. The prime will be responsible for contact/coordination with all subcontractors. Subcontractors used for Safe Tow will be responsible for contacting TIM personnel to arrange relocation destination. The RTMC will only be responsible for notification to the prime Contractor. Contact information for the RTMC and the District's TIM Manager will be provided to the Contractor after execution of this Contract by the Department.

4.6 The Contractor shall not subcontract, assign or transfer any work under this Contract, outside of the subcontractors outlined in the Contractor's proposal, without prior written consent from the Department. All Department-approved subcontractors for Safe Tow shall be qualified in the work they intend to perform hereunder, including current standing on the FHP rotation, and shall comply with all equipment and materials requirements when performing such work, pursuant to the terms of this Contract. Subcontractors can be utilized to supplant RISC equipment and personnel, but RISC services cannot be subcontracted to another vendor without prior written consent from the TIM Program Manager or their designee. Subcontracted services will only be considered where a lapse in coverage or geographical shortfalls will be of detriment to the Department's RISC program goals. Subcontracting of work shall not relieve the Contractor of its liabilities under this Contract. The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor. The Contractor, subcontractors, or any of their employees shall not perform any work under this Contract that is beyond their technical capabilities or for which they are not qualified.

## 5. INDEMNITY

The Contractor shall indemnify and hold harmless the Department, FHP, other emergency response agencies, their officials, designees, officers, employees, consultants and agents from and against any and all liabilities, claims, injuries, damages, penalties, actions, suits, losses, costs, expenses and attorneys' fees which arise as a direct or indirect result out of any transaction, event or occurrence related to performance of the services contemplated under this Contract. The Contractor shall coordinate all services required under this Contract through the RTMC and/or any other designee as directed by the Department.

## 6. MISCELLANEOUS

6.1 The Department intends to contract with one (1) or two (2) Contractor(s) to perform Incident Relocation and Clearance Services within a county or zone as described in Section 7.1. If one (1) Contractor is selected in a County or zone, they will receive all requests for Incidents Relocation and Clearance Services occurring in their assigned area as requested

by the Department and/or its designee. If two (2) Contractors are selected in a County, request for Incident Relocation and Clearance Services will be done on a rotational basis with the following five (5) exceptions:

- a. During peak hours (6am – 10am and 3pm to 7pm, Monday through Friday), the Department's designee (at their sole discretion) can request services from any Contractor for reasons including, but not limited to: proximity, traffic flow/congestion, accessibility, and/or direction of Contractor's approach.
- b. In active work zones, where access is severely limited, the Department's designee (at their sole discretion) can request services from any Contractor for reasons including, but not limited to: traffic flow/congestion, accessibility, and/or direction of Contractor's approach.
- c. On arterial roadways, the Department (at their sole discretion) can request services from any Contractor for reasons including, but not limited to: proximity, traffic flow/congestion, accessibility, and/or direction of Contractor's approach.
- d. During major events that result in significant increases in traffic volumes (hurricane evacuations, space coast launches, Daytona races, etc.) the Department (at their sole discretion) can request services from any Contractor for reasons including, but not limited to: proximity, traffic flow/congestion, accessibility, and/or direction of Contractor's approach.
- e. Where no Contractor is assigned to the relevant county/zone, or where assigned Contractors are unavailable to respond.

Under any of the exceptions noted above, the Department (at its sole discretion) can utilize any contracted vendor from within the relevant county/zone, or adjacent counties/zones.

Two separate rotation lists will be maintained for the large-scale incident clearance (RISC) and vehicle relocation services (Safe Tow).

- 6.2 All requests for services under this Contract shall be made through the RTMC. The Contractor shall immediately notify the RTMC if the Contractor receives a request for Incident Relocation and Clearance Services request (to include RISC or Safe Tow) from anyone other than the Department (such as FHP or local law enforcement) prior to initiating a response to the incident. If the Contractor fails to notify the RTMC, as required herein, the Contractor shall not be eligible to receive any incentive payments associated with the incident.
- 6.3 The Contractor nor any of its operators, employees, or sub-contractors will not provide any gratuities, commissions, kick-backs or complimentary services of any kind to any Department, FHP, or local law enforcement officials, officers, employees, consultants or agents.
- 6.4 The Contractor agrees to seek compensation for actual vehicle recovery and towing services for large-scale clearance and recovery efforts (RISC) performed pursuant to this Contract solely from the owner of the vehicle or their insurance provider. The Contractor agrees



that no claim for compensation will be made against the Florida Department of Transportation, FHP, local law enforcement, or their employees or agents, for any large-scale incident clearance/recovery (RISC) services performed under this contract.

a. The Contractor, nor any of its operators or employees, providing Incident Clearance and Relocation services (excluding RISC) shall not solicit any additional services to, or accept payment or gratuities from, vehicle occupants or others associated with involved vehicles when relocation (Safe Tow) services are performed under this contract. Requesting payment, accepting gratuities, or advertising soliciting additional services (tow services, repair services, etc.) shall be grounds for immediate termination of this Contract and/or referral to FHP or other law enforcement agency for investigation, as warranted.

- 6.5 The Contractor shall provide copies of itemized customer invoices for any work performed under this contract to the Department upon request.
- 6.6 The Contractor shall take digital photographs of the scene prior to and upon completion of Incident Relocation and Clearance Services (to include RISC and Safe Tow) at the incident location. The photographs should include the scope of lanes closed and any traffic queue developing at the incident location, as well as the vehicles involved, any spilled loads, and equipment utilized. Photographs can be sent via PTT, text or email to the District's TIM personnel. (Phone number and email address will be provided after contract is awarded.) Failure by the Contractor to take and/or provide photographs as required under this Contract shall constitute a breach hereof, and the Contractor may, at the Department's discretion, be disqualified from receiving any incentive payments associated with the incident.
- 6.7 The Department or its designee may grant a Contractor responding to Incident Relocation and Clearance Services (including RISC or Safe Tow) activation request in an area that is outside of the Contractor's assigned county or zone additional time to arrive at the incident location with all equipment and materials required under this Contract. The Department will document any such additional response time granted to the Contractor, and the Department will determine whether the Contractor qualifies for any incentive payments associated with the incident.
- 6.8 The Department may, at its sole discretion, periodically review the county or zone assignments to ensure that the level of service is consistent with the requirements of this Contract, including the quick clearance goals stated in the Open Roads Policy. The Department, at its sole discretion, may make changes to the assigned response areas, at any time, to improve contract performance to the Department's benefit.
- 6.9 The Contractor's place of business must be located within the assigned County unless otherwise agreed upon in writing by the Department. If a Contractor's services are requested outside of their assigned area, they are responsible for mobilizing, responding to calls, and performing all services required herein within the time periods set forth in this Contract, unless otherwise agreed upon by the Department or their designee at the time the request for services is made.

## 7. RECOVERY AREAS

7.1 The following counties/zones are outlined in Table 1. Contractors need only submit one application package. Selected contractors will be assigned to a county or zone based on their location.

\*Note, there are no assigned roadway segments. Assigned areas will include all freeways and state roads (or roadways impacting state roads) within a designated county (county line to county line) or Department designated zone. Any roadways or segments of roadways under jurisdiction of the Florida Turnpike and Central Florida Expressway are excluded from this contract.

**TABLE 1**

<b>County</b>	<b>Freeway/Arterial</b>
Brevard	Freeway & Arterial
Flagler	Freeway & Arterial
Lake	Freeway & Arterial
Marion	Freeway & Arterial
Orange	Freeway & Arterial
Osceola	Freeway & Arterial
Seminole	Freeway & Arterial
Sumter	Freeway & Arterial
Volusia	Freeway & Arterial

- SR 60/Kenansville area may be included in the Brevard County segment, depending on proposals and proximity of Contractor and/or subcontractors.
- SR 520 and SR 528, east of SR 520, may be included in the Orange County segment, depending on proposals and proximity of Contractor and/or subcontractors.
- Counties/Zones may be modified at the Department's sole discretion, at any point before contract execution or during the term of the contract, with the goal of enhancing or improving performance of the IRCS program.

## 8. CONTRACTOR REQUIREMENTS AND QUALIFICATIONS

8.1 The ultimate equitable owner(s) of the wrecker company shall be required to submit documentary proof showing previous experience of working in the Heavy-Duty Towing and Recovery business. The Contractor shall be in good standing on the FHP wrecker rotation list for the County/Zones for which they are applying, unless authorized by the Department in writing. The project description, dates, photos and locations of successfully completed projects shall be submitted with the Contractor's proposal, and award of the Contract will be contingent on the Contractor's demonstrated experience, knowledge and quality of work.

- 8.2 The Contractor is required to comply with all local ordinances applicable to wrecker providers in the county(ies) in which the Contractor is performing services pursuant to this Contract.
- 8.3 The Contractor shall comply with all applicable laws, rules, regulations and ordinances governing the services to be provided under this Contract, including, but not limited to:
  - a. FHP Policy# 17.02
  - b. Florida Statute 321.051
  - c. Rule 15B-9, Florida Administrative Code (FAC)

The Contractor shall be subject to all applicable rules and policies established by FHP governing the services to be provided under this Contract. Any suspension from FHP's rotation is grounds for immediate termination of this contract at the Department's sole discretion.

- 8.5 The Contractor must maintain current and up-to-date CDL driving records (where applicable), employment records and training records for all employees and all authorized subcontractor(s)' employees performing services under this Contract, and make such records available for inspection upon request by the Department, FHP, and/or local law enforcement.
- 8.6 Upon 24-hour notice, the Contractor shall grant the Department or their designee access to inspect the Contractor's business premises, facilities, vehicles, equipment, storage areas, and/or staging areas to verify compliance with this Contract.
- 8.7 The Contractor shall be proficient and able to field-demonstrate safe, quick clearance including:
  - a. Single lane up-righting of loaded tractor trailers.
  - b. Relocation of loaded, overturned tractor trailers from travel lanes.
- 8.8 The Contractor shall be proficient and able to field-demonstrate such proficiency in the following areas:
  - a. Safe, quick clearance techniques for crashed, abandoned, or disabled vehicles
  - b. Setting up incident scene Traffic Control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
  - c. The mitigation of accidental discharges of motor vehicle fluids, per the Florida Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo).

8.9 The Contractor, upon arrival to an incident location, shall coordinate with other on-scene responder agencies' incident commanders to establish unified command and develop a plan of action for clearance of the incident from the affected travel lanes. The Contractor shall designate one on-scene individual as the Contractor's incident command representative to the incident's unified command, and provide that individual's name and contact information to the RTMC as a point of contact for any necessary updates. The Contractor's incident command designee shall immediately notify the RTMC of any

anticipated complications that might delay recovery and provide the plan for safe, quick clearance. The Contractor will be required to utilize the

## **9. QUALIFICATIONS, TRAINING AND CERTIFICATION OF CONTRACTOR'S OPERATORS**

9.1 Prior to performing any services under this Contract, at least one Contractor representative shall:

- a. Complete Intermediate Maintenance of Traffic (MOT) training from a certified Department approved training agency. It is recommended that support personnel involved in the recovery effort also complete the Intermediate MOT training from a certified Department-approved training agency. ~~Recovery operators and support personnel shall also complete the FDOT MOT Training Course for Incident Responders, which is available online at: <http://wbt.dot.state.fl.us/ois/MOTTIRCBT/index.htm>~~

One Intermediate MOT certified representative must arrive, and remain on scene, throughout duration of Contractor providing RISC-level services.

9.2 **Prior to performing any services under this Contract**, all Contractor representatives (and their subcontractors) responsible for working RISC-level incidents shall:

- b. Receive formal instruction, training, and, if applicable, examination, in each of the following specialized recovery wrecker operator services:
  1. Heavy Duty Wrecker Operations.
  2. Ultra-Heavy Wrecker and Recovery Practices.
  3. Hazardous Materials Awareness.

9.3 **Prior to performing services under this contract**, all Contractor representatives (and their subcontractors) shall:

- c. Complete the Department or FHWA provided online National Traffic Incident Management (NTIM) Responder 4-hour Training.
- d. Have knowledge and understanding of the Traffic Incident Management Practices, including:
  4. The Florida "Open Roads" policy. (Appendix A)
  5. The Florida "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)." (Appendix E)

All training shall be conducted by state and/or industry recognized and approved instructors.

All training activities must be documented, and such documentation shall be made available to the Department upon request.

## **10. AREAS WITH NO AVAILABLE RISC CONTRACTORS**

In the event there are areas in which a Contractor has not been assigned to perform under the IRCS contract, or if an assigned Contractor for a county/zone is unavailable to respond to a request for Incident Relocation and Clearance Services (to include RISC and Safe Tow), the Department reserves the right to contact any available Contractor from the same, or an adjacent,

county/zone to provide such services. Such Contractor may be eligible to receive incentive payments in accordance with the criteria set forth under this Contract. If the Department determines that no Contractor is available, then the Department may coordinate with FHP or other appropriate law enforcement agency for a tow rotation dispatch.

**11. CONTRACT TERM**

Services shall commence on or about July 1, 2021 and shall continue for a period of one (1) year, or the date of termination, whichever occurs first.

There are renewal options for this contract.

**12. CONTRACTOR PERFORMANCE**

The Department will evaluate each incident response and recovery through incident reviews and/or debriefings, and grade the Contractor's performance following each incident. Evaluations will be used by the Department in administering this Contract and any subsequent renewal(s) of this Contract.

**13. HIGH VISIBILITY APPAREL**

13.1 All Contractors and subcontractor personnel performing services under this Contract shall wear regulation High Visibility Apparel in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.

13.2 All Contractor and subcontractor personnel performing services under this Contract shall wear ANSI Class 3 High Visibility Apparel at all times while at the incident location.

13.3 Any failure to comply with the requirements of this Section shall constitute a breach of this Contract, and the Contractor may, at the Department's discretion, be disqualified from receiving any incentive payments associated with the incident. Two (2) or more failures to comply with the requirements of this Section shall constitute sufficient grounds for immediate termination of this Contract by the Department.

**14. TRAFFIC INCIDENT MANAGEMENT (TIM) TEAM INVOLVEMENT**

The Department sponsors four Traffic Incident Management (TIM) Teams. The TIM Teams identify TIM-related issues and develop improved incident management operations on Central Florida roadways through coordination, communication and cooperation. TIM Team meetings are currently held quarterly in their respective areas. The Contractor is required to participate in all regularly scheduled TIM Team meeting(s) involving the county/zone for which the Contractor is responsible under this Contract. Information about TIM meeting dates, times, and locations can be found at [www.CFLTIM.com](http://www.CFLTIM.com).

**15. AFTER-INCIDENT REVIEWS**

After-incident reviews (sometimes called Stealth Debriefings) are convened when determined by the TIM Program Manager to provide a no-fault forum to address concerns and improve performance at future incidents. The Contractor shall, as directed by the Department, participate in after-incident reviews for the incident(s) to which the Contractor responded. At least one (1) on-scene Contractor representative shall participate; however, if such representative is unavailable, a Contractor representative with knowledge of the incident shall attend.

**16. CONTRACTOR PAYMENT OF TOLLS**

All Contractors and subcontractors shall pay all toll charges incurred in connection with performing work under this Contract at the toll rate applicable to the general public.

**17. MYFLORIDAMARKETPLACE TRANSACTION FEE**

This procurement is subject to the MyFloridaMarketPlace transaction fee, pursuant to Rule 60A1.031, Florida Administrative Code (F.A.C.).

|

EXHIBIT "B"

METHOD OF COMPENSATION

INCIDENT RELOCATION AND CLEARANCE SERVICES (IRCS)

FOR FDOT DISTRICT FIVE

1. BILLING VEHICLE OWNERS

The Contractor agrees to seek compensation for actual vehicle recovery and towing services relating to large-scale recovery and clearance efforts (RISC), performed pursuant to this Contract, solely from the owner of the vehicle or their insurance provider. For relocation services (Safe Tow) performed pursuant to this Contract, the Contractor agrees to seek no additional charges from the owner of the vehicle or their insurance provider.

The Contractor agrees that no claim for compensation will be made against the Florida Department of Transportation - District Five, or the Florida Highway Patrol (FHP), local law enforcement, or other emergency response agency, their employees or agents for any services performed under this Contract.

2. PERFORMANCE PAYMENTS

The Contractor will be eligible for incentive payment(s) as outlined in the following paragraphs.

2.1 MOBILIZATION INCENTIVE PAYMENT: To qualify for the Mobilization Incentive Payment for large-scale incident clearance/recovery efforts (RISC), the Contractor must arrive to the incident scene within **sixty (60) minutes** (or other such time period as determined by the Department) of a RISC activation request. The time frame described herein shall commence when the TMC first attempts to contact the Contractor to request activation of these services.

For purposes of this Contract, "arrive" shall mean and refer to the time in which the Contractor arrives to the incident location, or a staging area designated by on-scene responders or the Department's TIM personnel, with all equipment and materials specified in Appendix "C", including but not limited to the two recovery wreckers (one of which must be a rotator) and a recovery support vehicle described therein, as well as any other vehicles and/or equipment the Department and/or FHP determines is needed to safely and properly clear the incident, unless otherwise directed by the Department. The Department maintains the right to decline dispatch of certain pieces of equipment, including any of the 3 primary requirements, as determined by on-scene personnel and/or the Department's TIM Program Manager or their designee, as outlined in Appendix "C"

If the Contractor fails to arrive to the incident location within the time frame described herein, then the Contractor shall not be eligible to receive the Mobilization Incentive Payment associated with the incident unless the Department determines, at its sole

DOT-RFP-21-5014-IRCS  
**EXHIBIT "B" - Method of Compensation**  
**D5 Incident Relocation and Clearance Services**

discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control.

Mobilization Incentive Payment: \$ 500.00

In the event RISC services are not necessary, or another firm hired or engaged by the vehicle owner is authorized by FHP, local law enforcement, and/or the Department to perform incident clearance/recovery services, the Contractor will be returned to the top of the rotation if they have not yet arrived on scene. If the Contractor arrives on scene, or in a designated staging area, and is subsequently dismissed because FHP, local law enforcement, and/or the Department has authorized another firm to perform incident clearance/recovery services, the Contractor can choose to be returned to the top of the rotation or receive cancellation payment as outlined below:

Cancellation Payment (only after arrival on scene): \$ 600.00

For relocation services (Safe Tow), the Contractor shall arrive at the incident location in thirty (30) minutes or less, with the requested classification of tow truck, to be eligible for payment outlined in section 2.4. If a Safe Tow request is cancelled prior to arrival or completion of services, the Contractor will go back to the top of the Safe Tow rotation. Failure to arrive on time shall be considered a breach of this contract and grounds for immediate termination of this Contract, at the Department's sole discretion.

2.2 CLEARANCE INCENTIVE PAYMENT: To qualify for the Clearance Incentive Payment, the Contractor must remove and clear all incident scene vehicles, cargo, debris, and non-hazardous vehicle fluids from all affected travel lanes, and all affected travel lanes must be reopened to traffic, within **ninety (90) minutes** of issuance of NTP

Should Fire/Rescue, FHP, local law enforcement or the Department instruct the Contractor to halt operations at the incident location, the Contractor may still be eligible to receive the Clearance Incentive Payment. The Contractor shall notify the RTMC and record the time for each of the following events:

- a. The time RISC operations at the incident location are halted
- b. The reason(s) RISC operations at the incident location are halted
- c. The time RISC operations at the incident location are resumed

Work stoppage time will be reviewed by the Department and the Department may, at its sole discretion, subtract such stoppage time from the Contractor's Clearance Time. Note, failure to notify the RTMC of the stoppage and restart, at the time of occurrence, may result in forfeiture of the Clearance Incentive Payment. Contractors and their environmental subcontractor cannot issue an official stoppage on their own without direction from a third-party including an on-scene emergency responder and/or the TIM Program Manager or their designee.



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**D5 Incident Relocation and Clearance Services**

If the Contractor fails to remove and clear all incident scene vehicles, cargo, debris, non-hazardous vehicle fluids from all affected travel lanes, and all affected travel lanes are not reopened to traffic within the ninety (90) minute time frame described herein, the Contractor shall not be eligible to receive the Clearance Incentive Payment associated with the incident unless the Department determines, at its sole discretion, that the Contractor's failure was the result of circumstances beyond the Contractor's control.

The Department agrees to pay the Clearance Incentive Payment as outlined below:

Clearance and reopening of all travel lanes in 90-min or less:	\$ 2,000.00
Over 90-minutes:	Ineligible
Over 180-minutes	Ineligible, liable for liquidated damages

If the Contractor makes arrival time goal (60-minutes), but does not make clearance time goal (90-minutes); Contractor remains eligible for the Mobilization Incentive Payment. If Contractor exceeds 180-min on clearance time, eligibility for Mobilization Incentive Payment will be determined at the Department's sole discretion and Contractor is liable for liquidated damages (paragraph 3).

### 2.3 EXTRA EQUIPMENT MOBILIZATION OR CLEARANCE PAYMENTS

If additional equipment, such as that listed in Section B of Appendix C – "Equipment and Vehicle Requirements" is requested and authorized by the investigating law enforcement officer, other emergency response personnel, or the Department's TIM representative, the Contractor shall be eligible for an Extra Equipment Mobilization or Clearance Payment, if the equipment arrives on scene.

Extra equipment requested but not put into use for clearance/recovery:	\$ 600.00
Extra equipment requested and used for clearance/recovery:	\$ 1,000.00

### 2.4 NON-VEHICLE INCIDENT CLEARANCE PAYMENT

For incident clearance where no vehicles are involved, the Contractor will be eligible for a payment, outlined below, depending on the severity of the incident, if they arrive on scene within **sixty (60) minutes** with the necessary equipment and personnel, and clear all travel lanes in ninety **(90) minutes** or less. The amount will be determined and agreed upon by the Contractor and TIM Program Manager (or their designee) at the time of activation, prior to Contractor's acceptance.

Eligible Payment	Severity	Includes, but not limited to:
\$600	Minor	Large object in roadway
\$2500	Intermediate	Lost load in isolated area
\$3500	Severe	Lost load spread across multiple lanes or significant distance

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**D5 Incident Relocation and Clearance Services**

## 2.4 SAFE TOW

For incident relocation (Safe Tow) services, the Contractor shall arrive on scene within **thirty (30) minutes** and safely and quickly relocate the vehicle as outlined in Appendix "D" to be eligible for payment as outlined below:

Class A Safe Tow Services (standard or flatbed):	\$ 125.00
Class C Safe Tow Services:	\$ 500.00

2.5 The RTMC is the primary timekeeper for all Incident Relocation and Clearance Services (IRCS) performed under this Contract. Other agency communications centers, such as the FHP Regional Communication Center or any applicable law enforcement agency communication center, may also note all times as related to activities performed under this Contract.

The following times, as documented and recorded by the RTMC, will be used by the Department when reviewing a request for incentive payment(s) described herein.

- a. RTMC requests Contractor to activate contracted services to respond to the incident location
- b. Contractor's confirmation or acceptance of activation of contracted services
- c. Contractor is in route to incident location and estimated time of arrival
- d. Contractor's arrival to the incident location
- e. Notice to Proceed (NTP) issued
- f. RISC operations halted (if applicable)
- g. Reason for RISC operations being halted (if applicable)
- h. RISC operations resume (if applicable)
- i. All travel lanes are cleared
- j. All travel lanes reopened to traffic
- k. All shoulder/non-paved right-of-way area(s) cleared

2.6 Failure by the Contractor to comply with any terms, conditions, or specifications set forth in this Contract shall constitute a breach of the Contract hereof, and the Contractor may, at the Department's sole discretion, be disqualified from receiving incentive payments, or portions thereof, associated with the incident. Grounds for such disqualifications include, but are not limited to, failure to wear appropriate personal protective equipment, failure to respond to an incident with required equipment, failure of equipment utilized at the incident location, use of defective materials at the incident location, and/or utilizing non-Department approved sub-contractors. Three (3) or more failures by the Contractor to comply with any term, conditions, or specifications set forth in this Contract shall constitute sufficient grounds for immediate termination of this Contract by the Department.

DOT-RFP-21-5014-IRCS  
EXHIBIT "B" - Method of Compensation  
D5 Incident Relocation and Clearance Services

3. LIQUIDATED DAMAGES

3.1 If the Contractor fails to remove and clear all incident scene vehicles, cargo, debris, and non-hazardous vehicle fluids from all affected travel lanes at the incident location within one hundred eighty (180) minutes of issuance of the NTP, then a flat rate of \$600.00 may be assessed for each failure against the Contractor at the discretion of the Department. The Department may also, at its discretion, assess an additional \$10.00 against the Contractor for each additional minute over the above-referenced one-hundred eighty (180) minutes it takes for the Contractor to remove and clear all incident scene vehicle(s), cargo, debris, and non-hazardous vehicle fluids from all affected travel lanes.

- 3.2 The provisions set forth in paragraph 3.1, above, shall not apply to incidents involving:
- a. Vehicles hauling a hazardous material cargo that, by direction of the law enforcement, fire/rescue, Department of Environmental Protection, FDOT, or the Department's designee, require special precautions to safely perform services under this Contract.
  - b. Damage to the roadway infrastructure that prohibits the reopening of all affected travel lanes as determined by the Department or the Department's designee.

4. BILLING

The Contractor shall invoice the Department for the applicable incentive payment(s) described herein once monthly, with all incidents from the previous month. Contractor must use the provided invoice form (in digital format, if provided), including the Contract number, and information about the location of the incident, services rendered (including a list of extra equipment utilized) and incentive payment(s) sought by the Contractor. The Contractor will submit with the invoice all photographs of the incident for which the Contractor is seeking payment(s), if the photographs have not already been provided. If the Contractor fails to do so, the Contractor, at the Department's sole discretion, may be disqualified from receiving incentive payment(s) associated with the incident. The Department, based on need and availability of budget, may increase or decrease the amount of funding available as the Department determines is appropriate by Letter of Authorization. Each Letter of Authorization will detail the amount of funding being added and the total amount authorized to date.

4. CUSTOMER INVOICES

The Contractor shall, upon request by the Department, provide the Department with copies of any invoice issued to a vehicle owner and/or a vehicle owner's insurance provider for actual vehicle recovery and towing services provided by the Contractor.

## EXHIBIT "C"



State of Florida Department of Transportation  
District Five

**CONTRACTOR'S INVOICE FOR INCIDENT RELOCATION AND CLEARANCE SERVICES (IRCS)**

<b>Company Name:</b>		<b>Invoice Number:</b>	
<b>Address:</b>		<b>Date:</b>	
<b>Financial Project Number:</b>		<b>Contract Number:</b>	
<b>ITN Number:</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Amount</b>
Mobilization Incentive Payment (Arrival 60 min or less)		\$500.00	
Clearance Incentive Payment		\$2,000.00	
Additional Trucks and Heavy Equipment		\$1,000.00	
Service Payment for RISC cancellation (after arrival on scene)		\$600.00	
Service Payment for RISC cancellation of additional equipment (after arrival on scene)		\$600.00	
Incident clearance (lost load, etc)			
Safe Tow Vehicle Relocation – Class A		\$125.00	
Safe Tow Vehicle Relocation – Class C		\$500.00	
<b>Invoice Total:</b>			

By: \_\_\_\_\_  
Contractor's Signature



APPENDIX "A"

**State of Florida**

**OPEN ROADS POLICY AGREEMENT**

(Revised January 2014)

***Quick Clearance for Safety and Mobility***

This Open Roads Policy Agreement (Agreement) is entered into between the Florida Highway Patrol (FHP) and the Florida Department of Transportation (FDOT) and establishes a policy for FHP and FDOT personnel to expedite the removal of vehicles, cargo, and debris from roadways on the State Highway System to restore, in an **URGENT MANNER**, the safe and orderly flow of traffic following a motor vehicle crash or other traffic incident on Florida's roadways.

**Whereas**, public safety is the highest priority and must be maintained on Florida's roadways before, during, and after traffic incidents; and

**Whereas**, the quality of life in the State of Florida is heavily dependent upon the free movement of people, vehicles, and all types of commerce, and FHP and FDOT share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible; and

**Whereas**, traffic incidents account for approximately twenty-five percent of non-recurring congestion and the impacts on commerce can be minimized with sound traffic incident management practices by responding agencies; and

**Whereas**, nationally, it is estimated that five fire personnel, twelve police officers, and sixty tow truck operators are killed in struck-by incidents each year, and governmental entities have the responsibility to do whatever is reasonable to reduce the risks to responders; and

**Whereas**, secondary crashes pose safety risks to incident responders and all motorists; and

**Whereas**, the expeditious clearance of traffic incidents promotes safety, and that vehicle removal, move-over laws, and quick clearance policies minimize exposure and the potential for secondary crashes; and

**Whereas**, it is understood that damage to vehicles or cargo or both may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the priority of responders is to safely restore traffic to normal conditions because traffic incident related congestion has an enormous cost to society. This cost is significantly greater than the salvage value of an already damaged vehicle and its cargo.

**NOW, THEREFORE,** in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. Reasonable attempts will be made to avoid unnecessary damage to vehicles and cargo in the process of clearing the roadway.

2. The following operating standards are based on the philosophy that the State Highway System will not be closed or restricted any longer than is absolutely necessary following a traffic crash or other roadway traffic incident.

3. Florida Highway Patrol Operating Standards:

a. Members of FHP who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When an investigation is required, it will be conducted in as expedient a manner as possible considering the severity of the incident. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow completion of those tasks. FHP will close only those lanes absolutely necessary to safely conduct the investigation. FHP will coordinate with FDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic at the scene, and restore the roadway to normal conditions as soon as possible.

b. Whenever practical, damaged vehicles on access-controlled roadways will be removed to off ramps, accident investigation sites, or other safe areas for completion of investigations to reduce delays. Tow truck operators will be requested as soon as it is evident that they will be needed to clear the roadway. FHP will assure that all authorized tow operators have met established competency levels and that the equipment is of appropriate size, capacity, and design to meet all standards of the State of Florida.

c. FHP will not unnecessarily cause any delay in reopening all or part of a roadway to allow a company to dispatch its own equipment to off-load cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. FHP and FDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner, to include the use of FDOT's Rapid Incident Scene Clearance (RISC) Procedure Number 750-030-020 when and where appropriate.

4. Florida Department of Transportation Operating Standards:

a. When requested by FHP or any other emergency response agency, FDOT will respond and deploy resources to major traffic incidents 24 hours a day, 7 days per week. Each FDOT District will develop and implement response procedures to meet the goal of providing initial traffic control within **30 minutes** of notification during the assigned working hours of each maintenance yard, and **60 minutes** after hours.

b. FDOT, in coordination with FHP, will upgrade traffic controls, determine detour routes, and discuss clearance strategies. When requested, FDOT will provide temporary traffic controls to ensure a safe work zone for all responders and the motoring public.

c. FDOT, in cooperation with FHP, will determine and deploy the necessary heavy equipment and manpower to reopen the roadway if there is a delay in clearing the travel lanes, or if the task is beyond the capabilities of the tow truck operator on scene. If cargo or spilled loads [non-hazardous] are involved, FDOT will make every effort to assist in the relocation of the materials in the shortest possible time, using whatever equipment necessary. All such materials or any vehicles relocated by FDOT will be moved the minimum practical distance to eliminate traffic hazards.

d. FDOT personnel will document all hours and equipment used for traffic control, roadway clearance, and debris clean up. FDOT will place traffic control devices at the scene should any damaged vehicles or cargo remain on the shoulder adjacent to the travel lanes for removal at a later time.

5. FDOT and FHP will continually work together to ensure that the needs of motorists on state roadways are being met in the most professional, safe, and efficient manner.

6. FHP and FDOT will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this Agreement.

7. FHP, together with FDOT, will research, evaluate, and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or traffic incident scenes. FHP, using these techniques, will prioritize the investigative tasks that impede traffic and reopen travel lanes upon completion of such tasks that must be conducted in order to minimize impeding traffic.

8. Roadways will be cleared as soon as possible. It is the **goal** of all agencies that **all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer**. This goal is made with the understanding that more complex scenarios may require additional time for complete clearance.

9. This Agreement applies to the impacts of roadway traffic incidents and does not apply to closures that are necessary for the furtherance of motorists' safety such as those undertaken for high winds, flooding, ice, fog, smoke, or other circumstance.

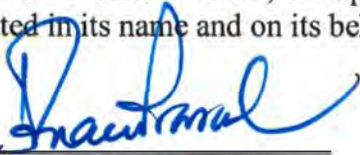
10. FHP and FDOT will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse this Agreement for the State of Florida.

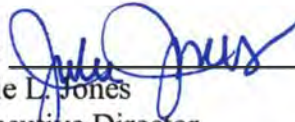


11. FHP will be responsible for calling a meeting with FDOT in July of each year to review this policy, and make changes as necessary.

12. With the mutual agreement of both parties, this policy agreement may be terminated on an agreed upon date without penalty to either party.

In witness whereof, each party to this Agreement has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative.

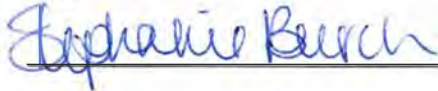
By:   
Ananth Prasad, P.E.  
Secretary  
Florida Department of Transportation

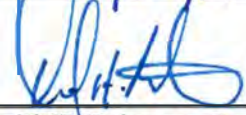
By:   
Julie L. Jones  
Executive Director  
Florida Department of Highway Safety and  
Motor Vehicles

Date: 1-31-14

Date: 2/26/14

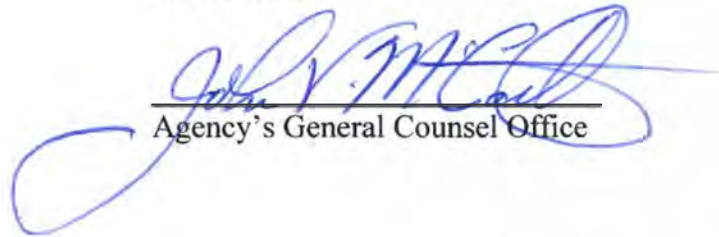
Legal Review:



By:   
Col. David H. Brierton, Jr.  
Director  
Florida Highway Patrol

Date: 2/17/14

Reviewed By:

  
Agency's General Counsel Office

## APPENDIX "B"

### EVENTS, CRASHES OR TRAFFIC INCIDENTS\* UTILIZING INCIDENT RELOCATION AND CLEARANCE SERVICES (IRCS) FOR LARGE- SCALE INCIDENTS (Otherwise known as RISC)

- A. Tractor Trailer Combinations (DOT Class 8)
  - **Rollover on or affecting travel lane(s)**
  - **Multiple truck crash on or affecting travel lane(s)**
  - **Lost Load on or affecting travel lane(s)**
  - **Load Shifted on or affecting travel lane(s)**
  - **Lost tandems or split trailer on or affecting travel lane(s)**
  - **Truck fire with tires burned off or cargo spilled**
  - **Major impact with or on top of a barrier wall, guard rail or with a bridge support.**
  
- B. Trucks over 16,000 lbs. (DOT Class 5, 6 & 7)
  - **Rollover on or affecting travel lane(s)**
  - **Lost load on or affecting the travel lanes**
  - **Load shifted on or affecting a travel lane**
  - **Truck fire with tires burned off or cargo spilled**
  - **Major impact with or on top of a barrier wall, guard rail or with a bridge support.**
  
- C. Motor Homes and Motor Coaches (DOT Class 5 and 6)
  - **Rollover on or affecting travel lane(s)**
  - **Fire with tires burned off**
  - **Major impact with or on top of a barrier wall, guard rail or with a bridge support**
  - **Major incident with significant debris field on or affecting travel lane(s)**
  
- D. Busses (16 passenger or more, DOT Class 6, 7 & 8)
  - **Rollover on or affecting travel lane(s)**
  - **Fire with tires burned off**
  - **Major impact with or on top of a barrier wall, guard rail or with a bridge support**
  - **Major incident with significant debris field on or affecting travel lane(s)**
  
- E. Aircraft
  - **Any incident involving an aircraft affecting travel lane(s)**
  
- F. Large yacht type boats
  
- G. Mobile Homes, Modular Homes, or Modular Buildings
  
- H. **Lost loads or other significant debris that is complex in nature and significantly impacting, or having potential to significantly impact, one or more travel lanes.**

**Note: In addition, any complex or extended incident where vehicles cannot be easily towed from the scene or are creating a hazard to traffic may be candidates for using the "Vendor" as directed by the District.**

\*Includes but not limited to

## APPENDIX "C"

### Equipment and Vehicle Requirements

The Contractor shall be required to submit to the Department documentary proof of current ownership or lease of the following equipment having the minimum capacity, size and number listed below:

**A. Initial Response (required equipment):**

**Recovery Wrecker Requirements  
(Company Owned/or leased)**

One 50-Ton (or heavier) Hydraulic, extendable, fixed boom, ultra heavy-duty recovery wrecker with a boom structural rating (TEMA or SAE) of 100,000 lbs. A minimum of two planetary winches with a manufacturer's rating of 50,000 lbs. each and 200 ft. of ¾" cable. The boom shall extend a minimum of 150" beyond the tailgate. The boom shall elevate to a working height of 21 ft. The truck chassis shall be a minimum of 62,000 lbs gross vehicle weight (GVW). The unit shall be equipped with an under-reach tow unit with a capacity of 50,000 lbs. The truck chassis must be designed for or reinforced for severe service. The drive line shall also be severe service and geared for the low end, high torque applications frequently required for quick clearance and relocation of loaded, wrecked heavy trucks - in some cases while they are still overturned. The wrecker shall be stocked with the additional tools, equipment and material listed in Section D of this attachment.

**AND**

One 35-ton capacity rotator type heavy duty wrecker or extendable boom, with the same capacity or greater. The Contractor may request to substitute a mobile crane for the rotator. To be considered, the mobile crane must be equipped for truck crash recovery with the tool supplies and rigging as established in this agreement. State of Florida crane operator certification is required. The Department reserves the right to approve or reject the request to substitute a crane for the rotator wrecker.

NOTE: ONE OF THE ON-SCENE WRECKERS SHALL BE A ROTATOR.

**AND**

One Recovery Support Vehicle with an enclosed or utility body and a DOT approved MUTCD Type B arrow board (roof or trailer mounted). The Support Vehicle shall be stocked with MUTCD traffic control devices (signs, sign stands and cones etc.) and the additional tools, equipment and material listed in Section E of this attachment.

Alternatively, this may consist of the vehicle with Type B arrow board and a support trailer with all recovery equipment, or equivalent combination.

\*Note: All Initial Response vehicles shall be equipped with trackable AVL/GPS to authenticate actual location and response times.

**B. Additional Trucks and Heavy Equipment Requirements:  
(Company Owned/or leased)**

- 1 ea. Heavy-duty skid steer loader with bucket, broom, and fork attachments. The loader should have the capability to load a dump truck (e.g. Bobcat T300).
- 1 ea. *Tilt bed, hydraulic, lowboy semi-trailer* (Landoll or equivalent) with a 35-ton capacity, 48 ft. bed and a 20,000 lb. winch with 75 ft. of 5/8" cable
- 1 ea. Tandem axle *tractor* with a sliding fifth wheel

- 1 ea. Rubber tired, articulated, heavy construction *end loader* with a minimum 2-yard bucket (when loaded on the lowboy trailed the combined height must not exceed 13ft.-6in.)
- 2 ea. 20-yard dumpsters (including ability to transport them to scene.)

\* Note, skid-steer with attachments may be the primary and/or only equipment requested for a non-vehicle RISC.

### C. Subcontracted Service Providers

The Contractor shall provide proof of an existing account in good standing with a local company to provide the following services. These services must have the means to respond to a major incident scene 24 hours per day/7 days per week in one hour or less. Note, in order to meet the 90-min clearance time goal, ALL personnel and equipment (inclusive of subcontracted services) have to be clear of the travel lanes.

- A **Maintenance of Traffic** (MOT) Contractor that can provide and set up MUTCD and FDOT approved work zone traffic controls including a Worksite Traffic Supervisor
- A **Disposal Company** that can deliver to the scene of an incident dumpsters or hoppers for crash debris, fire debris and or spilled non-hazardous cargo.
- A **Vacuum or Suction Service** for off-loading or recovering spilled grains, powders, plastic pellets, etc.
- A **Trucking or Transport company** that can provide dump, refrigerator or flatbed trucks and trailers.
- A **Spill Mitigation/Environmental Company** DOT HazMat Transportation certified  
 Note: The spill mitigation/environmental company is NOT required on every activation, but is intended to ensure rapid response on calls involving large-spills. These individuals cannot request stop of the RISC clock. Clock stop can only be directed by a third-party official on scene, the TIM Program Manager, or their designee. RISC vendors and their subcontractors are responsible for any spill on the paved roadway/shoulders. Clean-up of these spills is included in the 90-minute clearance time requirement, except under extraordinary circumstances and as authorized by the TIM Program Manager or their designee. Other responsible parties (FDEP, FDOT, or their contracted maintenance vendors) may subcontract to the on-scene spill mitigation/environmental company to address spills beyond the RISC vendors area of responsibility. Agreements to do so are outside the scope of this contract.

### D. Items Required on Recovery Wreckers

**Each Recovery Wrecker shall carry the following tools, supplies and rigging:**

- Alloy (grade #8) chain: 2 ea. 3/8"x 10', 2 ea. 5/8"x 10' and 4 ea. 1/2"x 10'
- Two pair (4), wide profile, 50-ton, nylon recovery straps
- Four heavy duty snatch blocks (working load matched to the wrecker)
- Various hooks, clevis, and chokers (matched to the wrecker capacity)
- Load binders, transport chains, and cheater pipe
- Various timbers/cribbing/chocks/2x4 lumber
- 1 ea. 36" bolt cutters
- 2 ea. BC Fire extinguishers (10 lbs.)
- 1 ea. Long handle axe
- 1 ea. Long handle shovels (flat blade)
- 1 ea. Long handle shovels (round blade)
- 1 ea. Street brooms
- 1 ea. 5 ft. Pike bar
- 1 ea. Crow bars (36")
- 1 ea. Sledge hammer (10-12 lbs)
- 1 ea. Hydraulic jack (20-ton minimum)

- 1 ea. Vehicle plug/spill kit (putty/pads/poly socks)
- 2 ea. Large capacity trash cans or bagsters
- Angle iron or aluminum, wide flange various lengths
- 1 ea. Complete brake release kit: (hand tools, hoses, glad hands, numerous fittings and brake caging bolts)
- 2 ea. Heavy duty, Industrial flashlights
- 12 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- 1 ea. Commercial box 30-minute highway flares
- 120 lbs. or 30 gal. of oil dry or approved absorbent
- 50 ft. of rope (1/2")
- 1 ea. Tarpaulin (20 ft x 20 ft.)
- Digital camera or cell phone camera with a minimum of 5 megapixels (may be carried on wrecker or support vehicle)
- 2 ea. Rolls of duct tape
- 1 ea. Complete mechanics hand tool set
- 1 ea. Complete first-aid kit

**E. Items required in the Recovery Support Vehicle**

- 1 ea. Type B Arrow board mounted or towed in accordance with MUTCD specifications
- 60 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- 4 ea. Fabric, MUTCD approved Incident Mgt. Warning signs
- 4 ea. Portable sign stands for 48" MUTCD-compliant warning signs with stands
- 1 ea. High pressure air cushion (24"x24") with control module and hose
- 1 ea. Gas powered cut-off saw
- 1 ea. Acetyline/Oxygen cutting torch
- 4 ea. 500-watt Auxiliary flood lights w/stands
- 1 ea. Portable air compressor (may be on wreckers or support vehicle)
- 1 ea. Air impact wrench with sockets (may be on wreckers or support vehicle)
- 1 ea. Air powered metal chisel (may be on wreckers or support vehicle)
- 1 ea. Acetylene/Oxygen cutting torch
- 1 ea. Bolt cutters (36")
- 2 ea. Long handle shovels (flat blade)
- 2 ea. Long handle shovels (round blade)
- 2 ea. Aluminum or plastic coal or grain shovels
- 4 ea. Street brooms
- 1 ea. Adjustable drum moving/refrigerator dolly pr hand truck
- 1 ea. Pallet puller
- 2 ea. Large Tarpaulins (20 ft. x 20 ft.)
- 6 Dozen 30-minute Highway flares
- 200 lbs. or 50 gals. of oil dry or approved absorbent
- 2 ea. Vehicle plug/spill kit (putty/pads/poly socks)
- 1 Roll of rubber floor runner (36" wide)
- 2 Rolls of heavy duty (80 gauge) stretch wrap with dispenser, or equivalent
- 4 Rolls of duct tape
- Load binders and securement chain for a minimum 30-ton load
- 1 Case of heavy duty, 55-gallon trash bags (minimum 25 bags)
- 1 Roll of heavy gauge visqueen plastic sheeting
- 1 ea. Complete first-aid kit
- 4 ea. pallets of filled dry sandbags (approximately 200 1/2-filled standard woven plastic sandbags)
- 2 ea. Sewer drain or inlet covers (mud flaps acceptable)

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APPENDIX "C" - RISC Equipment  
D5 Incident Relocation and Clearance Services

- 1 ea. Extension ladder (18 ft or equivalent minimum)
- 5 ea 2.5 gal containers of Asphalt Cold Patch or Aquaphalt.
- 1 ea. Steel tamp for cold patch (8" x 8" minimum)

The Contractor shall also have available for ready deployment:

- An additional 400 lbs or 100 gals of oil-dry or approved absorbent

\*Note: Substitutions of comparable performance/capacity may be allowed with approval of FDOT D5 TIM Program Manager.

These tools, supplies and material are required as a minimum, unless otherwise directed by the TIM Program Manager or their designee. Note, the Department reserves the right to decline dispatch of equipment deemed unnecessary for the incident (e.g. Department may request activation without rotator and heavy wreckers for a lost load of gravel with no vehicle for recovery.) It is expected that a professional recovery wrecker operation will supplement this list with all items needed to operate in a safe and efficient manner. All equipment must be maintained and in safe, good working order throughout the term of this contract.

The "Contractor" grants the Florida Department of Transportation, and the Florida Highway Patrol the right to inspect the vehicles and equipment, or those of any subcontractor, upon request during normal business hours to establish or confirm that the Company is in compliance with the terms of this Agreement.

## APPENDIX "D"

### Incident Relocation and Clearance Services (IRCS) – Safe Tow

This exhibit addresses the procedure for Safe Tow operations to Florida Department of Transportation District Five's freeway and arterial roadway systems in Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia Counties. The objective of Safe Tow operations is to improve operational performance of these roadway systems during lane blocking events. The following are requirements:

Per call out rate:	\$500.00 – Class C
	\$125.00 – Class A
Hours of operation:	24-hrs/day, 7 days/week, 365 days/year
Coverage area:	State interstates and arterial roadway systems in the aforementioned counties
Incident response time:	30-minutes or less

The contractor, and all subcontractors, performing Safe Tow functionalities shall purchase and carry "Move It" business cards (design to be provided by the Department), which will provide information about Florida's vehicle relocation law and FHP contact information, to be used for drivers who question their obligation to allow relocation of vehicles.

#### Task Specifics:

1. Safe Tow shall be utilized to relocate vehicles that are involved in lane blocking incidents, or for those vehicles that become disabled in areas determined to be unsafe for the involved motorist or other roadway users to include, but not limited to: narrow shoulders, bridges, poorly lit areas, and areas with geographical sightline issues. Situational causes for Safe Tow relocation services include, but not limited to: vulnerable vehicle occupants such as senior citizens or small children who may be intolerant of heat/cold. This decision is made at the sole discretion of the TIM program manager or their designee(s) and/or on-scene responders with approval by the TIM program manager or their designee(s).
2. The prime contractor shall provide a 24/7 phone number that the RTMC operators can call to dispatch a Safe Tow unit. The prime contractor will be responsible for coordinating dispatch of subcontractors.
3. Requests for Safe Tow services can be requested by the TIM Program Manager or their designee(s), and/or on-scene emergency response partners.
4. Notification will be made to the driver via Road Ranger or other on-scene responder, when possible. When not available, notification will be made via FHP or local LEO dispatch via motorists' call-back number.
5. Once a Safe Tow call is received and information is provided, the Contractor has 30-minutes to reach the incident location.



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**APPENDIX "D" – PROPOSAL FORMS**  
**D5 Incident Relocation and Clearance Services**

6. Once the Safe Tow operator reaches the incident, they shall immediately notify the RTMC of their arrival time, which will be confirmed on camera or via on-scene emergency response personnel when possible.
7. The Safe Tow operator shall relocate lane blocking vehicles, or vehicles designated as being in an unsafe location, to a safe location, which shall be coordinated with TIM personnel in advance of relocation. Once relocated, the Safe Tow operator shall immediately notify RTMC of their arrival to the pre-determined location.
8. The Safe Tow operator shall acquire the following from the motorist:
  - a. Name of vehicle operator(s)
  - b. Cellular phone contact information
  - c. Vehicle license plate numbers
  - d. Make, model, and color of vehicle(s)
9. The Safe Tow operator shall inform each motorist that follow-up calls to determine law enforcement estimated arrival time can be made by dialing \*FHP (\*347).
10. The Safe Tow operator shall notify the RTMC of their departure time from the relocation site.
11. The Safe Tow operator shall not accept tips, solicit extended services (including destination towing services) nor recommend other towing companies due to law enforcement rotation requirements. Doing so is immediate grounds for termination of this contract at the Department's sole discretion.

Safe Tow will generally be requested by the RTMC, in accordance with law enforcement or other first responders on scene, with agreement by the vehicle owner/driver. If Safe Tow is requested for an incident (crashed or disabled vehicle) without first responder presence and the owner/driver refuses relocation, the Safe Tow operator shall contact the RTMC immediately. The RTMC will work with local law enforcement or their dispatchers to compel cooperation. If the RTMC is unable to get cooperation, the vendor will be paid at a 50% reduced Safe Tow rate or have the option to go back on top of Safe Tow rotation.

## Appendix "E"

# **Guidelines** For the **MITIGATION OF ACCIDENTAL DISCHARGES OF MOTOR VEHICLE FLUIDS (NON-CARGO)**

**APPROVED**  
**6/25/04**



**REVISED**  
**10/30/13**

**Guidelines**  
For the  
**MITIGATION OF ACCIDENTAL DISCHARGES OF MOTOR  
VEHICLE FLUIDS (NON-CARGO)**  
**Approved 6/25/04** (Revised 10/30/13)

### **Purpose, Goal and Objectives**

The following guidelines were prepared to outline steps that can be taken by early responders to motor vehicle crashes to reduce the confusion and subsequent delays in re-opening roadways when spilled vehicle fluids are involved. Refer to the existing policies in place for dealing with Hazardous Material releases.

These guidelines were developed by the multi agency, Florida Statewide Traffic Incident Management (TIM) Program to clarify the goals, objectives and processes for clearing the highway of spilled motor vehicle fluids resulting from crashes and other vehicle incidents. The guidelines were reviewed and endorsed by the Florida Department of Transportation (DOT), Florida Department of Environmental Protection (DEP), and Florida Highway Patrol. The content of these guidelines is based on and consistent with the open letter to Fire-Rescue Departments and other response agencies from the Department of Environmental Protection dated July 13, 2009.

Spilled vehicle fluids are generally petroleum products, and most commonly are crank-case engine oil or diesel fuel, but they may also include transmission, hydraulic, or other fluids. Typically, absorbed vehicle fluids rarely fail the Toxicity Characteristic Leaching Procedure (TCLP) and thus are **usually not hazardous wastes**.

The goal is to provide guidance to responders and assist them in meeting the primary TIM goal of the Open Road Policy (ORP), namely to clear the traffic incident scene within 90-minutes of the arrival of the first responder. In many incidents involving this level of spill, this goal can be far exceeded if these guidelines are followed.

The objectives of these guidelines are to:

- Provide specific procedural guidance for spilled vehicle fluid cleanup, and;
- Provide a reference for the disposal of spill materials.

### **Definitions**

For the purposes of these guidelines, the following definitions apply:

- Absorbent materials are any materials, manufactured or natural that may be used to absorb spilled fluid, and may include commercial absorbents, sawdust, floor sweep, peat moss, absorbent pads, sand, clay or even topsoil.
- Cargo means the commercial (or other) materials being transported by the motor vehicle. Materials that are an intrinsic part of the vehicle itself are “non-cargo”, even if the vehicle is a commercial vehicle.

- Commercial vehicle is one that carries cargo of commercial materials for pay, and may include, but not limited to, small, medium and heavy trucks; panel trucks and vans; tractor-trailers; commercial busses.
- **Defensive Actions For the purpose of these Guidelines Defensive Actions are those actions taken to contain the vehicle fluids.**
- Hazardous materials (HAZMAT) are materials posing immediate life-threatening danger to people and property, as defined in the US DOT "Emergency Response Guidebook"
- **Offensive Actions For the purpose of these Guidelines Offensive Actions are those actions taken by trained responders to plug or otherwise stop vehicle fluid leaks.**
- Private vehicle is any vehicle that is used for the personal transportation of its occupants on a not-for-hire basis, and may include, but not be limited to, passenger cars and cycles, vans and SUVs, motor homes and recreational vehicles, and busses used for private purposes.
- Responders may include law enforcement, Emergency Medical Services (EMS), fire rescue, wrecker operators, Road Rangers, contractors, and DOT or local highway agencies.
- Responsible Party (RP) is the entity having dominion over the product prior to the spill, not necessarily the party responsible for the accident.
- Spill means the expulsion of any vehicle fluids upon the roadway itself or the abutting areas that cause an immediate threat to traffic by hindering its normal operation in any way (covering surfaces causing slicks, dripping onto traffic below, etc.).
- Vehicle fluid, or simply fluid(s), are non-cargo liquid materials that are spilled from the vehicle, such as gasoline, diesel fuel; motor oil; coolants; transmission, brake and hydraulic fluids. These may originate from the engine, drive train, fuel tanks, wheel assemblies, compressors, air handlers or any component of the vehicle, including tractor and trailer, as applicable.

## Scope

These guidelines only apply to spilled motor vehicle fluids from private and commercial vehicles used for the operation of the vehicle. They do not apply to any hazardous material cargo spill.

The full extent of these guidelines cover crashes involving commercial vehicles. Spilled fluids from **passenger vehicle** crashes that are less than 25 gallons are exempt from reporting requirements, but still must be cleaned up to the satisfaction of DEP by responders or vehicle owners in accordance with this guideline for clearance.

## Clearance Procedure

In situations involving the spillage of vehicle fluids on a roadway from both **commercial vehicles** and **private vehicles**, the preferred clean-up method is to soak up as much material as possible using absorbent materials. Also, move the absorbent materials out of the travel lanes and store **outside of the clear zone, following appropriate maintenance of traffic guidelines**. In some cases the material may be containerized or placed in the damaged vehicle(s) for removal by the towing company. **Note DOT and other crash-scene responders may apply absorbents and sweep off travel lanes regardless of the quantity** It is **not** necessary to await a clean-up contractor.

Clean up normally involves the use of granular absorbents or vermiculite, floor sweep, peat moss, pads and booms, clay or topsoil. In limited situations, sand can also be used but it is better suited for increasing friction than to be used as an absorbent. If immediately available, an alternative method for dealing with the thin film that may remain after absorbents are used is to apply a light dusting with Portland cement.

Defensive **actions** can include containment, diking or soil berming. Offensive **actions** can include stopping the leak at the source. These efforts not only limit the size of the release, but also can help prevent the spilled material from entering storm drains. Pails, buckets, kiddie pools, as well as hand transfer pumps are typical items used to contain and limit diesel fuel spills on roadways. Before any actions are taken the materials should be properly identified using the Emergency Response Guidebook or other reference guide. Appropriate Personal Protective Equipment (PPE) should be used. Actions to be taken also depend on the responders' level of training and expertise.

The Responsible Party (RP) is accountable for vehicle fluid spillage, including the final removal and proper disposal of absorbents and if needed the subsequent site remediation. If the RP does not or cannot handle this responsibility in a timely manner, the governing authority [State of Florida, County, City, etc.] will initiate disposal and the responsible party will be billed. **Clean-up actions taken by early responders do not affect or limit this responsibility.**

Responders should be aware that it often takes several hours for a clean-up contractor to arrive on-scene. Therefore, priority should be given to re-opening the travel lanes. In many cases lanes can be re-opened with a minimal effort using available absorbents applied by on-scene personnel.

Additional or incidental material spilled during the relocation of the vehicle out of the travel lanes of the roadway can be cleaned up and moved to the roadside with the other absorbents used at the scene. *The responsible party remains accountable!*

Absorbent material moved out of travel lanes may be bagged in heavy-duty trash bags, wrapped or 'diapered' in plastic sheeting, or containerized in pails or barrels. The material should be well off the travel portion of the roadway and can remain there a reasonable time to allow for disposal by the responsible party or a contractor, (paid by the responsible party). The material may be placed in a container and placed in the damaged vehicle(s) and removed by the towing company for proper disposal.

The containers used to hold the material should be tagged and clearly marked to indicate the type of absorbent used and the material that was spilled. It is also desirable to indicate the responsible party. Care should be taken not to overload the containers used to store the absorbents. If trash bags are used, double bag and limit each bag to about 15 pounds.

The reportable quantity of 25 gallons does not automatically prevent or limit on scene actions to mitigate the spill. In fact **prompt intervention is encouraged** to limit the congestion impact and prevent the high probability of secondary incidents as a result of

extended traffic blockage. **It is very important that every effort be made to limit the amount of time the spilled fluids are in contact with asphalt pavement.**

Traffic cones or other readily identifiable methods should be used at the site to mark the location of the material for later retrieval.

Spill cleanup by a fire department; highway agency, wrecker operator, roadway contractor or the responsible party should be limited to spills of a magnitude within their capabilities. **However, no *qualified responder is restricted from taking prompt action to stop the spill at its source or to contain and limit the size of the spill, to limit the damage to the pavement surface, and to prevent any flammable material from catching fire.***

Vehicle fluid spills, which have soaked into soil, will require cleanup but may be completed at a later date by the responsible party. Care must be taken to locate any underground utilities prior to the excavation of contaminated soil.

Disposal options for non-hazardous fuels, oils, and other vehicle fluids include, but not limited to:

- Thermal treatment at a permitted soil burner
- The use of an approved oil hauler for liquids
- Incineration at a local landfill incinerator
- And delivery to a local Household Hazardous Waste Facility. (Some limitations may apply)

Responders should have 'Right to know' instruction for handling these vehicle fluids and have completed the "Awareness" level of Hazardous Material Training at a minimum.

#### **NOTIFICATION and REPORTABLE QUANTITIES**

Florida DEP has adopted the US Environmental Protection Agency's **Reportable Quantities (RQ)** for hazardous substances, and an **RQ of 25 gallons for spilled petroleum products** spilled on land, or any amount which causes a sheen on surface waters shall be reported. If in doubt about the amount, it is recommended the incident be reported by calling the State Watch Office, who will contact DEP's Bureau of Emergency Response (BER).

#### **STATE WATCH OFFICE [800] 320-0519, 24 hours, 7 days**

When calling be prepared to give the location, type of fluid spilled, RP name, address and phone number.

## VEHICLE FLUID SPILL CLEAN-UP GUIDELINES

## Quick Action Guide

- Identify spill as a vehicle fluid
- Stop leaking material at the source
- Contain and limit spill from spreading
- Apply available absorbent
- Sweep material off travel lanes
- Apply second application, if necessary
- Gradually restore traffic flow
- Identify Reportable Quantity and mark location of material
- Ensure proper notification is made; State Watch Office 800/320-0519 or appropriate FDOT personnel

All of these actions should be based on responder's level of training, use of the appropriate Personal Protective Equipment (PPE), and following relevant Maintenance of Traffic Guidelines.

**APPENDIX "F"**  
**CERTIFICATION**  
**DISBURSEMENT OF PREVIOUS PAYMENTS**

Date: \_\_\_\_\_, 20\_\_

Contract No.: \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_

**Contract For:**

To release payment for all work performed in the Month of, \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

As prime contractor for the above referenced contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Signature) Owner, President, Vice President or Designated Officer (Corp. Resolution\*)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Title)

\*If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

**CERTIFICATION MUST BE ATTACHED TO INVOICE**



**APPENDIX "G"**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF CONTRACT COMPLETION

Contract Number \_\_\_\_\_ FPIN.:

Project Description \_\_\_\_\_

Contractor \_\_\_\_\_

**Contract For:**

**Contract Date** **Total Amount \$**

**CONTRACTOR'S AFFIDAVIT**

I solemnly swear and affirm: That the work under the above named contract and all amendments and supplements thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution)

(Title)

\_\_\_\_\_

**(Corporate Seal)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing affidavit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20

by \_\_\_\_\_, on behalf of the Vendor. He/She is personally known to me or has  
(Print / Type Name of Person Signing Above)

produced \_\_\_\_\_, as identification. (Type of Identification)

Notary Public: **(Notary Stamp)** (Signature)

Type/Print Name: \_\_\_\_\_

\* If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

**CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE**

**State of Florida  
PUR 1000  
General Contract Conditions**

**Contents**

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
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10. Literature.
11. Transportation and Delivery.
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46. Execution in Counterparts.
47. Severability.

**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

**2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

- 4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
  - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
  - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
  - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
  - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the 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 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 Contract would result in a substantial loss.
- 5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

**15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

**16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

**17. Governmental Restrictions.** 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 Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) 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 (2) 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 (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). 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 this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: 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.

**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the



Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract 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 shall 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 shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or 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 Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) 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 (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall 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 State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

**44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**State of Florida  
PUR 1001  
General Instructions to Respondents**

**Contents**

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**1. Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.



- 2. General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- 3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
  - an electronic signature on the response, generally,
  - an electronic signature on any form or section specifically calling for a signature, and
  - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- 4. Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
  - Technical Specifications,
  - Special Conditions and Instructions,
  - Instructions to Respondents (PUR 1001),
  - General Conditions (PUR 1000), and
  - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

- 5. Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within

the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
  - submitting a bid on a contract to provide any goods or services to a public entity;
  - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - submitting bids on leases of real property to a public entity;
  - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
  - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
  - submit a bid on a contract to provide any goods or services to a public entity;
  - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - submit bids on leases of real property to a public entity;
  - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
  - transact business with any public entity.
9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent

cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

**10. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the

product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
- 14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
- 15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a

respondent in preparing or producing its response or for any work performed before the Contract is effective.

**18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

**21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## CFX'S EXHIBIT "C"

### CONTRACTOR'S AREAS OF COVERAGE

*Check the box to indicate the segments you will cover.*

<b>Roadway</b>	<b>County</b>	<b>From</b>	<b>To</b>	<b>Approx. Distance</b>
S.R. 408	Orange	Interchange Florida's Turnpike near S.R. 50 west at Clarke Road	Interchange with SR 50 east of Alafaya Trail	22 miles  There are four mainline and 22 ramp toll plazas.
S.R. 414 a/k/a John Land Apopka Expressway	Orange	US 441 / Orange Blossom Trail	US 441 near Plymouth Sorrento Road	9 miles Out of the total 9 miles, 3 miles are part of the dual route with SR 429 (SR 429/414).  There is one mainline plaza and four ramp plazas.
S.R. 417 a/k/a Central Florida GreeneWay	Orange	The interchange with International Drive near SR 535, running east, south of the Orlando International Airport,	and turning north to the Seminole/Orange County line,	32 miles  There are four mainline and 26 ramp plazas on this roadway.  The portions of SR 417 north of the Seminole/Orange County line and south of International Drive are owned and operated by the Florida Department of Transportation (FDOT).

<b>Roadway</b>	<b>County</b>	<b>From</b>	<b>To</b>	<b>Approx. Distance</b>
S.R. 429 a/k/a Daniel Webster Western Beltway	Orange	Seidel Road north	Mount Plymouth Road	31 miles (Of the total 31 miles, 3 miles are part of the dual route with SR 414 (SR 429/414))  There are two mainline plazas, two mainline gantries and 12 ramp plazas. + The portion of SR 429 from south of Seidel Road to I-4 is owned and operated by FDOT.
S.R. 451	Orange	north of SR 414	US 441 near Vick Road	2 miles There are no mainline or ramp plazas.
S.R. 453	Orange and Lake	SR 429	SR 46 in Lake County	2 miles There is one mainline gantry.
S.R. 528 a/k/a Martin B. Anderson Beachline Expressway	Orange	Boggy Creek Road / McCoy Road in the west	SR 520 in the east	23 miles There are two mainline and ten ramp facilities (includes two ramp rebate gantries).  The portions of SR 528 east and west of CFX's jurisdiction are owned and operated by the FDOT.
SR 538 a/k/a Poinciana Parkway	Osceola	Cypress Parkway	US 17-92	7.2 miles There are two mainline All Electronic Gantries.
Goldenrod Extension	Orange	SR 528	Narcoossee Rd	2 miles There is 1 mainline plaza.

Note 1. While CFX's jurisdiction includes; Orange, Brevard, Lake, Osceola, and Seminole Counties; only Orange, Lake and Osceola Counties have active limited access highways, interchanges, and ramps online. It is anticipated that additional limited access highways, interchanges, and ramps will become active and online within Lake County and Osceola Counties.



E.

Reports

# **E.1.**

## **Chairman's Report**

**THERE ARE NO  
BACKUP MATERIALS  
FOR THIS ITEM**

**E.2.**

**Treasurer's Report**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: August 28, 2023 *MCC*

RE: July 2023 Financial Reports

Attached please find the July 2023 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
AND RELATED DOCUMENTS  
FOR THE MONTH ENDING JULY 31, 2023 AND YEAR-TO-DATE**

	FY 24 MONTH ACTUAL	FY 24 MONTH BUDGET	FY 24 YEAR-TO-DATE ACTUAL	FY 24 YEAR-TO-DATE BUDGET	FY 24 YEAR-TO-DATE VARIANCE	FY 24 YEAR-TO-DATE % VARIANCE	FY 23 - 24 YEAR-TO-DATE COMPARISON
<b>REVENUES</b>							
TOLLS*	\$ 57,403,258	\$ 57,628,900	\$ 57,403,258	\$ 57,628,900	\$ (225,642)	-0.4%	6.7%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	98,480	87,917	98,480	87,917	10,563	12.0%	-15.6%
TRANSPONDER SALES	181,322	200,934	181,322	200,934	(19,611)	-9.8%	-10.2%
OTHER OPERATING	17,717	14,966	17,717	14,966	2,752	18.4%	4.6%
INTEREST	852,126	850,562	852,126	850,562	1,564	0.2%	888.2%
MISCELLANEOUS	75,506	74,272	75,506	74,272	1,234	1.7%	12.1%
<b>TOTAL REVENUES</b>	<b>\$ 58,628,409</b>	<b>\$ 58,857,550</b>	<b>\$ 58,628,409</b>	<b>\$ 58,857,550</b>	<b>\$ (229,141)</b>	<b>-0.4%</b>	<b>8.0%</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	\$ 4,628,698	\$ 4,772,468	\$ 4,628,698	\$ 4,772,468	\$ 143,770	3.0%	62.2%
MAINTENANCE	178,610	214,957	178,610	214,957	36,347	16.9%	8.6%
ADMINISTRATION	558,600	674,913	558,600	674,913	116,313	17.2%	10.0%
OTHER OPERATING	-	-	-	-	-	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 5,365,908</b>	<b>\$ 5,662,338</b>	<b>\$ 5,365,908</b>	<b>\$ 5,662,338</b>	<b>\$ 296,430</b>	<b>5.2%</b>	<b>52.2%</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 53,262,501</b>	<b>\$ 53,195,212</b>	<b>\$ 53,262,501</b>	<b>\$ 53,195,212</b>	<b>\$ 67,289</b>	<b>0.1%</b>	<b>4.9%</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 17,997,698</b>	<b>\$ 18,122,997</b>	<b>\$ 17,997,698</b>	<b>\$ 18,122,997</b>	<b>\$ 125,299</b>	<b>0.7%</b>	<b>-1.7%</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 35,264,803</b>	<b>\$ 35,072,215</b>	<b>\$ 35,264,803</b>	<b>\$ 35,072,215</b>	<b>\$ 192,588</b>	<b>0.5%</b>	<b>8.7%</b>

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 Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION  
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022  
FOR THE MONTH ENDING JULY 31, 2023 AND YEAR-TO-DATE**

	<u>FY 2024 ACTUAL</u>	<u>FY 2024 BUDGET</u>	<u>VARIANCE</u>	<u>FY 24 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 4,628,698	\$ 4,772,468	\$ 143,770	3.0%
Maintenance	178,610	214,957	36,347	16.9%
Administration	558,600	674,913	116,313	17.2%
Other Operating	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total O M & A	\$ 5,365,908	\$ 5,662,338	\$ 296,430	5.2%
 Capital Expenditures				
Operations	\$ -	\$ -	\$ -	0.0%
Maintenance	-	-	-	0.0%
Administration	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
Total Capital Expenditures	\$ -	\$ -	\$ -	0.0%

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 Comprehensive Annual Financial Reports.



**Central Florida Expressway Authority**  
**Operations - Comparison of Actual to Budget**  
**For the One Month Ending July 31, 2023**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	47,753	54,152	6,399	11.82%
Image Review	113,777	123,087	9,310	7.56%
Special Projects	17,039	18,301	1,262	6.90%
Information Technology	479,433	496,813	17,380	3.50%
E-PASS Service Center	1,457,179	1,538,131	80,952	5.26%
Business Relations	10,515	10,890	375	3.44%
Public Outreach/Education	1,079	2,383	1,304	54.73%
<b>Subtotal CFX</b>	<b><u>\$2,126,775</u></b>	<b><u>\$2,243,758</u></b>	<b><u>\$116,983</u></b>	<b><u>5.21%</u></b>
Plazas	2,505,924	2,528,710	22,787	0.90%
<b>Subtotal Toll Facilities</b>	<b><u>\$2,505,924</u></b>	<b><u>\$2,528,710</u></b>	<b><u>\$22,787</u></b>	<b><u>0.90%</u></b>
<b>Total Operations Expenses</b>	<b><u><u>\$4,632,698</u></u></b>	<b><u><u>\$4,772,468</u></u></b>	<b><u><u>\$139,770</u></u></b>	<b><u><u>2.93%</u></u></b>





**Central Florida Expressway Authority  
Maintenance - Comparison of Actual to Budget  
For the One Month Ending July 31, 2023**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	80,422	85,844	5,422	6.32%
Traffic Operations	88,789	121,613	32,824	26.99%
Routine Maintenance	9,400	7,500	(1,900)	-25.33%
<b>Total Maintenance Expenses</b>	<u><u>\$178,610</u></u>	<u><u>\$214,957</u></u>	<u><u>\$36,346</u></u>	<u><u>16.91%</u></u>



**Central Florida Expressway Authority**  
**Administration - Actual to Budget by Cost Center**  
**For the One Month Ending July 31, 2023**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	13,594	13,833	239	1.73%
Security	10,677	12,292	1,615	13.14%
525 Magnolia	459	2,417	1,958	81.01%
Administrative Services	142,668	161,811	19,143	11.83%
Engineering	5,996	7,357	1,361	18.50%
Legal	47,507	49,379	1,872	3.79%
Accounting	125,977	143,100	17,123	11.97%
Procurement	40,647	58,437	17,790	30.44%
Contracts Compliance	13,681	14,142	461	3.26%
Risk Management	64,209	69,030	4,821	6.98%
Records Management	18,645	25,196	6,550	26.00%
Human Resources	23,971	31,013	7,042	22.71%
Supplier Diversity	16,701	16,828	127	0.75%
Communications	29,933	63,775	33,842	53.07%
Construction Administration	5,977	6,303	327	5.18%
Internal Audit	0	0	0	0.00%
<b>Grand Total Expenses</b>	<u><u>\$560,642</u></u>	<u><u>\$674,913</u></u>	<u><u>\$114,271</u></u>	<u><u>16.93%</u></u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON  
FOR THE MONTH ENDING JULY 31, 2023 AND YEAR-TO-DATE**

	FY 24 YEAR-TO-DATE ACTUAL	FY 24 YEAR-TO-DATE BUDGET	FY 24 YEAR-TO-DATE VARIANCE	FY 23 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE BUDGET	FY 23 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
<b>REVENUES</b>							
TOLLS	\$ 57,403,258	\$ 57,628,900	\$ (225,642)	\$ 53,796,336	\$ 49,356,635	\$ 4,439,701	\$ (4,665,343)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	98,480	87,917	10,563	116,651	69,406	47,245	(36,682)
TRANSPONDER SALES	181,322	200,934	(19,611)	201,924	163,779	38,145	(57,756)
OTHER OPERATING	17,717	14,966	2,752	16,933	8,965	7,968	(5,216)
INTEREST	852,126	850,562	1,564	86,234	196,840	(110,606)	112,170
MISCELLANEOUS	75,506	74,272	1,234	67,340	67,085	255	979
<b>TOTAL REVENUES</b>	<b>\$ 58,628,409</b>	<b>\$ 58,857,550</b>	<b>\$ (229,141)</b>	<b>\$ 54,285,418</b>	<b>\$ 49,862,710</b>	<b>\$ 4,422,708</b>	<b>\$ (4,651,849)</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	\$ 4,628,698	\$ 4,772,468	\$ 143,770	\$ 2,853,301	\$ 2,976,248	\$ 122,947	\$ 20,823
MAINTENANCE	178,610	214,957	36,347	164,531	201,736	37,205	(858)
ADMINISTRATION	558,600	674,913	116,313	508,007	566,775	58,768	57,545
OTHER OPERATING	-	-	-	-	-	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 5,365,908</b>	<b>\$ 5,662,338</b>	<b>\$ 296,430</b>	<b>\$ 3,525,839</b>	<b>\$ 3,744,759</b>	<b>\$ 218,920</b>	<b>\$ 77,510</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 53,262,501</b>	<b>\$ 53,195,212</b>	<b>\$ 67,289</b>	<b>\$ 50,759,579</b>	<b>\$ 46,117,951</b>	<b>\$ 4,641,628</b>	<b>\$ (4,574,339)</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 17,997,698</b>	<b>\$ 18,122,997</b>	<b>\$ 125,299</b>	<b>\$ 18,311,226</b>	<b>\$ 18,322,446</b>	<b>\$ (11,220)</b>	<b>\$ 136,519</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 35,264,803</u></b>	<b><u>\$ 35,072,215</u></b>	<b><u>\$ 192,588</u></b>	<b><u>\$ 32,448,353</u></b>	<b><u>\$ 27,795,505</u></b>	<b><u>\$ 4,652,848</u></b>	<b><u>\$ (4,460,260)</u></b>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS**  
**PREVIOUS YEAR COMPARISON**  
**FOR THE MONTH ENDING JULY 31, 2023 AND YEAR-TO-DATE**

	FY 24 MONTH ACTUAL	FY 23 MONTH ACTUAL	FY 23 - 24 SAME MONTH COMPARISON	FY 24 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE ACTUAL	FY 23 - 24 YEAR-TO-DATE COMPARISON
<b>REVENUES</b>						
TOLLS	\$ 57,403,258	\$ 53,796,336	\$ 3,606,922	\$ 57,403,258	\$ 53,796,336	\$ 3,606,922
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	98,480	116,651	(18,171)	\$ 98,480	116,651	(18,171)
TRANSPONDER SALES	181,322	201,924	(20,602)	\$ 181,322	201,924	(20,602)
OTHER OPERATING	17,717	16,933	784	\$ 17,717	16,933	784
INTEREST	852,126	86,234	765,892	\$ 852,126	86,234	765,892
MISCELLANEOUS	75,506	67,340	8,166	\$ 75,506	67,340	8,166
<b>TOTAL REVENUES</b>	<b>\$ 58,628,409</b>	<b>\$ 54,285,418</b>	<b>\$ 4,342,991</b>	<b>\$ 58,628,409</b>	<b>\$ 54,285,418</b>	<b>\$ 4,342,991</b>
<b>O M &amp; A EXPENSES</b>						
OPERATIONS	\$ 4,628,698	\$ 2,853,301	\$ 1,775,397	\$ 4,628,698	\$ 2,853,301	\$ 1,775,397
MAINTENANCE	178,610	164,531	14,079	\$ 178,610	164,531	14,079
ADMINISTRATION	558,600	508,007	50,593	\$ 558,600	508,007	50,593
OTHER OPERATING	-	-	-	\$ -	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 5,365,908</b>	<b>\$ 3,525,839</b>	<b>\$ 1,840,069</b>	<b>\$ 5,365,908</b>	<b>\$ 3,525,839</b>	<b>\$ 1,840,069</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 53,262,501</b>	<b>\$ 50,759,579</b>	<b>\$ 2,502,922</b>	<b>\$ 53,262,501</b>	<b>\$ 50,759,579</b>	<b>\$ 2,502,922</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 17,997,698</b>	<b>\$ 18,311,226</b>	<b>\$ (313,528)</b>	<b>\$ 17,997,698</b>	<b>\$ 18,311,226</b>	<b>\$ (313,528)</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 35,264,803</u></b>	<b><u>\$ 32,448,353</u></b>	<b><u>\$ 2,816,450</u></b>	<b><u>\$ 35,264,803</u></b>	<b><u>\$ 32,448,353</u></b>	<b><u>\$ 2,816,450</u></b>

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# E.3.

## Executive Director's Report

**THE EXECUTIVE DIRECTOR'S REPORT  
WILL BE PROVIDED PRIOR TO THE  
BOARD MEETING**

**F.**

# **Regular Agenda Items**

**F. 1.**



**THE BACKUP FOR THIS ITEM WILL BE  
PROVIDED AT A LATER DATE**