

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
October 12, 2017  
9:00 a.m.

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

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

**B. PUBLIC COMMENT**

Pursuant to Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public interest is on the Board's agenda, but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

**C. APPROVAL OF SEPTEMBER 7, 2017 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. **ORLANDO ECONOMIC PARTNERSHIP FINAL REPORT FROM THE CENTRAL FLORIDA TRANSPORTATION TASK FORCE**, *Tracey Stockwell, CFO at Universal Orlando, Chair of the Central Florida Transportation Task Force, Orlando Economic Partnership*  
(info. item)
2. **NEW CUSTOMER PAYMENT OPTION**, *Corey Quinn, Chief of Technology/Operations*  
(action item)

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

3. **NEW PROCESS FOR TAG REGISTRATION HOLD RELEASE**, *Corey Quinn, Chief of Technology/Operations* (action item)
4. **UPDATE ON OSCEOLA COUNTY CONCEPT, FEASIBILITY AND MOBILITY STUDIES**, *Glenn Pressimone, Director of Engineering* (info. Item)
5. **CFX'S PREPARATION FOR CONNECTED/AUTOMATED VEHICLES**, *Bryan Homayouni, Manager of Traffic Operations* (info. Item)

## G. BOARD MEMBER COMMENT

## H. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at 407-690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at [Iranetta.dennis@CFXway.com](mailto:Iranetta.dennis@CFXway.com) at least three business days prior to the event.

C.

APPROVAL OF  
BOARD MEETING MINUTES

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING September 7, 2017

**Location: Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Board Room**

### Board Members Present:

Mayor Buddy Dyer, City of Orlando (Chairman)  
Jay Madara, Gubernatorial Appointment (Treasurer)  
Mayor Teresa Jacobs, Orange County  
Commissioner Sean Parks, Lake County  
Commissioner Jennifer Thompson, Orange County  
S. Michael Scheeringa, Gubernatorial Appointment

### Board Members Appearing by Telephone:

Commissioner Brenda Carey, Seminole County  
Commissioner Jim Barfield, Brevard County

### Board Member Not Present:

Commissioner Fred Hawkins, Jr., Osceola County (Vice Chairman)  
Andria Herr, Gubernatorial Appointment

### Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

### Staff Present at Dais:

Laura Kelley, Executive Director  
Joseph L. Passiatore, General Counsel  
Mimi Lamaute, Recording Secretary

## **A. CALL TO ORDER**

The meeting was called to order at 3:00 p.m. by Chairman Buddy Dyer.

## **B. PUBLIC COMMENT**

There was no public comment.



**C. APPROVAL OF MINUTES**

A motion was made by Commissioner Thompson and seconded by Mr. Scheeringa to approve the August 13, 2017 Board Meeting Minutes as presented. The motion carried unanimously with six (6) members present and voting AYE by voice vote and two (2) members, Commissioner Carey and Commissioner Barfield, voting AYE via telephone.

**D. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval.

**ACCOUNTING/FINANCE**

1. Authorization to Advertise for Proposals for Cost to Collect Analysis, Contract No. 001352

**CONSTRUCTION**

2. Authorization to Advertise for Construction Bids S.R. 408 Milling & Resurfacing from S.R. 50 to Ortman Drive, Project No. 408-742A, Contract No. 001355
3. Authorization to Advertise for Construction Bids S.R. 408 Milling & Resurfacing from Ortman Drive to Westmoreland Drive, Project No. 408-742B, Contract No. 001356
4. Authorization to Advertise for Construction Bids S.R. 528 / Boggy Creek Road Interchange Improvements, Project 528-145, Contract No. 001357
5. Approval of Final Ranking and Authorization to enter into Fee Negotiations for Construction, Engineering and Inspection Services for S.R. 417 Widening from Econlockhatchee to Seminole County with Target Engineering Group, Project No. 417-134, Contract No. 001315
6. Approval of Construction Contract Modifications on the following projects:
  - a. Project 528-138 Southland Construction, Inc. (\$52,301.67)
  - b. Project 417-133 Gregory Construction, Inc. (\$121,627.93)
  - c. Project 429-202 Prince Contracting, LLC \$70,887.46
  - d. Project 429-204 Southland Construction, Inc. \$118,295.70
  - e. Project 528-131 SEMA Construction, Inc. (\$37,378.85)
  - f. Project 528-313 The Lane Construction Corp. \$301,471.80
  - g. Project 429-206 GLF Construction Corp. \$169,734.54
7. Approval to Award Contract to CDM Smith, Inc. for Construction, Engineering and Inspection Services for S.R. 408/417 Interchange Improvements Phase 2, Project No. 408-253G, Contract No. 001278 (Agreement Value: Not-to-Exceed \$5,300,000.00)

## **ENGINEERING**

8. Approval of Final Ranking and Authorization for Fee Negotiations for Concept, Feasibility & Mobility Studies of the Northeast Connector Expressway Extension with Volkert, Project No. 599-215, Contract No. 001209

## **INFORMATION TECHNOLOGY (IT)**

9. Authorization to Execute Cooperative Purchase Agreement with 4 Corner Resources, LLC for Information Technology Staff Augmentation Services, Contract No. 001347 (Agreement Value: \$2,063,000.00)
10. Approval of Purchase Order to Oracle America, Inc. for Software Update Licenses and Support (Agreement Value: \$62,936.18)

## **LEGAL**

11. Approval of Proposed Settlement Agreement of Expert Fees and Costs with Anthony Randall Carter in the amount of \$56,202.47 for Parcel 252, Project 492-204
12. Approval of Proposed Settlement Agreement in the amount of \$545,300.00 with William S. Bennett and Peggy H. Bennett for Parcel 260, Project 429-204
13. Approval of Proposed Settlement Agreement with Ramlee Holdings Limited Partnership in the amount of \$3,558,647.75 for Parcel 330 (Parts A, B and C), Parcel 730 and Parcel 731A and 731B, Project 429-206
14. Approval of Proposed Settlement Agreement with Hill's of Florida, LLC in the amount of \$14,800 for Parcel 336, Project 429-206
15. Approval of Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a Duke Energy for Parcels 287/887, 288, 289 (Parts A and B), 889 (Parts A and B), 890, and 292, Project 429-205
16. Approval of Proposed Update to the Central Florida Expressway Authority's Property Acquisition & Disposition Procedures Manual to include Policies and Procedures to Address Requests for Utility Crossings and Requests for Temporary Access

## **MAINTENANCE**

17. Approval of Contract Award to LaFleur Nurseries & Garden Center, LLC for S.R. 429 Wekiva Parkway Landscape, Project No. 429-824, Contract No. 001289 (Agreement Value: \$2,990,343.50)

## **OPERATIONS**

18. Approval of Fortitude International, LLC as Subconsultant for the Toll System Upgrade Project Contract with TransCore, Contract No. 001021
19. Approval of Purchase Order to TAPCO for Camera equipment for Wrong Way Driving System (Agreement Value: \$106,240.00)
20. Authorization to Advertise for Rapid Incident Scene Clearance Services, Contract No. 001346
21. Award of Contract to Convergent Technologies for CFX Headquarters Building Security Systems Upgrades, Project 599-527, Contract No. 001275 (Agreement Value: \$381,200.00)

## **RECORDS MANAGEMENT**

22. Approval of Contract Renewal with The DRS Group of Florida for Document Conversion Services, Contract No. 000978 (Agreement value: \$40,000.00)

## **LEGAL CONTINUED**

23. Approval of Proposed Mediated Settlement Agreement with Harrell & Sutherland Development Company, a Florida Corporation in the amount of \$770,000.00 for Parcel 313, Project 429-206

**A motion was made by Mr. Madara and seconded by Commissioner Thompson to approve the Consent Agenda as presented. The motion carried unanimously with six (6) members present and voting AYE by voice vote and two (2) members, Commissioner Carey and Commissioner Barfield, voting AYE via telephone.**

## **E. REPORTS**

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

- Due to Hurricane Irma, the only item that will be heard today is Item F.1. Proposed Settlement. Item F.2. Connected/Autonomous Vehicles will be heard at the October meeting.

- Chairman Dyer stressed the importance of completing hurricane preparations. He advised that as of Tuesday afternoon Governor Scott and Ms. Kelley have suspended all tolls to facilitate the necessary evacuations. Ms. Kelley added that CFX has also extended Road Ranger hours and CFX is cooperating with FHP to keep roadways clear.

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

Mr. Madara reported that the financial results represent the first month of the new fiscal year. Toll revenues for July were \$36,008,837, which is 4% above projections and 6% above prior year.

Total OM&A expenses were \$2.3 million for the month, which is 9% under budget.

After debt service, the total net revenue available for projects was \$21 million. Our projected year-end senior lien debt service ratio is 2.23, which is in line with budget.

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

Laura Kelley provided the Executive Director's Report in written form.

She announced that meetings have begun with FHP to discuss the construction safety campaign. In addition, in anticipation of Hurricane Irma, Ms. Kelley reported that she and a core team will be working this weekend to make sure that CFX's roadways are safe and kept running smoothly.

## F. **REGULAR AGENDA ITEMS**

### 1. **PROPOSED SETTLEMENT WITH PROJECT ORLANDO FOR PARCELS 197/897, 230, 257 AND 267, WEKIVA PARKWAY PROJECT (PROJECTS 429-203 AND 429-204)**

Mr. Jay Small with Mateer Harbert, P.A. is recommending and seeking the Board's approval of a proposed settlement with Project Orlando and PSP/MRC Debt Portfolio S-1, L.P. ("the Lender") for Parcels 197/897, 230, 257 and 267 in the amount of \$22,195,348.85. He provided the Board with a summary comparing CFX's appraised value, Owner's appraised value/demand, and the proposed settlement offer. The settlement resolves all issues for all of the parcels, Parcels 197/897, 230, 257 and 267, and the pending appeal. It releases CFX from all current and future liability, and eliminates additional attorney's fees and costs and resolves CFX's liability for apportionment proceedings. He explained that there is a pending foreclosure action on the property the Lender has signed the Stipulated Final Judgment which includes a release from the Lender of all claims against CFX. The CFX Right of Way Committee unanimously recommended approval of the settlement.

A motion was made by Mayor Jacobs and seconded by Mr. Scheeringa to approve the all-inclusive settlement offer in the amount of \$22,195,348.85 and authorization to execute the all-inclusive stipulated final judgment. The motion carried unanimously with six (6) members present and voting AYE by voice vote and two (2) members, Commissioner Carey and Commissioner Barfield, voting AYE via telephone.

**G. BOARD MEMBER COMMENT**

There were no comments from the Board members.

**H. ADJOURNMENT**

Chairman Dyer adjourned the meeting at 3:13 p.m.

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Buddy Dyer  
Chairman  
Central Florida Expressway Authority

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Mimi Lamaute  
Recording Secretary  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2017.

*Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com) or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, [www.expresswayauthority.com](http://www.expresswayauthority.com)*

**D.**

**Consent Agenda**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA

October 12, 2017

### CONSTRUCTION

1. Approval of Contract Renewal No. 2 with Stantec Consulting Services, Inc., for Construction Management Consultant Services, Contract No. 001033 (Agreement Value: \$1,500,000.00)
2. Approval of Construction Contract Modifications on the following projects:
  - a. Project 429-204 Southland Construction, Inc. \$80,305.60
  - b. Project 408-127 The Lane Construction Corp. \$38,976.49
  - c. Project 429-202 Prince Contracting, LLC (\$59,007.30)
  - d. Project 253F The Lane Construction Corp. \$152,060.13
3. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Services for S.R. 417 Widening from Econlockhatchee to Seminole County with Target Engineering Group, Project No. 417-134, Contract No. 001315

### ENGINEERING

4. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for S.R. 528/S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to Goldenrod Road, Project No. 528-143, Contract No. 001314
5. Approval of Contract Award for Goldenrod Road Milling and Resurfacing from Lee Vista Boulevard to Narcoossee Road to Preferred Materials, Inc., Project No. 800-903E, Contract No. 001317
6. Approval of K & M Data Collection, LLC as Subconsultant for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc., Contract No. 001145

### MAINTENANCE

7. Confirmation and Approval of Declaration of Emergency for Surface Depression Repair on Wekiva Parkway (Agreement Value: \$250,000.00)
8. Approval of Contract Renewal No. 2 with Groundtek of Central Florida, LLC for S.R. 408, S.R. 417 and CFX Headquarters' Building Landscape Maintenance Services, Contract No. 000965 (Agreement Value: \$1,874,451.76)
9. Approval of Contract Renewal No. 1 with Commercial Companies, Inc. for S.R. 528, S.R. 429, S.R. 414, and S.R. 451 Landscape Maintenance Services, Contract No. 001050 (Agreement Value: \$1,781,413.33)

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

10. Approval of Air Balance Unlimited, Inc. as Subconsultant for the Facilities Maintenance Services Contract with HDR/ICA, Contract No. 001150
11. Approval of Mobley II Enterprises, LLC as Subconsultant for the Roadway and Bridge Maintenance Services Contract with Jorgensen Contract Services, LLC, Contract No. 001151

## OPERATIONS

12. Approval of Final Ranking and Award of Contract for Design Services for the Network Phase II Project with VHB, Project 599-524, Contract No. 001292 (Agreement Value: \$425,000.00)

## SUPPLIER DIVERSITY

13. Approval of Supplemental Agreement No. 1 to the Construction Contractor Compliance Consultant Contract with MTN Resources, LLC, Contract No. 001182 (Agreement Value: \$335,300.94)




## **CONSENT AGENDA ITEM**

**#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: September 18, 2017

SUBJECT: Approval of Contract Renewal No. 2 with  
Stantec Consulting Services, Inc., for Construction Management Consultant  
Services  
Contract No. 001033

Board approval is requested for the second renewal of the referenced contract with Stantec Consulting Services, Inc., in the amount of \$1,500,000.00 for a one year period beginning October 14, 2017 and ending on October 13, 2018. The original contract was for two years with three one-year renewals.

Original Contract Amount	\$3,000,000.00
First Renewal	\$1,500,000.00
Second Renewal	<u>\$1,500,000.00</u>
Total	\$6,000,000.00

The services to be provided by Stantec Consulting Services, Inc. under this renewal include furnishing Construction Management Consultant services as required by CFX.

This contract is budgeted for in the OM&A Budget.

Reviewed by: 

Ben Dreiling  
Director of Construction 

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CONTRACT RENEWAL AGREEMENT No. 2**  
**CONTRACT NO. 001033**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12<sup>th</sup> day of October, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Stantec Consulting Services, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated July 10, 2014, with a Notice to Proceed date of October 14, 2014, whereby CFX retained the Consultant to furnish Construction Management Consultant (CMC) Services required by CFX; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a second renewal of said Original Agreement beginning the 14th day of October, 2017 and ending the 13th day of October, 2018 at the cost of \$1,500,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the First Renewal Agreement ending October 13, 2017, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending October 13, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

CONSULTANT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)  
Secretary or Notary

If Individual, furnish two witness:

Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

Legal Approval as to Form

\_\_\_\_\_  
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 001033**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11<sup>th</sup> day of August, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Stantec Consulting Services, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated July 10, 2014, with a Notice to Proceed date of October 14, 2014, whereby CFX retained the Consultant to furnish Construction Management Consultant (CMC) Services required by CFX; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 14th day of October, 2016 and ending the 13th day of October, 2017 at the cost of \$1,500,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending October 13, 2016, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending October 13, 2016.


All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

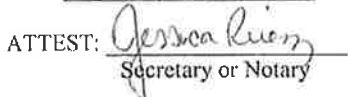
CONSULTANT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:   
Authorized Signature

BY:   
Director of Procurement

Title: VICE - PRESIDENT

ATTEST:   
Secretary or Notary

(SEAL)



If Individual, furnish two witness:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

Legal Approval as to Form

  
General Counsel for CFX

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
STANTEC CONSULTING SERVICES, INC.**

**CONSTRUCTION MANAGEMENT CONSULTANT  
SERVICES  
CONTRACT NO. 001033**

**CONTRACT DATE: JULY 10, 2014  
CONTRACT AMOUNT: \$3,000,000.00**

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

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

**FOR**

**CONSTRUCTION MANAGEMENT CONSULTANT SERVICES**

**CONTRACT NO. 001033**

**SEPTEMBER 2014**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton Cadwell, Chairman**

**Scott Boyd, Vice-Chairman**

**Brenda Carey, Secretary/Treasurer**

**Buddy Dyer, Member**

**Fred Hawkins, Jr., Member**

**Teresa Jacobs, Member**

**Walter A. Ketcham Jr., Member**

**Diane Guitierrez- Scaccetti, Non-Voting Advisor**

## TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
AG	Agreement	AG-1 to AG-19
A	Exhibit "A", Scope of Services	A-1 to A-10
	Contractor Security Guidelines Handbook Security Policy	
B	Exhibit "B", Method of Compensation	B-1 to B-3
C	Exhibit "C", Details of Cost and Fees	C-1 to C-5
D	Exhibit "D", Project Organization Chart	D-1
VR	Vehicle Registration Form	VR-1 to VR-2

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR CONSTRUCTION MANAGEMENT CONSULTANT SERVICES  
CONTRACT NO. 001033**

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of July, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and STANTEC CONSULTING SERVICES, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 11315 Corporate Boulevard, Suite 105, Orlando, Florida 32817.

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

**WITNESSETH:**

1.0           The AUTHORITY does hereby retain the CONSULTANT to furnish Construction Management Consultant (CMC) services required by the AUTHORITY. The AUTHORITY 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 the AUTHORITY 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.

2.0           The CONSULTANT and the AUTHORITY 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.

The AUTHORITY's Director of Construction and Maintenance or his authorized designee shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and Maintenance and the CONSULTANT shall comply with all of the directives of the Director of Construction and Maintenance 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 and Maintenance.

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 two (2) year term from the date of the Notice to Proceed. Renewal of this Agreement for up to <sup>three</sup> ~~two~~ one-year renewals periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

#### 4.0 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 the AUTHORITY, 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 without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

#### 5.0 SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Agreement as described above, in part or in whole, without

AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Agreement, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Agreement 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 the AUTHORITY'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 the AUTHORITY 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 the AUTHORITY Board at its next regularly scheduled meeting.

#### 6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for a variety of AUTHORITY 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.

#### 7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Bills for fees or other

compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY 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 the AUTHORITY for a proper audit of project costs.

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

## 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 Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to exclude any significant sums where the AUTHORITY 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 the AUTHORITY, whichever is later.

## 10.0 TERMINATION

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

If the AUTHORITY determines that the performance of the CONSULTANT is not satisfactory, the AUTHORITY 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 the AUTHORITY requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the AUTHORITY 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 the AUTHORITY 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 the AUTHORITY.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY 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 the AUTHORITY, 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 the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 6.0 hereof. The AUTHORITY 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. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do

business with the AUTHORITY 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 the AUTHORITY's Director of Construction and Maintenance.

#### 11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction and Maintenance 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 Maintenance and the CONSULTANT that cannot be resolved shall be referred to the AUTHORITY's Executive Director whose decision shall be final.

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be reasonable. In such event, the CONSULTANT will have the right to file a claim with the AUTHORITY 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.

## 12.0 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 the AUTHORITY and request clarification of the AUTHORITY'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.

## 13.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any error, omission or negligent act by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss,



damage, cost, charge or expense arising out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY 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, the AUTHORITY will immediately forward the claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the claim. The AUTHORITY 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.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

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 the

AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY 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 the AUTHORITY.

#### 14.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm 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, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

#### 15.0 INSURANCE

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

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from the AUTHORITY, 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 the AUTHORITY. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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

which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, 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 Commercial General Liability policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers'

Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

The CONSULTANT shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY 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 the AUTHORITY 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 the AUTHORITY, the AUTHORITY shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY.

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

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

demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY 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 the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

#### 16.0 COMMUNICATIONS

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 the AUTHORITY and securing its consent in writing. 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 such data or information is the property of the AUTHORITY.

#### 17.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement 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.

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

#### 18.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY 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 the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

#### 19.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY 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 the AUTHORITY 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 the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

**20.0 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.

**21.0 GOVERNING LAW AND VENUE**

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

**22.00 ATTACHMENTS**

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart



IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This contract was awarded by the Authority's Board of Directors at its meeting on July 10, 2014.

**STANTEC CONSULTING SERVICES, INC.**

BY: [Signature]  
Authorized Signature

Title: VICE-PRESIDENT

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: [Signature]  
Director of Procurement

ATTEST: [Signature] (Seal)  
Secretary or Notary



Approved as to form and execution, only.

General Counsel for the AUTHORITY

[Signature]

## **CONSENT AGENDA ITEM**

**#2**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

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

DATE: September 26, 2017

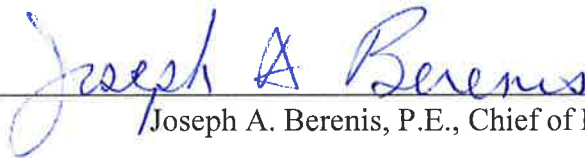
SUBJECT: Consent Agenda  
Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information for each of the proposed Construction Contract Modifications is attached.

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) October 2017	Total Amount (\$) to Date*	Time Increase or Decrease
429-204	Southland Construction, Inc.	SR 429 Systems Interchange	\$ 79,625,302.60	\$ 2,818,930.16	\$ 80,305.60	\$ 82,524,538.36	2
408-127	The Lane Construction Corp.	SR 408 Widening, Hiawassee Rd. to Good Homes Rd.	\$ 23,569,000.00	\$ 114,920.01	\$ 38,976.49	\$ 23,722,896.50	0
429-202	Prince Contracting, LLC	SR 429, US 441 to North of Ponkan Rd.	\$ 56,152,429.00	\$ 1,138,932.72	\$ (59,007.30)	\$ 57,232,354.42	0
253F	The Lane Construction Corp.	SR 408 / SR 417 Interchange Improvements Phase I	\$ 36,744,623.00	\$ (18,845.94)	\$ 152,060.13	\$ 36,877,837.19	0
TOTAL					\$ 212,334.92		

\* Includes Requested Amount for this current month.

Reviewed By:



Joseph A. Berenis, P.E., Chief of Infrastructure

Contract 429-204: SR 429 Systems Interchange  
Southland Construction, Inc.  
SA 429-204-1017-07

Tropical Storm Emily - Time Extension

The Governor issued a State of Emergency for Orange County related to Tropical Storm Emily (Executive Order 17-204 on 7/31/17). The project critical path was impacted for a total of 2 calendar days for this weather event.

Increase Contract Time 2 Calendar Days

Placement of Optional Base Group 2 Under Bridge Approach Slabs

In accordance with Design Standard Index #20900 - Approach Slabs (Flexible Pavement Approaches), Base Group 2 is required under the approach slabs. This additional work is being added by this change.

ADD THE FOLLOWING ITEM:

Optional Base Group 2 Under Bridge Approach Slabs	\$	31,825.50
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FC-5 Friction Course moved from the 429-203 project

In order to coordinate the opening of SR 429 to north to Kelly Park Rd, finish pavement surface friction course was deleted from the 429-203 project and is being added at this time to this project. Final striping is already included in this project.

INCREASE EXISTING PAY ITEM:

FC-5 Friction Course	\$	48,480.10
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**TOTAL AMOUNT FOR PROJECT 429-204**

**\$ 80,305.60**

**Contract 408-127: SR 408 Widening, Hiawassee Rd. to Good Homes Rd.**  
**The Lane Construction Corp.**  
**SA 408-127-1017-03**

**Relocate Conflicting Utilities at Noise Wall 3**

Noise wall 3 was designed to be constructed adjacent to the right-of-way behind the Hiawassee Mainline Toll Plaza. This noise wall alignment crosses numerous existing utilities originating from the mainline toll plaza administration building. This change is requested to provide time and material compensation for the relocation of the conflicting utilities in advance of the auger cast pile portion of the sound wall installation.

**ADD THE FOLLOWING ITEM:**

Relocate Utilities at Noise Wall 3	\$	38,976.49
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<u><b>TOTAL AMOUNT FOR PROJECT 408-127</b></u>	\$	<u><b>38,976.49</b></u>
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Contract 429-202: SR 429, US 441 to North of Ponkan Rd.  
Prince Contracting, LLC  
SA 429-202-1017-09

Quantity Adjustments for Contract Pay Items of Work

The following are adjustments to pay item quantities to reflect quantities for pay items of completed work.

INCREASE THE FOLLOWING ITEMS:

Mill Existing Asphalt Pavement, 1 1/2" Average Depth	\$ 452.00
Concrete Traffic Rail, Bridge 32" F Shape	\$ 10,184.00
	<u>\$ 10,636.00</u>

DECREASE THE FOLLOWING ITEMS:

Base Group 2, 5" Limerock LBR 100	\$ (6,168.00)
Concrete Class I, Misc.	\$ (28,500.00)
Reinforcing Steel, Roadway	\$ (1,072.00)
Reinforcing Steel, Misc.	\$ (15.30)
Concrete Traffic Rail, Bridge Special	\$ (12,388.00)
Fiber Optic Splice Enclosure, 72 Splice, F&I	\$ (1,800.00)
Fiber Optic Fusion Splice	\$ (5,400.00)
DCS Field Equipment	<u>\$ (14,300.00)</u>
	\$ (69,643.30)

<b><u>TOTAL AMOUNT FOR PROJECT 429-202</u></b>	<b><u>\$ (59,007.30)</u></b>
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**Contract 253F: SR 408 / SR 417 Interchange Improvements Phase I**  
**The Lane Construction Corp.**  
**SA 253F-1017-007**

Critical Temporary Walls CTW-ET8, CTW-E4 and CTW-ET7x1

Three critical temporary walls were redesigned due to conflicts encountered. These walls include CTW-ET8; CTW-E4; and CTW-ET7x1.

ADD THE FOLLOWING ITEM:

Extra Work for CTW-ET8, CTW-E4 and CTW-ET7x1	\$ 152,060.13
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<b><u>TOTAL AMOUNT FOR PROJECT 253F</u></b>	<b><u>\$ 152,060.13</u></b>
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## **CONSENT AGENDA ITEM**


**#3**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: September 20, 2017

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Services for S.R. 417 Widening from Econlockhatchee to Seminole County with Target Engineering Group  
Project No. 417-134; Contract No. 001315

Letters of Interest for the referenced project was advertised on May 28, 2017. Responses were received from six (6) firms by the June 20, 2017 deadline. Those firms were DRMP, Eisman & Russo Consulting Engineers, GAI Consultants, HNTB, Target Engineering Group and Volkert, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on July 10, 2017, and shortlisted four firms (DRMP, Volkert, Inc., Eisman & Russo Consulting Engineers and Target Engineering Group).

Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on August 31, 2017. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The results of that process were as follows:

<u>Consultant Firm</u>	<u>Ranking</u>
Target Engineering Group	1
Eisman & Russo Consulting Engineers	2
Volkert, Inc.	3
DRMP, Inc.	4

Board approval of the final ranking and authorization to enter into fee negotiations with Target Engineering Group is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of a contract will be requested. If negotiations with Target Engineering Group are not successful, Board authorization to enter into negotiations with the second ranked firm, Eisman & Russo Consulting Engineers is requested.

This project is included in the current Five-Year Work Plan.

Reviewed by:   
Ben Dreiling, PE  
Director of Construction

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



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**LOI-001315 Committee Meeting August 31, 2017 Minutes**

Technical Review Committee for CEI Services for S.R. 417 Widening from Econlockhatchee to Seminole County; Project No. 417-134, Contract No. 001315, held a duly noticed meeting on Thursday, August 31, 2017, commencing at 9:03 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Ben Dreiling, Director of Construction  
Glenn Pressimone, Director of Engineering  
Joe Berenis, Chief of Infrastructure

**Other Attendees:**

Robert Johnson, Manager of Procurement

**Presentations / Q and A:**

Robert Johnson commenced each interview with a brief overview of the process and introduced the Technical Review Committee. Robert stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

DRMP, Inc.	09:06 – 09:42 a.m.
Eisman & Russo Consulting Engineers	09:52 – 10:25 a.m.
Target Engineering Group	10:35 – 11:08 a.m.
Volkert, Inc.	11:17 – 11:48 a.m.

**Evaluation Portion:**

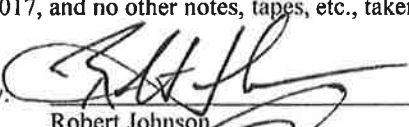
Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Robert for tallying. Robert Johnson tallied the score sheets utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Target Engineering Group	261	01
Eisman & Russo Consulting Engineers	241	02
Volkert, Inc.	234	03
DRMP, Inc.	229	04

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The Committee agreed that Ben Dreiling would review and approve the minutes on behalf of the Committee.

They're being no other business to come before the Committee; the meeting was adjourned at 12:00 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, August 31, 2017, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

  
Robert Johnson

Approved by:

  
Ben Dreiling

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CEI SERVICES FOR S.R. 417 WIDENING FROM ECONLOCKHATHEE TO SEMINOLE COUNTY

PROJECT NO. 417-134, CONTRACT NO. 001315

CONSULTANT	Glenn Pressimone Score	Ben Dretling Score	Joe Berenis Score	TOTAL SCORE	RANKING
DRMP, Inc	3	4	4	11	4
Eisman & Russo Consulting Engineers	2	3	2	7	2
Target Engineering Group	1	1	1	3	1
Volkert, Inc.	4	2	3	9	3

EVALUATION COMMITTEE MEMBERS:



Thursday, August 31, 2017

Thursday, August 31, 2017

Thursday, August 31, 2017


## **CONSENT AGENDA ITEM**

**#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: September 18, 2017

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for  
Design Consultant Services for S.R. 528/S.R. 436 Interchange Improvements and  
S.R. 528 Widening from S.R. 436 to Goldenrod  
Project No. 528-143; Contract No. 001314

Letters of Interest for the referenced project was advertised on June 18, 2017. Responses were received from seven (7) firms by the July 10, 2017 deadline. Those firms were DRMP, RS&H, Atkins, WSP USA, T.Y. Lin, AECOM and GAI.

After reviewing and scoring the Letters of Interest, the Evaluation Committee met on Monday, July 24, 2017, and shortlisted three firms (DRMP, RS&H and Atkins North America, Inc.) and requested that Technical Proposals be submitted for review and scoring by August 22, 2017.

Technical Proposals were submitted by all three firms by the deadline. The Technical Review Committee convened on September 6, 2017 and prepared its final ranking. The result of that process was as follows:

<u>Firms</u>	<u>Ranking</u>
DRMP, Inc.	1
RS&H	2
Atkins North America, Inc.	3

Board approval of the final ranking and authorization to enter into fee negotiations with DRMP, Inc. is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested. If negotiations with DRMP, Inc. are not successful, Board authorization to enter into negotiations with the second ranked firm, RS&H, is requested.

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

Reviewed by:   
Glenn Pressimone  
Director of Engineering 

**LOI-001314 Technical Committee Meeting September 6, 2017 Minutes**

Technical Committee for **Design Consultant Services for S.R. 528/S.R. 436 Interchange Improvements and S.R. 528 Widening From S.R. 436 to Goldenrod**; LOI-001314, held a duly noticed meeting on Tuesday, September 6, 2017, commencing at 9:00 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Joe Berenis, Chief of Infrastructure  
Glenn Pressimone, Director of Engineering  
Will Hawthorne, Manager of Engineering

**Other Attendees:**

Aneth Williams, Director of Procurement

**Presentations/Q & A:**

Aneth commenced each presentation with a brief overview of the process and introduced the Technical Review Committee. Aneth stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Atkins North America, Inc.	9:00 – 9:35 a.m.
DRMP, Inc.	9:45 – 10:20 a.m.
RS&H	10:30 – 11:05 a.m.

**Evaluation Portion**

Aneth stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The Committee members individually scored the proposers and submitted them to Aneth for tallying. The score sheets were tallied utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. Below are the results:

<b><u>Firm</u></b>	<b><u>Points</u></b>	<b><u>Ranking</u></b>
DRMP, Inc.	4	1
RS&H	5	2
Atkins North America, Inc.	9	3

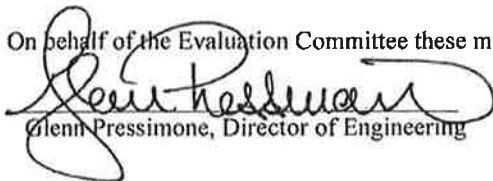
The Committee recommends CFX Board approve the ranking and authorized fee negotiations in the ranked order. The Committee agreed that Glenn Pressimone would review and approve the minutes on behalf of the Committee.

There being no further business to come before the Committee, the meeting was adjourned at 11:14 a.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Tuesday, September 6, 2017, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

  
Aneth Williams, Director of Procurement

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

  
Glenn Pressimone, Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



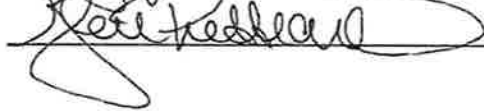
TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CEI SERVICES FOR S.R. 528/S.R. 436 INTERCHANGE IMPROVEMENTS AND S.R. 528 WIDENING  
FROM 436 TO GOLDENROD

PROJECT NO. 528-143, CONTRACT NO. 001314

CONSULTANT	Glenn Pressimone Score	Will Hawthorne Score	Joe Berenis Score	TOTAL SCORE	RANKING
ATKINS	3	3	3	9	3
DRMP, INC.	2	1	1	4	1
RS & H, INC.	1	2	2	5	2

EVALUATION COMMITTEE MEMBERS:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Wednesday, September 6, 2017

Wednesday, September 6, 2017

Wednesday, September 6, 2017

## **CONSENT AGENDA ITEM**

**#5**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: September 20, 2017

SUBJECT: Approval of Contract Award for Goldenrod Road Milling and Resurfacing from Lee Vista Boulevard to Narcoossee Road to Preferred Materials, Inc.  
Project No. 800-903E; Contract No. 001317

---

An Invitation to Bid for the referenced project was advertised on August 13, 2017. Responses to the Invitation were received from five (5) contractors by the September 25, 2017 deadline for submittal of bids. Bid results were as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Preferred Materials, Inc.	\$ 946,691.69
Lane Construction Corp.	\$1,028,554.48
Hubbard Construction Co.	\$1,030,915.85
Ranger Construction Industries, Inc.	\$1,053,000.00
Masci General Contractor	\$1,199,978.29

The Engineer's Estimate for this project is \$1,182,845.66 and \$1,405,000.00 was approved in the Five-Year Work Plan.

The Engineer of Record for this project has reviewed the low bid submitted by Preferred Materials, Inc. and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Preferred Materials, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Preferred Materials, Inc. in the amount of \$946,691.69 is requested.


Reviewed by:   
Glenn Pressimone, PE  
Director of Engineering



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Joseph A. Berenis, P.E.  
Chief of Infrastructure

FROM: Aneth O. Williams   
Director of Procurement

SUBJECT: Goldenrod Road Milling and Resurfacing from Lee Vista Boulevard to  
Narcoossee Road  
Contract No. 001317; Project No. 800-903E

DATE: September 25, 2017

---

The Procurement Department has reviewed the following bid (received and opened on September 25, 2017) for the subject project. We have determined that the low bid is responsive to the bidding requirements. Please perform a review of the unit prices in the low bid to identify any "unbalanced" items and to determine if the bid falls within the generally accepted tolerance threshold used by CFX for bids that are below the Engineer's Estimate. Please advise me of your findings.

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Preferred Materials	\$ 946,691.69
2.	Lane Construction Corp.	\$1,028,554.48
3.	Hubbard Construction Co.	\$1,030,915.85
4.	Ranger Construction Industries, Inc.	\$1,053,000.00
4.	Masci General Contractor	\$1,199,978.29

Thank you.

## **CONSENT AGENDA ITEM**

**#6**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams   
Director of Procurement

DATE: September 27, 2017

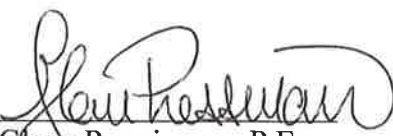
SUBJECT: Approval of K & M Data Collection, LLC as Subconsultant for the  
General Engineering Consultant Services Contract with Dewberry Engineers, Inc.  
Contract No. 001145


---

Dewberry Engineers, Inc., CFX's General Engineering Consultant Services Consultant has requested approval to use K & M Data Collection, LLC to provide CFX with traffic counts. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Dewberry engineers, Inc. when its contract with CFX was originally awarded.

Board approval of K & M Data Collection, LLC as a subcontractor to Dewberry Engineers, Inc. is requested.

Reviewed by:

  
Glenn Pressimone, P.E.  
Director of Engineering



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant: Dewberry Engineers, Inc. Date: September 27, 2017

CFX Contract Name: General Engineering Consultant Services CFX Contract No.: 001145

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: K & M Data Collection, LLC

Address: 1871 Rex Court, Longwood, FL 32750

Phone No.: (407) 401-0988

Federal Employee ID No.: 26-4215037

Description of Services to Be Sublet: Collection of traffic count data

Estimated Beginning Date of Sublet Services: 10/16/17

Estimated Completion Date of Sublet Services: 12/8/21

Estimated Value of Sublet Services\*: \$ 100,000

\*(Not to exceed \$25,000 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:  R Keith Jackson  
(Signature of Consultant Representative)

Program Manager  
Title

Recommended by:   
(Signature of Appropriate CFX Director/Manager)

Date: 9/28/2017

Approved by:   
(Signature of Appropriate Chief)

Date: 9/28/17

Attach Subconsultant's Certificate of Insurance to this Request.


## **CONSENT AGENDA ITEM**

**#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: September 20, 2017

SUBJECT: Confirmation and Approval of Declaration of Emergency for Surface Depression Repair at Wekiva Parkway

---

Board confirmation and approval is requested for a declaration of emergency issued by the Executive Director for repair of a surface depression on the inside travel lane of Northbound S.R. 429 (Wekiva Parkway). The emergency declaration was necessary for safety reasons in order to expedite the repair of the surface depression caused by Hurricane Irma.

The repair is being performed by Superior Construction Company SE, LLC at a cost of \$250,000.00. A breakdown of the cost is as follows:

Estimated Grouting Program Cost	\$165,000.00
Contingency for Extra Grout	\$ 35,000.00
MOT	<u>\$ 50,000.00</u>
Total Cost	\$250,000.00

Reviewed by:   
Don Budnovich  
Director of Maintenance



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY


## MEMORANDUM

TO: Aneth Williams  
Director of Procurement

FROM: Laura Kelley  
Executive Director

DATE: September 18, 2017

SUBJECT: Approval of Level 5 Emergency Purchase for Surface Depression Repair at Wekiva Parkway



This memorandum shall authorize an emergency procurement for the repair of a depression on the inside travel lane of Northbound S.R. 429 (Wekiva Parkway). The circumstances are as follows:

At approximately 1:00 PM on September 12, 2017 a surface depression was discovered beneath the inside travel lane of Northbound SR 429 (Wekiva Parkway) about ½ mile south of Kelly Park Road. On September 13, 2017, a geotechnical investigation was performed which confirmed the depression. On September 14, 2017 a scope of services for the depression remediation was developed and a proposal was requested from the Wekiva Parkway contractor, Superior Construction Southeast, LLC. On September 15, 2017 a proposal was received from Superior Construction for the grouting operation in the amount of \$165,000 based upon the Engineer's quantity estimate. Given the uncertain nature of the work effort required for this remediation, an emergency contract with Superior Construction Southeast, LLC in the amount of \$250,000.00 is authorized. An anticipated breakdown is as follows:

Estimated Grouting Program Cost	\$165,000.00
Contingency for extra time and/or materials	\$ 35,000.00
MOT	<u>\$ 50,000.00</u>
Estimated Total	\$250,000.00

Pursuant to Section 5 and 12 (N) of the Procurement Policy and in consideration of the above, I do hereby declare an emergency and authorize the purchase for the above proposed scope of work to Superior Construction Company SE, LLC.

This work is scheduled to begin on September 20, 2017.

Enclosures

cc: Don Budnovich  
Ben Dreiling

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), Contractor/Consultant shall first submit a request to the 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/Consultant until it has been approved by the CFX Board. In the event of a designated emergency, the Contractor/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 the CFX Board at its next regularly scheduled meeting.”

- H. No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.
- I. Standard CFX forms for contracts, amendments, supplemental agreements, renewals and similar documents shall be developed and used whenever possible. It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain service providers and financial institutions may preclude the use of standard CFX forms. In such instances, review and approval of such non-standard documents by the General Counsel must be received prior to their execution.

## **V. PROCUREMENT LEVELS**

The following procurement levels are hereby established. Procurements covered by this Policy shall not be divided into more than one purchase order, project or contract solely for the purpose of avoiding the process required by these levels. Additionally, quotes received that would result in a purchase at a higher Procurement Level than originally estimated shall be discarded and the process shall begin again according to the requirements of the higher level. The procurement process for each level is detailed in the Procurement Procedures Manual.

1. Level 1 - Purchases up to \$999.99: Items at this level may be procured from any available sources without seeking competitive pricing although competition shall be used to the maximum extent practical. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
2. Level 2 - Purchases between \$1,000.00 and \$9,999.99: Items at this level require at least three quotes, either written or verbal, before the purchase is made. The user department may secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
3. Level 3 - Purchases between \$10,000 and \$24,999.99: Items at this level require at least three written quotes before the purchase is made. The user department may

secure the necessary pricing on its own or request the assistance of the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.

4. Level 4 - Purchases between \$25,000.00 and \$49,999.99: Items at this level require three formal quotes. The request for quotes shall only be issued through and received by the Procurement Department. The Director of Procurement is authorized to approve all purchases at this level.
5. Level 5 - Purchases of \$50,000.00 and up: Except in the case of emergency purchases and selection of Design Professional Services Consultants, both as described elsewhere in this Policy, items at this level shall follow either the competitive sealed bid or competitive sealed proposal process as determined by the Director of Procurement. Board authorization is required to advertise procurements at this level. Board award of any subsequent contract resulting from the procurement is also required. For solicitations under the Small Sustainable Business Enterprise Program, the Executive Director can authorize advertisement and award of small contracts between \$50,000.00 and \$200,000.00 each without prior Board action in order to expedite the bidding and award process.

## **VI. PROCUREMENT PROCESSES**

Unless otherwise exempt from the competitive procurement process as identified in Article XII below, procurement of Level 5 goods and services shall be made using the appropriate procurement process as follows. The specifics of each process are included in the Procurement Procedures Manual.

### **A. Competitive Sealed Bids**

An invitation to bid shall be issued which shall include the specifications and appropriate contract terms and conditions applicable to the procurement.

### **B. Competitive Sealed Proposals**

When it is determined by the Director of Procurement that the use of competitive sealed bidding is either not practical or not advantageous to CFX due to the technical or specialized nature of the goods or services being procured, the competitive sealed proposal process may be used.

### **C. Selection of Design Professional Services Consultants**

Design Professional Services, as governed by F.S. § 287.055 (known as the Consultants' Competitive Negotiation Act or "CCNA"), shall be acquired through the Procurement Department in accordance with the procedures detailed in the Procurement Procedures Manual.

responsible for managing the Purchasing Card Program and ensuring compliance with the Procurement Procedures Manual

#### **X. OWNER DIRECT PURCHASE (ODP) OPTION**

For all roadway, bridge and facilities construction projects with an estimated cost of \$5 million or more, it shall be the policy of CFX, whenever practical and appropriate, to include in the project specifications for such projects language that gives CFX the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor (with applicable Florida State Sales Tax) and included in the contractor's bid. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX. CFX's Director of Construction and the Director of Procurement shall be responsible for determining the practicality and appropriateness of the direct purchase option on a project by project basis. If the ODP option is not exercised for a project, a memo, signed by the Director of Construction and the Director of Procurement, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.

Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Director of Procurement is authorized to approve an ODP regardless of the amount.

#### **XI. SMALL SUSTAINABLE BUSINESS ENTERPRISE PROGRAM**

A Small Sustainable Business Enterprise Program is hereby established as a procurement method to expedite the bidding and award process for small contracts between \$50,000.00 and \$200,000.00 each. The Procurement Procedures Manual includes the process and guidelines for administering the Program.

#### **XII. EXEMPTIONS FROM COMPETITIVE PROCUREMENT PROCESSES**

To the extent indicated, the following are exempt from the competitive requirements of this Policy.

- A. Regulated Services: Telephone, electricity, natural gas and water, or similar services where rates or prices are fixed by legislation or by federal, state, county or municipal regulations.
- B. Maintenance Agreements: Includes maintenance of computers and related equipment, software, copiers, faxes and other related office equipment, servers, network switches and firewalls, when there is reasonable basis to conclude that such agreements are in CFX's best interest or when maintenance from other contractors will void an equipment warranty.
- C. P-Card Purchases up to the limit for Procurement Level 1.

- D. Petty cash purchases made in accordance with established CFX procedures.
- E. Dues and memberships in trade or professional organizations.
- F. Subscriptions for periodicals, advertisements and postage.
- G. Paralegal services, appraisal services, mediator, hearing officer, expert witnesses, court reporters and attorney engagement letters up to the limit for Procurement Level 4.
- H. Abstracts of titles for real property; title insurance for real property; real property.
- I. Copyrighted materials; patented materials.
- J. Artistic Services – The rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording.
- K. Job-related travel; seminars; tuition; registration fees and training.
- L. Purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.
- M. Single Source and Sole Source Purchases.
- N. Emergency Purchases: The Director of Procurement (or higher authority in the absence of the Director of Procurement) is authorized to approve emergency purchases up to the limit for Procurement Level 4. Emergency Purchases at Procurement Level 5 require approval by the Executive Director (or his designee). All Emergency Purchases at Procurement Level 5 shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting, if possible.
- O. Cooperative Purchases (“Piggybacking”): The Director of Procurement is authorized to purchase goods and services through a vendor/contractor under contract with the federal, state, county or municipal governments (or any other governmental agency or political subdivision), and state colleges and universities providing the vendor/contractor extends substantially the same terms and conditions of the contract to CFX. Cooperative purchases at Procurement Level 5 require prior Board approval.
- P. Small Sustainable Business Enterprise Program to the extent the Executive Director can authorize advertisement and award of small contracts valued between \$50,000.00 and \$200,000.00 each in order to expedite the bidding and award process. Each award


## **CONSENT AGENDA ITEM**

**#8**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: September 25, 2017

SUBJECT: Approval of Contract Renewal No.2 with Groundtek of Central Florida, LLC for  
S.R. 408, S.R. 417 and CFX Headquarters' Building Landscape  
Maintenance Services  
Contract No. 000965

---

Board approval is requested for the second renewal of the referenced contract with Groundtek of Central Florida, LLC in the amount of \$1,874,451.76 for a one year period beginning November 15, 2017 and ending November 14, 2018. The original contract was three years with two one-year renewals.

Original Contract Amount	\$5,392,980.27
First Renewal	\$1,928,234.82
Second Renewal	<u>\$1,874,451.76</u>
Total	\$9,195,666.85

The services to be provided by Groundtek of Central Florida, LLC under this renewal include landscape maintenance services of S.R. 408, S.R. 417 and CFX Headquarters' Building.

This contract is budgeted for in the OM&A Budget.

Reviewed by:

  
Don Budnovich  
Director of Maintenance  




**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT NO. 2  
CONTRACT NO. 000965**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th<sup>th</sup> day of October, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Groundtek of Central Florida, LLC, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of November 15, 2013, whereby CFX retained the Contractor to perform landscape maintenance services on S.R. 408, S.R. 417 and CFX Headquarters' Building; and

WHEREAS, pursuant to Article 16.2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 15th day of November, 2017 and ending the 14th day of November, 2018 at the cost of \$1,874,451.76, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending November 14, 2017, the Contractor shall execute a "Certificate of Completion of the First Contract renewal and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the First Renewal ending November 14, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

GROUNDTEK OF CENTRAL FLORIDA, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)  
Secretary or Notary

If Individual, furnish two witness:

Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

Legal Approval as to Form

\_\_\_\_\_  
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000965**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of September, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Groundtek of Central Florida, LLC, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of November 15, 2013, whereby CFX retained the Contractor to perform landscape maintenance services on S.R. 408, S.R. 417 and CFX Headquarters' Building; and

WHEREAS, pursuant to Article 16.2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 15th day of November, 2016 and ending the 14th day of November, 2017 at the cost of \$1,928,234.82, with the addition of Project No. 408-819 (S.R. 408 landscaping from S.R. 408 to S.R. 436 - Chickasaw Trail), which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending November 14, 2016, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending November 14, 2016.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

GROUNDTEK OF CENTRAL FLORIDA, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]

Authorized Signature

Title: V.P.

ATTEST: [Signature]

Secretary or Notary

If Individual, furnish two witness:

Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

BY: [Signature]

Director of Procurement

State of FL

County of Orange

The foregoing instrument was acknowledged before me

this 14 day of Sept 2016

By [Signature]

Personally known OR produced identification OR

Type identification produced [Signature]

Notary Public

Legal Approval as to Form

[Signature]  
General Counsel for CFX



# **CONTRACT**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
AND  
GROUNDTEK OF CENTRAL FLORIDA, LLC**

**LANDSCAPE MAINTENANCE SERVICES  
S.R. 408 AND S.R. 417**

**CONTRACT NO. 000965**

**CONTRACT DATE: OCTOBER 3, 2013**

**CONTRACT AMOUNT: \$5,392,980.27**



**ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT, SCOPE  
OF SERVICES, METHOD OF COMPENSATION, ADDENDA,  
TECHNICAL PROPOSAL, PRICE PROPOSAL,  
PERFORMANCE AND PAYMENT BOND AND FORMS**

## TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
C	CONTRACT
	C-1 to C-2
	Memorandum of Agreement
	1 to 5
SS	SCOPE OF SERVICES
	SS-1 to SS-69
	Annual Landscape Maintenance Schedules
	Mowing Areas Maps
	Addendum No. 1
	Addendum No. 2
	Addendum No. 3
MC	METHOD OF COMPENSATION
	MC-1 to MC-2
TP	TECHNICAL PROPOSAL
	TP-1 to TP-60
PP	PRICE PROPOSAL
	PP-1 to PP-7
VR	VEHICLE REGISTRATION FORM
	VR-1 to VR-2
PPB	PERFORMANCE AND PAYMENT BOND
	PPB-1 to PPB-5

**CONTRACT, MEMORANDUM OF AGREEMENT, SCOPE OF SERVICES,  
METHOD OF COMPENSATION, ADDENDA, TECHNICAL PROPOSAL,  
PRICE PROPOSAL, PERFORMANCE AND PAYMENT BOND AND FORMS**

**FOR**

**LANDSCAPE MAINTENANCE SERVICES  
S.R. 408 AND S.R. 417**

**CONTRACT NO. 000965**

**OCTOBER 2013**

**Members of the Board**

**Walter A. Ketcham, Jr., Chairman  
R. Scott Batterson, P.E., Vice Chairman  
Teresa Jacobs, Secretary/Treasurer  
Noranne B. Downs, P.E., Ex-Officio Member  
Marco Peña, Board Member**

## CONTRACT

This Contract No. 000965 (the "Contract"), made this 3<sup>rd</sup> day of October, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and GROUNDTEK OF CENTRAL FLORIDA, LLC, 858 Maguire Road, Ocoee, Florida 34761, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (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 the AUTHORITY, 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 landscape maintenance services on S.R. 408, S.R. 417 and the AUTHORITY's Headquarters Building, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three (3) years from the date of the Notice to Proceed from the AUTHORITY. The Contract Amount is \$5,392,980.27. This Contract was awarded by the Authority's Board of Directors at its meeting on October 3, 2013.


The Contract Documents consist of:

1. The Contract,
2. The Addenda, modifying the Scope of Services, Method of Compensation, Exhibits or other Contract Documents,
3. The Scope of Services and Exhibits,
4. The Method of Compensation,
5. The Technical Proposal, and
6. The Price Proposal.

In consideration of the foregoing premises, the AUTHORITY 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.

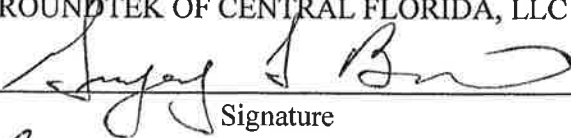
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By:   
Director of Procurement

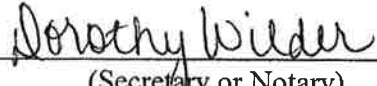
DATE: 10/29/13

GROUNDTEK OF CENTRAL FLORIDA, LLC

By:   
Signature

GREGORY L. BOER  
Print Name

Vice President  
Title

ATTEST:  (Seal)  
(Secretary or Notary)

DATE: 10/2/13



DOROTHY WILDER  
MY COMMISSION # EE 064557  
EXPIRES: February 14, 2015  
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

General Counsel for the AUTHORITY



## MEMORANDUM OF AGREEMENT

### PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS September 20, 2013

This Pre-Award Meeting Memorandum ("Memorandum") for S.R. 408, S.R. 417 and HQ Building Landscape Maintenance, Authority Contract No. 000965, is made and entered this 20th day of September 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ("Authority"), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963, and the apparent successful responsive and responsible bidder, Groundtek of Central Florida, Inc. ("Contractor"), a Florida corporation with offices at 858 Maguire Road, Ocoee, Florida 34761, (Individually, Party and collectively, Parties)

#### WITNESSETH THAT:

WHEREAS, the Authority will enter into an agreement with Contractor to construct Contract No. 000965("Project") pursuant to the execution of this Memorandum;

WHEREAS, the Authority has solicited the services of the Contractor to provide labor, equipment and materials ("Services") to construct Contract No. 000965 and the Contractor has agreed to provide such Services in accordance with its bid of August 20, 2013;

WHEREAS, the Services generally consist of landscape maintenance along S.R. 408, S.R. 417 and HQ Building in Orange County, Florida;

WHEREAS, the Contractor has demonstrated its qualification, capability and willingness to provide the Services;

NOW, THEREFORE, the Parties agree as follows:

#### 1. PRE-AWARD MEETING TO REVIEW BIDDING DOCUMENTS

A meeting was held on September 20, 2013, between 9:07 a.m. and 9:23 a.m. The purpose of the meeting was to address all questions or differences in interpretations of the Bidding Documents and to provide clarifications. The Contractor's key personnel together with the Authority's representatives, attended the meeting.

#### 2. PROCEDURES

At the meeting, the Bidding Documents which were used by the Contractor in preparing its bid were reviewed. Items that could be the cause of potential claims were identified and the

Authority will make such corrections and interpretations as the Authority deems necessary to reflect the intent of the Plans and Specifications.

OOCEA \*13SEP25 AM10:03

3. ITEMS DISCUSSED AND AGREED TO

- Discussion as to Groundtek understanding of the project scope and their explanation of the development of application bid prices.
- Differences in the application or maintenance task prices of the Project Manager's Estimate and that of the lowest bidder, Groundtek were discussed. The Contractor acknowledged that, if deducts are required during the course of the contract term, the deductions would be at the Project Manager's estimate price and not Groundtek's bid price.
- The estimated Contract start date of Friday, November 15, 2013 is approved contingent upon OOCEA Board approval and successful execution of the Contract documents.

4. EXECUTION

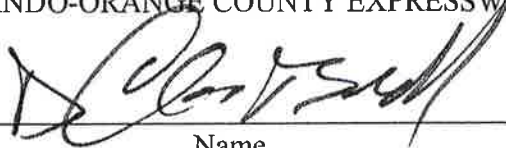
It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Contract by and between the Authority and Contractor.

IN WITNESS WHEREOF, this agreement has been executed by the Authority and the Contractor effective on the day and year first written above.

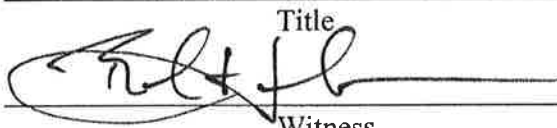
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

OOCEA '13SEP25 AM10:03

By:

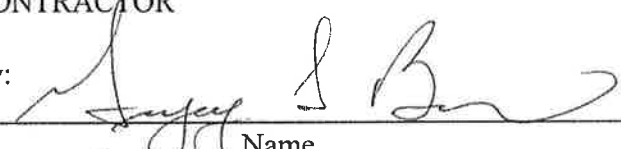
  
Name

OOCEA LANDSCAPE ARCHITECT  
Title

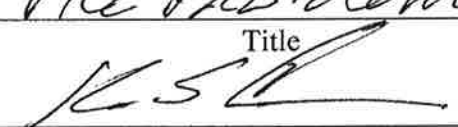
  
Witness

CONTRACTOR

By:

  
Name

Vice President  
Title

  
Witness

This MOA is considered the written minutes for this duly noticed meeting held on September 20, 2013, commencing at 9:07ap.m. at the OOCEA Administrative Bldg., Orlando, Florida. In accordance with FS 286.013(b)1 and FS 286.0113(2)(c)1 this meeting was exempt from the public and recorded in its entirety.




## **CONSENT AGENDA ITEM**

**#9**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: September 25, 2017

SUBJECT: Approval of Contract Renewal No. 1 with Commercial Companies, Inc. for  
S R. 528, S.R. 429, S.R. 414 and S.R. 451 Landscape Maintenance Services  
Contract No. 001050

---

Board approval is requested for the first renewal of the referenced contract with Commercial Companies, Inc. in the amount of \$1,781,413.33 for a one year period beginning November 2, 2017 and ending November 1, 2018. The original contract was three years with two one-year renewals.

Original Contract Amount	\$5,177,540.00
First Renewal	<u>\$1,781,413.33</u>
Total	\$6,958,953.33

The services to be provided by Commercial Companies, Inc. under this renewal include landscape maintenance services of S.R. 528, S.R. 429, S.R. 414 and S.R. 451.

This contract is budgeted for in the OM&A Budget.

Reviewed by:

  
Don Budnovich  
Director of Maintenance



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001050**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th<sup>th</sup> day of October, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Commercial Companies, Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 9, 2014, with a Notice to Proceed date of November 2, 2014, whereby CFX retained the Contractor to perform landscape maintenance services on S.R. 528, 429, 414 and 451; and

WHEREAS, pursuant to Article 16.2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 2nd day of November, 2017 and ending the 1st day of November, 2018 at the cost of \$1,781,413.33, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending November 1, 2017, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending November 1, 2017.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

GROUNDTEK OF CENTRAL FLORIDA, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)  
Secretary or Notary

If Individual, furnish two witness:

Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

Legal Approval as to Form

\_\_\_\_\_  
General Counsel for CFX

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
COMMERCIAL COMPANIES, INC.**

**SR 528, S.R. 429, S.R. 451, AND S.R. 414  
LANDSCAPE MAINTENANCE**

**CONTRACT NO. 001050**

**CONTRACT DATE: OCTOBER 9, 2014  
CONTRACT AMOUNT: \$5,177,540.00**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT,  
SCOPE OF SERVICES, METHOD OF  
COMPENSATION, ADDENDA, PROPOSAL,  
PERFORMANCE AND PAYMENT BOND AND FORMS**

**CONTRACT, MEMORANDUM OF AGREEMENT, SCOPE OF SERVICES, METHOD  
OF COMPENSATION, ADDENDA, PROPOSAL, PERFORMANCE AND PAYMENT  
BOND AND FORMS**

**FOR**

**SR 528, S.R. 429, S.R. 451, AND S.R. 414 LANDSCAPE MAINTENANCE  
CONTRACT NO. 001050**

**OCTOBER 2014**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton Cadwell, Chairman  
Scott Boyd, Vice-Chairman  
Brenda Carey, Secretary/Treasurer  
Buddy Dyer, Member  
Fred Hawkins, Jr., Member  
Teresa Jacobs, Member  
Walter A. Ketcham Jr., Member  
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

## TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 4
SS	SCOPE OF SERVICES	SS-1 to SS-70
	Attachment No. 1	
	Attachment No. 2	
	Attachment No. 3	
MC	METHOD OF COMPENSATION	MC-1 to MC-2
	Addendum No. 1	
	Addendum No. 2	
	Addendum No. 3	
P	PROPOSAL	P-1 to P-17
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PPB	PERFORMANCE AND PAYMENT BOND	PPB-1 to PPB-5

## CONTRACT

This Contract No. 001050 (the "Contract"), made this 9<sup>th</sup> day of October, 2014, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and COMMERCIAL COMPANIES, INC., 1555X Dopey Drive, Lake Buena Vista, Florida 32830, 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 the AUTHORITY, 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 maintenance of all items associated with Contract No. 001050, S.R. 528, S.R. 429, S.R. 451, and S.R. 414 Landscape Maintenance, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three (3) years with renewal options. The Contract Amount is \$5,177,540.00. This Contract was awarded by the Authority's Board of Directors at its meeting on October 9, 2014.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda, modifying the Scope of Services or other Contract Documents,
4. The Scope of Services, including Attachments,
5. The Method of Compensation, and
6. The Proposal.

In consideration of the foregoing premises, the AUTHORITY 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 authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

DATE: 11/3/14

COMMERCIAL COMPANIES, INC.

By: 

Print Name: BARI M. RACK

CONTRACT ADMINISTRATOR  
Title

ATTEST:  (Seal)

DATE: OCTOBER 21, 2014

Approved as to form and execution, only.

General Counsel for the AUTHORITY





## MEMORANDUM OF AGREEMENT

### PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING September 18, 2014

This PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING MEMORANDUM ("Memorandum") for the SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance is made and entered this 18 day of September, 2014 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Authority"), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963 and the apparent successful responsive bidder, *Commercial Companies, Inc.* ("Contractor"), a Florida corporation with offices at 1555X Dopey Drive, PO Box 220550, Lake Buena Vista (Individually, Party and collectively, Parties)

#### WITNESSETH THAT:

**WHEREAS**, the Authority will enter into an agreement with *Commercial Companies, Inc.* to maintain SR 528, SR 429, SR 451, and SR 414, pursuant to the execution of this Memorandum;

**WHEREAS**, the Authority has solicited the Services of the Contractor to provide labor, equipment and materials ("Services") to maintain SR 528, SR 429, SR 451, and SR 414 Landscape, and the Contractor has agreed to provide such Services in accordance with their tender of September 17, 2014.

**WHEREAS**, the Section generally consists of the construction of the SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance, which includes SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance.

**WHEREAS**, the Contractor is qualified, capable, and willing to provide the Services;

**NOW, THEREFORE**, the Parties mutually agree as follows:

#### 1. PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING

A meeting was held on September 18, 2014 between 1130-1230 hrs in accordance with Paragraph 3.4, Page GS-37, Errors or Omissions in Plans or Specifications, of the Invitation to Bid, Instructions to Bidders, General Specifications, Technical Specifications, Special Provisions, Contract and Public Construction Bond for SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance dated together with Addendum No. 1. The purpose of this meeting was to address all questions or differences in interpretations of the documents and to provide clarifications. The Contractor's key personnel together with the Authority's representatives, as identified in Attachment A, List of Attendees attended this meeting.

#### 2. PROCEDURES

At this meeting each page of the plans, specifications and other Contract Documents, which were used by the Contractor in preparing their offer, was reviewed. Items that could be the cause of potential claims were identified and the Authority will make such corrections and interpretations, as the Authority deems necessary, to reflect the intent of the plans and specifications.

**3. ITEMS DISCUSSED AND AGREED TO**

- A. *The Contractor acknowledged that although no dollar amount was listed for SR 414 Annual Pine Straw bark mulch application in the submitted bid form, the costs to provide the services are included in the Contract total bid.*
- B. *If required due to a lack of previous maintenance prior to Contract start, clean-up of the existing limits of work (including weeding, litter/debris removal, mowing/ edging/ trimming, etc.) will be performed by the Contractor as directed by the CFX Landscape Architect at a negotiated price, and paid for from the Work Order/ New Construction Allowance.*
- C. The requested start date of Monday, November 3, 2014 is approved contingent upon CFX Board Approval and successful execution of the Contract documents.


**4. EXECUTION**

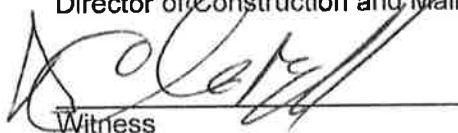
It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Prime Agreement by and between the Authority and Contractor. Except as noted in Item A above, the Contractor by signing this document certifies as required by Article 3.4 of the General Specifications, that there are no known errors or omissions in the Plans, Specifications or other Contract documents.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Authority and the Contractor, effective from the day and year first written above.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

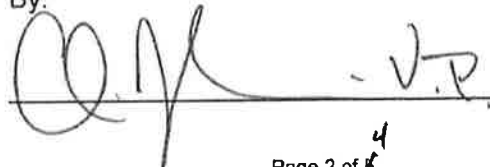
By:

  
\_\_\_\_\_  
Bernard V. Dreiling, P.E.  
Director of Construction and Maintenance

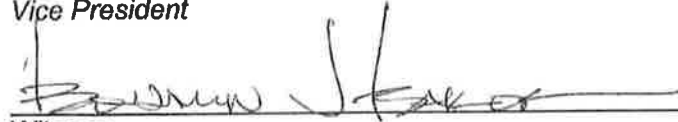
  
\_\_\_\_\_  
Witness

**Commercial Companies, Inc.**

By:

  
\_\_\_\_\_  
- V.P.

**Collin Johnson**  
**Vice President**



**Witness**

This MOA is considered the written minutes for this duly noticed meeting held on September 18, 2014, commencing at 1130hrs. at the CFX Administrative Bldg., Orlando, Florida. In accordance with FS 286.013(b)1 and FS 286.0113(2)(c)1 this meeting was exempt from the public and recorded in its entirety .


## **CONSENT AGENDA ITEM**

**#10**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: September 25, 2017

SUBJECT: Approval of Air Balance Unlimited, Inc. as Subconsultant for the  
Facilities Maintenance Services contract with HDR/ICA  
Contract No. 001150

---

HDR/ICA, CFX's Facilities Maintenance Services Contractor has requested approval to use Air Balance Unlimited, Inc., to provide testing of the air balance on the HVAC System at CFX's Headquarters. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by HDR/ICA when its contract with CFX was originally awarded.

Board approval of Air Balance Unlimited, Inc. as a subcontractor to HDR/ICA is requested.

Reviewed by:   
Don Budnovich  
Director of Maintenance



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant/Contractor: HDR/ICA Date: September 11, 2017

CFX Contract Name: Facilities Maintenance Services CFX Contract No.: 001150

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: Air Balance Unlimited Inc

Address: P.O. Box 150132

Phone No.: 407-383-8259

Federal Employee ID No.: 59-3600466

Description of Services to Be Sublet: Testing Air Balance on HVAC System at CFX Headquarters.

Estimated Beginning Date of Sublet Services: September 2017

Estimated Completion Date of Sublet Services: January 2018

Estimated Value of Sublet Services\*: \$27,500.00

\*(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: Bill Harmon  
(Signature of Consultant/Contractor Representative)

HDR/ICA PROTECT MANAGER - FACILITIES  
Title

Recommended by: \_\_\_\_\_  
(Signature of Appropriate CFX Director/Manager)

Date: \_\_\_\_\_

Approved by: JA Berens  
(Signature of Appropriate Services Chief)

Date: 9/26/17

Attach Subconsultant's/Subcontractor'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: September 18, 2017

SUBJECT: Approval of Mobley II Enterprises, LLC as Subconsultant for the  
Roadway and Bridge Maintenance Services Contract with Jorgensen Contract  
Services, LLC  
Contract No. 001151

---

Jorgensen Contract Services, LLC, CFX's Roadway and Bridge Maintenance Services Contractor has requested approval to use Mobley II Enterprises, LLC, to provide slope mowing. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Jorgensen Contract Services, LLC when its contract with CFX was originally awarded.

Board approval of Mobley II Enterprises, LLC as a subcontractor to Jorgensen Contract Services, LLC is requested.

Reviewed by:   
Don Budnovich  
Director of Maintenance





CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: August 30, 2017

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: Mobley II Enterprises, LLC

Address: 815 Brevard Ave., Cocoa, FL 32922

Phone No.: 321.795.9432

Federal Employee ID No.: 46-2524515

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: Slope Mowing

Estimated Beginning Date of Sublet Services: 09/05/17

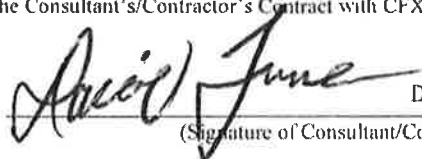
Estimated Completion Date of Sublet Services: 06/30/2022

Estimated Value of Sublet Services\*: \$402,000.00

\*(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:



David Tune

(Signature of Consultant/Contractor Representative)

Corporate Vendor Coordinator

Title

Recommended by:



(Signature of CFX Director of Maintenance)

Date: 9/26/17

Approved by:



(Signature of Chief of Infrastructure)

Date: 9/26/17

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: September 18, 2017

SUBJECT: Approval of Final Ranking and Award of Contract for  
Design Services for the Network Phase II Project with  
Vanasse Hangen Brustlin, Inc. (VHB)  
Project No. 599-524; Contract No. 001292

Letters of Interest were advertised for the referenced project on April 2, 2017. Responses were received from three firms by the April 18, 2017 deadline. Those firms were DRMP, F.R. Aleman & Associates, Inc. and Vanasse Hangen Brustlin (VHB).

After reviewing and scoring the Letters of Interest, the Evaluation Committee met on Tuesday, April 25, 2017, and shortlisted the three firms. It was requested that Technical Proposals be submitted for review and scoring by May 24, 2017.

Technical Proposals were submitted by all three firms by the deadline. The Technical Review Committee convened on June 20, 2017 and prepared its final ranking. The result of that process was as follows:

<u>Firms</u>	<u>Ranking</u>
Vanasse Hangen Brustlin (VHB)	1
DRMP	2
F.R. Aleman & Associates, Inc.	3

Board approval of the final ranking and award of the contract to Vanasse Hangen Brustlin, Inc. (VHB), in the not-to exceed amount of \$425,000.00 is requested. If negotiations with Vanasse Hangen Brustlin, Inc. (VHB) are not successful, Board authorization to enter into negotiations with the second ranked firm, DRMP is requested.

The contract will be for an initial three-year term with two one-year renewal options.

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

Reviewed by: 

Bryan Homayouni  
Manager of Traffic Operations

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

**LOI-001292 Technical Committee Meeting June 20, 2017 Minutes**

Technical Committee for **Design Services for the Network Phase II Project; LOI-001292**, held a duly noticed meeting on Tuesday, June 20, 2017, commencing at 9:09 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Bryan Homayouni, Manager of Traffic Operations  
Corey Quinn, Chief of Technology/Operations  
Brent Poole, ITS Analyst

**Other Attendees:**

Aneth Williams, Director of Procurement  
Saul Rivas, Procurement Analyst

**Discussion and Motions:**

Aneth explained that today's meeting was to evaluate and shortlist the top firm and commenced the meeting collecting the Technical Committee Member Disclosure form.

General discussion ensued about the project and the Technical submittals. Committee members then tallied up the individual evaluation sheets and passed them in for incorporation onto the shortlist summary sheet. Evaluation Criteria forms were collected and the ranking scores from all committee members were tallied with the following results:

<b><u>Firms</u></b>	<b><u>Score</u></b>	<b><u>Ranking</u></b>
DRMP	5	2
F.R. Aleman & Associates., Inc.	7	3
VHB	4	1

The Committee recommends CFX Board to approve the top ranked firm and authorized fee negotiations. The Committee agreed that Bryan Homayouni would review and approve the minutes on behalf of the Committee.

There being no further business to come before the Committee, the meeting was adjourned at 9:32 a.m. These minutes are considered to be the official minutes of the Technical Committee meeting held Tuesday, June 20, 2017, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:



Aneth Williams, Director of Procurement

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



Bryan Homayouni, Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


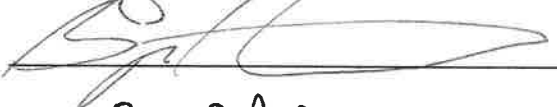
TECHINAL COMMITTEE MEMBER FINAL SUMMARY RANKING

DESIGN SERVICES FOR THE NETWORK PHASE II PROJECT

CONTRACT NO. 001292

CONSULTANT	Corey Quinn Score	Bryan Homayouni Score	Brent Poole Score	TOTAL SCORE	RANKING
DRMP	2	2	1	5	2
F.R. ALEMAN	2	2	3	7	3
VHB	1	1	2	4	1

EVALUATION COMMITTEE MEMBERS:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Brent R. Poole  
\_\_\_\_\_

6/20/2017

6/20/2017

6/20/2017

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of October, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Vanasse Hangen Brustlin, 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 225 East Robinson Street, Suite 300, Orlando, FL., 32801.

**WITNESSETH:**

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

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

**1.0. DEFINITIONS.**

Reference herein to the Project Manager shall mean CFX's Manager of Traffic Controls 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. SCOPE OF SERVICES.**

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of the Fiber Optic Network Phase II identified as Project No.599-524 and Contract No. 001292.

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

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

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

### 3.0 TERM OF AGREEMENT AND RENEWALS

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

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

### 4.0 PROJECT SCHEDULE

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

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

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



concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

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

## 5.0 PROFESSIONAL STAFF

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

WBQ Design and Engineering, Inc.

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

If, during the term of 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 SERVICES TO BE PROVIDED

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.

## 7.0 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 \$425,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

## 8.0 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 225 East Robinson Street, Suite 300, Orlando, FL., 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE  
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO  
THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: [publicrecords@cfxway.com](mailto:publicrecords@cfxway.com), and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

The obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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.

#### 9.0 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.

#### 10.0 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 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 7.0 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.

#### 11.0 TERMINATION

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

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

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

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

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

## 12.0 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.



### 13.0 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.

### 14.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

The 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 14.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or

resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

## 16.0 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.

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



insurer's liability shall not be reduced by the existence of such other insurance.

16.2 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.

16.3 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.

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

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

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

manuscript policies.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requested by 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.

## 17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred 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 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.

## 18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement 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. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

## 19.0 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.

## 20.0 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.

## 21.0 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.

## 22.0 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.

## 23.0 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.”

## 24.0 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.

## 25.0 ASSIGNMENT

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

## 26.0 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.

## 27.0 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.

## 28.0 AUDIT AND EXAMINATION OF RECORDS

### 28.1 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.

28.2 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.

28.3 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.

28.4 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.

28.5 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.

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 29.0 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: Vanasse Hangen Brustlin, Inc.  
225 East Robinson Street, Suite 300  
Orlando, FL., 32801  
Attn: Joe Perri

Vanasse Hangen Brustlin, Inc.  
225 East Robinson Street, Suite 300  
Orlando, FL., 32801  
Attn: Dave Muholland, P.E.

## 30.0 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 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 31.00 ATTACHMENTS

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

[ SIGNATURES TO FOLLOW ]

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

This Contract was awarded by CFX's Board of Directors at its meeting on October 12, 2017.

**VANASSE HANGEN BRUSTLIN, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

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

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

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)  
Secretary or Notary

*Approved as to form and execution, only.*

\_\_\_\_\_  
*General Counsel for CFX*



## **CONSENT AGENDA ITEM**

**#13**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: September 20, 2017

SUBJECT: Approval of Supplemental Agreement No. 1 to the Construction Contractor Compliance Consultant Contract with MTN Resources, LLC  
Contract No. 001182

---

Board approval is requested for Supplemental Agreement No. 1 with MTN Resources LLC in the amount of \$335,300.94. This additional amount will fulfill funding requirements necessary through the anticipated completion of the Wekiva Parkway. Hourly rates will remain the same.

The Construction Contractor Compliance Consultant contract held by MTN Resources, LLC was competitively procured in March 2015. MTN Resources, LLC and subcontractors support staff in monitoring compliance of the Wekiva Parkway construction projects under the TIFIA Loan.

The contract award was for three years with two one-year renewal options.

Approval is requested for Supplemental Agreement No. 1 in the amount of \$335,300.94 for continued compliance services through March 2019.

Original Contract Amount	\$1,006,531.83
Supplemental Agreement No. 1	\$ 335,300.94
Total Revised Contract Amount	\$1,341,832.77

This contract is budgeted for in the OM&A Budget and the Five-Year Work Plan.

Reviewed by:

  
Iranetta Dennis  
Director of Supplier Diversity



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Construction Contractor Compliance Consultant Services

Contract No: 001182

This Supplemental Agreement No. 1 entered into this 12<sup>th</sup> day of October, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and MTN RESOURCES, LLC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated February 22, 2016, for construction contractor compliance consultant services, (the Contract").

1. CFX desires to add additional funding to the contract for monitoring compliance of the Wekiva construction projects.
2. CFX desires to amend the Contract to incorporate the following five (5) provisions.

A. The following five (5) provisions are added to the end of the Contract:

24.0 PUBLIC RECORDS

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](mailto:publicrecords@cfxway.com), and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

The obligations in Sections 8.0, Document Ownership and Records, and 24.0, Public Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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.

#### 25.0 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.

#### 26.0 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.

#### 27.0 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.”

## 28.0 AUDIT AND EXAMINATION OF RECORDS

### 28.1 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.

28.2 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.

28.3 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.

28.4 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.

28.5 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.

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

B. Except as expressly amended hereby, all the remaining provisions of the Agreement, as supplemented and amended, shall remain in full force and effect.

3. The Contractor hereby agrees to the amendment to the Contract language.
4. CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
5. This Supplemental Agreement No. 1 is necessary to add additional funding and incorporate additional contract provisions.

**SUPPLEMENTAL AGREEMENT NO. 1**

Contract Name: Construction Contractor Compliance Consultant Contract Services

Contract No.: 001182

Cost: \$335,300.94

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

**MTN RESOURCES, LLC**

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

Title: \_\_\_\_\_

Witness: \_\_\_\_\_


Date: \_\_\_\_\_



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson   
Manager of Procurement

DATE: March 3, 2016

RE: Confirmation and Approval of  
Declaration of Emergency for  
Federal Compliance Consultant for Wekiva Parkway Construction  
Contract No. 001182

In accordance with the Procurement Policy, Board confirmation and approval is requested for a declaration of emergency and award of a contract authorized by the Executive Director for the Federal Compliance Consultant for Wekiva Parkway Construction. These services ensure compliance with federal requirements for the Wekiva Parkway construction projects.

The consultant providing these services since March, 2015, Covalt Group, Inc., withdrew from the contract on February 1, 2016 because they could no longer staff the work required. The total contract value was \$1,225,000 with estimated \$972,181.00 remaining at the time of termination.

The Director of Supplier Diversity contacted the second ranked firm, MTN Resources, LLC, to discuss their current availability and willingness to provide the services required.

On February 15, 2016, the Executive Director approved the Agreement with the second ranked firm, MTN Resources, LLC, in the amount of \$53,740.10 to provide these services through March 21, 2016.

Board confirmation and approval is requested for this declaration of emergency.

Board approval is also requested to continue the Agreement with MTN Resources, LLC for three (3) years with two (2) one year options commencing March 22, 2016, in the total contract amount of \$1,006,531.83.

MTN Resources, LLC will be utilizing Wynn Consulting Group as a subconsultant with a contract value of \$292,549.00.

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
MTN RESOURCES, LLC**

**CONSTRUCTION CONTRACTOR COMPLIANCE  
CONSULTANT SERVICES**

**CONTRACT NO. 001182**

**CONTRACT DATE: February 16, 2016  
CONTRACT AMOUNT: \$53,740.10**

**CONTRACT DATE: March 22, 2016  
CONTRACT AMOUNT: \$952,791.73**

**TOTAL CONTRACT: \$1,006,531.83**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF  
COMPENSATION, TECHNICAL PROPOSAL  
AND PRICE PROPOSAL**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,  
TECHNICAL PROPOSAL AND PRICE PROPOSAL**

**FOR**

**CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES**

**CONTRACT NO. 001182**

**FEBRUARY 2016**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton Cadwell, Chairman  
Scott Boyd, Vice-Chairman  
Brenda Carey, Secretary/Treasurer  
Buddy Dyer, Member  
Fred Hawkins, Jr., Member  
Teresa Jacobs, Member  
Andrea Herr, Member  
Jay Madara, Member  
S. Michael Scheeringa, Member  
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

**Executive Director**

**Laura Kelley**

## TABLE OF CONTENTS

<u>Title</u>		<u>Page</u>
	CONTRACT	1 to 13
SS	SCOPE OF SERVICES	SS-1 to SS-7
MC	METHOD OF COMPENSATION	MC-1 to MC-2
TP	TECHNICAL PROPOSAL	TP-1 to TP-47
FS	FEE SCHEDULE	FS-1 to FS-5

## **CONTRACT**

This Contract (the "Contract" as defined herein below), is made this 11<sup>th</sup> day of February, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and MTN RESOURCES, LLC., 204 N. Sweetwater Cove Blvd., Longwood, Florida 32779, hereinafter the CONSULTANT:

### **WITNESSETH:**

**WHEREAS**, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide Construction Contractor Compliance Consultant services and related tasks as may be assigned to the consultant by CFX and identified as Contract No. 001182; and,

**WHEREAS**, on or about February 15, 2015, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

**WHEREAS**, CONSULTANT was the successful one of four qualified firms that responded to the Request for Proposals and was ranked second; and,

**WHEREAS**, on or about March 12, 2015, CFX awarded the Agreement to the top ranked firm, COVALT GROUP, INC.; and,

**WHEREAS**, on or about February 1, 2016, CFX received a withdrawal letter from, COVALT GROUP, INC.; and,

**WHEREAS**, on or about February 15, 2016, CFX Executive Director approved an emergency procurement with the second ranked firm, MTN RESOURCES, LLC., on an interim basis through March 21, 2016; and,

**WHEREAS**, on or about March 10, 2016, the CFX Board will meet and ratify the emergency procurement and decide whether to continue the Agreement with the second ranked firm, MTN RESOURCES, LLC., for an additional three (3) year term with two (2) one year renewals; 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 CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing Construction Contractor Compliance Consultant services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Fee Schedule.

(collectively, the "Contract").

## **2. TERM AND NOTICE**

The initial term of the Contract will be from the date indicated in the Notice to Proceed from CFX to March 21, 2016. Predicated on CFX Board approval on or about March 10, 2016, the Contract will automatically extend for three (3) years from March 22, 2016 until March 21, 2019. Additionally, With CFX's sole option, the Contract may be renewed for two (2) one year periods, or portions thereof. If the Board approval amends the term hereto, an amendment shall be executed revising the term and compensation. If CFX Board disapproves on or about March 10, 2016, the contract extension, the Agreement term will terminate March 21, 2016, unless amended otherwise.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.



CFX shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the Contract term through March 21, 2016, is \$53,740.10.

3.2 The Contract Amount for the Contract term through March 22, 2016 through March 21, 2019, is \$952,791.73.

3.2 CFX agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

### **4. AUDIT AND EXAMINATION OF RECORDS**

#### **4.1 Definition of Records:**

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

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

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any 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.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its



Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another CONSULTANT doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

## **5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX'S program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

## **6. CONSULTANT INSURANCE**

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONSULTANT shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

**6.1 Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form

including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

## **7. CONSULTANT RESPONSIBILITY**

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONSULTANT may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and

- (iii) 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.

## **8. INDEMNITY**

The CONSULTANT shall indemnify, defend and hold harmless CFX and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONSULTANT, its subcontractors, officers, agents or employees,

8.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

8.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## **9. PUBLIC RECORDS**

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify CFX. Thereafter, CONSULTANT shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

## **10. PRESS RELEASES**

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

## **11. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

## **12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

### **13. NONDISCRIMINATION**

CONSULTANT, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

### **14. SUBLETTING AND ASSIGNMENT**

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subcontractor 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 subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT 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 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.

### **15. DISPUTES**

All services shall be performed by the CONSULTANT 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.

#### **16. PREVAILING PARTY ATTORNEY'S FEES**

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

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

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

#### **17. OTHER SEVERABILITY**

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

#### **18. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

#### **19. RELATIONSHIPS**

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

## **20. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## **21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

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

## **22. 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:

22.1 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

22.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

22.4 Obligations upon expiration or termination of the Contract; and

22.5 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.

### **23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

23.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONSULTANT who performed work under the Contract; and

23.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

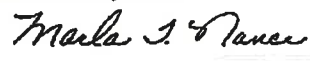


IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written.

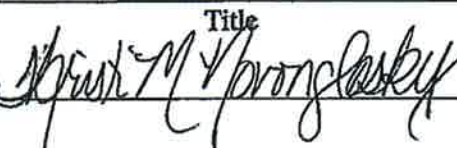
CENTRAL FLORIDA EXPRESSWAY CFX

By:   
Director of Procurement CFX

MTN RESOURCES, LLC.

By:   
Marla T. Nance  
Print Name

President/Owner

ATTEST:  (Seal)  
Title

DATE: 2/16/16

Approved as to form and execution, only.

  
General Counsel for CFX

# 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: September 26, 2017 

RE: August 2017 Financial Reports

Attached please find the August 2017 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 AUGUST 31, 2017 AND YEAR-TO-DATE**

	<b>FY 18 MONTH ACTUAL</b>	<b>FY 18 MONTH BUDGET</b>	<b>FY 18 YEAR-TO-DATE ACTUAL</b>	<b>FY 18 YEAR-TO-DATE BUDGET</b>	<b>FY 18 YEAR-TO-DATE VARIANCE</b>	<b>FY 18 YEAR-TO-DATE % VARIANCE</b>	<b>FY 17 - 18 YEAR-TO-DATE COMPARISON</b>
<b>REVENUES</b>							
TOLLS	\$ 37,114,846	\$ 35,142,155	\$ 73,123,683	\$ 69,634,427	\$ 3,489,256	5.0%	6.9%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	569,131	469,353	993,512	801,760	191,752	23.9%	19.3%
TRANSPONDER SALES	27,878	17,414	51,926	34,743	17,183	49.5%	43.4%
OTHER OPERATING	126,016	97,509	166,365	115,582	50,782	43.9%	17.2%
INTEREST	335,550	277,354	674,057	614,818	59,239	9.6%	-22.8%
MISCELLANEOUS	84,044	84,100	181,144	168,199	12,945	7.7%	1.2%
<b>TOTAL REVENUES</b>	<b>38,257,465</b>	<b>36,087,885</b>	<b>75,190,687</b>	<b>71,369,530</b>	<b>3,821,157</b>	<b>5.4%</b>	<b>6.7%</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	3,325,666	3,965,943	5,160,727	5,872,513	711,786	12.1%	13.9%
MAINTENANCE	1,104,153	1,434,254	1,192,811	1,621,540	428,729	26.4%	19.6%
ADMINISTRATION	459,068	521,100	856,462	986,546	130,084	13.2%	2.0%
OTHER OPERATING	71,095	105,650	71,095	105,650	34,555	32.7%	-87.8%
<b>TOTAL O M &amp; A EXPENSES</b>	<b>4,959,982</b>	<b>6,026,947</b>	<b>7,281,096</b>	<b>8,586,249</b>	<b>1,305,153</b>	<b>15.2%</b>	<b>4.8%</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>33,297,483</b>	<b>30,060,938</b>	<b>67,909,591</b>	<b>62,783,281</b>	<b>5,126,310</b>	<b>8.2%</b>	<b>6.9%</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>14,089,389</b>	<b>14,158,164</b>	<b>27,973,131</b>	<b>28,316,328</b>	<b>343,197</b>	<b>1.2%</b>	<b>-2.2%</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 19,208,094</b>	<b>\$ 15,902,774</b>	<b>\$ 39,936,461</b>	<b>\$ 34,466,953</b>	<b>\$ 5,469,508</b>	<b>15.9%</b>	<b>14.3%</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 2018  
FOR THE MONTH ENDING AUGUST 31, 2017 AND YEAR-TO-DATE**

	<b>FY 2018 ACTUAL</b>	<b>FY 2018 BUDGET</b>	<b>VARIANCE</b>	<b>FY 18 YEAR-TO-DATE % VARIANCE</b>
Operations	\$ 5,160,727	\$ 5,872,513	\$ 711,786	12.1%
Maintenance	1,192,811	1,621,540	428,729	26.4%
Administration	856,462	986,546	130,084	13.2%
Other Operating	<u>71,095</u>	<u>105,650</u>	<u>34,555</u>	<u>32.7%</u>
Total O M & A	\$ 7,281,096	\$ 8,586,249	\$ 1,305,153	15.2%
Capital Expenditures				
Operations	\$ -	\$ -	-	0.0%
Maintenance	-	6,333	6,333	100.0%
Administration	<u>25,500</u>	<u>36,667</u>	<u>11,167</u>	<u>30.5%</u>
Total Capital Expenditures	\$ 25,500	\$ 43,000	\$ 17,500	40.7%

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 Two Months Ending August 31, 2017**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Toll Operations	74,396	82,651	8,255	9.99%
Image Review	619,061	597,265	(21,796)	-3.65%
Special Projects	11,074	34,532	23,458	67.93%
Information Technology	339,653	440,384	100,731	22.87%
E-PASS Service Center	1,832,703	1,879,264	46,561	2.48%
Public Outreach/Education	93,879	230,956	137,077	59.35%
<b>Subtotal CFX</b>	<b>2,970,765</b>	<b>3,265,051</b>	<b>294,287</b>	<b>9.01%</b>
Plazas	2,189,963	2,607,462	417,499	16.01%
<b>Subtotal Toll Facilities</b>	<b>2,189,963</b>	<b>2,607,462</b>	<b>417,499</b>	<b>16.01%</b>
<b>Total Operations Expenses</b>	<b>5,160,727</b>	<b>5,872,513</b>	<b>711,786</b>	<b>12.12%</b>

**Central Florida Expressway Authority  
Maintenance - Comparison of Actual to Budget  
For the Two Months Ending August 31, 2017**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Maintenance Administration	200,668	292,176	91,508	31.32%
Traffic Operations	199,535	323,573	124,038	38.33%
Routine Maintenance	792,608	1,012,124	219,516	21.69%
FDOT Services	0	0	0	0.00%
<b>Total Maintenance Expenses</b>	<b>1,192,811</b>	<b>1,627,873</b>	<b>435,062</b>	<b>26.73%</b>

**Central Florida Expressway Authority  
Administration - Actual to Budget by Cost Center  
For the Two Months Ending August 31, 2017**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
General	62,788	98,347	35,558	36.16%
Administrative Services	321,325	337,719	16,394	4.85%
Communications	72,704	102,860	30,156	29.32%
Human Resources	20,416	31,120	10,704	34.40%
Supplier Diversity	32,093	32,355	261	0.81%
Accounting	154,044	208,559	54,515	26.14%
Records Management	31,423	44,537	13,115	29.45%
Construction Administration	7,219	10,646	3,427	32.19%
Procurement	65,168	68,230	3,061	4.49%
Legal	71,982	76,087	4,105	5.40%
Internal Audit	30,252	0	(30,252)	0.00%
525 Magnolia	4,399	4,477	79	1.76%
Plans Production	8,149	8,277	128	1.54%
<b>Grand Total Expenses</b>	<b>881,962</b>	<b>1,023,213</b>	<b>141,251</b>	<b>13.80%</b>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS**  
**PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON**  
**FOR THE MONTH ENDING AUGUST 31, 2017 AND YEAR-TO-DATE**

	FY 18 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE BUDGET	FY 18 YEAR-TO-DATE VARIANCE	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
<b>REVENUES</b>							
TOLLS	\$ 73,123,683	\$ 69,634,427	\$ 3,489,256	\$ 68,408,305	\$ 62,238,570	\$ 6,169,735	\$ (2,680,479)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	993,512	801,760	191,752	832,704	669,776	162,928	28,824
TRANSPONDER SALES	51,926	34,743	17,183	36,219	81,461	(45,242)	62,425
OTHER OPERATING	166,365	115,582	50,782	141,976	132,226	9,750	41,032
INTEREST	674,057	614,818	59,239	872,701	666,875	205,826	(146,587)
MISCELLANEOUS	181,144	168,199	12,945	178,932	177,817	1,115	11,830
<b>TOTAL REVENUES</b>	<b>75,190,687</b>	<b>71,369,530</b>	<b>3,821,157</b>	<b>70,470,837</b>	<b>63,966,725</b>	<b>6,504,112</b>	<b>(2,682,955)</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	5,160,727	5,872,513	711,786	4,530,008	4,424,544	(105,464)	817,250
MAINTENANCE	1,192,811	1,621,540	428,729	997,104	971,120	(25,984)	454,713
ADMINISTRATION	856,462	986,546	130,084	839,755	1,023,590	183,835	(53,751)
OTHER OPERATING	71,095	105,650	34,555	583,605	667,250	83,645	(49,090)
<b>TOTAL O M &amp; A EXPENSES</b>	<b>7,281,096</b>	<b>8,586,249</b>	<b>1,305,153</b>	<b>6,950,472</b>	<b>7,086,504</b>	<b>136,032</b>	<b>1,169,121</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>67,909,591</b>	<b>62,783,281</b>	<b>5,126,310</b>	<b>63,520,365</b>	<b>56,880,221</b>	<b>6,640,144</b>	<b>(1,513,834)</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>27,973,131</b>	<b>28,316,328</b>	<b>343,197</b>	<b>28,592,308</b>	<b>28,800,436</b>	<b>(208,128)</b>	<b>551,325</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 39,936,461</b>	<b>\$ 34,466,953</b>	<b>\$ 5,469,508</b>	<b>\$ 34,928,057</b>	<b>\$ 28,079,785</b>	<b>\$ 6,848,272</b>	<b>\$ (1,378,764)</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 AUGUST 31, 2017 AND YEAR-TO-DATE**

	<b>FY 18 MONTH ACTUAL</b>	<b>FY 17 MONTH ACTUAL</b>	<b>FY 17 - 18 SAME MONTH COMPARISON</b>	<b>FY 18 YEAR-TO-DATE ACTUAL</b>	<b>FY 17 YEAR-TO-DATE ACTUAL</b>	<b>FY 17 - 18 YEAR-TO-DATE COMPARISON</b>
<b>REVENUES</b>						
TOLLS	\$ 37,114,846	\$ 34,450,032	\$ 2,664,814	\$ 73,123,683	\$ 68,408,305	\$ 4,715,378
FEES COLLECTED VIA UTM/UTC'S AND PBP'S	569,131	503,654	65,477	993,512	832,704	160,808
TRANSPONDER SALES	27,878	18,181	9,697	51,926	36,219	15,707
OTHER OPERATING	126,016	102,518	23,498	166,365	141,976	24,389
INTEREST	335,550	419,182	(83,632)	674,057	872,701	(198,644)
MISCELLANEOUS	84,044	82,832	1,212	181,144	178,932	2,212
<b>TOTAL REVENUES</b>	<b>38,257,465</b>	<b>35,576,399</b>	<b>2,681,066</b>	<b>75,190,687</b>	<b>70,470,837</b>	<b>4,719,850</b>
<b>O M &amp; A EXPENSES</b>						
OPERATIONS	3,325,666	2,888,223	437,443	5,160,727	4,530,008	630,719
MAINTENANCE	1,104,153	876,505	227,648	1,192,811	997,104	195,707
ADMINISTRATION	459,068	459,442	(374)	858,462	839,755	16,707
OTHER OPERATING	71,095	583,605	(512,510)	71,095	583,605	(512,510)
<b>TOTAL O M &amp; A EXPENSES</b>	<b>4,959,982</b>	<b>4,807,775</b>	<b>152,207</b>	<b>7,281,096</b>	<b>6,950,472</b>	<b>330,624</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>33,297,483</b>	<b>30,768,624</b>	<b>2,528,859</b>	<b>67,909,591</b>	<b>63,520,365</b>	<b>4,389,226</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>14,089,389</b>	<b>14,348,698</b>	<b>(259,309)</b>	<b>27,973,131</b>	<b>28,592,308</b>	<b>(619,177)</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 19,208,094</b>	<b>\$ 16,419,926</b>	<b>\$ 2,788,168</b>	<b>\$ 39,936,461</b>	<b>\$ 34,928,057</b>	<b>\$ 5,008,404</b>

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# E.3.

## Executive Director's Report

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Executive Director Report October, 2017

### HURRICANE IRMA RECAP

The CFX team worked before and immediately after the storm to keep our expressways clear and safe for travel. The system had a few trees down which were immediately removed from the roadway. Minor erosion occurred in some construction zones, which was immediately addressed after the storm. Repairs are underway for a small depression that surfaced on the Wekiva Parkway and a depression spanning the southbound lanes of SR 429 near Independence Plaza. Like most of the region, we also experienced widespread power outages on the system. The CFX team convened to document lessons learned and follow up action items. CFX staff continues to track repair costs for possible reimbursement from FEMA and insurance. The toll suspension impact to September revenues is approximately \$18.7 million.

### FLORIDA TRANSPORTATION COMMISSION

The Florida Transportation Commission presented their Fiscal Year 2015/2016 Transportation Authority Monitoring and Oversight Report on September 20, 2017 in Tallahassee. The Commission invited all toll and transit agencies to present on the activities of each agency. The CFX Report included updates on the addition of Brevard County to the CFX Board, our Customer First Toll Policy, School Bus Rebate Program, 5-Year Work Plan projects, Reload Lanes and the Wrong Way Driving Program.

### CUSTOMER SERVICE

#### Expansion of Payment Options

The CFX Board will consider an opportunity to partner with Blackstone to accept customer payments at more than 1,000 locations throughout Central Florida. Blackstone provides a wide range of financial services throughout the United States, including bill payment and toll replenishment services. Their services are offered at a variety of retail sites, such as gas stations, grocery stores, pharmacies, and convenience stores.

#### Registration Hold Payments

CFX has partnered with the Orange County Tax Collector's office to streamline our customer payments to release registration holds. The Tax Collector's Office has agreed to collect tolls on our behalf for a \$1 convenience fee and pass the toll payments on to CFX to offer our customers more convenience and shorter wait times for payment processing. Staff will work with the other counties in our jurisdiction in the near future to develop similar programs.

#### Bestpass

Bestpass has recently joined our E-PASS fleet family. Bestpass serves the trucking industry. They provide their customers with multiprotocol transponders that work coast to coast with a national toll management system. Bestpass allows truckers to

seamlessly move about the country without the need to manage multiple tolling accounts. Bestpass customers will now have access to all of our E-PASS volume discounts!

#### NolePass and GatorPass

NolePass and GatorPass can now be purchased at the University bookstores! We are currently talking with UCF to see if we can offer KnightPass on their campus in the near future.

### CHARITABLE ACTIVITIES

#### i on Hunger Event

On October 6, CFX staff volunteered to support Protiviti's i on Hunger event and Feeding Children Everywhere. We packaged thousands of meals at Oak Ridge High School. Feeding Children Everywhere serves the 45 million Americans living below the poverty line, including millions of children, seniors and veterans across the country.

#### Chili Cook-Off

CFX will hold its second annual Chili Cook-off on October 27, 2017. Steve Ferrell will provide live music at the event. Tickets are on sale now for \$7 and will be \$10 the day of the event. If you would like to be a contestant, or buy tickets, please see Sheri at the front desk. Proceeds will benefit Red Cross Disaster Relief.

### COMMUNITY EVENTS/MEETINGS

September 19: Osceola Concept Studies Public Workshops  
September 20: Florida Transportation Commission Meeting  
September 26: Osceola Concept Studies Public Workshops  
September 27: I-4 Ultimate PIC Coordination Meeting  
September 27: Lake-Sumter MPO  
September 29: Celebration Rotary Club  
September 30: UCF Alumni Watch Party; KnightPass promo  
October 3: Mt. Dora Police Department National Night Out  
October 5: Osceola Concept Studies Public Workshops  
October 7: University of Florida football game; GatorPass promo  
October 10: CFX Meet & Greet  
October 11: Central Florida Business Forum Presentation



# PERFORMANCE DASHBOARD

## AUGUST 2017

Fiscal year runs from July 1-June 30

### CUSTOMER SERVICE

	Activity		Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center: East	9,465	10,616	1:05	<5m
Service Center: West	3,582	3,932	0:56	<5m

**SERVICE CENTER: MINUTE INTERVALS** <5 5-6 6-7 7-8 8-9 9+

Call Center	81,887	76,671	0:50	<1m
-------------	--------	--------	------	-----

**CALL CENTER: % MINUTE INTERVALS** <1 1-2 2-3 3-4 4-5 5+



### AVERAGE SPEED: PEAK DIRECTION

		mph	AM Peak (6-9) Avg mph	PM Peak (4-7) Avg mph
SR 408	W. SR 50 to E. SR 50	55-65	53	53
SR 417	Int'l Dr. to Seminole Co. Line	55-70	65	63
SR 528	Sand Lake Rd. to SR 520	70	65	62
SR 429	Seidel Rd. to SR 414	70	66	66
SR 451	SR 429 to US 441	65	61	65
SR 414	US 441 to US 441	65	62	64

LEGEND: <10 11-20 >= 21

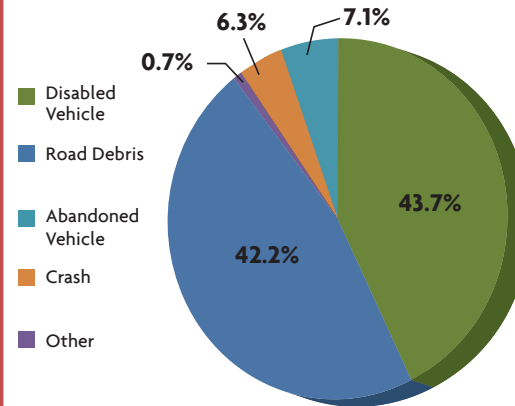
### MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange	\$36.3	\$33.3	92%	99%	
SR 429 Systems Interchange	\$82.3	\$65.2	79%	81%	
SR 429, US 441 to North of Ponkan Rd.	\$56.5	\$56.1	99%	105%	
SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$46.9	\$46.3	99%	100%	
SR 453, Lake County Line to SR 46	\$49.6	\$40.1	79%	81%	
SR 528/Innovation Way Interchange	\$61.8	\$50.0	80%	66%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$26.0	66%	68%	

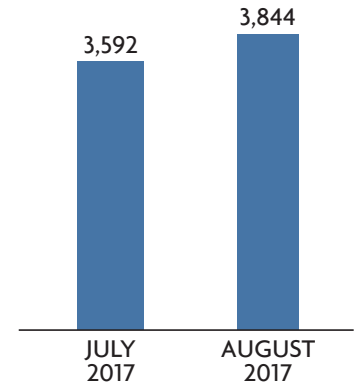
LEGEND: Spent vs. Time <10 11-20 >= 21

### SAFETY

#### ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



#### ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



#### 2015 FATALITIES

1.13	Nationwide: Arterials, Limited Access, Toll Roads
0.26	FDOT: Urban Toll Roads
0.20	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled  
2010-2015 – 5 Year Average

#### WRONG WAY DRIVING (WWD)

Period Covered	Vehicles Detected	Documented Turn Arounds
August 2017	25	18

### FINANCIALS

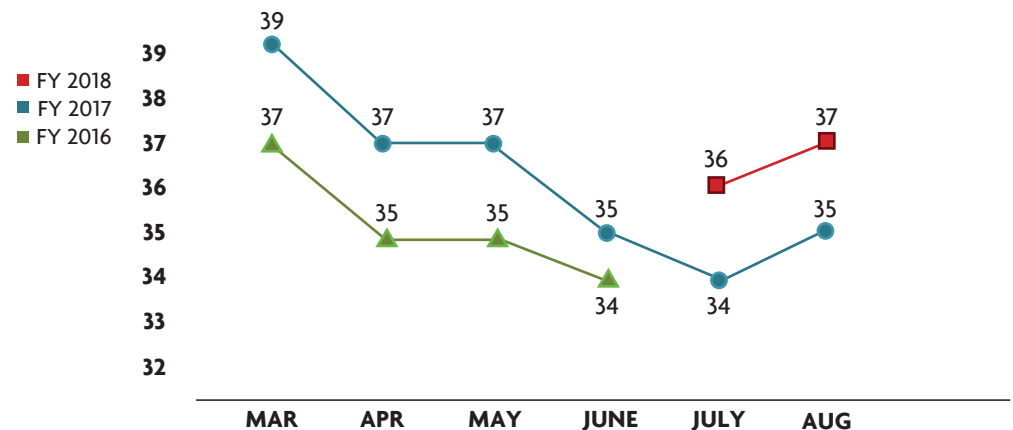
#### FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$75.2	\$71.4	5%
OM&A Expenses	\$7.3	\$8.6	15%
Net Revenue	\$39.9	\$34.8	15%

#### DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.24	2.23
Subordinate Lien	2.13	2.12

#### TOTAL TRANSACTIONS ON CFX SYSTEM (millions)



F. 1.



# ADVANCING TRANSPORTATION SOLUTIONS

## Central Florida Transportation Task Force



ORLANDO  
ECONOMIC  
PARTNERSHIP

Tracey Stockwell  
Senior Vice President & CFO  
*Universal Orlando Resort*





A rocket is shown launching vertically into a sky filled with grey, textured clouds. A bright white plume of smoke and fire trails behind the rocket. The lower portion of the image is overlaid with a semi-transparent orange banner. On the right side of this banner, the text 'RECOMMENDATION #1' is written in a small, white, sans-serif font. Centered on the banner is the main title 'Establish an Alliance for Regional Transportation' in a large, bold, white, sans-serif font.

RECOMMENDATION #1

# Establish an Alliance for Regional Transportation



RECOMMENDATION #2

# Establish a Committee for Change





RECOMMENDATION #3

# Responding to Concerns – Safety, Cybersecurity and Counterterrorism

F. 2.



# New Customer Payment Option

Corey Quinn, Chief of Technology/Operations

— October 12, 2017 —



# CUSTOMER FOCUS = STRATEGIC PLAN

E-PASS Accounts – 360,000



Pay by Plate invoices –  
Average 170,000 month



# WHO IS BLACKSTONE?

# BLACKSTONE®



Blackstone is a leading prepaid and payments processor since 1995 in the U.S., Puerto Rico and U.S. Virgin Islands with over 15,000 merchants.



# HOW DOES IT WORK?



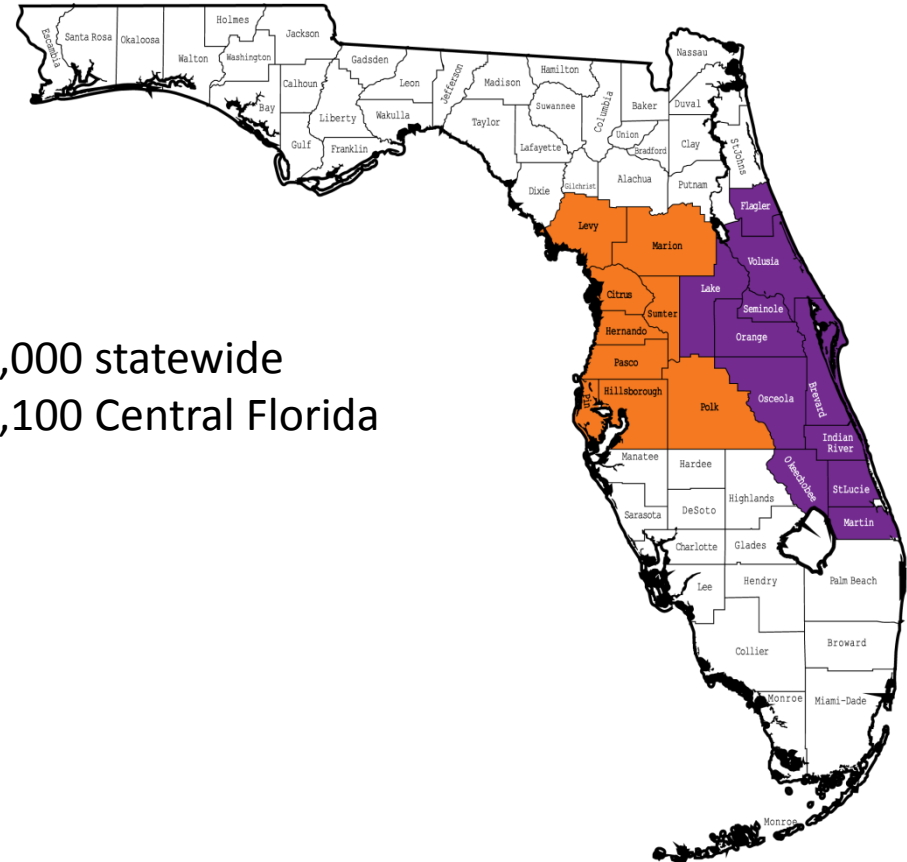
# BLACKSTONE'S DISTRIBUTION NETWORK

## Network

- ▶ Gas Stations/Convenience Stores
- ▶ Supermarkets/Mini-Markets
- ▶ Pharmacies
- ▶ Cellular Stores
- ▶ Dollar & Discount Stores
- ▶ Airports & Visitor Centers
- ▶ School Campuses
- ▶ Check Cashing Locations
- ▶ General Retail



## Florida Coverage



3,000 statewide  
1,100 Central Florida


$$\text{BLACKSTONE}^{\text{®}} + \text{EPASS}^{\text{®}} =$$

## Benefits:

- The average load is \$22.51
- A merchant does 44 transactions per month
- On average, a merchant loads \$999.20 per month



# BLACKSTONE is a TURNKEY solution



## Customer Benefits

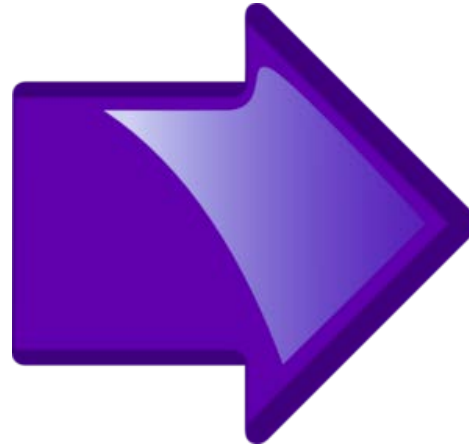
Offers another option for the Cash preferred customer that is convenient

Provide E-PASS with kiosk solutions for its own locations

Convenient locations to Pay By Plate or Uniform Traffic Citations "UTC"

# PAYMENT STRUCTURE

- Daily reconciliation
- \$1.50 per transaction convenience fee to merchant/Blackstone
- CFX Investment \$5,000





# FUTURE OPPORTUNITIES

## Future Transponder Sales



Able to warehouse and distribute physical transponders to stores statewide.

## Future Physical Card Sales



# CFX Strategic Plan



**PRIORITY:  
CUSTOMER-DRIVEN  
ORGANIZATION**

**Expand distribution and customer payment options.**



**PRIORITY:  
CUSTOMER-DRIVEN  
ORGANIZATION**

**Provide a high-quality customer service experience.**

# Requested Approval

## **Recommended Motion:**

Approval of contract with Blackstone, to provide payment processing for CFX customers through their distribution network.



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
COOPERATIVE PURCHASE AGREEMENT  
MONEY SERVICES  
CONTRACT NO. 001328**

This Contract is made this 1st day of August, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and BLACKSTONE AMERICA, INC. whose address is 11600 NW 34<sup>th</sup> Street, Doral, Florida, 33178 AND SOFTGATE SYSTEMS, INC., whose address is 185 Hudson Street – Suite 1710, Jersey City, New Jersey 07311, both entities that are duly authorized to conduct business in the State of Florida hereinafter the **VENDOR**:

**WITNESSETH:**

**WHEREAS**, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);” and

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of **VENDOR** to furnish certain services in connection with Money Services; and

**WHEREAS**, on or about April 28, 2010, the **VENDOR** entered into an agreement with the State of Florida Department of Transportation, hereinafter called the “Department” to provide the same services as required by CFX; and

**WHEREAS**, competitive bids seeking qualified **VENDORS** to perform such services for CFX was not required because the **VENDOR** has an existing contract with Department for the same services to be provided hereunder and CFX has decided to contract with **VENDOR** for the performance of the services described herein under the same conditions previously negotiated by Department; and

**WHEREAS**, the **VENDOR** agrees to provide the services under the same terms and conditions as included in its contract with Department, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below.

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

## **1. RECITALS**

The recitals are true and incorporated as terms.

### **ADOPTION OF TERMS IN THE CONTRACT BETWEEN DEPARTMENT and BLACKSTONE AMERICA, INC. and SOFTGATE SYSTEMS, INC.**

The parties adopt the terms and conditions in the Department's Contract with Blackstone America, Inc. and Softgate Systems, Inc. attached hereto, by reference as though set forth fully herein, subject to the following substitutions or revisions.

1.1 The terms "CFX" and "EPASS" are substituted for "Department" and "Sun Pass" throughout the Department's Contract.

1.2 Section 1: Initial Terms in Blackstone America, Inc. and Softgate Systems, Inc. Contract shall be replaced with the following: "This Agreement shall be effective for an initial term of three (3) years from the date of the Agreement, and shall continue, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of CFX. If a renewal option is exercised, CFX will provide the VENDOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term."

1.3 The remaining paragraphs in Sections 2 and 3 referencing terminations remain unchanged, but for the substitutions set forth above.

**2. SERVICES TO BE PROVIDED.** The VENDOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX.

**3. COMPENSATION FOR SERVICES.** Compensation shall be in accordance with the pricing sheet included in the VENDOR's contract with State of Florida. For ease of reference, the rates are reiterated on the Price Sheet attached hereto. VENDOR agrees throughout the term of this Agreement that its rates shall not exceed those being charged for all goods and services to the Department or to the customers of the Department.

**4. PERFORMANCE AND PAYMENT BOND:** VENDOR shall provide CFX a performance and payment bond (Bond) in the form and sum equivalent to US\$50,000. The bond shall be executed and furnished to CFX prior to the execution of money services in this Agreement. The bond shall be payable to CFX to cover or set-off the payments of the transactions made to CFX pursuant to the terms of this Agreement. Failure to provide and maintain an acceptable bond in accordance with the terms herein may result in termination of this Agreement. The cost of all bonds shall be borne by the VENDOR.

## **5. PUBLIC RECORDS**

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 VENDOR in conjunction with this Contract (including without limitation VENDOR Records and Proposal Records, if and as applicable), VENDOR shall immediately notify CFX. Thereafter, VENDOR shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct VENDOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by VENDOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

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 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.

VENDOR 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 VENDOR 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, VENDOR 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 VENDOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency of all applicable public records in possession of the VENDOR that are related to this Agreement and not considered by Vendor to be proprietary or confidential or keep and maintain public records required by the public agency to perform the service. If the VENDOR transfers all public records to the public agency upon completion of the contract, 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 contract, the VENDOR 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 VENDOR in conjunction with this Contract (including without limitation VENDOR Records and Proposal Records, if and as applicable), VENDOR shall immediately notify the CFX. In the event the VENDOR has public records in its possession, VENDOR shall comply with the Public Records Act.

## **6. PRESS RELEASES**

Except where required by government and/or regulatory requirements, VENDOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying CFX and securing its consent in writing.

## **7. PERMITS, LICENSES, ETC.**

Throughout the term of the Contract, VENDOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by VENDOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

## **8. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

VENDOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the VENDOR, to solicit or secure this Contract, and that VENDOR 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.

VENDOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy.

In the performance of the Contract, VENDOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

VENDOR covenants and agrees that it and its employees, officers, agents, and subvendors shall as applicable, be bound by the standards of conduct provided in Florida Statutes 112.313 as it



relates to work performed under this Contract, which standards are made a part of this Contract as though set forth in full.

## **9. NONDISCRIMINATION**

VENDOR, its employees and officers 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.

## **10. SUBLETTING AND ASSIGNMENT**

CFX has selected VENDOR to perform the Services based upon characteristics and qualifications of VENDOR and its employees. Therefore, VENDOR shall not sublet, sell, transfer, or otherwise dispose of its obligations under this Contract or any portion thereof, or of the VENDOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's reasonable discretion. Any attempt by VENDOR 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. CFX understands and agrees that as of the date of this Agreement, VENDOR uses certain third-parties for the provision of services under this Agreement.

Notwithstanding the foregoing:

10.1 VENDOR may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to VENDOR; and

10.2 Assignment and Subcontracting: The VENDOR shall not sell, assign, transfer, or subcontract the work under this Agreement without the prior written consent of CFX. In the event that CFX consents to the assignment, transfer or subcontracting of some or all of the work under this Agreement the VENDOR shall remain liable for the performance of this Agreement, and such consent shall not be construed as a release of the VENDOR from contractual liability.

If, during the life of the Contract and any renewals hereof, VENDOR desires to subcontract any portion(s) of the work to a subVENDOR that was not previously disclosed by the VENDOR 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 subVENDOR, equal or exceed twenty five thousand dollars (\$25,000.00), the VENDOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the VENDOR until it has been approved by CFX Board. In the event of a designated emergency, the VENDOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain

a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

## **11. RELATIONSHIPS**

VENDOR acknowledges that no employment relationship exists between AUTHORITY and VENDOR or VENDOR's employees. VENDOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. VENDOR 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.

VENDOR shall conduct no act or omission that would lead VENDOR's employees or any legal tribunal or regulatory agency to believe or conclude that VENDOR'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, sub-VENDOR, or matter.

## **12. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

12.1 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

12.2 Payment to VENDOR for satisfactory work performed or for termination expenses, if applicable; and

~~VENDOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.~~

## **13. NOTIFICATION of CONVICTION of CRIMES**

VENDOR shall notify CFX if any of VENDOR'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.

A person or affiliate who has been placed on the Florida Department of Management Services convicted vendor list following a conviction for a public entity crime may not submit a bid,

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by CFX's Board at its meeting on October 12, 2017.

**APPROVED BY:**

**BLACKSTONE AMERICA, INC**

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

\_\_\_\_\_  
Print Name and Title

Attest: \_\_\_\_\_ (Seal)

Date: 9/28/2017

**SOFTGATE SYSTEMS, INC.**

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

\_\_\_\_\_  
Print Name and Title

Attest: \_\_\_\_\_ (Seal)

Date: 9/28/2017

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

\_\_\_\_\_  
Director of Procurement

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for CFX

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 VENDOR, supplier, subVENDOR, 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.

#### **14. VENUE**

The parties agree that any action arising out of this Agreement or breach thereof shall be commenced in the court of appropriate jurisdiction located in Orange County, Florida and the parties hereby consent to the jurisdiction of any such court.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by CFX's Board at its meeting on October 12, 2017.

**APPROVED BY:**

**BLACKSTONE AMERICA, INC**

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

\_\_\_\_\_  
Print Name and Title

Attest: \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_

**SOFTGATE SYSTEMS, INC.**

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

\_\_\_\_\_  
Print Name and Title

Attest: \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

Director of Procurement

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for CFX

F. 3.





# New Process for Tag Registration Hold Release

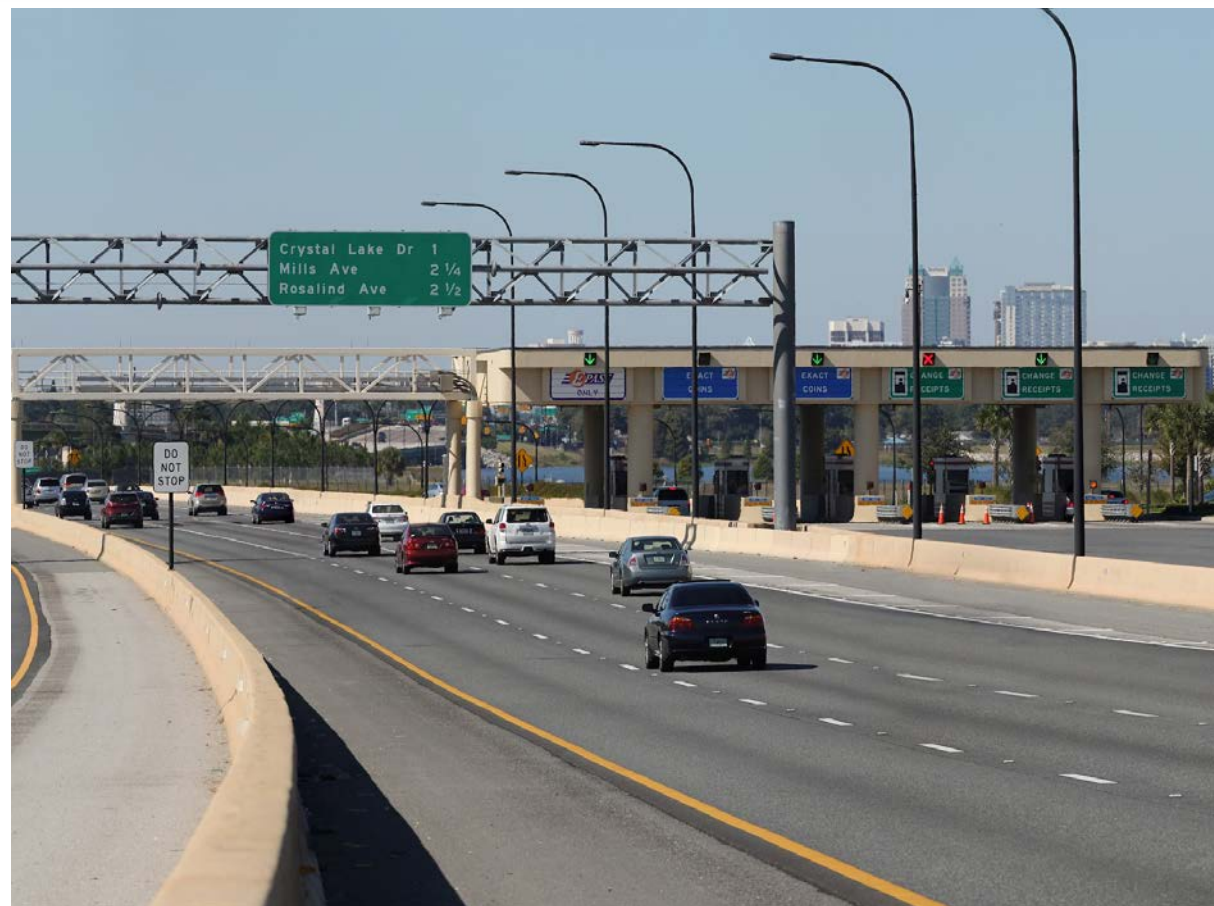
Corey Quinn, Chief of Technology/Operations

— October 12, 2017 —



# Situation

- Pay By Plate (PBP) toll invoicing is an option to “pay as you go” and choose to forgo the benefits of E-PASS toll rates.
- With PBP, an image of your license plate is captured when you pass through the toll plaza.
- A monthly toll invoice is generated and mailed to the registered owner of the vehicle.
- Payment is due within 30 days.
- Second notice mailed allowing an additional 15 days.
- Failure to pay the invoice within the allotted 45 days, results in a registration hold on day 46 directly with Highway Safety and Motor Vehicle agency in Tallahassee. (F.S. 320.03(8), F.S. 316.1001(4))



# Current Process

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

- Vehicle Tag associated with Violation
- Name of Owner of Registered Vehicle
- Amount Due

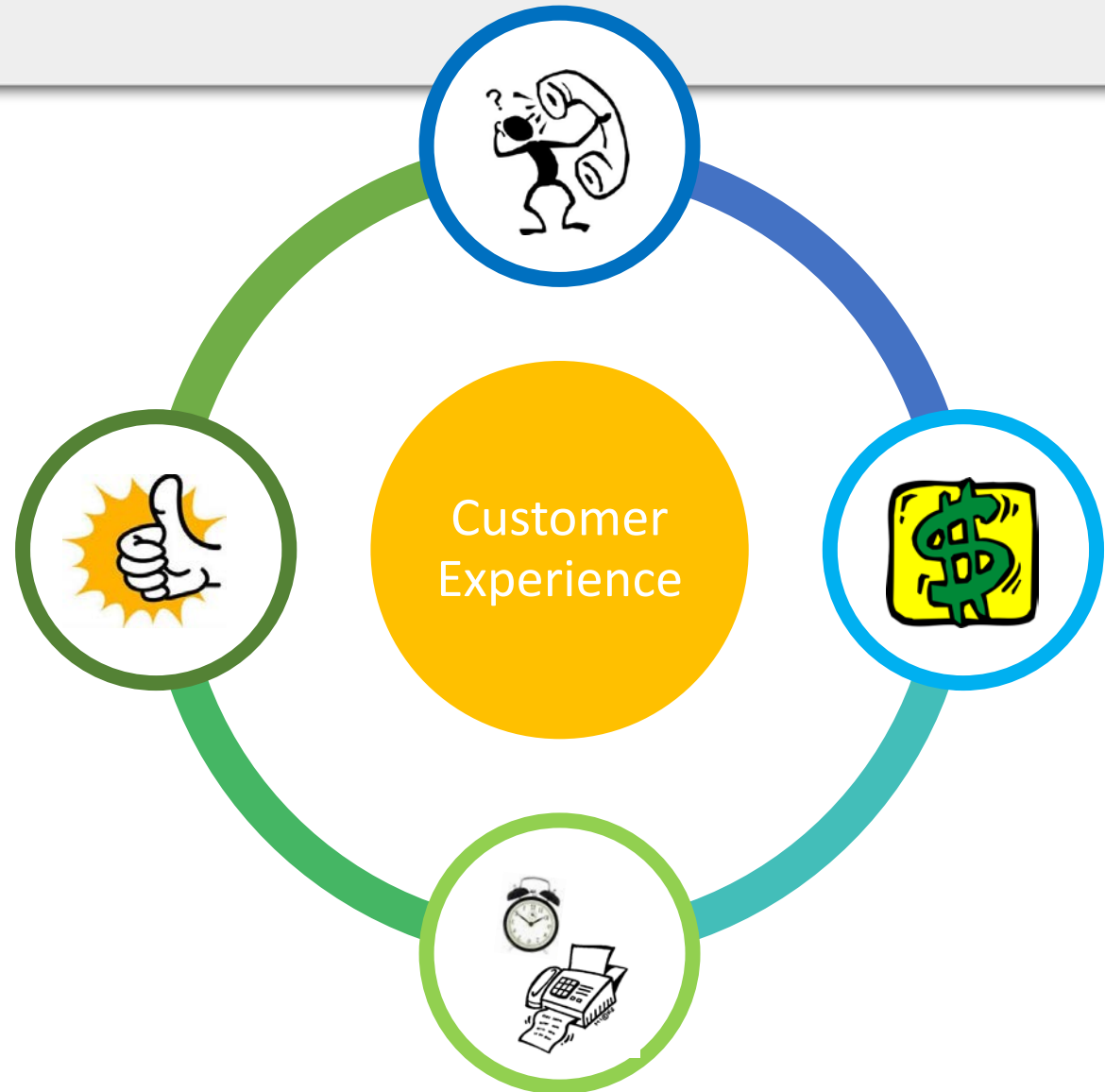
DAILY



# Current Process



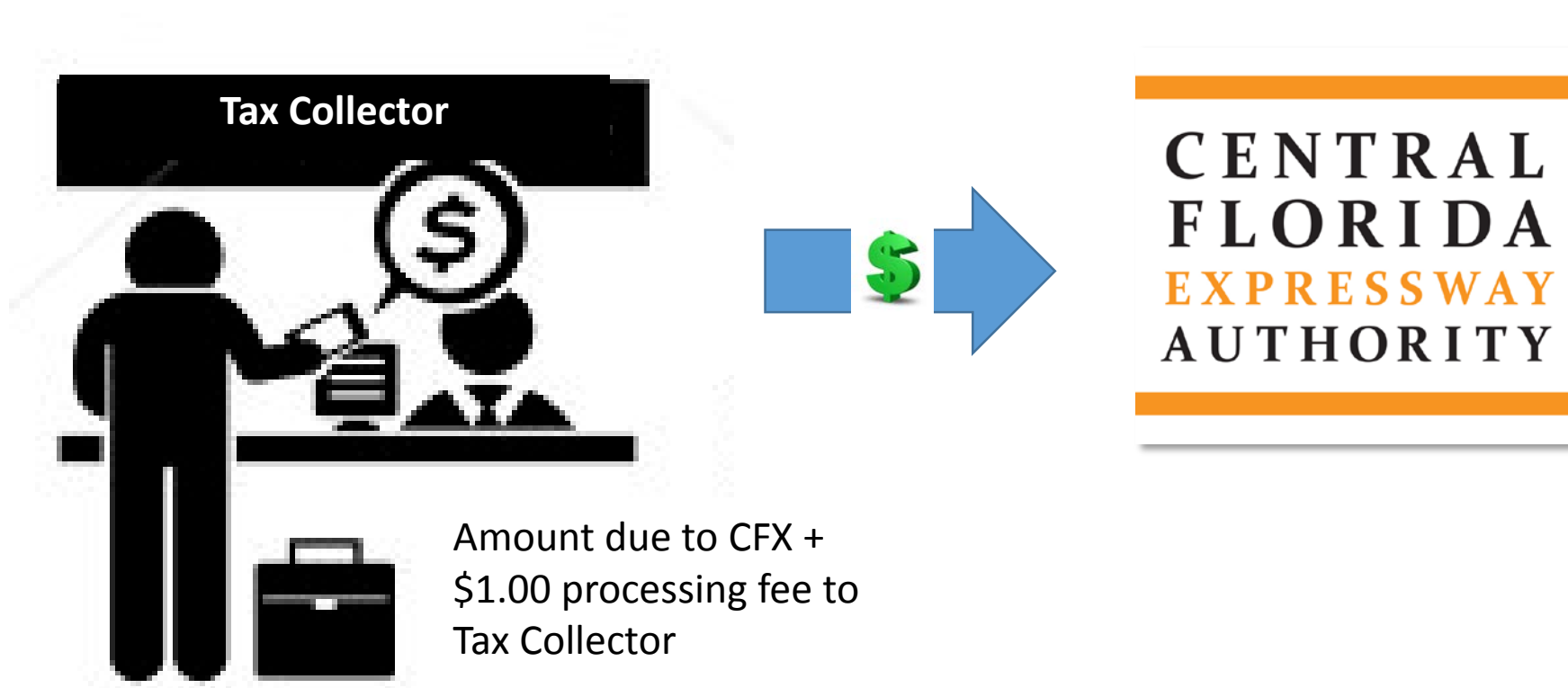
Tax Collector requires proof that tolls are paid in full before tag can be renewed





**PRIORITY:  
CUSTOMER-DRIVEN  
ORGANIZATION**

## Expand distribution and customer payment options.



# Requested Approval

## **RECOMMENDED MOTION:**

Approval of a standard contract with County Tax Collectors within CFX's jurisdiction to automate registration hold releases through the Tax Collectors' offices beginning with Orange County.

F. 4.



The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a serif font. The word "EXPRESSWAY" is highlighted in orange, while the others are in dark blue. The text is contained within a white rectangular box with thin orange horizontal lines above and below it.

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

The background of the entire slide is a photograph of a multi-level highway interchange with concrete overpasses and green grassy embankments under a clear blue sky. A dark-colored SUV is visible in the lower-left foreground, partially obscured by the text overlay.

**UPDATE**

**Osceola County Concept, Feasibility, and Mobility Studies**

Glenn Pressimone, Director of Engineering

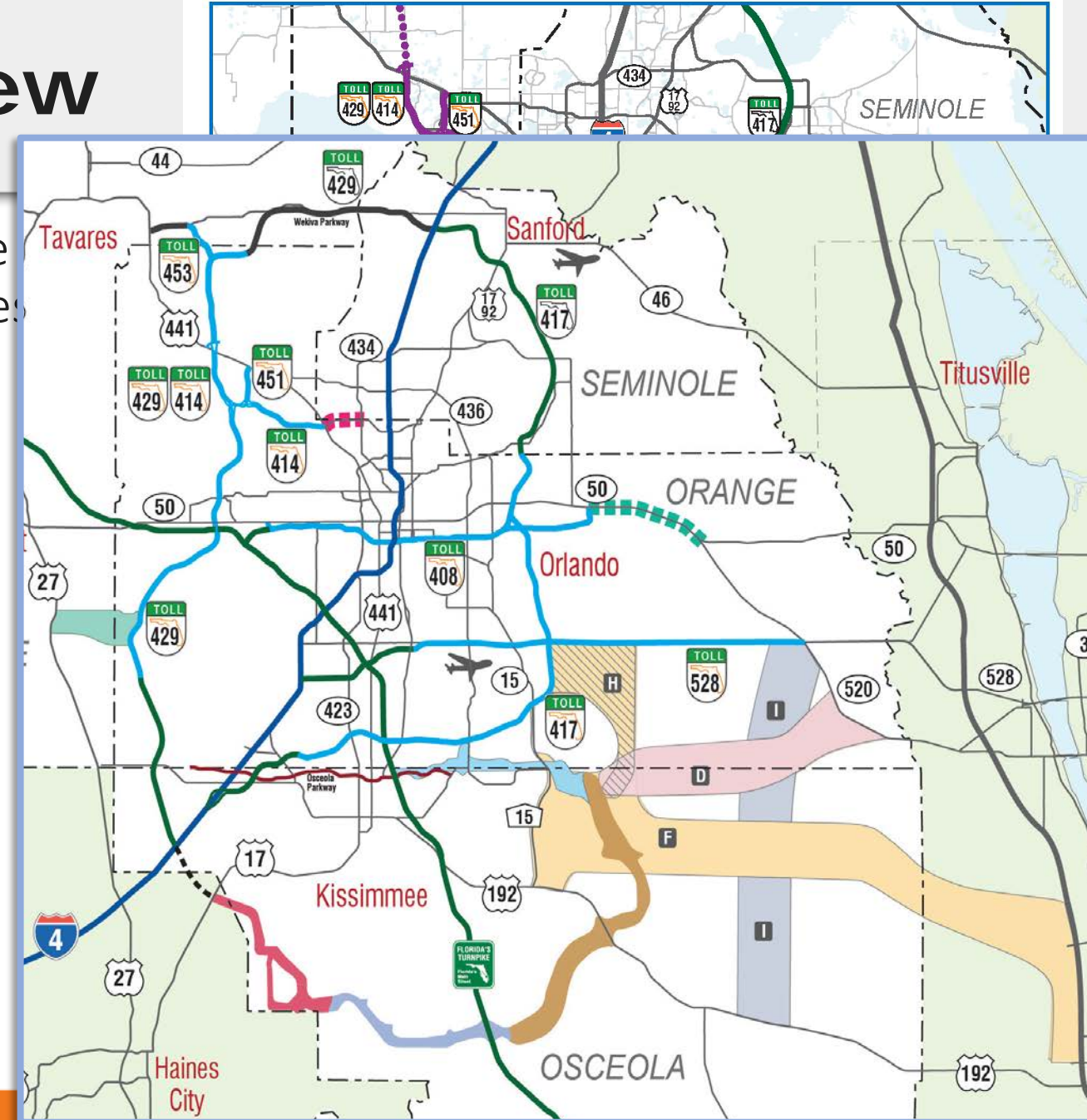
**— October 12, 2017 —**



# Study Corridor Overview

Four corridors within Osceola, Polk, and Orange Counties and encompass approximately 60 miles primarily new-location highway.

- **Poinciana Parkway Extension /I-4 Connector** - Approximately 13 miles
- **Southport Connector Expressway** - Approximately 13 miles
- **Northeast Connector Expressway** - Approximately 25 miles
- **Osceola Parkway Extension** - Approximately 9 miles



# Previous Studies Of Each Corridor Segment

## Poinciana Parkway Extension / I-4 Connector

Alternative Corridor Evaluation Report (ACER) - November 2015

## Southport Connector Expressway

Alternative Corridor Evaluation Report (ACER) – October 2015

## Northeast Connector Expressway

(Southport Connector East, from Canoe Creek Road to SR 528)

Preliminary Alignment Evaluation – June 2010

## Osceola Parkway Extension

Project Development & Environment (PD&E) Study – May 2017

# Overall Goals of the Project Corridors

- Improve roadway connections from I-4/SR 429 to Florida's Turnpike, to US 192 and SR 417;
- Promote regional connectivity and enhance mobility;
- Provide additional traffic capacity;
- Reduce congestion and delays on local roads by providing a new limited-access transportation option;
- Provide for the incorporation of transit options.





# Public Project Kick Off Meetings



Tuesday, Sept. 19  
Association of Poinciana  
Villages Community Center



Tuesday, Sept. 26  
The First Baptist Church of St. Cloud



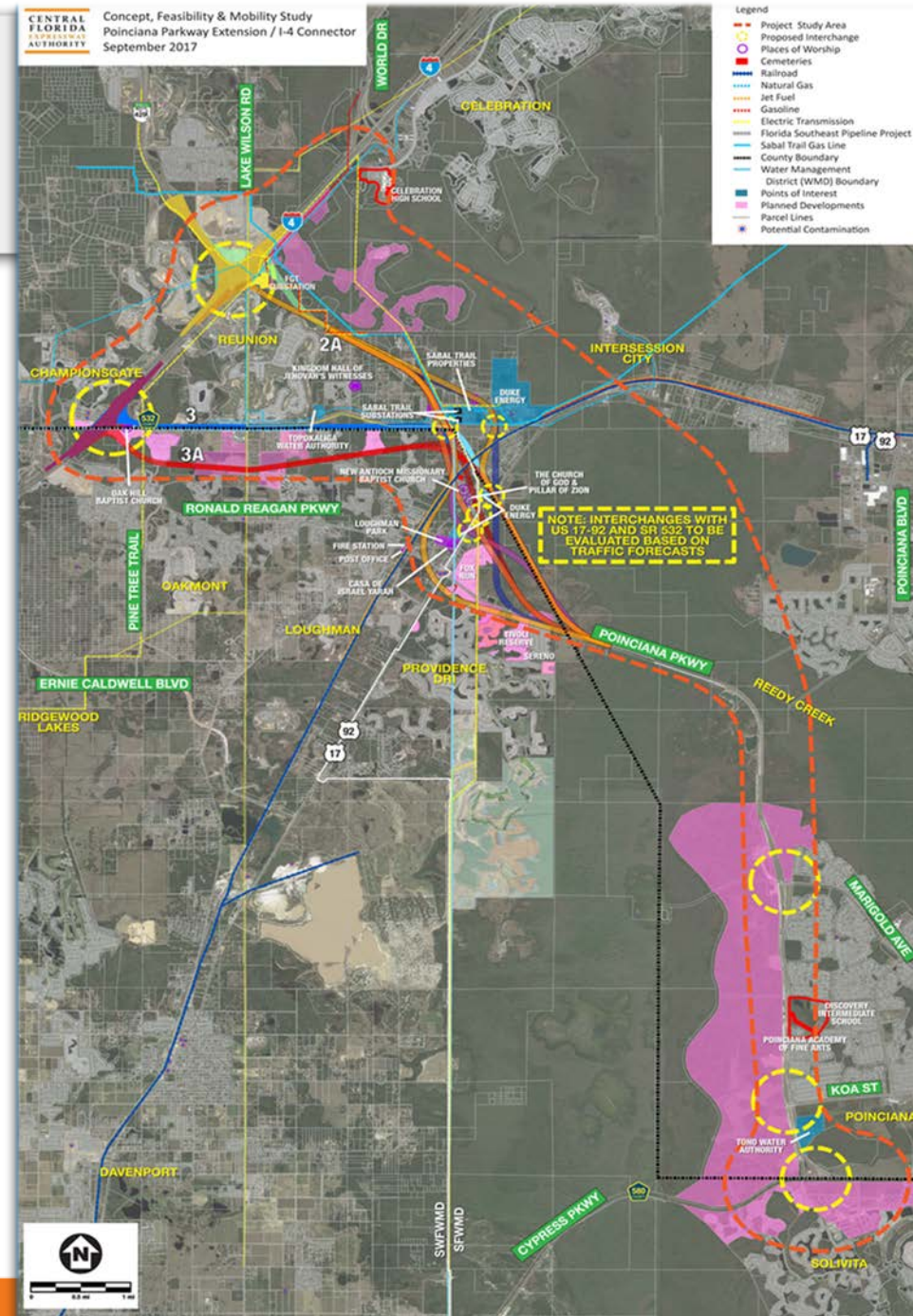
Tuesday, Oct. 5  
Lake Nona High School  
Gymnasium

**More than 400 participants**

# Poinciana Parkway Extension / I-4 Connector

Alternative Corridor  
Alignments

Osceola and Polk Counties

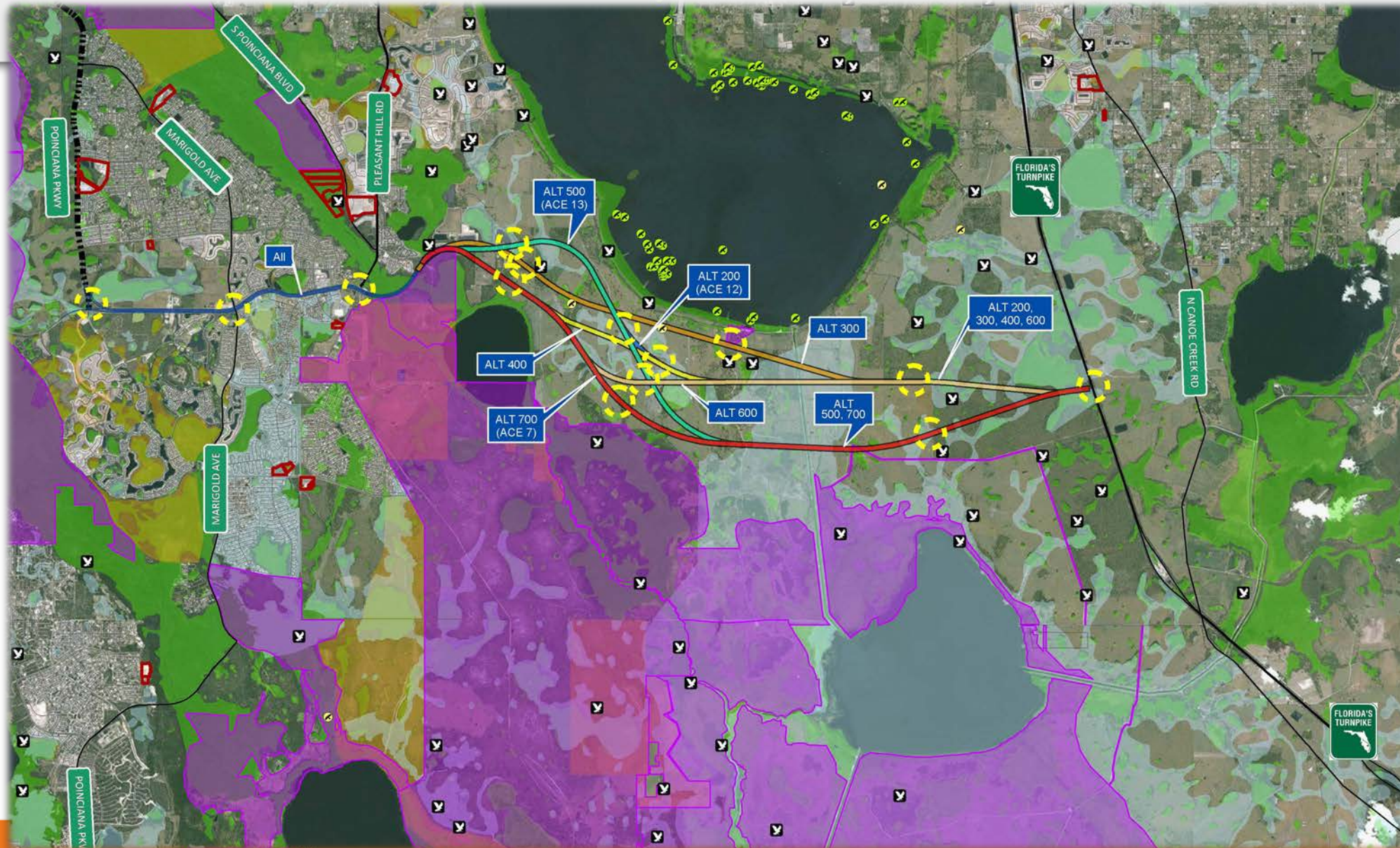




# Southport Connector Expressway

## Alternative Corridor Alignments

Osceola and Polk Counties

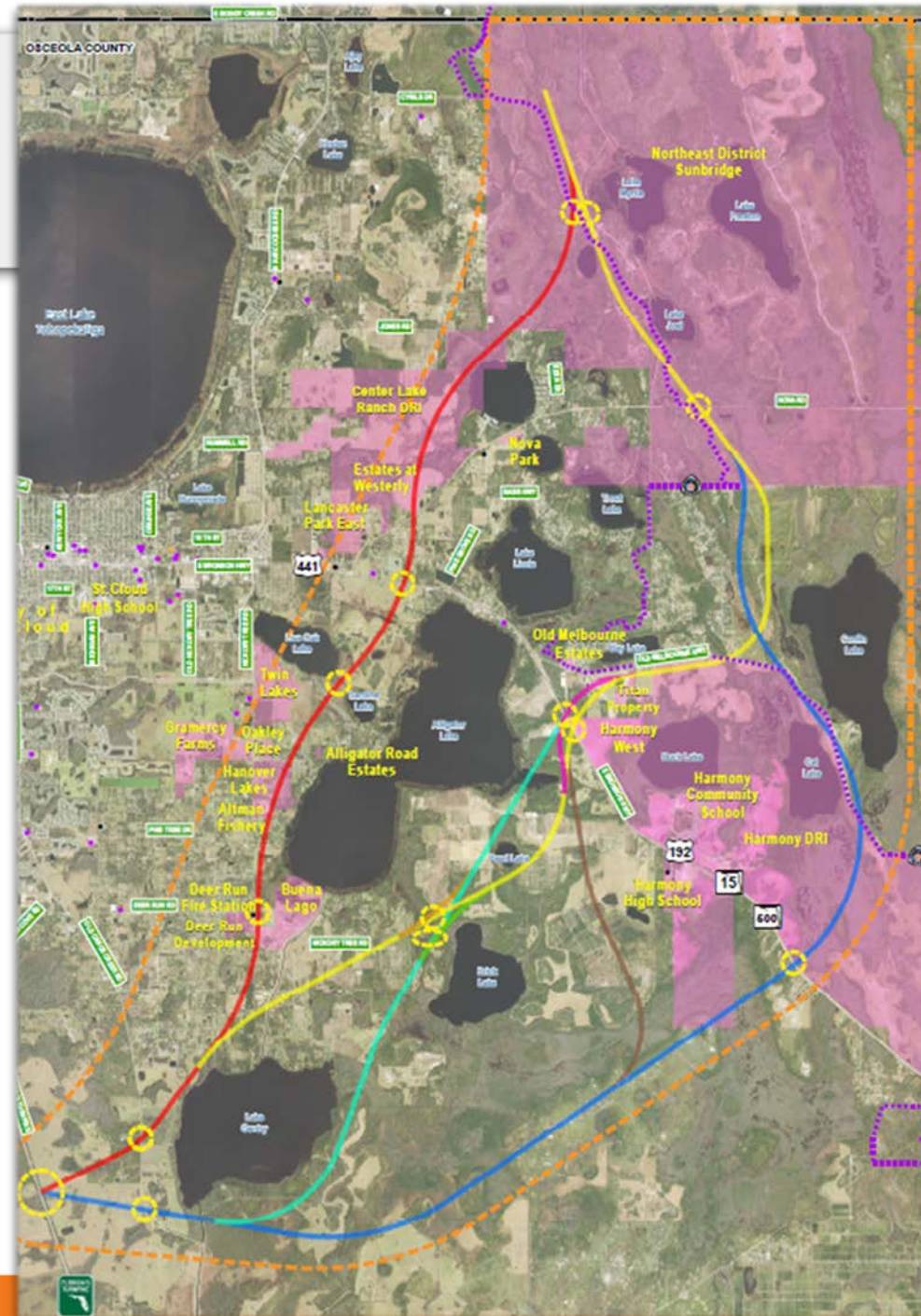




# Northeast Connector Expressway

Alternative Corridor  
Alignments

Osceola County

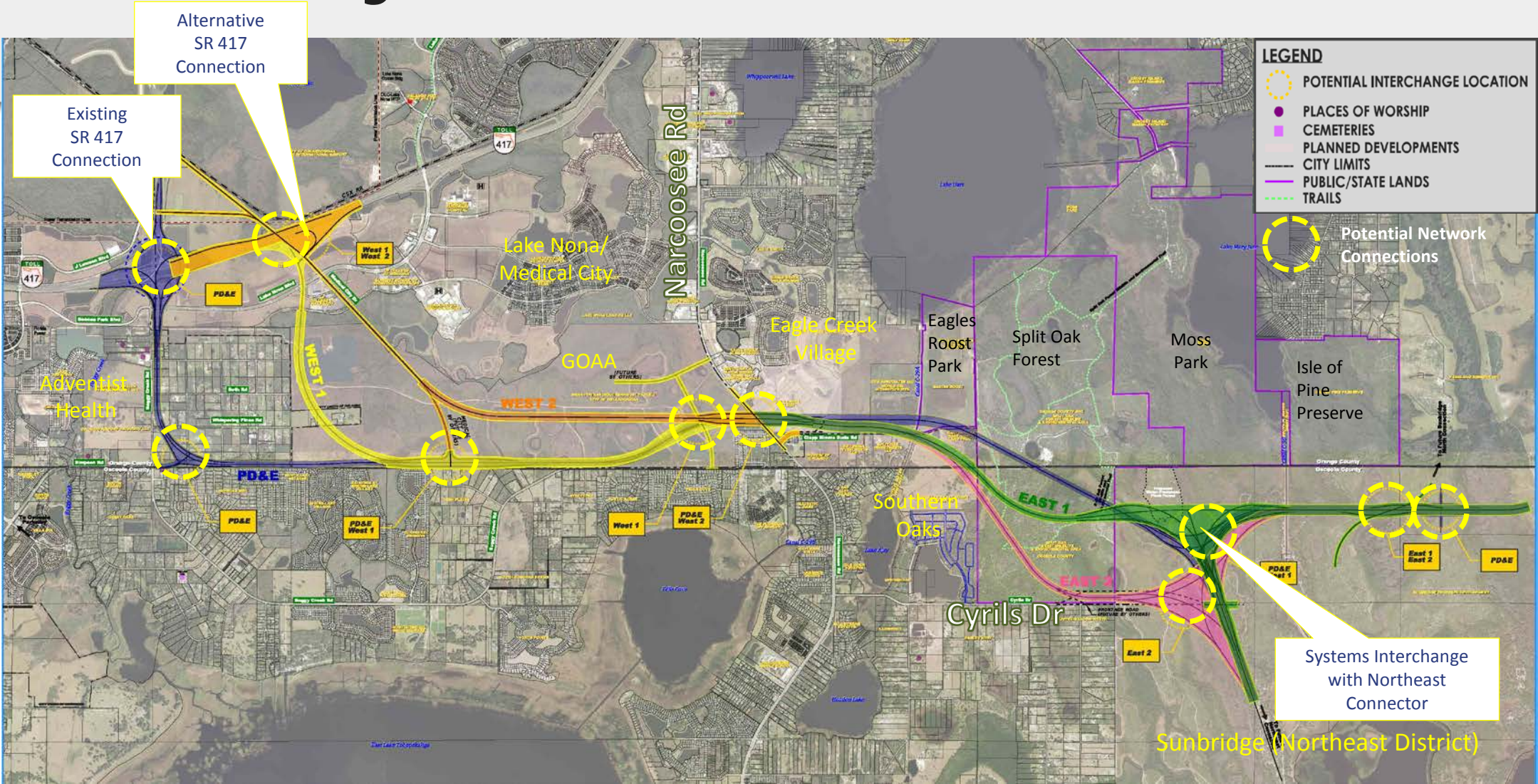




# Osceola Parkway Extension

Alternative  
Corridor  
Alignments

Osceola  
and  
Orange  
Counties



Connects to existing SR 417 interchange at Boggy Creek Rd:

- Dark Blue - PD&E Recommended Alternative

Alternative SR 417 Connection:

- Orange – West 1
- Yellow – West 2

Alternative Northeast Connections:

- Green – East 1
- Pink – East 2



[illegible]

The logo for the Central Florida Expressway Authority is centered in the upper half of the image. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically. "EXPRESSWAY" is in orange, while the other words are in black. The text is flanked by two horizontal orange bars.

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

A large, white, sans-serif "THANK YOU" is overlaid on a dark horizontal band that spans the width of the image. The band is positioned in the lower third of the frame, partially obscuring a black SUV and a grassy embankment.

**THANK YOU**

F. 5.





# CFX's Preparation for Connected/Automated Vehicles

Bryan Homayouni, P.E., Manager of Traffic Operations

— October 12, 2017 —

# Presentation Outline

- Current Connected and Automated Vehicle (CAV) landscape
- Current plan to build a CAV strategy for CFX
- Status of CAV plan and activities at CFX

# Defining Connected and Automated Vehicle (CAV)



- Connected Vehicles
  - V2V – Vehicle to Vehicle
  - V2I – Vehicle to Infrastructure
  - Dedicated Short Range Communications (DSRC) vs. Cellular
- Automated Vehicles





# Where We Are Today



# Current State of Connected Vehicles

## Dedicated Short Range Communication or Cellular?

National Highway  
Transportation  
Safety Admin  
Proposed Rule for  
V2V  
Communications

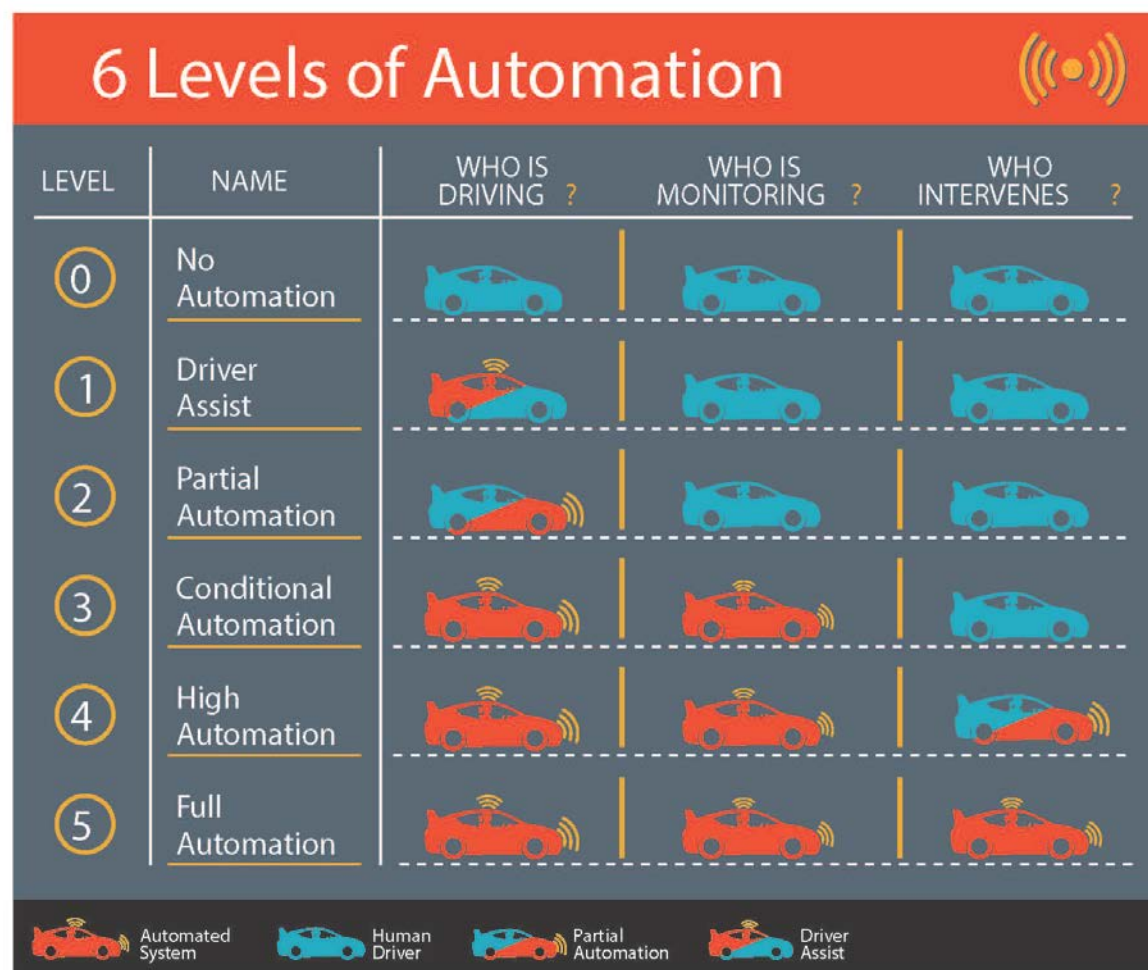


Table VIII-1 Proposed Lead Time and Phase-In Schedule




Time Period	Percentage of Vehicles
1 year after final rule	0%
2 years after final rule	0%
3 years after final rule	50%
4 years after final rule	75%
5 years after final rule	100%

# Current State of Automated Vehicles

- National Highway Traffic Safety Administration Automated Vehicle Policy
  - Draft in early 2016
  - Update issued September 2017
- Legislative Landscape
  - Bills in US House and Senate
  - Florida Legislation



# What the Experts Are Saying

- Level 5 expected to be available by 2021
-  – 5 million by 2030 (2% of fleet)
-  – 25% of fleet by 2030
-  – 95% of vehicle miles traveled by 2030



# CFX Status of Readiness – Roadway System

## Well maintained roadway system

- Lane Striping
- Signing
- Pavement Conditions
- Roadway Design

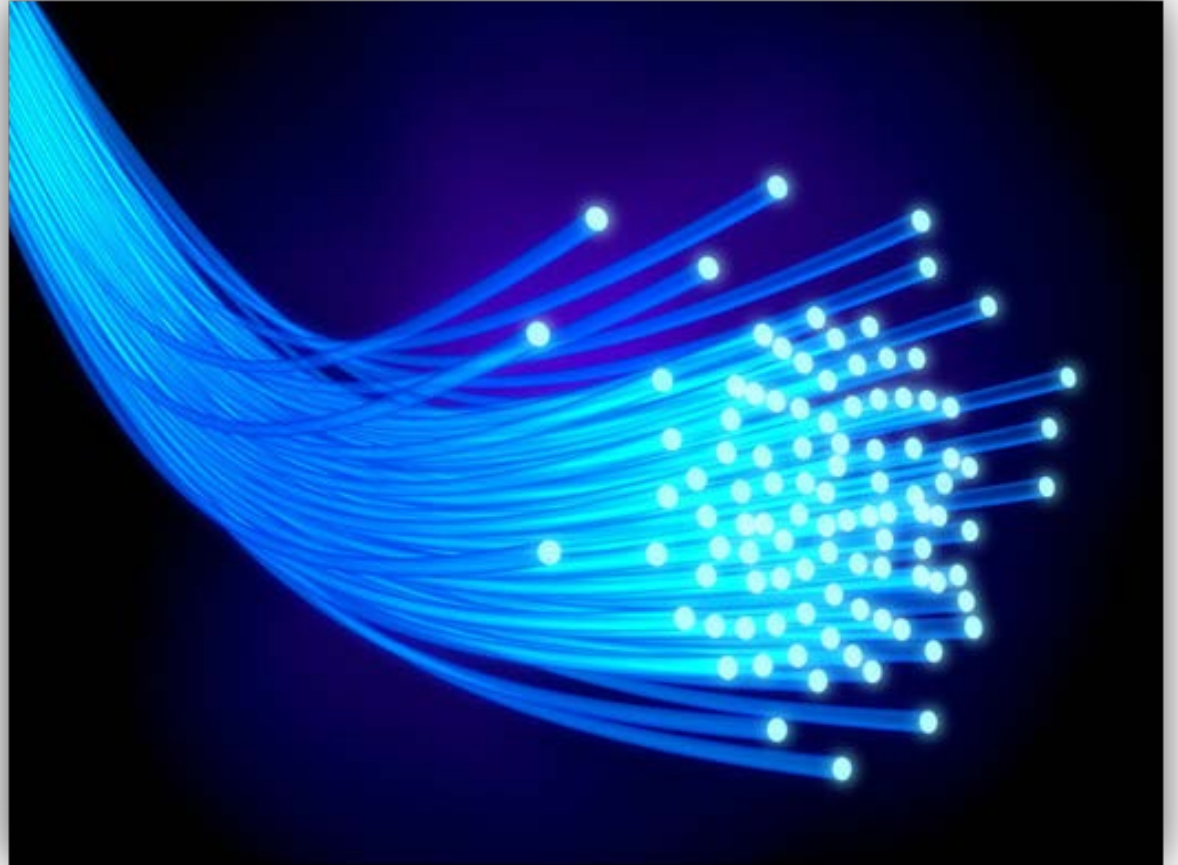




# CFX Status of Readiness – Intelligent Transportation System

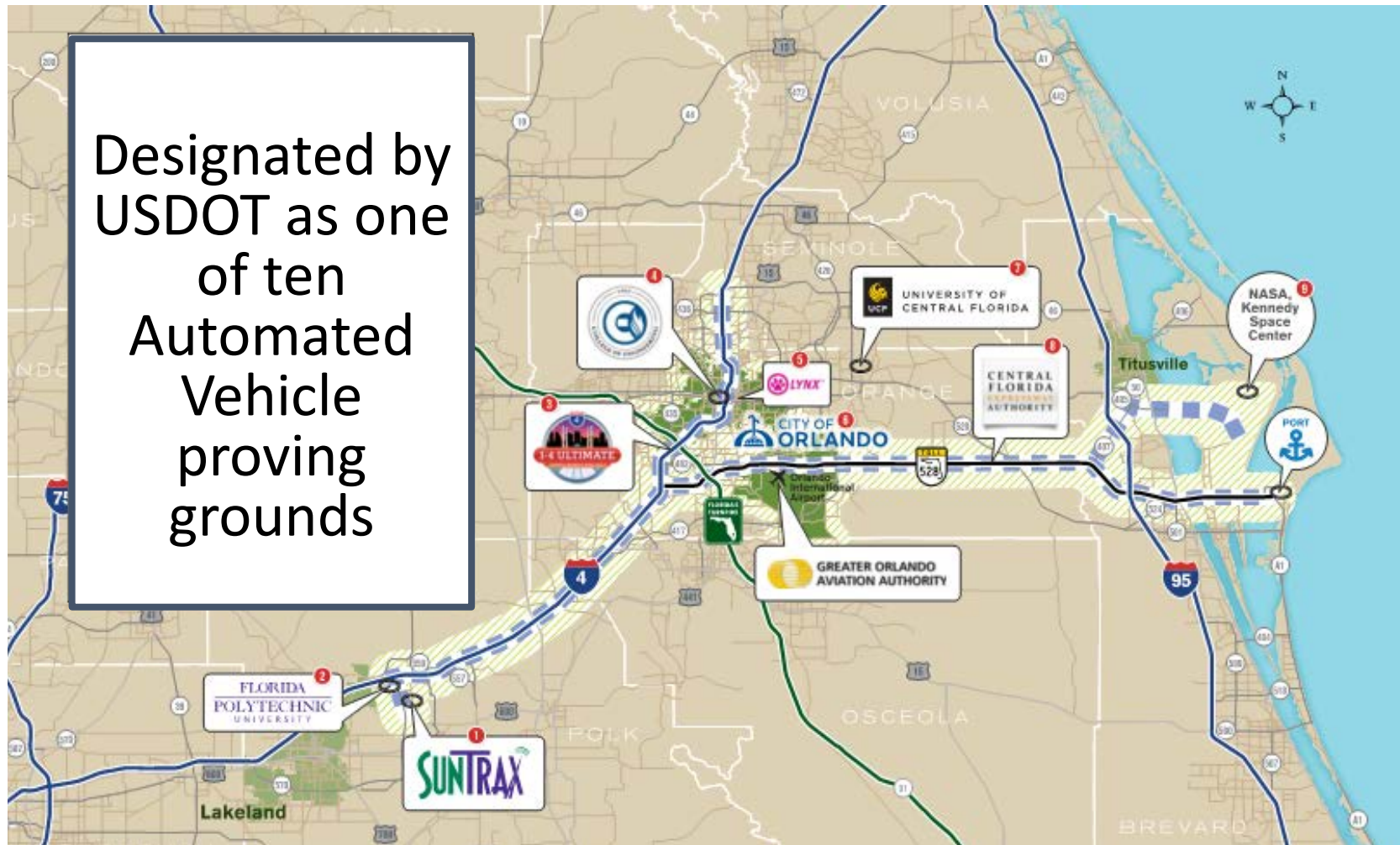
## Robust ITS Infrastructure

- Redundant Communications Backbone
- Reliable Field Equipment Cabinets
- Redundant Data Centers
- Densely Spaced Data Collection Devices
- State of the Art Wrong Way Driving System





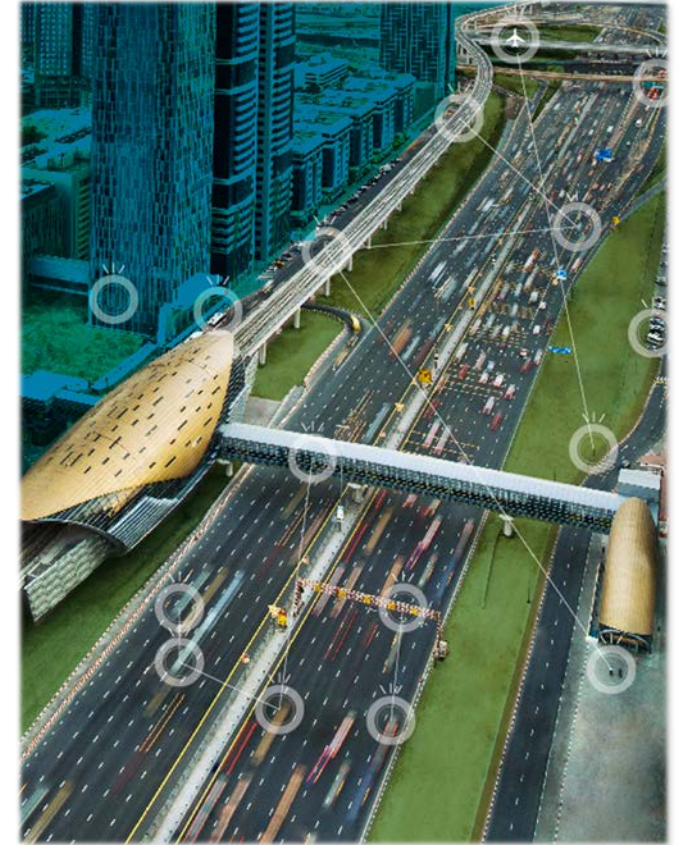
# Central Florida Automated Vehicle Partnership



**Leverage technologies to ensure an efficient, reliable, safe system.**

## **CFX CAV Strategy**

- Connected Vehicle Vision and Plan
- Short-term pilot projects
- Coordination with the Central Florida AV Partnership
- Independent of spectrum/technology

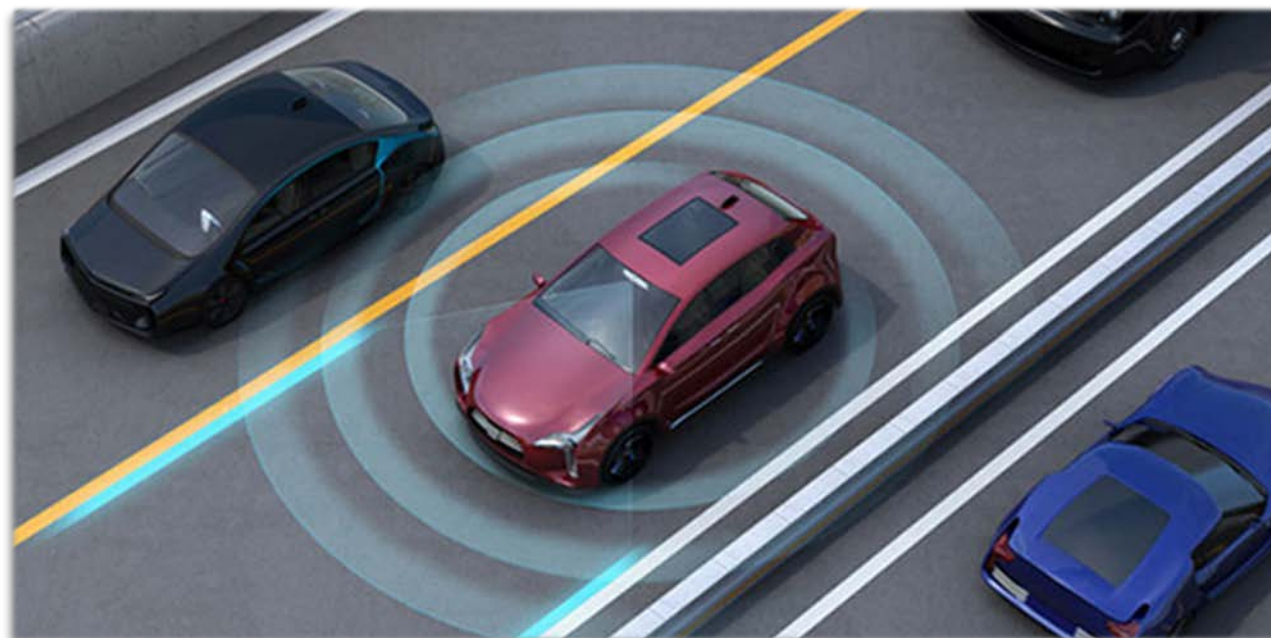


# Current CFX Connected Vehicle Study

- ✓ Needs assessment
- ☐ Identify potential partners
- ☐ Identify candidate technologies and applications
- ☐ Evaluate readiness of CFX

## **After the Study is Complete**

- ☐ Deploy Test Bed Pilot Projects
- ☐ Integrate Connected Vehicle Plan into Long Range Plans





# Thank you!

