

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**BOARD MEETING**  
**September 13, 2018**  
**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 AUGUST 9, 2018 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. **APPOINTMENT OF CITIZEN MEMBER TO FINANCE COMMITTEE** – *Michael Scheeringa, Board Member* (action item)
2. **UPDATE ON SUNPASS CENTRAL MIGRATION** – *Laura Kelley, Executive Director* (info. item)
3. **PRESENTATION ON FLORIDA TRANSPORTATION COMMISSION'S FY 2017 ANNUAL PERFORMANCE REPORT** – *Michelle Maikisch, Chief of Staff/Public Affairs Officer* (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 x5316 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 August 9, 2018

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

### Board Members Present:

Commissioner Fred Hawkins, Jr., Osceola County (Chairman)  
Jay Madara, Gubernatorial Appointment (Vice Chairman)  
Commissioner Brenda Carey, Seminole County (Treasurer)  
Commissioner Jim Barfield, Brevard County  
Mayor Buddy Dyer, City of Orlando  
Andria Herr, Gubernatorial Appointment  
S. Michael Scheeringa, Gubernatorial Appointment  
Commissioner Jennifer Thompson, Orange County

### Board Members Not Present:

Mayor Teresa Jacobs, Orange County  
Commissioner Sean Parks, Lake County

### Non-Voting Advisor Not Present:

Paul Wai, 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 9:00 a.m. by Chairman Hawkins.

## **B. PUBLIC COMMENT**

- Sally Baptiste, Orlando Resident commented on SR 408 Eastern Extension and Northeast Corridor.



**C. APPROVAL OF MINUTES**

**JUNE 29, 2018 BOARD MEETING MINUTES**

**A motion was made by Commissioner Carey and seconded by Commissioner Thompson to approve the June 29, 2018 Board Meeting Minutes as presented. The motion carried unanimously with eight (8) members present voting AYE by voice vote; Mayor Jacobs and Commissioner Parks were not present.**

**D. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval.

**ACCOUNTING FINANCE**

1. Approval of Insurance Policy with Florida Municipal Insurance Trust (FMIT) and ACE/Chubb, Contract No. 000392 (Agreement Value: not-to-exceed \$189,000.00)

**CONSTRUCTION**

2. Approval of Construction Contract Modifications on the following projects:
  - a. Project 599-732A Kenyon & Partners, Inc. (\$ 35,426.00)
  - b. Project 599-632 Traffic Control Products (\$ 201.00)
  - c. Project 417-744 Tecta America Southeast, LLC (\$ 26,256.79)
  - d. Project 408-127 The Lane Construction, Corp. \$ 19,526.98
  - e. Project 408-742B Preferred Materials, Inc. \$ 282,229.60
  - f. Project 528-313 The Lane Construction, Corp. \$ 85,841.54
  - g. Project 253F The Lane Construction, Corp. (\$ 558,625.32)
3. Approval of Contract Award to Elipsis Engineering & Consulting, LLC and Mehta and Associates, Inc. for CFX's Systemwide Construction Engineering and Inspection (CEI) Consultant Services, Contract Nos. 001368 and 001406, (Each Agreement Value: not-to-exceed \$3,500,000.00)
4. Approval of Contract Award to Johnson, Mirmiran & Thompson, Inc. for CFX's Owner's Representative Services, Project 408-312B and 528-915, Contract No. 001399 (Agreement Value: not-to-exceed \$3,000,000.00)

**ENGINEERING**

5. Approval of Tierra, Inc. as a Subconsultant for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc., Contract No. 001145

6. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 429 Widening from Florida's Turnpike to West Road, Project 429-152, Contract No. 001395
7. Approval of Contract Award to Sema Construction, Inc. for Forest Lake Toll Plaza Rigid Pavement Improvement, Project 429-418, Contract No. 001440 (Agreement Value: \$477,000.00)
8. Authorization to Advertise for Construction Bids for SR 429 / CR 437A Interchange Southbound Merge Signage, Project 429-631, Contract No. 001455
9. Authorization to Advertise for Construction Bids for Reflective Pavement Marking Replacements along Portions of SR 408, 417 & 429, Project 599-736, Contract No. 001456

#### LEGAL

10. Approval of Subordination of Easement Agreement with Florida Power Corporation n/k/a Duke Energy Florida, LLC for Parcel 275, Project 429-204
11. Approval of Proposed Negotiated Settlement Agreement with Roger D. Rehfeldt, as Trustee of the Rehfeldt Family, Project 429-206, Parcel 335 (Rehfeldt)

#### MAINTENANCE

12. Approval of Second Contract Renewal with Commercial Companies, Inc. for SR 528, 429, 414 and 451 Landscape Maintenance Services, Contract No. 001050 (Agreement Value: \$1,781,413.33)
13. Authorization to Advertise for Construction Bids for Installation of Landscape for Wekiva Parkway, Project 429-826, Contract No. 001451
14. Authorization to Advertise for Construction Bids for SR 429 / CR 535 North On-Ramp Landscape Improvements, Project 429-654E, Contract No. 001452

#### RECORDS MANAGEMENT

15. Approval of Fifth Contract Renewal with Retrievox Acquisition LLC II, LLC for Offsite Records Storage Services, Contract No. 000877 (Agreement Value: \$20,700.00)

#### TOLL OPERATIONS/TECHNOLOGY

16. Approval of Purchase Order to TransCore, LP for Sticker Transponders (Agreement Value: \$750,000.00)
17. Approval of Purchase Order to Oracle America, Inc. for Software Update Licenses and Support (Agreement Value: \$89,664.50)

18. Approval of Second Contract Renewal with Kapsch TrafficCom Transportation NA for Maintenance of ITS Infrastructure Services, Contract No. 001283 (Agreement Value: \$1,351,779.02)

**A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve the Consent Agenda as presented. The motion carried unanimously with eight (8) members present voting AYE by voice vote; Mayor Jacobs and Commissioner Parks were not present.**

## **E. REPORTS**

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

- The Chairman reminded everyone that summer is coming to an end and schools are welcoming students back this week. This means more traffic, so please use extra care while driving – especially during the morning rush hour. A little patience and courtesy can go a long way to making the morning commute a bit more enjoyable for all.
- Ms. Kelley will provide an update during her Executive Director's Report about the continued efforts by CFX to work with E-PASS customers who have been impacted by the SunPass system upgrade.
- E-ZPass will be accepted as payment of tolled roads operated by CFX starting September 1st. CFX is proud to be the first toll agency in Florida to accept E-ZPass.

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

Commissioner Carey reported total revenues for June were \$38,211,628, which is 6.1% above projections and 7.0% above prior year. CFX's total revenues were \$39.5 million for the month.

Total OM&A expenses were \$11.9 million for the month and \$76.7 million year-to-date, which is 10.5% under budget.

After debt service, the total net revenue available for projects was \$12.9 million for June and \$207.7 million year-to-date. CFX's projected year-end senior lien debt service ratio is 2.37, which is above CFX's budgeted ratio of 2.23.

It should be noted, that all the numbers for June, which is the last month in our fiscal year are subject to year-end accruals and therefore are not final. Also, due to the delays in the processing of SunPass customers on CFX roadways, toll revenue is based on CFX traffic reports, not funds received from SunPass.

### 3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, expanded on the following:

- Update on CFX Dashboard; and
- Status of FDOT's SunPass Centralized Customer Service System and the processing of transactions for E-PASS customers traveling on FDOT and other SunPass roads.

## F. REGULAR AGENDA ITEMS

### 1. RELOAD CUSTOMER SERVICE LANE UPDATE

Corey Quinn, Chief of Technology/Operations provided the Board with an update on Reload Customer Service Lane. Reload Customer Service Lanes is an in-lane, drive-up customer service program which allow customers to reload E-PASS accounts or get a free E-PASS.

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

### 2. INITIATIVE UPDATE: VISITOR TOLL PASS

David Wynne, Director of Toll Operations provided the Board with an update on CFX's Visitor Toll Pass Pilot Project. The Visitor Toll Pass is a new automated toll payment solution for visitors to Central Florida renting a car from the Orlando International Airport.

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

### 3. CFX DRIVE SMART FLORIDA

Michelle Maikisch, Chief of Staff/Public Affairs Officer and Angela Melton, Communications Manager provided the Board with an update on CFX's Drive Smart Florida Safety Campaign. The Drive Smart Florida campaign highlights key prevention behaviors and driver-to-driver tips to build a culture of safety and courtesy on Central Florida's roads.

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

**G. BOARD MEMBER COMMENT**

There was no board member comment.

**H. ADJOURNMENT**

Chairman Hawkins adjourned the meeting at 9:44 a.m.

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Commissioner Fred Hawkins, Jr.  
Chairman  
Central Florida Expressway Authority

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Mimi Lamaute  
Recording Secretary  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2018.

*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

## CONSENT AGENDA September 13, 2018

### **CONSTRUCTION**

1. Approval of Construction Contract Modifications on the following projects:
  - a. Project 429-202 Prince Contracting, LLC \$ 457,384.24
  - b. Project 408-128 The Lane Construction, Corp. \$ 61,600.88
  - c. Project 599-126 SEMA Construction, Inc. \$ 139,414.30
  - d. Project 408-127 The Lane Construction, Corp. \$ 176,060.99
  - e. Project 253G SEMA Construction, Corp. \$ 1,815,440.01
  - f. Project 253F The Lane Construction, Corp. \$ 19,681.12
2. Approval of Third Contract Renewal with Stantec Consulting Services, Inc. for Construction Management Consultant Services, Contract No. 001033 (Agreement Value: \$1,200,000.00)

### **COMMUNICATIONS AND PUBLIC OUTREACH**

3. Approval of Partnership Between CFX and WFTV for Fiscal Year 2019 Safety Campaign (Agreement Value: not-to-exceed \$155,000.00)

### **ENGINEERING**

4. Approval of Contract Award to Horizon Engineering Group, Inc. for Design Consultant Services for the SR 417 Widening from Landstar Boulevard to Boggy Creek Road, Project 417-149, Contract No. 001387 (Agreement Value: not-to-exceed \$5,500,000.00)
5. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 417 Widening from Narcoosee Road to SR 528, Project 417-150, Contract No. 001393
6. Approval of Contract Award to Ion Electric, LLC for SR 408 Guide Sign Replacements, Project 408-628, Contract No. 001400 (Agreement Value: \$4,222,831.88)
7. Approval of Contract Award to Masci General Contractor, Inc. for SR 408 Milling & Resurfacing from I-4 Ultimate Limits to Lake Underhill Bridge, Project 408-746, Contract No. 001420 (Agreement Value: \$4,229,613.73)
8. Authorization to Advertise for Construction Bids for SR 528 Milling & Resurfacing from Innovation Way to Dallas Boulevard, Project 528-749, Contract No. 001469
9. Authorization to Advertise for Construction Bids for SR 528 Milling & Resurfacing from Dallas Boulevard to SR 520, Project 528-750, Contract No. 001470
10. Authorization to Advertise for Construction Bids for SR 429 Kelly Park Road Turn Lane & Plant Street Interchange Ramps Resurfacing, Project 429-753, Contract No. 001471

## **MAINTENANCE**

11. Approval of Contract Award to Groundtek of Central Florida, Inc. for Landscape Maintenance Services for SR 408, SR 417 and CFX's Headquarters Building, Contract No. 001411 (Agreement Value: \$5,219,612.38)
12. Approval of Contract Award to Rockhopper Services, Inc. for Systemwide Aquatic Vegetation Control Services, Contract No. 001412 (Agreement Value: \$200,400.00)

## **TOLL OPERATIONS/TECHNOLOGY**

13. Approval of Second Contract Renewal with Southwest Research Institute for Maintenance and Support of Data Server, Contract No. 001068 (Agreement Value: \$487,581.00)
14. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for Three-Line Dynamic Message Signs Replacement Project, Project 599-545, Contract No. 001419
15. Authorization to Advertise for Construction Bids for the Wekiva Parkway Closed-Circuit Television Camera Deployment, Project 599-547, Contract No. 001463
16. Authorization to Advertise for Construction Bids for the Supplement Data Collection Sensor and Closed-Circuit Television Deployment Project, Project 599-537, Contract No. 001464
17. Authorization to Advertise for Construction Bids for Dynamic Curve Warning System, Project 599-541, Contract No. 001465
18. Authorization to Advertise for Construction Bids for the Network Phase II Project, Project 599-524, Contract No. 001466
19. Authorization to Advertise an Invitation to Bid for Field Ethernet Switch Equipment, Project 599-542, Contract No. 001467
20. Authorization to Advertise an Invitation to Bid for IS5 Terminal Servers, Project 599-550, Contract No. 001468



**CONSENT AGENDA ITEM  
#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

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

DATE: August 24, 2018

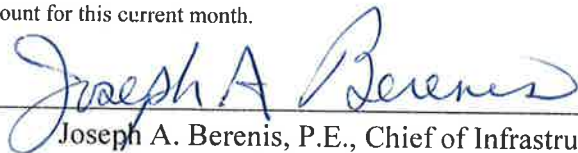
SUBJECT: Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information is attached.

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) September 2018	Total Amount (\$) to Date*	Time Increase or Decrease
429-202	Prince Contracting, LLC	SR 429, US 441 to North of Ponkan Rd.	\$ 56,152,429.00	\$ 89,659.89	\$ 457,384.24	\$ 56,699,473.13	66
408-128	The Lane Construction Corp.	SR 408 Widening, SR 417 to Alafaya Trail	\$ 76,299,999.00	\$ 375,090.53	\$ 61,600.88	\$ 76,736,690.41	0
599-126	SEMA Construction, Inc.	SR 417 SB to SR 528 WB Ramp Realignment	\$ 8,370,000.00	\$ 297,491.86	\$ 139,414.30	\$ 8,806,906.16	0
408-127	The Lane Construction Corp.	SR 408 Widening, Hiwassee Rd. to Good Homes Rd.	\$ 23,569,000.00	\$ 847,654.10	\$ 176,060.99	\$ 24,592,715.09	0
253G	SEMA Construction, Inc.	SR 408/SR 417 Interchange Improvements Phase II	\$ 63,700,000.00	\$ 1,031,000.00	\$ 1,815,440.01	\$ 66,546,440.01	60
253F	The Lane Construction Corp.	SR 408/SR 417 Interchange Improvements Phase I	\$ 36,744,623.00	\$ (361,147.81)	\$ 19,681.12	\$ 36,403,156.31	0
TOTAL					\$ 2,669,581.54		

\* Includes Requested Amount for this current month.

Reviewed By:

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

**Contract 429-202: SR 429, US 441 to North of Ponkan Rd.**  
**Prince Contracting, LLC**  
**SA 429-202-0918-13**

Connector Road Bridge Rebar - Plan Revision 11

This is full and complete settlement of the Connector Road Bridge - Plan Revision 11 Revising Closure Pour Steel. CFX provided Plan Revision 11 that resolved rebar plan discrepancies which were delaying progression of the work associated with Connector Road Bridge Beam Closure pours. CFX previously unilaterally compensated the Contractor costs pertaining to this issue and for 26 days of the extended costs for time granted. On 8/7/18, the parties, in strict compliance with the contract, analyzed the impact to the project and agreed that the Contract terms provided for 58 compensable contract days. Adjusting the number of compensable days from the previously granted 26 to correct number of days of 58, the total compensation associated with this issue is therefore adjusted.

INCREASE THE FOLLOWING ITEM:

NOI 18, Connector Rd. Rebar (Plan Revision 11)	\$	421,784.02
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Low Area Architectural Precast

This is full and complete settlement to Low Area Precast Claim (NOIs 12 & 19). In addition, as part of this settlement, the parties agreed to sharing subcontract costs necessary to repair Closure Wall 1 (CW1) at Connector Road Bridge, associated with the remedy necessary to resolve the variable gap between closure wall and the bridge deck above.

Increase Contract Time <u>66</u> Non-Compensable Calendar Days	\$	-
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Adjustments to Final Work Order Quantity

This is a final adjustment to the contract work order pay item. This increase is to provide funds for CFX's share of the work required to correct Closure Wall #1 at the connector road along with other incidental minor adjustments.

INCREASE THE FOLLOWING ITEM:

Work Order Allowance	\$	35,600.22
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**TOTAL AMOUNT FOR PROJECT 429-202**

	<b><u>\$</u></b>	<b><u>457,384.24</u></b>
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**Contract 408-128: SR 408 Widening, SR 417 to Alafaya Trail**  
**The Lane Construction Corp.**  
**SA 408-128-0918-02**

Additional Ground Mount Signs

This change is due to Plan Revision 2 which added ground mount signs on SR 408 EB, east of Alafaya Trail.

INCREASE THE FOLLOWING ITEMS:

Single Post Sign, F&I, Up to 12 SF	\$	2,144.00
Single Post Sign, F&I, 12-20 SF	\$	8,880.00
Single Post Sign, Remove	\$	44.80
	\$	11,068.80

Change of RPM ITS Commander to Digi Logger

This change is due to performance issues with Commander brand ITS devices. Digi brand devices will be used in lieu of Commander in an effort to establish a more dependable system.

ADD THE FOLLOWING ITEM:

ITS Commander to Digi Logger	\$	(10,993.79)
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Trencher Crew for Root Removal

This change pertains to efforts necessary to protect the existing electrical and telephone services in lieu of relocating these services.

ADD THE FOLLOWING ITEM:

Trencher to Sever Roots to Protect Utility Services	\$	11,363.42
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Drainage Adjustments

This change is due to drainage adjustments made in coordination with the adjacent 253G project in order to avoid a conflict with a Sprint fiber optic cable

INCREASE THE FOLLOWING ITEMS:

Embankment	\$	3,750.00
Inlets, DT BOT, Type B, <10'	\$	3,780.00
Pipe Culvert, RCP, Round, 24" S/CD	\$	10,220.00
	\$	17,750.00

Pipe and Mitered End Section Removal

This change is to remove existing pipe to facilitate connection of newly constructed pipe to the existing system. The work to remove the existing pipe was not shown in the plans.

ADD THE FOLLOWING ITEM:

RFI 139 Existing Pipe and Manhole Removal	\$	14,476.06
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### Illuminated Signs

The existing internally illuminated sign panels at the Rouse ramps will be removed and replaced to comply with CFX sign standards; a new sign will be added at the Alafaya Trail on-ramp.

#### ADD THE FOLLOWING ITEMS:

Signal Cable, Repair/Replace	\$	1,311.30
Sign Panel, F&I OM, Up to 12 SF, Remove/Replace	\$	4,063.36
RK&K RFI 026 Illuminated Signs (CO 038) Additional Costs	\$	<u>5,263.23</u>
	\$	10,637.89

#### INCREASE THE FOLLOWING ITEMS:

Conduit, F&I, Open Trench	\$	22.00
Conduit, F&I, Directional Bore	\$	3,948.50
Pull & Splice Box, F&I, 13"x24" Cover Size	\$	1,068.00
Internally Illuminated Sign, F&I, Up to 12 SF	\$	<u>2,260.00</u>
	\$	7,298.50

Subtotal: RK&K RFI 026 Illuminated Signs (CO 038)	\$	17,936.39
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<b><u>TOTAL AMOUNT FOR PROJECT 408-128</u></b>	<b>\$</b>	<b><u>61,600.88</u></b>
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**Contract 599-126: SR 417 SB to SR 528 WB Ramp Realignment**  
**SEMA Construction, Inc.**  
**SA 599-126-0918-02**

Adjustment to Final Quantities for Completed Contract Items

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

**INCREASE THE FOLLOWING ITEMS:**

Subsoil Excavation	\$	15,665.00
Embankment	\$	46,995.00
Asphalt Concrete Friction Course, FC-5, PG 76-22, Black Granite Mix	\$	20,266.20
Miscellaneous Asphalt Pavement	\$	6,942.60
Shoulder Gutter Concrete	\$	992.00
Fencing, Type B, 5.1-6.0', Standard	\$	2,916.00
Performance Turf, Sod	\$	39,427.50
Pull Box, F&I	\$	2,700.00
Fiber Optic Conduit, 4" HDPE/SDR 11 Outer Duct w/ 2-1" HDPE, Directional Bore	\$	1,300.00
Overhead Static Sign Structure, Remove Span	\$	6,800.00
Lighting Conductors, F&I, Insulated, #4	\$	222.30
	\$	<u>144,226.60</u>

**DECREASE THE FOLLOWING ITEMS:**

MOT for Roadway Repair Contingency	\$	(10,000.00)
Portable Changeable Message Sign, Temporary	\$	(3,597.00)
Optional Base, Base Group 6, B-12.5 Only	\$	(840.00)
Optional Base, Base Group 12, B-12.5 Only	\$	(174.00)
Roadway Report Contingency	\$	(30,000.00)
Superpave Asphalt Concrete, Traffic Level C, PG 76-22	\$	(6,056.60)
Superpave Asphalt Concrete, Traffic Level D, PG 76-22	\$	(2,407.20)
Desilt Pipe, 0-24"	\$	(1,120.50)
Plastic Erosion Mat, Turf Reinforced Mat, Type 1	\$	(21.60)
Conduit, F&I, Open Trench	\$	(2,015.00)
Fiber Optic Conduit, 2-1" HDPE, F&I, Trench	\$	(1,046.50)
Conduit, F&I, Underground, 1-2" HDPE, F&I, Trench	\$	(338.00)
Conduit, F&I, Underground, 1-2" HDPE, F&I, Directional Bore	\$	(2,405.00)
Overhead Static Sign Structure Remove Cantilever	\$	(4,200.00)
Allowance for Disputes Review Board	\$	<u>(47,000.00)</u>
	\$	<u>(111,221.40)</u>

**DELETE THE FOLLOWING ITEMS:**

Inspector Training for Traffic Monitoring Station	\$	(2,300.00)
Inspector Training for Fiber Optic Network	\$	<u>(5,200.00)</u>
	\$	<u>(7,500.00)</u>

Subtotal: Adjustment to Final Quantities for Completed Contract Items \$ 25,505.20

Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of November 2017 - July 2018. Adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. During this period of time \$8,538,852.42 of construction was performed/produced.

ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments: November 2017 to July 2018	\$	65,402.78
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Bituminous Price Index Adjustments

The contract contains provisions for bituminous price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of March 2018 to June 2018. Monthly adjustments were made only if the current month bituminous price is greater than or less than 5% of the bid/base bituminous price.

ADD THE FOLLOWING ITEM:

Bituminous Price Index Adjustments: March 2018 to June 2018	\$	48,506.32
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**TOTAL AMOUNT FOR PROJECT 599-126**

**\$ 139,414.30**

**Contract 408-127: SR 408 Widening, Hiawassee Rd. to Good Homes Rd.**  
**The Lane Construction Corp.**  
**SA 408-127-0918-08**

Adjustments to Final Quantities for Completed Contract Items

Adjusted quantities for completed pay items in the contract. The following will adjust these contract quantities to reflect the actual authorized or field measured quantities installed under the contract.

**INCREASE THE FOLLOWING ITEMS:**

Regular Excavation	\$	1,626.00
Milling Existing Asphalt Pavement 2.75" Depth	\$	27,057.00
Milling Existing Asphalt Pavement 2.75" Average Depth	\$	2,298.30
Concrete Class II, Superstructure	\$	6,800.00
Concrete Class II, Approach Slabs	\$	175.00
Concrete Class IV, Superstructure	\$	300.00
Bridge Deck Grooving, Less Than 8.5"	\$	239.85
Reinforcing Steel, Superstructure	\$	864.50
Reinforcing Steel, Substructure	\$	9,277.50
Reinforcing Steel, Approach Slabs	\$	16.25
Pipe Culvert, RCP, Round, 18", S/CD	\$	384.00
Bridge Drain Pipe	\$	9,000.00
Concrete Barrier Wall, Removal	\$	396.00
Concrete Slope Pavement, Non-Reinforced, 3"	\$	850.00
Detectable Warnings	\$	868.00
Rip Rap, Sand Cement	\$	34,782.00
Allowance for Disputes Review Board	\$	1,000.00
	\$	<u>95,934.40</u>

**DECREASE THE FOLLOWING ITEMS:**

Milling Existing Asphalt Pavement, 1" Depth	\$	(20,280.00)
Milling Existing Asphalt Pavement, 0.75" Depth	\$	(1,843.25)
Concrete Class NS, Gravity Wall	\$	(7,104.00)
Inlets, Adjust	\$	(5,000.00)
Shoulder Gutter Concrete	\$	(3,940.00)
Guardrail, Roadway, Double Face	\$	(150.50)
Guardrail, Rubrail	\$	(80.50)
Rumble Strips, Ground In, 16" Minimum Width	\$	(1,434.00)
Inspector Training for Traffic Monitoring Station	\$	(2,258.00)
Inspector Training for Data Collection Sensors	\$	(2,258.00)
Inspector Training for CCTV and Camera Lowering Device	\$	(12,985.00)
Inspector Training for Dynamic Message Signs	\$	(7,904.00)
Inspector Training for Fiber Optic Network	\$	(6,210.00)
Inspector Training for System Auxiliaries	\$	<u>(5,646.00)</u>
	\$	<u>(77,093.25)</u>

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ 18,841.15



Composite Pay Factor (CPF) Adjustments

The contract contains provisions for CPF adjustments. In accordance with contract specifications, the Engineer has calculated pay item adjustments on asphalt placed with composite pay factors for Lots 1 - 42.

ADD THE FOLLOWING ITEM:

CPF Adjustments: Lots 1 - 42 \$ 62,544.37

Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of November 2016 - June 2018. Adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. During this period of time \$23,989,922.58 of construction was performed/produced.

ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments: November 2016 to June 2018 \$ 39,594.43

Bituminous Price Index Adjustments

The contract contains provisions for bituminous price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of March 2017 to January 2018. Monthly adjustments were made only if the current month bituminous price is greater than or less than 5% of the bid/base bituminous price.

ADD THE FOLLOWING ITEM:

Bituminous Price Index Adjustments: March 2017 to January 2018 \$ 41,454.04

Optional Base Thickness Adjustments

The Contract contains provisions for optional base thickness adjustments. In accordance with contract specifications, the Engineer has calculated adjustments for the pay items 285-701, 285-702 and 285-709. Adjustments are made only if the placed limerock base spread rate is up to 105% of the adjusted plan quantity of optional base pay items.

ADD THE FOLLOWING ITEM:

Optional Base Thickness Adjustments: Pay Items 285-701, 285-702 and 285-709 \$ 13,627.00

**TOTAL AMOUNT FOR PROJECT 408-127**

**\$ 176,060.99**

**Contract 253G: SR 408/SR 417 Interchange Improvements Phase II**  
**SEMA Construction, Inc.**  
**SA 253G-0918-01**

Electroplated Zinc Coating on High Grade Steel in Multirotational Bearings

There is a discrepancy between the plan notes and the standard specifications regarding the type of galvanizing that is required for high grade steel. The plan notes specifically require hot-dipped galvanizing, but the specifications require an electroplated zinc coating. Plan notes take precedence over standard specifications and bid unit price only included hot-dipped galvanizing. The EOR clarified that the plan notes were incorrect and the electroplated zinc coating must be applied. This item will provide compensation for the cost difference to apply the electroplated zinc coating to the high grade steel used in the anchors of the multirotational bearings supporting the bridges for Ramp A, Ramp C and Ramp D1.

ADD THE FOLLOWING ITEM:

Electroplated Anchors for Multirotational Bearings	\$	30,661.54
--	----	-----------

Repair Pipe Runs under SR 408, SR 417 and Ramp B by Cast In Place Pipe Lining

The contract scope of work does not include pipe lining to repair existing drainage pipes. Following video inspection of all the existing drainage pipes within the project limits, 3 existing pipe runs under CFX roadways were determined to require repair (the 4-29x45 ERCP under SR 417 at Station 179+00, the 24" RCP under SR 408 at Station 179+00 and the 19x30 ERCP under Ramp B at Station 708+00).

ADD THE FOLLOWING ITEM:

Cast In Place Pipe Lining Multiple Existing Pipe Runs	\$	373,876.47
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Adjustments to Pile Quantities

Adequate pile capacity was achieved at a depth lower than anticipated, thus increasing the quantity of pile required to adequately construct the deep foundations on this project.

INCREASE THE FOLLOWING ITEMS:

Test Piles, Concrete, 24" Square	\$	216,176.00
Prestressed Concrete Piling, 24" Square	\$	1,194,726.00
Increase Contract Time <u>60</u> Non-Compensable Calendar Days	\$	1,410,902.00

**TOTAL AMOUNT FOR PROJECT 253G**

**\$ 1,815,440.01**

**Contract 253F: SR 408/SR 417 Interchange Improvements Phase I**  
**The Lane Construction Corp.**  
**SA 253F-0918-011**

Adjustments to Final Quantities for Completed Contract Work

Adjusted quantities for completed contract work. The following will adjust these contract quantities to reflect the actual authorized or field measured quantities installed under the contract.

INCREASE THE FOLLOWING ITEM:

Work Order Allowance	\$	19,681.12
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<b><u>TOTAL AMOUNT FOR PROJECT 253F</u></b>	<b>\$</b>	<b><u>19,681.12</u></b>
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**CONSENT AGENDA ITEM  
#2**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 22, 2018

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

---

Board approval is requested for the third renewal of the referenced contract with Stantec Consulting Services, Inc., in the amount of \$1,200,000.00 for a one-year period beginning October 14, 2018 and ending on October 13, 2019. The original contract was for two years with three one-year renewals.

Original Contract	\$3,000,000.00
First Renewal	\$1,500,000.00
Second Renewal	\$1,500,000.00
Third Renewal	<u>\$1,200,000.00</u>
Total	\$7,200,000.00

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

Reviewed by:

  
Ben Dreiling  
Director of Construction



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT No. 3  
CONTRACT NO. 001033**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13<sup>th</sup> day of September, 2018, 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 third renewal of said Original Agreement beginning the 14th day of October, 2018 and ending the 13th day of October, 2019 at the cost of \$1,200,000.00, 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 Second Renewal Agreement ending October 13, 2018, 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 Second Renewal Agreement ending October 13, 2018.

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.

STANTEC CONSULTING SERVICES, INC.

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 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.

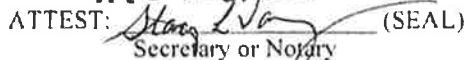
All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

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

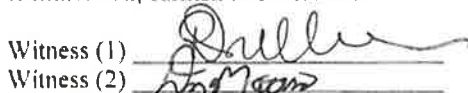
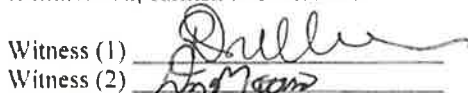
CONSULTANT

BY:   
Authorized Signature

Title: Robert T. Cardallo, PE  
vice President

ATTEST:  (SEAL)  
Secretary or Notary

If Individual, furnish two witness:

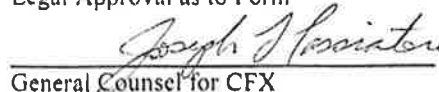
Witness (1)   
Witness (2) 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:   
Director of Procurement



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**

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**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.

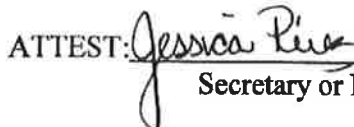
**STANTEC CONSULTING SERVICES, INC.**

BY:   
Authorized Signature

Title: VICE PRESIDENT

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY:   
Director of Procurement

ATTEST:  (Seal)  
Secretary or Notary



Approved as to form and execution, only.

General Counsel for the AUTHORITY



**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**CONSTRUCTION MANAGEMENT CONSULTANT**  
**CONTRACT NO. 001033**

**1.0 PURPOSE**

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

**2.0 OVERVIEW OF SCOPE OF SERVICES**

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

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

- 2.4 All communication and correspondence between the Construction Contractor and the Authority, the GEC, the CMC, or the Engineer of Record shall be through the CEI.

### 3.0 DEFINITIONS

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

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



3.10 **Dispute** - A claim that cannot be resolved by the parties to the Contract without the intervention of an independent third party.

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

3.12 **General Engineering Consultant (GEC)** - The engineering firm under contract to the Authority to provide general engineering services for the Authority.

3.13 **FDOT** - State of Florida Department of Transportation

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

3.15 **Quality Assurance** - The procedures and process for evaluating the performance and effectiveness of Quality Control, with the mutual goal of guarding against defects and deficiencies before and during the execution of the work. It includes submittals, testing, certifications, documentation and other actions to verify that the proposed products and services will meet the Contract requirements.

3.16 **Quality Control** - The procedures for evaluating completed activities and elements scheduled for incorporation into the work for conformance with Contract requirements. Procedures include testing and inspection required by the Contract and or outlined in the Quality Control Plan.

3.17 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, and Special Provisions of the Authority; the FDOT Standard Specifications for Road and Bridge Construction, project specified edition, as may be amended by the Authority.

3.18 **State** - State of Florida

3.19 **Supplemental Agreement** - A written agreement between the Authority and the CMC modifying the Contract.

#### 4.0 CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANTS

4.1 The CMC shall be responsible for independent verification oversight of services provided by the CEI(s) under contract to the Authority to observe and inspect the progress, quality control and quality assurance of the Work being performed by the Construction Contractor.

- 4.2 The CMC shall provide qualified technical and administrative personnel in appropriate numbers to verify that all construction engineering, verification testing and contract administration activities performed by the CEI are in accordance with the guides, standards, procedures and directives that are a part of the Contract and generally accepted best management practices. The CMC shall be totally familiar with Authority and Florida Department of Transportation standard procedures and practices for construction engineering and inspection.

## 5.0 CONSTRUCTION CONTRACT ADMINISTRATION

- 5.1 The CMC shall further the development of the Authority's Construction Contract Administration Procedures Guide for use and implementation by each CEI which addresses: documentation and monitoring of construction activities that assures the Authority the provisions of the Construction Contract(s) are being reasonably fulfilled; continuity of involvement of the Authority's GEC and Engineer of Record in submittal reviews, document interpretations, and construction observations to verify that the requirements of the Construction Contract are being reasonably met; a structure for the Construction Contractor to organize project procedures and ensure a common understanding of the lines of communication among all participants; claims/disputes identification, notification, documentation and resolution. The reporting relationships and responsibilities of the Authority, the GEC, the Engineer of Record, the CEI, the CMC, and the Construction Contractor shall be clearly identified in the Guide.
- 5.2 The procedure shall be further developed and implemented through the use of a Construction Contract Administration Procedures Guide which shall include, as a minimum, the following sections:

Communications between Construction Contractor and Authority, GEC, Engineer of Record, CEI and CMC.

Document control including filing system and appropriate forms.

Meeting templates including preconstruction conferences, progress meetings, pre-installation conferences, and closeout conferences.

Submittals including logs and files, submittal processing, preconstruction submittals, construction submittals, and construction closeout submittals.

CEI procedures and reporting.

Construction document interpretations and modifications.

Owner-furnished materials procedures.

Claims and disputes (with Disputes Resolution Board Process)

Measurement and payment including schedule of values, progress payments and liquidated damages.

Independent assurance/quality assurance/quality control.

Project closeout.

Post-construction activities.

Feedback system.

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

## 6.0 GEOTECHNICAL SERVICES

- 6.1 Geotechnical Engineering and Construction Materials Testing services will be provided by the Authority under separate contract(s). The Authority's geotechnical consultant, under the direction of the CMC, will perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated into the project are in conformity with the plans, specifications and contract provisions. The CMC shall verify that the minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variations are met.

6.2 The CMC shall verify that documentation reports on sampling and testing have been submitted by the CEI to responsible parties during the same week that the construction work is done or as otherwise directed by the CMC.

6.3 The CMC shall verify the CEI is providing appropriate surveillance of the Construction Contractor's Quality Control activities at the project site in regard to concrete and is performing verification sampling at the specified frequency.

## 7.0 COST ESTIMATES AND SCHEDULING

7.1 The CEI will be responsible to review, evaluate, and make recommendations to the Authority on cost estimate information associated with claims, proposal requests, schedule of values, payment requests, change orders, allowance distribution, stored materials, reduction or release of retainage, final payment, payment of Construction Contractor debts and claims. The CMC shall disseminate the information and make final recommendations to the Authority.

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

## 8.0 UTILITY/ENVIRONMENTAL COORDINATION

8.1 The CEI will be responsible to coordinate activities between affected utilities and the Construction Contractors. The CMC shall act as facilitator and expediter between environmental permitting agencies and the Authority, the GEC, the Engineer of Record, and the Construction Contractors.

8.2 The CEI will be responsible to coordinate utility relocation construction including, but not limited to: scheduling and conducting preconstruction meetings; monitoring relocations; inspecting relocation construction work performed by utility contractors when such relocation is covered by reimbursement agreements with the Authority. The CMC shall provide oversight and recommendations to the CEI.

- 8.3 The CMC shall provide support to the CEI for the investigation, handling and disposal of hazardous materials.

## 9.0 CLAIMS/DISPUTES EVALUATION AND RESOLUTION

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

## 10.0 INDEPENDENT ASSURANCE OF QUALITY CONTROL REQUIREMENTS

- 10.1 The quality of workmanship required for each construction project is established in the construction contract documents. Construction specifications define the qualitative requirements for products, materials and workmanship upon which the construction contract is based. Tolerances are specified for certain construction items. In the absence of a specified tolerance, industry standards should be used.
- 10.2 The CEI will be responsible to develop, prepare and implement a process to review, evaluate and enforce the qualitative requirements of the construction specifications. The intent and goal of the process will be to assure that defects are avoided from the beginning of the work.
- 10.3 The CMC shall provide independent assurance to the Authority that the CEI's process to review and evaluate qualitative requirements established by the construction specifications is being applied consistent with good engineering practices and that enforcement measures, if required, are sufficient to assure compliance by the Construction Contractor.

## 11.0 SURVEY

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

## 12.0 PLANS REVIEWS

- 12.1 At the 100% and bid design phases of roadway and bridge construction projects, the CMC shall perform constructability review of plans and provide suggestions/recommendations regarding the need/desirability for

owner-furnished materials, pay item descriptions and limits, specification refinements, maintenance of traffic options, etc.

- 12.2 During construction, the CEI will be responsible to review construction phasing, maintenance of traffic, detour sequencing, equipment clearances, appropriate dimensions and tolerances. The CMC shall evaluate the CEI's review comments and make suggested changes/revisions if appropriate.

### 13.0 CMC'S OFFICE AND EQUIPMENT

- 13.1 The CMC shall establish a central office for core staff and administration personnel within the Authority's Headquarters building. The Authority will provide office space to the CMC including desks, chairs, tables, bookcases, file cabinets, calculators, personal computers with software and printers, telephones, copy machines, fax machine and electronic equipment. The CMC shall execute a Zero Dollar Lease with the Authority covering the office space to be provided.
- 13.2 Individual field offices for the CEI's resident engineers and staff will be established by the CEI based on the Construction Contract Administration Procedure Guide.
- 13.3 Expenses for operation of the CMC's office such as stamps, postal costs, permits, inspections, survey books, etc., will be the responsibility of the CMC.
- 13.4 The CMC shall furnish equipment including vehicles, tools, cell phones, etc., to carry out its responsibilities as required by this Scope of Services.
- 13.5 All equipment and supplies mentioned herein and other articles of the Contract furnished by the CMC shall remain the property of the CMC.
- 13.6 The CMC shall retain responsibility for risk of loss or damage to its office content, furnishings and equipment during performance of the Contract.

### 14.0 OTHER SERVICES

- 14.1 The CMC shall, upon written authorization by the Authority, perform any additional services not otherwise identified in the Contract as may be required by the Authority in connection with the project. The following items are not included as part of the Contract, but may be required to supplement the CMC's services under the Contract.



- 14.1.1 The CMC shall, upon review, approval and written authorization by the Authority, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- 14.1.2 The CMC shall, upon written request by the Authority, assist in preparing for Dispute Resolution Board meetings, arbitration hearings or litigation that occur during the term of the Contract in connection with the projects covered by the Contract.
- 14.1.3 The CMC shall, upon written request by the Authority, provide qualified engineers, architects, technicians and other personnel, as required, to serve as witnesses, provide exhibits and otherwise assist the Authority in any litigation or arbitration hearings in connection with the project contracts.
- 14.1.4 The CMC shall, upon written request by the Authority, provide off-site inspection services.

## 15.0 POST CONSTRUCTION CLAIMS REVIEW

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

## 16.0 TERM OF CONTRACT

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction and Maintenance. The Contract term will be two (2) years from the date established in the notice with options to extend the Contract for two 1 year periods. Exercise of the options may be made at the discretion and election of the Authority by the Authority providing written notice of its exercise to the CMC at least 90 days prior to the expiration of the initial two year Contract Term and the first option period if applicable. If the CMC can reasonably demonstrate that its costs of Contract performance have materially increased such that the Authority's unilateral exercise of the option would be inequitable, the CMC may refuse the Authority's exercise of the option. Such refusal must be communicated to the Authority in writing within 30 days from the date the CMC receives the Authority's notice of intent to exercise the option. The CMC shall provide to the Authority within that same 30 day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the CMC may propose revisions to the terms and conditions of

the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the CMC are agreed to by the Authority, such revisions will be incorporated in a Supplemental Agreement to the Contract. If the Authority does not agree to the CMC's proposed revisions, the Authority will not exercise the option to extend the Contract.

#### END OF SCOPE OF SERVICES




**CONSENT AGENDA ITEM  
#3**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 31, 2018

SUBJECT: Partnership Between CFX and WFTV for Fiscal Year 2019 Safety Campaign

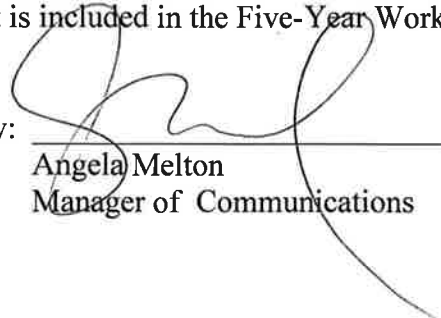
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Board approval is requested to enter into a partnership with WFTV, the local ABC affiliate which is operated by Cox Media Group, to promote the Drive Smart Safety Campaign for FY19 in a not-to-exceed amount of \$155,000.00.

CFX will work in partnership with WFTV to develop and produce video and digital media assets that will be distributed through the WFTV media platforms; online, on-air and on radio. CFX will be able to repurpose and distribute video and media assets developed during this partnership.

The Drive Smart Safety Campaign's objective is to reinforce safe driving habits. The rules of merging, maintaining a safe trailing distance, navigating work zones and steps to take after a car accident will be promoted.

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

Reviewed by:   
Angela Melton  
Manager of Communications

## Partnership Investment

Production of Show – one time investment of \$20,000

Production team will need a minimum of four (4) weeks per segment after the shoot date. I.e. First shoot date 8/27 initial segment for review 9/21. Suggested 3 Second Rule start date October 1<sup>st</sup>

Flight 1 October/November = \$65,780

Flight 2 February/March = \$65,780

Total Media Investment = \$131,560

Total Production Investment = \$20,000


Total Safety Campaign Investment - \$151,560

**CONSENT AGENDA ITEM  
#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 28, 2018

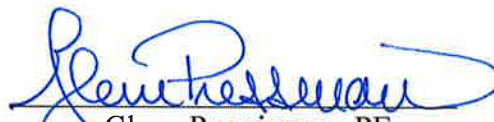

SUBJECT: Approval of Contract Award to Horizon Engineering Group, Inc.  
for Design Consultant Services for the SR 417 Widening from  
Landstar Boulevard to Boggy Creek Road  
Project 417-149, Contract No. 001387

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The Board approved, on June 29, 2018, final rankings and authorized commencement of fee negotiations for design consultant services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road. Negotiations with Horizon Engineering Group, Inc. have been completed. Board award of the contract to Horizon Engineering Group, Inc. is requested in the not to exceed amount of \$5,500,000.00.

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

Reviewed by:

  
Glenn Pressimone, PE  
Director of Engineering  


# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
HORIZON ENGINEERING GROUP, INC.**

**SR 417 WIDENING FROM LANDSTAR BOULEVARD  
TO BOGGY CREEK ROAD**

**CONTRACT NO. 001387, PROJECT 417-149**

**CONTRACT DATE: SEPTEMBER 13, 2018  
CONTRACT AMOUNT: \$5,500,000.00**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

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C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Project Location Map	
F	Exhibit “F”, Schedule	

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

**FOR**

**SR 417 WIDENING FROM LANDSTAR BOULEVARD  
TO BOGGY CREEK ROAD  
PROJECT 417-149**

**ENGINEERING DESIGN SERVICES**

**CONTRACT NO. 001387**

**SEPTEMBER 2018**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**



(Standard Form of Agreement for Design Professional Services)

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

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of September, 2018, 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 HORIZON ENGINEERING GROUP, INC., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 2603 Maitland Center Parkway, Ste B., Maitland, FL. 32751.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from Landstar Boulevard to Boggy Creek Road identified as Project No. 417-149 and Contract No. 001387.

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

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

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

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

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

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

### 3.0. TERM OF AGREEMENT AND RENEWALS

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

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

### 4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

## 5.0. PROFESSIONAL STAFF

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

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

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

(Class I)

Bentley Architects and Engineers, Inc.  
DRMP, Inc.  
Greenman-Pedersen, Inc.  
Maser Consulting P.A.  
Sims Wilkerson Cartier Engineering, Inc.  
Traffic Engineering Data Solutions, Inc.  
WBQ Design & Engineering, Inc.

(Class II)

Maser Consulting P.A.  
WBQ Design & Engineering, Inc.  
Tierra, 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. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$5,500,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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



Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

#### 7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 2603 Maitland Center Parkway, Ste B., Maitland, FL. 32751.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

#### 8.0. COMPLIANCE WITH LAWS

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

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

#### 9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

#### 10.0. TERMINATION

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for



work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

#### 11.0. ADJUSTMENTS

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

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

#### 12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

### 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

#### 14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

#### 15.0. INSURANCE

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

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

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

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that

coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, 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.

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

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

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

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

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

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



of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

#### 16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

#### 17.0. 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, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will 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. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. The CONSULTANT agrees to incorporate the 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.

#### 18.0. DOCUMENTED ALIENS

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

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 19.0. E-VERIFY CLAUSE

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

#### 20.0. 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.

## 21.0. 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.

## 22.0. 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.”

## 23.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**



**Exhibit A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**SCOPE OF SERVICES**

**FOR**

**S.R. 417 WIDENING FROM LANDSTAR  
BOULEVARD TO BOGGY CREEK ROAD**

**PROJECT NO. 417-149**

**IN ORANGE COUNTY, FLORIDA**

**August 27, 2018**

Exhibit A  
SCOPE OF SERVICES  
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## **1.0 GENERAL**

### **1.01 Location**

- A. See EXHIBIT “E”, Project Location Map.

### **1.02 Description**

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 widening from Landstar Boulevard to Boggy Creek Road. Specifically, the project consists of widening to the outside for an additional general use lane and widening to the median to accommodate appropriate inside shoulder width when not accomplished with only outside widening. All mainline bridges within the project limits, Rhode Island Woods Blvd, Wyndham Lakes Blvd, Boggy Creek, and Boggy Creek Road will also be widened to accommodate the appropriate shoulder widths and additional general use lane. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

### **1.03 Purpose**

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 outside widening from Landstar Boulevard to Boggy Creek Road.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification).
- C. CFX’s Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

### **1.04 Organization**

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

and the Consultant.

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

## **2.0 STANDARDS**

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
  2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
  3. The FDOT Design Manual, latest edition, shall be used for this project.
  4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
  5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
  6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

### 3.0 DESIGN CRITERIA

#### 3.01 General

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

- A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2045
- C. Design vehicle – WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

#### 3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers			
Transitions	70:1	50:1	
	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector



DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Vertical Curvature (K) (K=Len./%grade change) Crest	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	Rural  31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft. Right Left	4-Lane 12 (10 paved) 8 (4 paved)	Single Lane 6 (4 paved) 6 (2 paved)	8 (4* paved) 2 (2 paved)  * min. 5' paved
Right Left	6-Lane 12 (10 paved) 12 (10 paved)	Dual Lane 10* (8* paved) 8 (4 paved) (* add 2' for interstate)	
Bridges, ft. Right Left	4-Lane 10 6	Single-Lane 6 6	
Right Left	6(or more)-Lanes 12 12	Dual Lane 10 6	
Cross Slopes Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes Left Shoulder Right Shoulder	2% typ. (no break) Match Mainline Match Mainline	5% 6%	5% 6%

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

### Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° – divergence)

### Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

### 3.03 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, etc., except as otherwise directed by CFX.

#### **4.0 WORK PERFORMED BY CONSULTANT**

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

##### **4.01 Design Features**

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
- B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 widening from Landstar Boulevard (Just east of the bridge - Station 809+00) to Boggy Creek Road (east of the bridge - Station 1005+00). Specifically, the project consists of widening to the outside for an additional general use lane and widening to the median to accommodate appropriate inside shoulder width when not accomplished with only outside widening. All mainline bridges within the project limits, Rhode Island Woods Blvd, Wyndham Lakes Blvd, Boggy Creek, and Boggy Creek Road will also be widened to accommodate the appropriate shoulder widths and additional general use lane. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

##### **4.02 Governmental Agencies**

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

##### **4.03 Preliminary Design Report - Review**

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

#### 4.04 Surveys and Mapping

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

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

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

- B. Alignment

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

- C. Reference Points

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control established in 27.1 and 27.2 and alignment/RW from 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and Sidestreets)

- D. Bench Levels

1. Bench marks are included on control points

- E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'.

3. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.
4. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

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

G. Underground Utilities

1. Quality Level B Designating
  - a. SR 417 Mainline - 4.0 miles x 1 utilities = 4.0 miles of DES
    - CFX will designate the FON on both sides of SR417 throughout project limits
    - It is understood street lighting will be replaced throughout project and has been excluded from the designating efforts
    - Designating efforts include all other utilities except the CFX FON and street lighting
  - b. Boggy Creek - .28 mile x 3 utilities = .85 miles of DES
  - c. Boggy Creek Rd - .24 mile x 10 utilities = 2.45 miles of DES
  - d. Wyndham Lakes - .12 mile x 4 utilities = .48 mile of DES
  - e. Rhode Island Woods - .1 mile x 4 utilities = .4 mile of DES
2. Locates for verification of QLB and non-tonables
  - a. - Cross Streets/Interchange - 1 cross section per cross street (18 utilities) = 18 THs
  - b. - Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 25
3. Quality Level A Locating
  - a. SR 417 Mainline: 9-Overhead Truss Signs (45THs), 16-Overhead Cantilever Signs (80THs), 11 - Multi-post Signs (44THs), 2 - Box Culvert Ext. (4THs), 10 - CCTV Poles (10THs), Drainage Structures (4THs)
  - b. Boggy Creek Rd: 6-Mast Arms (30THs)
  - c. Sound Wall, MSE Wall, Miscellaneous locating (50THs)
4. Survey
  - a. Stake all proposed sign, signal, and structure locations prior to QLA locating
  - b. Map all utility designates and locates (including FON marked by CFX)

H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for

engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

4.05 Geotechnical Investigation

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

B. Investigations shall be performed with minimal disruption of the normal

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

- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

#### 4.06 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project

in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.

- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

#### 4.07 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

#### 4.08 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

#### 4.09 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.



#### 4.10 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
  2. Provide additional information requested at the pre-application by regulatory agencies for permits.
  3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
  4. Provide all plans, calculations, sketches and reports required for permits except as described above.
  5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
  6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
  7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
  8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
  9. Provide all permit application material in .pdf format.
  10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
  11. Determine extent of floodplain impacts, if any, and provide

compensatory flood stages as required.

#### 4.11 Utilities

##### A. Location

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

##### B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold two utility conferences at each contact.

#### 4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 417 mainline, Boggy Creek Toll Plaza, Boggy Creek Road, and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
  1. Cover sheet (key sheet)
  2. Summary of Pay Items
  3. General notes
  4. Summary Quantities sheets
  5. Project Layout
  6. Typical roadway sections
  7. Typical roadway details
  8. Plans and profiles (plans at 1"=50' scale)

9. Interchange layout plans
10. Ramp Terminal Details
11. Crossroad plans and profiles (1"= 50' scale)
12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
  - a. Earthwork quantities
13. Traffic Control Sheets including Temporary Drainage
14. Utility Adjustment Sheets - as deemed necessary
15. Details
16. Special provisions
17. Special specifications

#### 4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
  1. Complete Bridge Widening designs will be provided for widening of the following bridges:
    - a. Rhode Island Road SB – inside & outside widening
    - b. Rhode Island Road NB – inside & outside widening
    - c. Wyndham Lakes Blvd. SB – inside & outside widening
    - d. Wyndham Lakes Blvd. NB – inside & outside widening
    - e. Boggy Creek SB – outside widening
    - f. Boggy Creek NB – inside widening & outside widening
    - g. Boggy Creek Road SB – outside widening
    - h. Boggy Creek Road NB – inside & outside widening

2. Retaining walls (may vary based on final design limits)  
 Permanent MSE walls:  
     Tiered walls at Rhode Island Woods each quadrant  
     = 8 walls, approx. 3,900 LF total  
     Tiered walls at Wyndham Lakes each quadrant  
     = 8 walls, approx. 4,500 LF total  
     Tiered walls west of Boggy Creek on N and S side of SR 417  
     = 4 walls, approx. 1,800 LF total  
     Walls E and W of Boggy Crk Road on N side of SR 417  
     = 2 walls, approx. 100 LF total  
     10,300 LF estimated approx. total MSE wall  
 Temporary critical walls: TBD  
     Preliminary estimate includes each outside widening to support  
     existing embankment/traffic while excavating to install front  
     MSE wall straps. Four walls per bridge site = 16 walls total.  
     Typical wall length approx. 40 ft anchored, 20 ft cantilevered,  
     60 ft total  
 Cast in place concrete cantilever walls:  
     Toe wall at west bank of Boggy Creek to maintain existing  
     vehicle access under west end of bridge
3. Box Culverts – Extension of both ends of one box culvert located  
 approx. 1,500 ft west of the toll plaza.
4. Slope protection as required for the spill through abutments at the  
 crossing of Boggy Creek.
5. Approach slabs for bridge widenings
6. Summary quantity tables
7. Special provisions and specifications are not anticipated to be  
 required for the structures work, however, if required will be  
 included.
8. Stage construction-sequencing details will consist of bridge cross  
 sections showing demolition and construction phases with  
 corresponding traffic positions and will be coordinated with the  
 maintenance of traffic plans.
9. Sign\Signal structures: To replace existing structures impacted by  
 the widening and provide additional anticipated sign structures.  
     10 Overhead Cantilever Sign Structures  
     14 Overhead Span Sign Structures (Including 4 structures with  
     walk-in or single line DMS)  
     6 Mast Arm Signal Structures

10. Structural design of sound walls. CFX to provide limits and locations.
11. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review and approval.

#### 4.14 Drainage Design

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

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C. Due to the “impaired” designation of downstream portions of Boggy Creek, a pollutant loading analysis will be performed for the project.
2. Finalize the pond design at the 30% submittal. Due to the increase of impervious area width from 116’ to 120’, treatment and attenuation calculations will be prepared for seven (7) existing Ponds (3 interconnected ponds at Boggy Creek interchange treated as 1) and 1 new dry treatment facility to increase pollutant removal efficiency.
3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
4. Notify CFX’s Project Manager immediately if any deviation from approved design criteria is anticipated.
5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
7. Prepare one (1) Bridge Hydraulics Reports that includes Boggy Creek. The BHR will be reviewed and approved by CFX, Orange County, and FEMA. No CLOMR is anticipated.
8. Floodplain impacts and compensation design are not anticipated with this project effort, however, if needed will be included to obtain required permits.
9. Perform cross drain analysis for eight crossings due to extensions.

One crossing will be a CBC's and the remainder are pipes.

10. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include:
    - A. Erosion at outfalls and along pond side banks
    - B. Evaluate widening of Boggy Creek bridge to eliminate the bridge drainage system.
  11. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
  2. Drainage structure details
  3. Storm drain and culvert profiles and/or drainage cross-sections
  4. Lateral ditches/channels
  5. Outfall ditches/channels
  6. Retention/detention ponds/exfiltration system

#### 4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
  1. Cover sheet (key sheet)
  2. Tabulation of Quantities
  3. General notes
  4. Pole data and Legend sheet

5. Project Layout sheet
6. Plans sheets (plans at 1"=50' scale)
7. Service point detail
8. Special Details

#### 4.16 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet piling in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

#### 4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).



- D. For the purposes of this proposal, eight (8) existing overhead trusses and nine (9) existing overhead cantilevers and eight (8) existing multi-post signs along the project will be affected by the improvements. Two existing bridge mounted signs will be moved to trusses.

#### 4.18 Signalization Plans

- A. For the SR 417 ramp terminals at Boggy Creek Road, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

#### 4.19.1 Right-of-Way Surveys

- A. No additional right-of-way is anticipated for this project.

#### 4.20 Cost Estimates

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

#### 4.21 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

#### 4.22 Fiber Optic Network (FON)

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

2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON
  - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - e. Manhole/Pull box locations and stub-out details (standard details provided)
  - f. Device layout
  - g. Device installation details
  - h. Conduit installation details (standard details provided)
  - i. Fiber optic cable route marker detail (standard details provided)
  - j. Fiber count per conduit
  - k. Communications interconnect
  - l. Connectivity with the FON backbone conduits
  - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
  - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
  - o. Controller cabinet, structure, and foundation details for proposed CFX device sites.
  - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
  - q. Grounding
  - r. Table of quantities
  - s. Special notes
  - t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
  - u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
  - v. Replacement of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 417 bridges over intersecting arterials and installation of fiber optic manholes in the paved shoulder.

- w. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
  - x. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
  - y. Replacement of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
  - z. Replacement of existing one-line and three-line dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) with new color DMS message boards.
  - aa. Conversion of all existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
  - bb. Conduits and pull boxes to facilitate future installation of hard shoulder running ITS devices, based on conceptual device layouts provided by CFX, or their representative, to the Consultant.
3. The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through all phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
  - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
  - j. Location of proposed sound walls

**B. Splice and Cable Routing Details**

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

**C. Maintenance Of Fiber Operations**

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

**D. Inside Plant Plans**

1. The Consultant shall be responsible for any data collection necessary to complete its design.
2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.**

#### 4.23 Toll Plazas

- A. This proposal includes modifications to the S.R. 417 Boggy Creek Mainline plaza. The open road tolling portion of the plaza will be altered to facilitate the conversion from 2 to 3 lanes in each direction. This includes, but is not limited to the removal of a portion of the toll plaza canopy to allow for the design and placement of the new outside shoulders, and removal of the two existing toll gantries with a new single gantry to span the increased main lane section. The modifications to the plaza canopies will include Structural, Architectural, and Electrical disciplines.
- B. As a result of the widening an access stair to the below grade tunnel will need to be modified and or infilled with concrete and closed off.

#### 4.24 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
  - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
  - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
  - 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the

formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

## **5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE**

### **5.01 Record Documents**

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
  - 1. Available record drawings of existing conditions
  - 2. Available right-of-way plans of existing conditions
  - 3. Current list available to CFX of owners of all affected properties within the section.
  - 4. Sample plans to be used as guidelines for format, organization and content.
  - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
  - 6. Contract unit prices from latest CFX construction projects.

### **5.02 Traffic Data**

- A. CFX will provide the following design traffic data:
  - 1. Current and design year ADT
  - 2. Current and design year peak hour volumes
  - 3. Turning movements at each intersection/interchange
  - 4. K, D and T factors
  - 5. Design speed - See Section 3.02, Geometry.
  - 6. AVI Percentages

### **5.03 Other**

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

## **6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE**

### **6.01 Right-of-Way Acquisition**

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

### **6.02 Utility Agreements**

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

### **6.03 Public Involvement**

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

### **6.04 Contracts and Specifications Services**

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

### **6.05 Post-Design Services**

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

### **6.06 Environmental Permits**

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.
- C. CFX will be responsible for all permitting application fees.



**6.07 Conceptual Specialty Design**

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX to provide proposed sound wall locations.
- C. CFX will provide conceptual aesthetics design and treatments for structures.

## **7.0 ADMINISTRATION**

### **7.01 Central Florida Expressway Authority**

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

### **7.02 CFX's Project Manager**

CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

### **7.03 Consultant**

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

#### 7.04 Project Control

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

1. Determine and highlight critical path work from initial plans as work progresses.
2. Identify progress against schedule for each identified work item.
3. Forecast completion dates from current progress.
4. Highlight rescheduled work in any area which is out of required sequence.
5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
6. Forecast future conflicts in any area.

#### 7.05 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of

these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

#### 7.06 Schedule

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

#### 7.07 Project Related Correspondence

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

#### 7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

#### 7.09 Consultant Personnel

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

#### 7.10 Site Visit

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to

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

#### 7.11 Acceptability of the Work

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

#### 7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
  - 1. Field survey notes and computations.
  - 2. Design criteria used for the project.
  - 3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.
5. Drainage calculations
6. Structural design calculations.
7. Geotechnical report.
8. Hydraulics Report for each bridged stream crossing.
9. Earthwork calculations not included in the quantity computation booklet.
10. Calculations showing cost comparisons of various alternatives considered, if applicable
11. Computations of quantities.
12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
13. Lighting and voltage drop calculations.
14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

#### 7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
  1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)
  2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  5. 60% Bridge Plans required only on Category 2 bridges.
  6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
1. The reason for the delay.
  2. The design components impacted.
  3. Proposed methods to maintain submittal dates.

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

#### 7.14 30% Roadway Plan Submittal

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

- 1. Key Map Prepared

- a) Location map shown complete with destinations, ranges and townships.
- b) Beginning and ending stations shown.
- c) Any equations on project shown.
- d) Project numbers and title shown.
- e) Index shown.

- 2. Drainage Map Prepared

- a) Existing culvert sizes and elevations.
- b) Horizontal alignment shown.
- c) Drainage areas and flow arrows shown.
- d) High water information shown.
- e) Beginning and end stations shown along with any equations on project.
- f) Interchange supplemental maps prepared.

- 3. Typical Section Sheets

- a) Ramp typical sections developed.
- b) Pavement structure shown.
- c) Special details developed.



- d) General notes shown.
- 4. Plan and Profile Sheets
  - a) Centerline plotted.
  - b) Reference points and bench marks shown.
  - c) Existing topography.
  - d) Base line of surveys, curve data, bearings, etc. shown.
  - e) Beginning and end stations (project and construction).
  - f) Geometric dimensions.
  - g) Proposed and existing limited access right-of-way lines.
  - h) Existing ground line.
  - i) Proposed profile grade.
  - j) Type, size and horizontal location of existing utilities.
  - k) Drainage structures and numbers are shown
  - l) Drainage ponds are shown.
- 5. Cross Sections
  - a) Existing ground line.
  - b) Preliminary templates at critical locations (not to exceed 500 feet).
  - c) Existing utilities shown.
- 6. Interchange Layout and Ramp Profiles
  - a) Geometric dimensions.
  - b) Proposed profile grades.
- 7. Right-of-Way Control Survey
- 8. Signing and Pavement Markings
  - a) Striping layout.

- b) Sign structure locations.

#### 7.15 30% Bridge and Structural Plan Submittal

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

#### 7.16 60% Roadway Plan Submittal

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

##### 1. Key Map

- a) Project description and number shown.
- b) Equations, exceptions and bridge stations shown.
- c) North arrow and scale included.
- d) Consultant and CFX sign-off included.
- e) Contract set index complete.
- f) Index of sheets updated.

##### 2. Drainage Maps

- a) Flood data shown.
- b) Cross drains and storm sewer shown.
- c) Bridges shown with beginning and ending stations.
- d) Interchange supplemental sheets updated.

##### 3. Typical Section Sheets

- a) All required typical sections are included.
- b) Limited access right-of-way lines are shown.

- c) Design speed and traffic are shown.
- d) Special details have been completed.
- e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

- a) Match lines shown.
- b) Limited access right-of-way lines shown.
- c) Stations and offset shown for all fence corners and angles.
- d) All work shown should be within right-of-way or proposed easement.
- e) Drainage structures and numbers are shown.
- f) Drainage ponds shown.
- g) Curve data and superelevation included.
- h) Pavement edges, shoulders and dimensions shown.
- i) Project and construction limits shown.
- j) Bridges shown with beginning and ending stations.
- k) General Notes.

5. Drainage Structures

- a) Drainage structures plotted and numbered.
- b) Station location and offsets identified.

6. Cross Sections

- a) Templates are shown at all stations.
- b) Limited access right-of-way lines are shown.
- c) Cross section pattern sheet included.
- d) Miscellaneous notes included.

e) Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

a) Geometric data shown.

b) Profiles finalized.

c) Coordinate data shown.

d) Limited access right-of-way lines shown.

e) Curve data shown.

f) Bearings and bridges shown.

g) Cross roads, frontage roads, and access roads shown.

h) Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans

13. Highway Lighting Plans

14. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

- a) Length of Project with exceptions shown.
- b) Index of sheets updated.
- 2. Drainage Maps
  - a) Drainage divides, areas and flow arrows shown.
  - b) Elevation datum and design high water information shown.
  - c) Disclaimer and other appropriate notes added.
- 3. Typical Section Sheets
- 4. Plan and Profile Sheets
  - a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
  - b) Limits of side road construction.
  - c) Angle and stationing for intersections.
  - d) Treatment for non-standard superelevation transitions diagramed.
  - e) General notes shown.
  - f) Special ditches profiled.
- 5. Drainage Structures
  - a) Existing structures requiring modifications are shown.
  - b) Existing and proposed utilities are shown.
- 6. Soil Borings
  - a) Soils data and estimated high seasonal groundwater table shown.
- 7. Cross Section Sheets
  - a) Scale and special ditch grades shown.
  - b) Utilities plotted.

- c) Sub-excavation shown.
    - d) Volumes computed and shown.
  - 8. Utility Relocation Plans
    - a) Utility relocation plans prepared.
  - 9. Traffic Control Plans
  - 10. Signing and Pavement Marking Plans
  - 11. Signalization Plans
  - 12. Intelligent Transportation System (ITS) Plans
  - 13. Highway Lighting Plans
  - 14. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
  - A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

## **EXHIBIT B**

### **METHOD OF COMPENSATION**

**EXHIBIT "B"**  
**METHOD OF COMPENSATION**

**1.00 PURPOSE:**

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

**2.00 AMOUNT OF COMPENSATION:**

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$5,500,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for CFX to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

**HORIZON ENGINEERING GROUP, INC.**

Total Activity Salary Costs	\$ 768,051.17
(a) Overhead Additives	
(1) Combined (193.81%)	<u>1,488,559.97</u>
Subtotal (Salary + Overhead)	2,256,611.14
(b) Lump Sum for Operating Margin (10.3877%)	<u>234,410.00</u>
Subtotal (Salary Related)	2,491,021.14
(c) Direct Expenses - Lump Sum (Prime)	<u>8,850.00</u>
BASIC FEE	2,499,871.14
(d) Subcontracts (Limiting Amount)	2,510,890.58
(e) Allowance	<u>489,238.28</u>
<b>TOTAL MAXIMUM LIMITING AMOUNT</b>	<b><u>\$5,500,000.00</u></b>



2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

CFX shall reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) this Agreement (2) Federal Acquisition Regulations sub-part 31-2 (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980) and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of this Agreement. Allowable Costs and Fees are defined as follows:

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour work week. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour work week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.

- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.

- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by CFX's DIRECTOR of ENGINEERING.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 193.81% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

#### 4.00 METHOD OF PAYMENT:

No more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by CFX to the CONSULTANT as follows, subject to the provisions of Section 3.00:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The basis for all CONSULTANT and Class 1 Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from CFX. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.13.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 193.81 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 193.81%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by CFX to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 10.3877 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

CFX shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by CFX.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by CFX. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall

include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from CFX.

4.18 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

## 5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX 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 this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to CFX for the overpayment, provided the net difference is not zero.

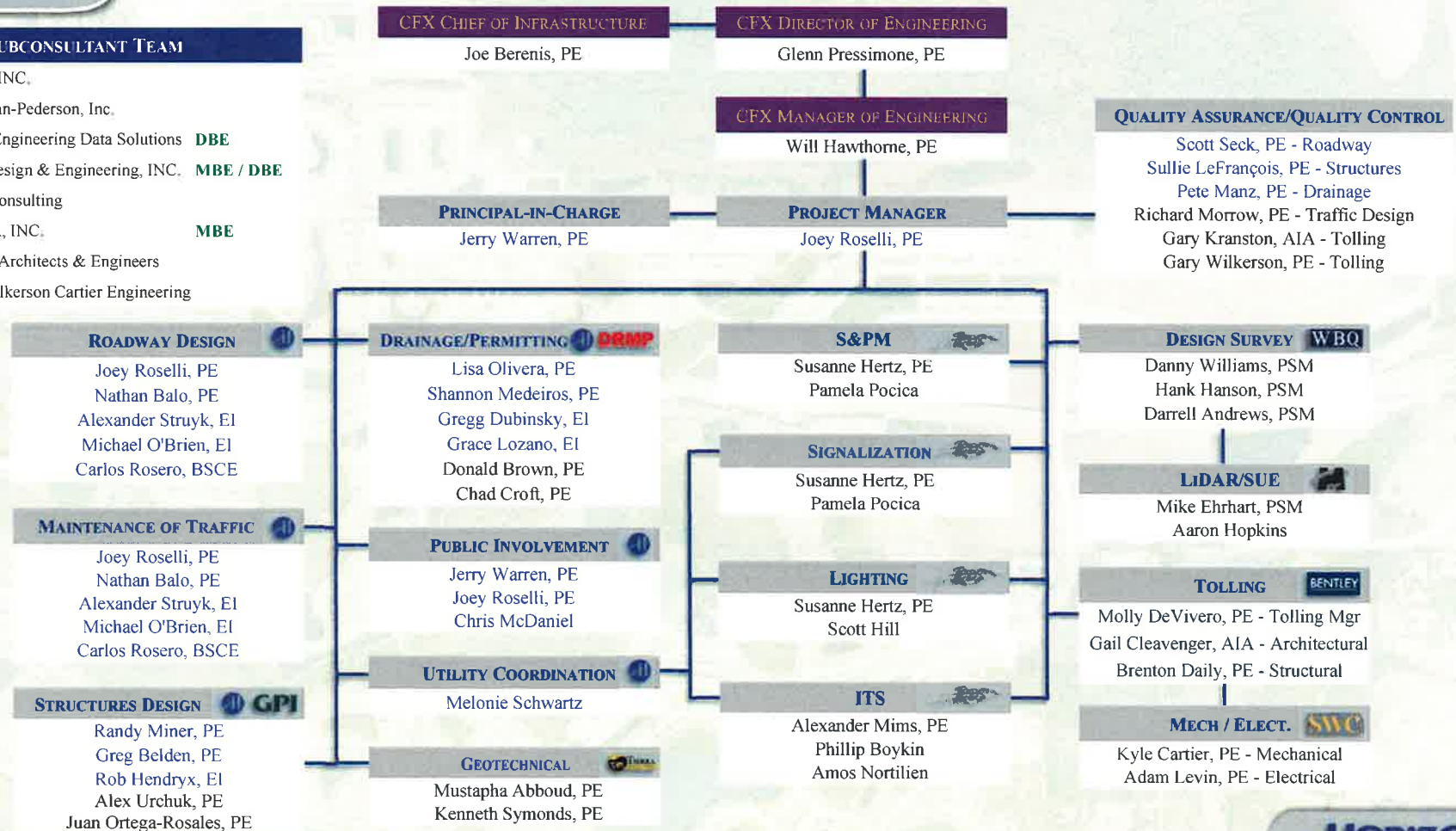
## **EXHIBIT D**

### **PROJECT ORGANIZATIONAL CHART**



**SUBCONSULTANT TEAM**

<b>DRMP</b>	DRMP, INC.	
<b>GPI</b>	Greenman-Pederson, Inc.	
<b>TEDS</b>	Traffic Engineering Data Solutions	<b>DBE</b>
<b>WBQ</b>	WBQ Design & Engineering, INC.	<b>MBE / DBE</b>
<b>M</b>	Maser Consulting	
<b>T</b>	TIERRA, INC.	<b>MBE</b>
<b>BENTLEY</b>	Bentley Architects & Engineers	
<b>SWC</b>	Sims Wilkerson Cartier Engineering	



## **EXHIBIT E**

### **PROJECT LOCATION MAP**





**EXHIBIT F**

**SCHEDULE**

### Preliminary Design Schedule

## SR 417 Landstar - Boggy Creek


SR 417 Landstar - Boggy Creek				2018			2019											
SCHEDULE	Start	Finish	Dur	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
NTP	10/1/18	10/1/18	1															
Survey	10/1/18	12/29/18	90															
Geotechnical	10/7/18	4/4/19	180															
15% L&G	10/7/18	12/20/18	75															
Prelim Eng Rept	10/7/18	12/20/18	75															
Permitting	12/20/18	7/17/19	210															
30% Rdwy Plans	12/20/18	3/9/19	80															
30% Struct Plans	3/9/19	5/7/19	60															
60% Rdwy Plans	3/9/19	6/6/19	90															
90% Plans	6/6/19	8/4/19	60															
100% Plans	8/4/19	10/2/19	60															
Pre-Bid Plans	10/2/19	11/15/19	45															
Final Plans	11/15/19	12/29/19	45															

**CONSENT AGENDA ITEM  
#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: September 6, 2018

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for  
Design Consultant Services for SR 417 Widening from Narcoosee Road to  
SR 528  
Project 417-150, Contract No. 001393

Letters of Interest for the referenced project was advertised on July 8, 2018. Responses were received from nine (9) firms by the deadline. Those firms were: Atkins North America, Inc., HDR Engineering, Inc., CDM Smith, Inc., Inwood Consulting Engineers, Inc., Kelly, Collins & Gentry Inc., Moffatt & Nichol, Inc., Tetra Tech, Inc., WSP USA, Inc. and BCC Engineering, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on July 27, 2018 and shortlisted Atkins North America, Inc., HDR Engineering, Inc., Moffatt & Nichol, Inc. and Tetra Tech, Inc.

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 September 6, 2018. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The result of that process was as follows:

<u>Ranking</u>	<u>Firm</u>
1	Atkins North America, Inc.
2	Moffatt & Nichol, Inc.
3	HDR Engineering, Inc.
4	Tetra Tech, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with Atkins North America, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Atkins North America, Inc. is not successful, Board authorization to enter into negotiations in ranked order is requested.

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

Reviewed by:   
Glenn Pressimone, P.E.  
Director of Engineering

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





**LOI-001393 Committee Meeting September 6, 2018 Minutes**

Technical Review Committee for **Design Consultant Services for SR 417 Widening from Narcoosee Road to SR 528; Project No. 417-150, Contract No. 001393**, held a duly noticed meeting on Thursday, September 6, 2018 at 9:00 a.m. in the Pelican Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

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

**Other Attendees:**

Aneth Williams, Director of Procurement

**Presentations / Q and A:**

Aneth began each interview 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.
HDR Engineering, Inc.	9:45 – 10:20 a.m.
Moffatt & Nichol, Inc.	10:30 – 11:05 a.m.
Tetra Tech, Inc.	11:15 – 11:50 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 by 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>
Atkins North America, Inc.	5	1
Moffatt & Nichol, Inc.	6	2
HDR Engineering, Inc.	7	3
Tetra Tech, Inc.	12	4

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

There being no other business to come before the Committee; the meeting was adjourned at 11:56 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, September 6, 2018, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

  
Aneth Williams

Approved by:

  
Glenn Pressimone

CENTRAL FLORIDA EXPRESSWAY AUTHORITY




TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

DESIGN CONSULTANT SERVICES FOR SR 417 WIDENING FROM NARCOOSEE ROAD TO SR 528

PROJECT 417-150, CONTRACT NO. 001393

CONSULTANT	Joe Berenis Score	Glenn Pressimone Score	Will Hawthorne Score			TOTAL SCORE	RANKING
Atkins North America, Inc.	1	1	3			5	1
HDR Engineering, Inc.	2	3	2			7	3
Moffatt & Nichol, Inc.	3	2	1			6	2
Tetra Tech, Inc.	4	4	4			12	4

EVALUATION COMMITTEE MEMBERS:

Date: Thursday, September 6, 2018

Date: Thursday, September 6, 2018

Date: Thursday, September 6, 2018


**CONSENT AGENDA ITEM  
#6**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 29, 2018

SUBJECT: Approval of Contract Award to Ion Electric, LLC for  
SR 408 Guide Sign Replacements  
Project 408-628, Contract No. 001400

An Invitation to Bid for the referenced project was advertised on July 8, 2018. Responses to the invitation were received from three (3) contractors by the August 29, 2018 deadline.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Ion Electric	\$4,222,831.88
2.	United Signs & Signals, Inc.	\$4,340,166.72
3.	Traffic Control Devices, Inc.	\$4,514,414.00

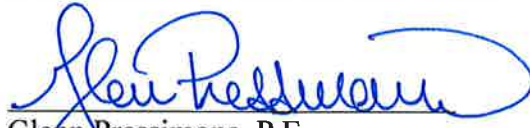
The engineer's estimate for this project is \$3,405,884.63 and \$1,542,000.00 is included in the Five-Year Work Plan. During design of this project, additional scope items pertaining to safety and operational improvements were added beyond what was originally contemplated in the Five-Year Work Plan. The additional items include the addition of three (3) overhead sign structures and converting approximately 8 miles of SR 408 to LED lighting. The low bid for another Work Plan item, Project 408-746, came in under the amount that was allocated. The surplus from Project 408-746 adequately offsets the unallocated funds needed for construction of this project.

The Engineer of Record for Project 408-628 has reviewed the low bid submitted by Ion Electric, LLC and identified two (2) unbalanced bid items during their review of the bid tabulation. However, staff has reviewed these items and find the low bid unit prices of these items to be consistent with the other bids received.

The project consists of providing all labor, materials, equipment and incidentals necessary to install and/or replace overhead guide sign panels, guide sign overlays, overhead guide sign structures and conversion of conventional roadway lighting to LED roadway lighting along SR 408 from the Clark Road Ramps to the I-4 Ultimate limits. The work also consists of, but is not limited to, coating of sign structure uprights, intelligent transportation systems and sign lighting.

The Procurement Department has evaluated the bids and has determined the bid from Ion Electric, LLC to be responsible and responsive to the bidding requirements. Board award of the contract to Ion Electric, LLC in the amount of \$4,222,831.88 is recommended.

Reviewed by:


  
Glenn Pressimone, P.E.  
Director of Engineering

**CONSENT AGENDA ITEM  
#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 28, 2018

SUBJECT: Approval of Contract Award to Masci General Contractor, Inc. for SR 408 Milling & Resurfacing from I-4 Ultimate Limits to Lake Underhill Bridge Project 408-746, Contract No. 001420

An Invitation to Bid for the referenced project was advertised on July 15, 2018. Responses to the invitation were received from five (5) contractors by the August 27, 2018 deadline.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Masci General Contractor, Inc.	\$4,229,613.73
2. The Lane Construction Corp.	\$4,509,488.08
3. Hubbard Construction Co.	\$4,705,611.98
4. Middlesex Paving LLC	\$5,673,219.92
5. Preferred Materials, Inc.	\$5,677,908.45

The engineer's estimate for this project is \$5,128,560.30 and \$8,200,000.00 is included in the Five-Year Work Plan.

The Engineer of Record for Project 408-746 has reviewed the low bid submitted by Masci General Contractor, Inc. and determined that the low bid unit prices are not unbalanced.

This project consists of providing all labor, materials, equipment and incidentals necessary for the milling, resurfacing, restriping and ground-mount sign replacements on SR 408 from I-4 Ultimate limits (Summerlin Ave.) to the Lake Underhill Bridge.

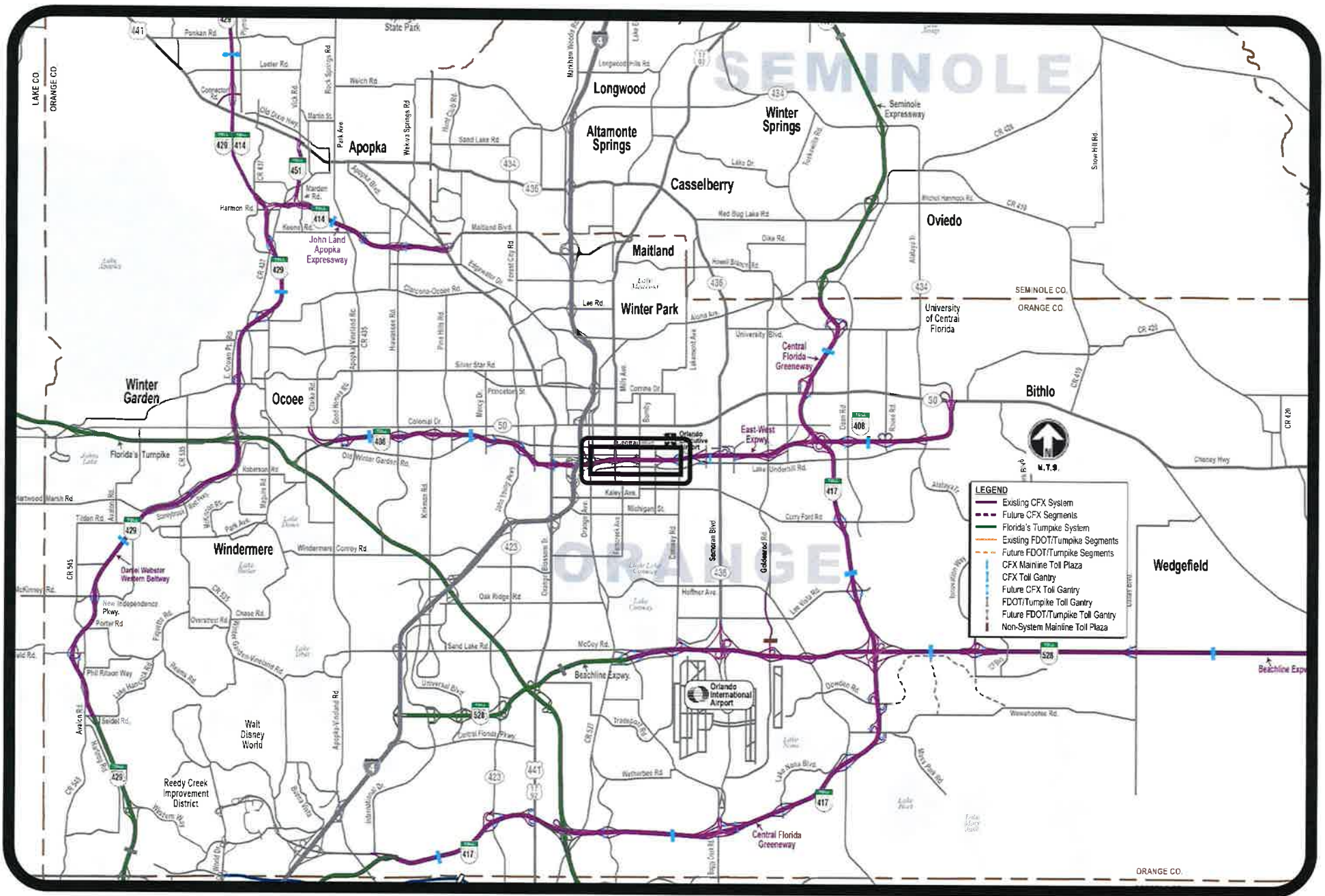
The Procurement Department has evaluated the bids and has determined the bid from Masci General Contractor, Inc. to be responsible and responsive to the bidding requirements. Board award of the contract to Masci General Contractor, Inc. in the amount of \$4,229,613.73 is recommended.

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

Reviewed by:   
Glenn Pressimone, P.E.  
Director of Engineering



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



Project Location Map for  
SR 408 Milling & Resurfacing from I-4 Ultimate limits to the Lake Underhill Bridge (408-746)



## CONTRACT

This Contract No. 001420 (the "Contract"), made this 13th day of September, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Masci General Contractor, Inc., of 5752 S. Ridgewood Avenue, Port Orange, FL 32127, 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 Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 408-746, S.R. 408 Milling and Resurfacing from I-4 Ultimate Limits (Summerlin Avenue) to the Lake Underhill Bridge, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 175 calendar days. The Contract Amount is \$4,229,613.73. This Contract was awarded by the Governing Board of CFX at its meeting on September 13, 2018.

The Contract Documents consist of:

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

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

IN WITNESS WHEREOF, the 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: \_\_\_\_\_

CONTRACTOR

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

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

\_\_\_\_\_  
Title

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

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

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_


**CONSENT AGENDA ITEM  
#8**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 28, 2018

SUBJECT: Authorization to Advertise for Construction Bids for  
SR 528 Milling & Resurfacing from Innovation Way to Dallas Boulevard  
Project 528-749, Contract No. 001469

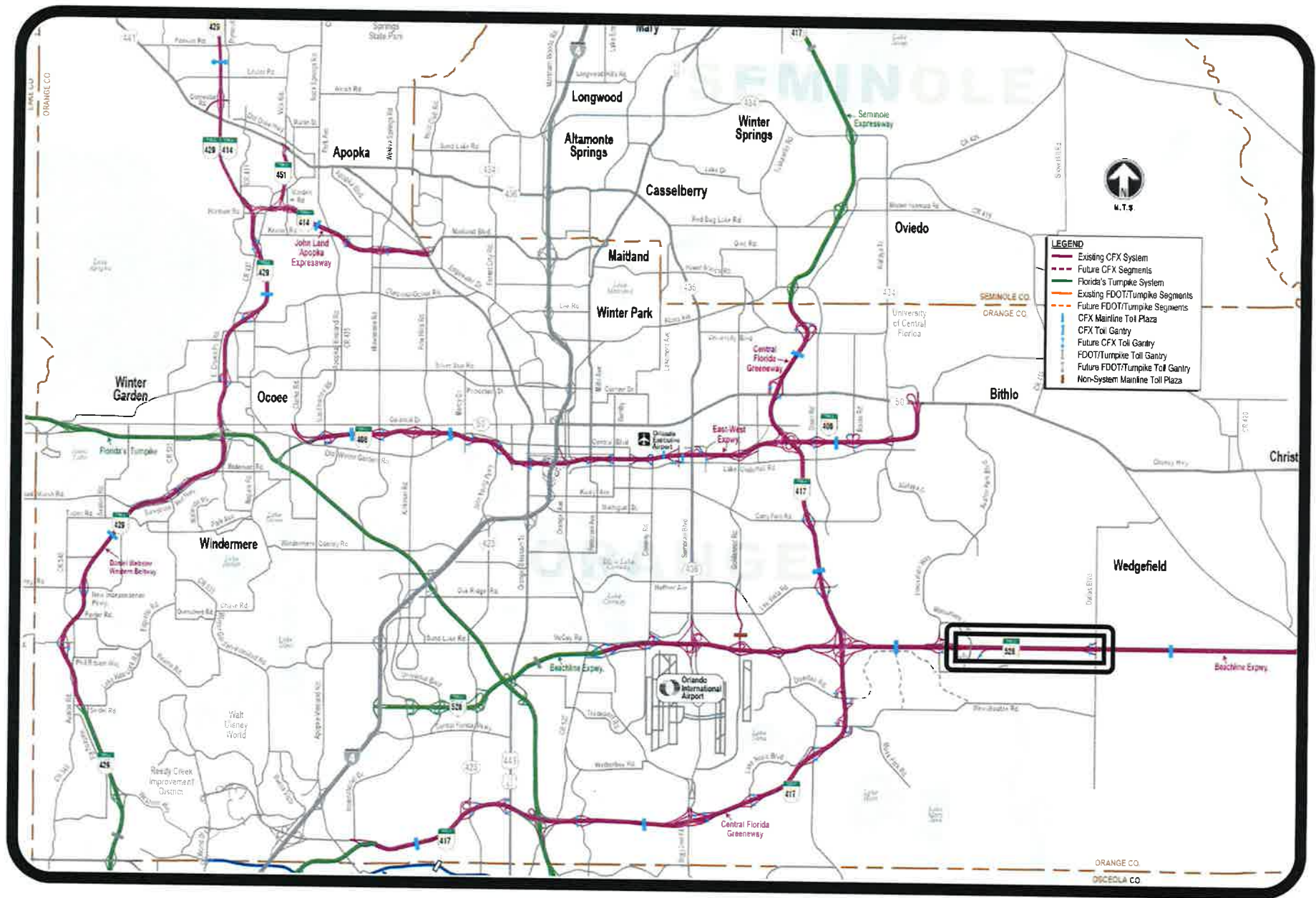
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Board authorization is requested to advertise for construction bids for the SR 528 Milling & Resurfacing from Innovation Way to Dallas Boulevard (excluding the limits of the current construction project at Econlockhatchee River Bridge). This project includes the milling of existing pavement, resurfacing, restriping and ground-mount sign replacements.

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

Reviewed by:   
Glenn Pressimone, PE  
Director of Engineering






Project Location Map for  
SR 528 Milling & Resurfacing from Innovation Way to Dallas Boulevard (528-749)

**CONSENT AGENDA ITEM  
#9**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 28, 2018

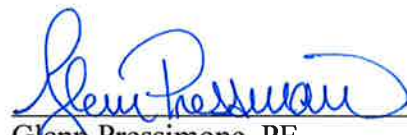

SUBJECT: Authorization to Advertise for Construction Bids for  
SR 528 Milling & Resurfacing from Dallas Boulevard to SR 520  
Project 528-750, Contract No. 001470

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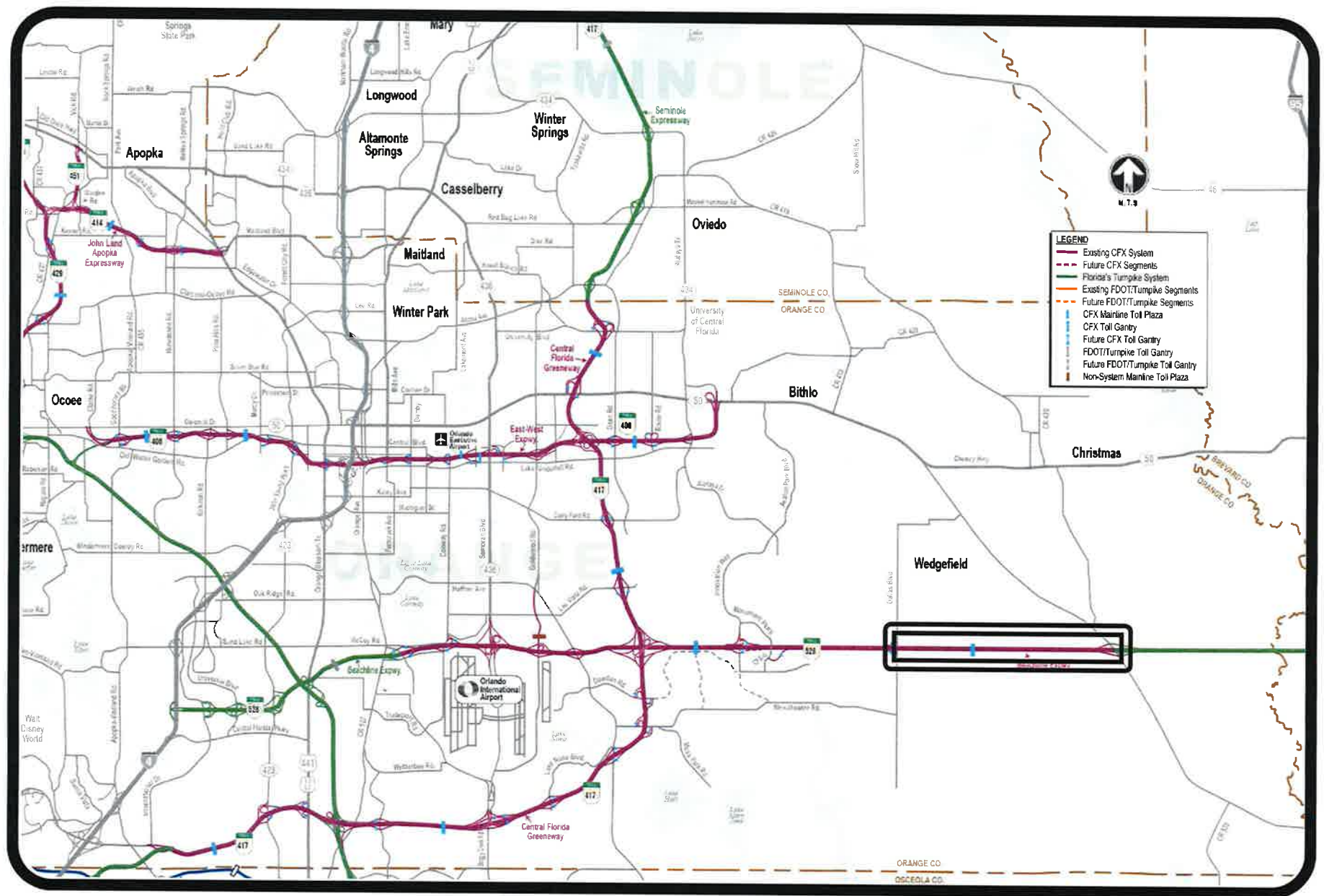
Board authorization is requested to advertise for construction bids for the SR 528 Milling & Resurfacing from Dallas Boulevard to SR 520. This project includes the milling of existing pavement, resurfacing, restriping and ground-mount sign replacements.

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

Reviewed by:

  
Glenn Pressimone, PE  
Director of Engineering  






Project Location Map for  
SR 528 Milling & Resurfacing from Dallas Boulevard to SR 520 (528-750)

**CONSENT AGENDA ITEM  
#10**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 28, 2018

SUBJECT: Authorization to Advertise for Construction Bids for  
SR 429 Kelly Park Road Turn Lane & Plant Street Interchange Ramps  
Resurfacing  
Project 429-753, Contract No. 001471

---

Board authorization is requested to advertise for construction bids for the SR 429 Kelly Park Road Turn Lane & Plant Street Interchange Ramps Resurfacing.

This project includes the addition of a turn lane at SR 429 and Kelly Park Road and the resurfacing of the SR 429 Southbound Plant Street entrance and exit ramps.

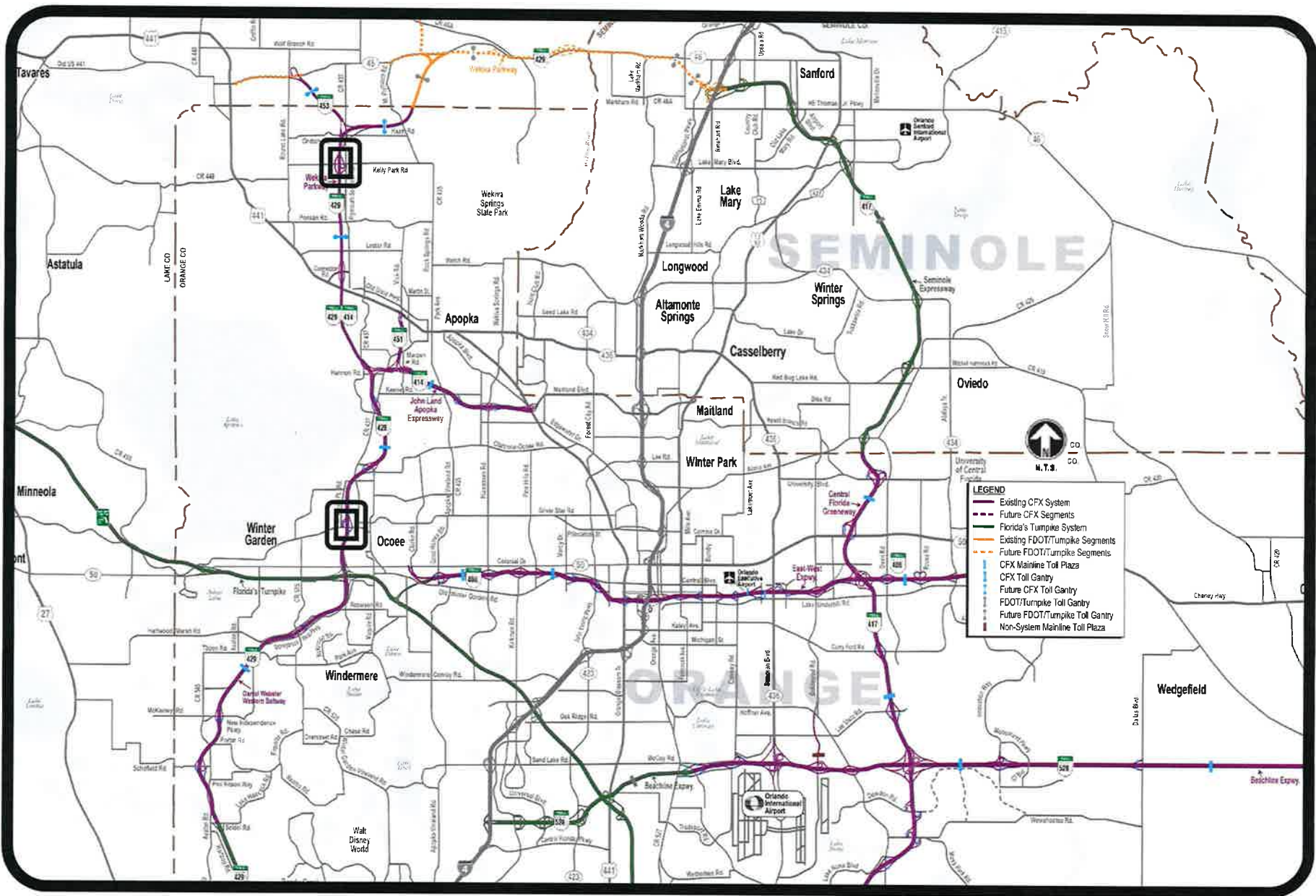
This project is included in the Five-Year Work Plan.

Reviewed by:



Glenn Pressimone, PE  
Director of Engineering





Project Location Map for  
S.R. 429 Kelly Park Road Turn Lane & Plant St. Resurfacing (429-753)

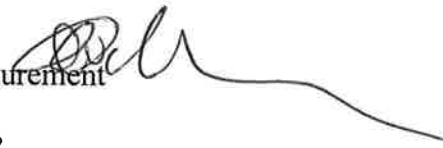


**CONSENT AGENDA ITEM  
#11**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 24, 2018

SUBJECT: Approval of Contract Award to Groundtek of Central Florida, Inc. for  
Landscape Maintenance Services for SR 408, SR 417 and CFX's Headquarters  
Building  
Contract No. 001411

---

Request for Proposals from qualified firms to serve as CFX's Landscape Maintenance Services Contractor was advertised on June 24, 2018. Responses were received from two (2) firms by the deadline. Those firms were: Groundtek of Central Florida, Inc. and SSS Down to Earth OPCO, LLC. SSS Down to Earth OPCO, LLC did not have the Florida Nursery, Growers and Landscape Association (FNGLA) certificate for landscape contractor as required by the bidding document and was therefore disqualified from the process.

A meeting was held with the Chief of Infrastructure and Director of Maintenance to discuss the options available to CFX. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee was polled and unanimously agreed to shortlist and award the contract to Groundtek of Central Florida, Inc. A recommendation to accept the Evaluation Committee's decision was submitted to the Executive Director who accepted the recommendation.

Board award of the contract to Groundtek of Central Florida, Inc. in the amount of \$5,219,612.38 for a three year term with two one-year renewals is requested.

This contract is budgeted in the OM&A Budget.

Reviewed by:   
Don Budnovich, P.E.  
Director of Maintenance 

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

**TO:** Laura Kelley  
Executive Director

**FROM:** Aneth Williams   
Director of Procurement

Don Budnovich   
Director of Maintenance

**DATE:** August 6, 2018

**SUBJECT:** Landscape Maintenance Services  
SR 408, SR 417 & Headquarters Building  
Contract No. 001411  
Recommendation for Award of Contract

---

On July 26, 2018 Request for Proposals (RFP) was received from two proposers, Groundtek of Central Florida, Inc. and SSS Down to Earth OPCO, LLC. SSS Down to Earth OPCO, LLC did not have the Florida Nursery, Growers and Landscape Association (FNGLA) certificate for landscape contractor as required by the bidding document and is therefore disqualified from the process. Notification of the solicitation was submitted to 122 recipients; 32 vendors downloaded the solicitation of which only four were certified. The RFP was also advertised in the Orlando Sentinel on June 24, 2018. I spoke with Don Budnovich and Joe Berenis and it was decided to proceed with the solicitation process.


The Evaluation Committee consisted of Don Budnovich, Joe Berenis, Glenn Pressimone and Chris Bloodwell.

Each Committee member had been provided with Evaluation Committee Disclosure form, copies of each proposal, evaluation scoring sheet for each proposer, the selection process schedule, the RFP and Addendum No. 1, 2 and 3. The Committee members unanimously agreed to shortlist and award the contract to Groundtek of Central Florida, Inc.

In accordance with the Procurement Procedures, if only one response is received and a decision is made to recommend award of the contract, a memo shall be forwarded to the Executive Director who will either accept or reject the recommendation.

Your acceptance or rejection of the Committee's recommendation is requested.

Accept Committee Recommendation ☒ Reject Committee Recommendation ☐

  
\_\_\_\_\_  
Laura Kelley, Executive Director

If rejected, reason(s) for rejection:

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Attachment

**RFP-001411 Committee Meeting August 6, 2018 Minutes**

**Evaluation Committee for Landscape Maintenance Services on SR 408, SR 417 and CFX's Headquarters Building; RFP-001411**, held a duly noticed meeting on Monday, August 6, 2018, commencing at 10:00 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members:**

Don Budnovich, Director of Maintenance  
Chris Bloodwell, Landscape Architect  
Joe Berenis, Chief of Infrastructure  
Glenn Pressimone, Director of Procurement

**Other Attendees:**

Aneth Williams, CFX Director of Procurement

**Discussion and Motions:**

Aneth explained that today's meeting was to evaluate and shortlist (if necessary). One of the proposers SSS Down to Earth OPCO, LLC did not have the required certification from a landscape contractor as required by the bidding documents and is therefore, disqualified from the bidding process.

The Committee members then unanimously agreed to shortlist Groundtek of Central Florida, Inc. In accordance with the Procurement Procedures, if only one response is received and the Evaluation Committee determines that the consultant is technically qualified, no technical proposal will be required.

There being no further business to come before the Committee, the meeting was adjourned at 10:14 a.m. These minutes are considered to be the official minutes of the shortlisting meeting by the Evaluation Committee at its meeting held Monday, August 6, 2018.

Submitted by:

  
Aneth Williams, CFX Director of Procurement

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

  
Don Budnovich, Director of Maintenance

## CONTRACT

This Contract No. 001411 (the "Contract"), made this 13<sup>th</sup> day of September 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Groundtek of Central Florida Inc., of 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 Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes landscape maintenance services on S.R. 408, S.R. 417 and the CFX'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 CFX with two (2) one-year renewals. The Contract Amount is \$5,219,612.38. This Contract was awarded by the Governing Board of CFX at its meeting on September 13, 2018.

In order of Precedence, the Contract Documents consist of:

1. The Contract,
2. The Addenda (if any), modifying the Scope of Services, Method of Compensation, Exhibits or other Contract Documents,
3. The Scope of Services and Attachments,
4. The Method of Compensation, and
5. The Price Proposal.

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

IN WITNESS WHEREOF, the 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: \_\_\_\_\_

CONTRACTOR

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

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

\_\_\_\_\_  
Title

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

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

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_



**SCOPE OF SERVICES  
LANDSCAPE MAINTENANCE SERVICES  
CONTRACT NO. 001411**

**S.R. 408, S.R. 417 and the CFX Administrative and Operations Center**

**1.0 PROJECT SCOPE**

The work consists of providing all labor, materials, equipment and incidentals necessary to perform landscape maintenance (ornamental trees, shrubs, vines, groundcovers, and mulched areas) including but not limited to: groundcover, shrub, and tree pruning, fertilizer application, insect/disease control, grassy and broadleaf weed control, tree staking, watering, mulching, shrub and tree removal, and site clean-up including litter and debris removal at all CFX toll facilities and right of way locations (excluding, temporarily, the areas listed below) along S.R. 408 from Clark Rd and Old Winter Garden Rd overpass to 1,400 ft. north of SR 50 at Challenger Pkwy; S.R. 417 from International Dr. to the Seminole County Line, as well as the CFX Administration and Operations Center and turf maintenance including but not limited to: mowing, edging, and trimming, fertilizer application, insect/disease control, grassy and broadleaf weed control, irrigation system maintenance and site clean-up including litter and debris removal and turf clippings removal from turf areas and adjacent paving areas, at all CFX main toll plazas located within the Contract scope, the CFX Administration and Operations Center, and right of way locations identified in Attachment #2 – Turf Management Area Reference Maps.

The landscape improvements that are part of the following listed landscape construction project will not be maintained at Contract start up. These areas will be added to the Contract scope upon completion of the planting installation and establishment / warranty maintenance phases. Pricing for these and future scope additions shall be based on Contract bid unit costs and shall be paid for out of the Work Order / New Construction Allowance:

Landscape Construction Project

Project No. 417-301D S.R. 417 / Boggy Creek Road – Interchange Landscape

Existing landscape improvements located within the limits of current roadway construction projects listed below will not be maintained at Contract start up and are not included in the Contract bid totals. These areas will be added to the Contract scope upon completion of each roadway construction project. Pricing for scope additions shall be based on Contract bid unit costs and shall be paid for out of the Work Order / New Construction Allowance:

Roadway Construction Projects

- S.R. 408 Roadway Construction Zone – Tampa Ave to Interstate 4
- S.R. 408 Roadway Construction Zone – S.R. 417 to Woodbury Rd  
(excluding mowing and landscape maintenance at the Dean Main Toll Plaza)
- S.R. 417 Roadway Construction Zone – Little Econ Tributary to the Seminole Co. Line  
(excluding mowing and landscape maintenance at the University Main Toll Plaza)
- S.R. 417 and S.R. 408 Interchange Construction Zone

**SCOPE OF SERVICES**  
**LANDSCAPE MAINTENANCE SERVICES**  
**CONTRACT NO. 001411**  
**S.R. 408, S.R. 417 and the CFX Administrative and Operations Center**

Adjustments to Contract amounts for the maintenance of existing landscape improvements impacted by future roadway construction projects shall be based on Contract bid unit costs.

The work under the Contract also consists of providing all labor, equipment, materials and incidentals necessary to perform repairs and restoration of existing landscape plantings as directed by CFX. Planting and establishment watering costs shall be paid for out of the Work Order / New Construction Allowance.

Supplemental watering of existing plant material during periods of severe drought shall also performed as directed by CFX. Supplemental watering costs shall be paid for out of the Work Order / New Construction Allowance.

The work under the Contract shall commence after issuance of the written Notice to Proceed from the CFX Landscape Architect.

**2.0 GENERAL CONDITIONS AND REQUIREMENTS**

**2.1 CFX Landscape Architect**

References to the CFX Landscape Architect shall be taken to mean his designated representative(s) as well. All work shall be subject to review and acceptance by the CFX Landscape Architect who will evaluate the Contractor's work for compliance with the Contract Documents. The CFX Landscape Architect has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier

**2.2 Coordination of Contract Documents**

The Scope of Services and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda (if any)
3. Scope of Services

**2.3 Contractor's Personnel, Subcontractors and Sub-consultants**

The Contractor shall be certified by the Florida Nursery, Growers and Landscape Association (FNGLA) as a Landscape Contractor and shall remain certified during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll.

**SCOPE OF SERVICES  
LANDSCAPE MAINTENANCE SERVICES  
CONTRACT NO. 001411**

**S.R. 408, S.R. 417 and the CFX Administrative and Operations Center**

Except under extraordinary circumstances, the Contractor shall not replace the individual representing the Contractor as the Landscape Contractor certified by FNGLA without written notice to and approval of the CFX. The CFX's acceptance of any replacement may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such personnel shall constitute a waiver of any right of CFX to reject defective Work.

A significant factor in the decision of the CFX to award the Contract to the Contractor is the level of expertise, knowledge and experience possessed by employees of Contractor, the Contractor's proposed subcontractors and sub-consultants (if any) and the Contractor's covenant to use employees, subcontractors and sub-consultants possessing such expertise, knowledge and experience available at all times to assist in the providing the required maintenance services. Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and sub-consultants having significant training, expertise and experience in the maintenance areas or disciplines described herein and in the maintenance specifications, together with such other areas of expertise or experience as may be designated from time to time during the term of the Contract by the CFX. When the CFX designates an additional area for which expertise or experience shall be required, Contractor shall use reasonable efforts to promptly hire and retain one or more individuals, subcontractors or sub-consultants possessing such experience or expertise.

The CFX considers the Contractor's Project Manager to be a key person with respect to the performance of the maintenance services. The identity of the individual initially assigned as the Project Manager by the Contractor shall be submitted to CFX in advance for approval or disapproval by CFX, and any changes in the individual shall also be subject to written approval by CFX. Similarly, the Contractor shall submit the names and qualifications of the Contractor's Project Spray Manager, the names and qualifications of the Contractor's Irrigation Manager and all first and second tier subcontractors/sub-consultants to CFX for approval prior to their beginning work on the project. The Project Spray Manager, Irrigation Manager, and all first and second tier subcontractors/sub-consultants shall have the skills and experience necessary to properly perform the work assigned and as required by this scope. CFX's approval with respect to the Project Manager, Spray Manager, Irrigation Manager, and subcontractors/sub-consultants may be granted or denied in CFX's sole and absolute discretion.

Promptly upon request of the CFX, the Contractor shall remove from activities associated with or related to the performance of the Contract any employee, subcontractor or sub-consultant whom the CFX considers (for any reason whatsoever, in CFX's sole discretion) unsuitable for such work. Such employee, subcontractor or sub-consultant shall not be reassigned to perform any work relating to the Contract except with the express written consent of the CFX. If the Contractor fails to immediately remove such employee,

**SCOPE OF SERVICES  
LANDSCAPE MAINTENANCE SERVICES  
CONTRACT NO. 001411**

**S.R. 408, S.R. 417 and the CFX Administrative and Operations Center**

subcontractor or sub-consultant, the CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the work until the employee, subcontractor or sub-consultant is removed. The Contractor shall protect, defend, indemnify, and hold harmless the CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of an employee, subcontractor or sub-consultant based on the direction of the CFX. All subcontracts shall expressly include an acknowledgment of the CFX's right to remove any subcontractor or sub-consultant in accordance with this paragraph. No compensation in any form shall be paid to the Contractor by the CFX in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

The Contractor shall provide sufficient qualified manpower as necessary to perform all specified or directed maintenance tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the CFX's Landscape Architect and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor shall be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract shall be provided at no additional cost to the CFX.

The Contractor shall provide the minimum manpower and equipment according the following configurations/requirements:

<u>Crew Designation</u>	<u>Min.#of Personnel</u>
(2) 3-week Maintenance Crews - 6 person crew/roadway	12
(2) Hot Spot Crews - 6 person crew	12
(1) Mow Crew - 4 person crew	4
(4) Spray Crews - 2 person crew	8
(1) Project Manager	1
(1) Spray Manager	1
(1) Irrigation Manager	1
(1) Irrigation Tech	1
Total (minimum)	40

**SCOPE OF SERVICES**  
**LANDSCAPE MAINTENANCE SERVICES**  
**CONTRACT NO. 001411**  
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Equipment Requirements (minimum)

- 2 - Spray Trucks with sufficient capacity
- 4 - Spray Gators
- 2 – Small Production Mowers
- 2 – Walk Behind Mowers – CFX Admin. & Ops Center
- 1 - Irrigation Equipment Truck
- 1 – 2,000 Gallon / Tank Water Truck
- 4 - Maintenance/Mow Crew Trucks and Trailers
- 2 -Trucks for Management Team

The Contractor's Project Manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX's written consent, the Contractor will be permitted to sublet a portion of the work but shall perform, with its own organization, work amounting to not less than 50% of the total Contract amount. The granting or denying of consent under this provision is at the CFX's sole discretion.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor/sub-consultant to indemnify and hold harmless CFX on the same terms as contained herein and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of work shall not relieve the Contractor or surety of their respective liabilities.

A subcontractor/sub-consultant will be recognized only in the capacity of an employee or agent of the Contractor.

**2.4 Traffic Control**

FHWA's MUTCD, latest edition, Part 6, is the minimum standard for Traffic Control for Highway Construction, Maintenance, and Utility Operations.

For operations requiring closure of travel lane(s), the Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety

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Services Association under its Worksite Traffic Supervisor Certification Program, or an equal approved by CFX. Approved alternate Worksite Traffic Supervisors may be used when necessary.

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

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

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

The Contractor shall comply with the FDOT Design Standards Drawing No. 600, which is hereby incorporated by reference as if fully set forth herein.

For all lane closures, the Contractor shall have prior written approval from the CFX's Landscape Architect and shall provide uniformed off-duty Florida Highway Patrol (FHP) officer(s), including marked FHP vehicle(s), to assist in controlling and directing traffic in the work zone.

The Contractor shall not permit equipment to unreasonably interfere with traffic while the equipment is on or traversing a road or street.

See Section 4.2.2 – Operational Requirements, for additional traffic control procedural standards.

**2.5 Other Work**

If activities by the CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract price because of delay due to the activities of others.



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**2.6 Governing Law and Venue**

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

The obligations in Section 2.6, Governing Law and Venue, shall survive the expiration or termination of the Contract and continue in full force and effect.

**2.7 Permits, Notifications and Fees**

2.7.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

2.7.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract price.

2.7.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of the CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities. The Contractor shall notify the CFX Landscape Architect in writing prior to the execution of such work and shall submit two (2) copies of the written permission from the affected landowner.

2.7.4 The Contractor shall provide a notarized affidavit to CFX that all motor vehicles operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. The affidavit shall be filed with CFX at the time of Contract execution.

2.7.5 The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.



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**2.8 Hazardous or Toxic Waste, Pollutants**

- 2.8.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CFX Landscape Architect shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.
- 2.8.2 Contractor shall minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the CFX Landscape Architect.
- 2.8.3 Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the work being performed.

**2.9 Responsibility for Damages**

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures or non-performance of the chemical applications or maintenance tasks specified herein or as directed by the CFX Landscape Architect and approved in writing by CFX. All repairs to plant material required by the Contractor shall be performed as specified in Section 11.0 Plant Replacement.

**2.10 Hold Harmless and Indemnification, Sovereign Immunity**

The Contractor shall indemnify, defend and hold harmless CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature

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whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, agents or employees). Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from CFX to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

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

The obligations in Section 2.10, Hold Harmless and Indemnification, Sovereign Immunity shall survive the expiration or termination of this Agreement and continue in full force and effect.

**2.11 Insurance**

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in sub articles 2.11.1 through 2.11.6 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete

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and correct Contract number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a 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. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

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If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

2.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

<b>Contract Amount</b>	<b>Workers' Comp/ Employer's Liability</b>	<b>General Liability (per occurrence/ aggregate)</b>	<b>Automobile Liability</b>
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

2.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in sub article 2.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

2.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 2.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

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If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

- 2.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in sub article 2.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

- 2.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by sub article 2.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 2.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.



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Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

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- 2.11.6 Railroad Insurance: When the Contractor performs Work on, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

2.12 Safety

- 2.12.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of Proposal submittal) is incorporated by reference and made a part of the Contract and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.
- 2.12.2 The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction safety and health standards set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

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2.12.3 Contractor and subcontractor personnel shall wear reflectorized high visibility orange safety vests compliant with current FDOT standards within 15 feet of the roadway. Protective safety helmets shall be worn at all work sites containing overhead hazards.

**2.13 Contractor's Responsibility for Work**

Until acceptance by CFX, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage the CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities (See Section 11.0, Plant Replacement).

**2.15 Audit and Examination of Records**

2.15.1 The 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 Price Proposal Records (as herein defined) of the Contractor or any subcontractor. The Contractor or any subcontractor submits to and agree to comply with the provisions of this section.

2.15.2 If the CFX requests access to or review of any Contract Documents or Price Proposal Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with the CFX, and such refusal shall, without any other or additional actions, constitute grounds for suspension or disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract.

2.15.3 All individuals, corporations, companies, partnerships, joint venturers or any other business entities who submit a bid to the CFX shall preserve all Price Proposal Records used in determining and submitting the price for a period of one month after the CFX awards the Contract. The Contractor shall preserve all Price 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 the CFX, or (ii) until all claims (if any) regarding the Contract are resolved.

2.15.4 Contract Records shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer



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disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by the CFX for any purpose. Price 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 a bidder in determining labor, unit price, or any other component of a bid submitted to the CFX. Price Proposal Records shall also include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by a proposer in determining a bid.

2.15.5 The obligations in Section 2.15, Audit and Examination of Records, shall survive the expiration or termination of the Contract and continue in full force and effect.

**2.16 Escrow of Price Proposal Records**

With the execution of the Contract, the Contractor shall submit to the CFX, in sealed container(s), a legible copy of the Price Proposal Records used by the Contractor to prepare its bid. The container(s) shall be clearly marked "Price Proposal Records" and shall show on the face of the container(s) the Contractor's name, address, date of submittal and Project number. The CFX will maintain the container(s) in a sealed condition.

In addition to the Price Proposal Records, the Contractor shall execute and submit an affidavit, signed under oath by the Contractor, listing each Price Proposal Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Price Proposal Record, other than the Price Proposal Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for the CFX to nullify the award of the Contract to the Contractor.

Following execution of the Contract, the CFX will hold the sealed container(s) and the original affidavit until the Contractor seeks an adjustment in time or money and files a claim or initiates arbitration against the CFX. Such acts by the Contractor shall be sufficient grounds for the CFX to open the sealed container(s). The CFX reserves the right to reveal the contents of the sealed container(s) to consultants, experts and legal counsel retained by the CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the

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bid documents included in the sealed container(s) will be protected by the CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

When the Contractor executes a binding release of all claims and potential causes of action related to the Contract, the CFX will release the sealed container(s) to the Contractor. The Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

**2.17 Performance and Payment Bond Required**

2.17.1 General Requirements of the Bond: The Contractor shall furnish to the CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to 20% of the amount of the Contract amount to be renewed annually. Such bond shall be executed on the form furnished by the CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the CFX. The surety agent's name, address, and telephone number shall be clearly stated on the face of the bond.

2.17.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to the CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the CFX's initial approval of the company, then the CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to the CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the Contractor from his payment of premium on the defaulting bond, will be borne by the CFX.

**2.18 Suspension of Work**

The CFX will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

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2.19 Default and Termination

- 2.19.1 The CFX reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of the CFX requires such termination or suspension. In such circumstances, the CFX shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension.
- 2.19.2 If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient workmen and equipment, including, but not limited to the minimum required manpower and equipment quantities listed in Section 2.3, or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of the CFX reasonably exercised, the CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default or the CFX may penalize the Contractor by withholding payment.
- 2.19.3 If the Contractor (within the curative period described in the notice of default) does not correct the default, the CFX will have full power and authority to remove the work from the Contractor and to declare the Contract in default and terminated.
- 2.19.4 If the Contract is declared in default, the CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the CFX may take over the work covered by the Contract.
- 2.19.5 Upon declaration of default and termination of the Contract, the CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the CFX Landscape Architect are required for Contract completion. All costs and charges incurred by the CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay the CFX the amount of the excess.

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- 2.19.6 If, after the default notice curative period has expired, but prior to any action by the CFX to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with the CFX's requirements, the CFX may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of the CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due Contractor under the Contract.
- 2.19.7 If, after notice of default to the Contractor under the provisions of this subarticle, it is determined for any reason the Contractor was not in default under the provisions of this subarticle, or that the default was excusable under the provisions of this subarticle, the rights and obligations of the parties shall be the same as if the notice of default had been issued as a notice of termination pursuant to the following paragraphs below which allow the CFX to terminate the Contractor for convenience.
- 2.19.8 Termination for Convenience: The CFX may, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of the CFX, elect to terminate the Contract. In such case, the Contractor shall be paid (without duplication of any items):
1. for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
  2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses.

The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**2.20 Prevailing Party Attorney's Fees**

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

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- 2.20.2 In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with the CFX, failing which the CFX will be deemed the prevailing party in such litigation.
- 2.20.3 For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, “adjusted award” or “adjusted judgment” shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the CFX (exclusive of interest, costs or expenses) on claims asserted by the CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor litigation (exclusive of interest, cost or expense).
- 2.20.4 The term “contested claim” or “claims” shall mean the initial written claim(s) submitted to the CFX by the Contractor (disputed by the CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which the CFX agreed to pay or offered to pay prior to initiation of litigation shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor’s claim(s).
- 2.20.5 Attorney’s fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to the CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.
- 2.20.6 The term “costs” shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines. The term “litigation” shall include arbitration or mediation proceedings.

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- 2.20.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the CFX, and the CFX shall have had sixty (60) days thereafter within which to respond thereto.
- 2.20.8 The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, the CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.
- 2.20.9 Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

**2.21 Binding Arbitration**

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

**2.21.1 Procedure**

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and



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- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph, or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

**2.22 Certified Payrolls**

Based on historical data and its experience with previous landscape maintenance contracts, the CFX has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the specifications, a minimum workforce of forty (40) individuals (with appropriate support equipment/vehicles) must be involved in various maintenance activities on the system on any given day. To assist CFX in verifying the Contractor's compliance with this commitment, the Contractor shall submit certified payroll records for all employees working on the project (up to and including the Project Manager and the Spray Manager) to CFX Landscape Architect at the end of each month along with the monthly invoice. Records shall be submitted for work performed from the date of the Notice to Proceed until the end of the Contract term. The payroll records shall include each worker's name, address, telephone number, classification, number of hours worked each day, starting and ending times of work each day and total hours worked each week.

The submittals shall be on a form acceptable to CFX Landscape Architect. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate notation ("No Work", "Suspended", or "Complete") indicated on the form. The falsification of, or failure to submit, any certified payroll will be grounds for immediate termination of the Contract.



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**2.23 Documented Aliens**

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

The obligations in Section 2.23, Documented Aliens, shall survive the expiration or termination of this Contract and continue in full force and effect.

**2.24 E-Verify Clause**

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

**2.25 Inspector General**

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

The obligations in Section 2.25, Inspector General, shall survive the expiration or termination of this Contract and continue in full force and effect.

**2.26 Companies Pursuant to Florida Statute Section 287.135**

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

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Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

2.27 Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com), and 4974 ORL Tower Road, Orlando, FL. 32807).**

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

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

**2.28 Convicted Vendor List**

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

**2.29 Discriminatory Vendor List**

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

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**2.30 Availability of Funds**

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

**2.31 Assignment**

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

**2.32 Severability**

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

**2.33 Integration**

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

**3.0 GENERAL MAINTENANCE OVERVIEW**

**3.1 Overview**

The landscape maintenance work shall consist of providing all labor, materials, equipment and incidentals necessary to perform:

**A. Turf Maintenance**

1. Main Toll Plazas, CFX Administration & Operations Center, Limited ROW Mowing
2. Mechanical or Chemical Edging and Trimming
3. Litter / Debris Removal and Clipping Clean-up

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- 4. Weed Control
- 5. Insect and Disease Control
- 6. Fertilization
- 7. "No-Mow" Buffer Weed Removal
- B. Shrub, Vine, Groundcover, Tree and Palm Maintenance
  - 1. Pruning
  - 2. Mechanical or Chemical Weed Control
  - 3. Litter and Debris Clean-up and Removal
  - 4. Mulching
  - 5. Fertilization
  - 6. Insect and Disease Control
  - 7. Hand Watering
  - 8. Tree Staking
  - 9. Tree Removal
- C. Automatic Irrigation System Maintenance and Manual Irrigation

The areas to be maintained include, but are not limited to:

- A. Toll Facilities (including Parking and Pedestrian Areas)
- B. Medians, Roadsides, and Slopes
- C. Right of Way Locations (other than Roadsides)
- D. Fence Lines
- E. Roadside Paving, Walls, and Guardrails
- F. CFX Administration and Operations Center

Landscape material to be maintained in these areas include all turf areas and ornamental trees, shrubs, vines, groundcover plantings, and mulched areas located on CFX property as described in Section 1.0 Project Scope.

### 3.2 Annual Landscape Maintenance Schedule

- 3.2.1 Attachment #1 - Annual Landscape Maintenance Schedule outlines all landscape and turf maintenance tasks to be performed during the Contract year in accordance with the specifications. The document is divided into Turf Care tasks, Shrub, Vine, and Groundcover Care tasks, and Tree Care tasks. The Monthly and Weekly Maintenance Schedules prepared by the Contractor shall be based on the Annual Landscape Maintenance Schedule.

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**4.0 MAINTENANCE OPERATIONS AND PROCEDURES**

**4.1 Operation Procedures**

- 4.1.1 Hours of Operation - The Contractor shall perform the maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday excluding CFX holidays (Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive) and unless specified otherwise or directed by the CFX Landscape Architect.
- 4.1.2 Additional Operation Time - Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall first notify the CFX Landscape Architect of its intentions prior to the date of the intended work. The Contractor shall also provide the CFX Landscape Architect with a description of the location and nature of the work, and the estimated duration that the personnel will be on the system. The Contractor shall also provide the CFX Landscape Architect with the name(s) and contact cell phone number(s) of the individual(s) who will be supervising the work if the Contractor's Project Manager does not intend to be on-site. Maintenance personnel found working on CFX property without supervision or without prior notification given to the CFX Landscape Architect shall be directed to leave the CFX property.
- 4.1.3 Proposed Monthly Maintenance Activities Schedule - Prior to the first day of each month, the Contractor shall submit to the CFX Landscape Architect, via email, a Proposed Maintenance Activities Schedule, for the upcoming month. The schedule shall list all chemical applications (fertilizer and pesticide), mowing activities, three- week maintenance cycle locations, periodic maintenance tasks, and any other additional maintenance activities proposed to be performed during the month. All proposed task and applications and their performance locations are to be listed in a calendar format. The schedule is understood to be tentative, with modifications due to adverse weather conditions, task performance, etc., during the month to be expected.
- 4.1.4 Two Week Maintenance Activities Schedule – The Contractor shall submit to the CFX Landscape Architect, via email, a detailed Two Week Maintenance Activities Schedule, based on the monthly schedule, outlining the maintenance tasks and applications to be performed in the upcoming two week period. These schedules shall be updated and forwarded each week. The schedule shall include 3-week cycle crew



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locations on each roadway, mowing operations locations, chemical applications with anticipated daily application locations, periodic contract specified tasks and locations, and any additional maintenance tasks and applications with locations as required by the Contract or requested by the to the CFX Landscape Architect. The proposed sequence of work locations shall be listed for chemical applications to be performed in 1-2 days. The schedule shall be forwarded to the CFX Landscape Architect no later than the Friday afternoon prior to the week scheduled. The Contractor shall contact the CFX Landscape Architect via email or by cell phone, no later than 8:30a.m., to notify him of any changes to the schedule for the upcoming day. No chemical applications shall be performed without prior notification given to the CFX Landscape Architect.

- 4.1.5 Maintenance Activity Documentation - All landscape maintenance activities performed on the CFX system by the Contractor shall be documented daily via an emailed outline of daily work completed. The email shall be forwarded to the CFX Landscape Architect on the next work day following the date of work completion. Required email report format will be forwarded to the Contractor at project start. Pesticide Application Records and Daily Application Inspection Reports documenting all chemical applications performed under this Contract during the previous week shall be submitted to the CFX Landscape Architect on a weekly basis.
- 4.1.6 Action Item Lists - The CFX Landscape Architect will perform periodic inspections of the Contractor's work and of the condition of plant material on the Expressway system. Required maintenance activities, as determined by the CFX Landscape Architect, will be forwarded to the Contractor as an Action Item List. The list may include incomplete or unperformed specified maintenance tasks or applications, treatments for identified plant problems, requested Work Order/New Construction Allowance projects, or general procedural requirements. The Contractor shall schedule and perform all of the items listed in a timely manner. Activities identified as required to be performed within a specified time frame (i.e., incomplete 3-week maintenance task to be complete by the end of the month) must be completed as noted in order for the Contractor to receive full compensation for the work. Any questions, clarifications, requested price proposals, or scheduling conflicts shall be identified by the Contractor and immediately brought to the attention of the CFX Landscape Architect so as not to delay the performance of the listed activities. The CFX Landscape Architect will forward a list identifying any activities required to be performed by the end of the month at least one week prior.
- 4.1.7 The Contractor shall meet with the CFX Landscape Architect every two (2) weeks (at minimum) to review the completion of previous work and the proposed schedule of the upcoming maintenance activities. Additional meetings may be scheduled by the



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CFX that the Contractor shall attend. The meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CFX Landscape Architect or the Contractor. Additional on-site meetings may also be scheduled. The CFX Landscape Architect will prepare and distribute agendas for the meetings as well as minutes of the meetings.

- 4.1.8 The personnel performing the maintenance services outlined within this Scope of Services shall be under the sole responsibility of the Contractor and shall be competent, experienced and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms (pants and shirts).
- 4.1.9 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. A list of all contractor and subcontractor employees shall be provided to the CFX prior to beginning work under the Contract. An updated list shall be forwarded to the CFX whenever there is a change in the Contractor's personnel working on the CFX system.
- 4.1.10 The Contractor shall designate a Project Manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact, on a daily basis, between the CFX Landscape Architect and the contractor. This individual shall maintain at all times a means of being contacted by the CFX Landscape Architect (cell phone) and shall respond to such calls within 2 hours of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the CFX Landscape Architect of the daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by the CFX Landscape Architect.

**4.2 Safety Program**

**4.2.1 Safety Program Plan**

The Contractor shall develop, implement, and maintain a Safety Program Plan for its operations on the site. The plan shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

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The plan shall also include the Contractor's maintenance of traffic plan showing the proposed methods of ensuring safety and minimum interference with the normal flow of traffic on the CFX travel lanes. Approval of the Contractor's plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of Contractor's equipment and/or personnel.

The plan shall comply with all State of Florida, federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

Four (4) copies of a draft of the plan shall be submitted to the CFX Landscape Architect within 30 days after the date of the Notice to Proceed. The CFX Landscape Architect will review the plan and meet with the Contractor to resolve any concerns and to finalize the plan. A final plan, including all corrections/changes required by the CFX Landscape Architect shall be submitted by the Contractor within 60 days after the Notice to Proceed.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public including safety vests that meet current FDOT standards, and, if applicable, gloves, safety goggles, and respirators.

**4.2.2 Operational Requirements**

All vehicles and equipment shall remain clear of all travel lanes at all times when stationary or traveling below posted minimum speeds.

All vehicles and equipment (including trailers, mowers, and "gators") operating on the road shoulders and medians shall be equipped with an amber flashing light that is on and visible from behind at all times while stationary or moving below the minimum speed limit.

Contractor and subcontractor personnel shall place in configuration as delineated on FDOT Design Standards Drawing No. 600 or 611 where any vehicle, equipment, workers or their activities encroach the area closer than 15' but not closer than 2' to the edge of pavement on any CFX road / ramp shoulders and medians.

Signage for vehicles operating on roadside shoulder - placement of temporary Maintenance of Traffic (M.O.T.) devices (warning signage and safety cones) shall comply with the FDOT Design Standards Drawing No. 600 series as a minimum

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requirement where any vehicle, equipment, workers or their activities encroach the area closer than 15' but not closer than 2' to the edge of pavement on any CFX road shoulders and medians. Any stationary work activity occurring on the expressway highways or ramps shall require the placement of a temporary M.O.T. sign at a minimum of 500' behind the vehicle and a maximum of 1,500' behind the vehicle. Signs must be moved forward as vehicle moves. Cones must be placed at a taper behind vehicles and kept off of edge of lane striping.

Maintenance vehicles and equipment working along CFX road shoulders and medians shall be located out of the 'clear zone' (36' from roadway edge) whenever possible, or behind guardrails or overpass structures. No equipment (trucks, trailers, spray "gators", mowers, etc.) shall be parked in the median. Vehicles are allowed in medians only as necessary to pick up trash, debris, equipment, and personnel.

Contractor and subcontractor personnel shall not perform any U- turns in the median or at toll plazas but shall use interchanges for such purposes. This includes the paved median crossings designated for "Emergency Vehicles Only".

Maintenance vehicles and equipment are prohibited from operating on CFX roadside shoulders or medians during peak traffic hours (prior to 9:15 a.m. and after 3:30 p.m.). The Contractor shall ensure that its personnel schedule and perform daily activities such as roadside shoulders or median litter and debris pick-up and roadside shoulders or median chemical applications within the allowed time frame.

Any equipment left on the CFX right-of-way overnight shall be parked out of the 'clear zone' (36' from roadway edge) and as close as possible to the right-of-way line farthest from the travel-way. Service and supply operations shall be conducted as close to the right-of-way line farthest from the travel-way as possible. No equipment shall be parked in the median overnight regardless of the width of the median.

Maintenance personnel found working on CFX property in violation of the above listed safety requirements, shall be directed to immediately leave CFX property.

Mulch trailers may be located within the CFX right-of-way to supply materials for mulching operations with the following restrictions:

- The Contractor receives approval from the CFX Landscape Architect for the trailer's location prior to its placement.
- Trailers shall be placed outside of the 'clear zone' (36' from roadway edge).
- Trailers shall not be located in the roadway median.

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- Trailers shall be clearly marked with signage displaying the Contractor's company name and contact telephone number (3' x 4' minimum) that is visible from the highway.
- Trailers shall be promptly removed from the CFX right-of-way when empty (within ten (10) days).

Mulch trailers located within the CFX right-of-way which do not adhere to the above listed restrictions will be immediately towed without notice. The CFX will not be responsible for any towing or impound fees incurred.

**4.3 Document Control and Information Maintenance**

**4.3.1 Information Dispersal**

Should the Contractor distribute information related to the Contract to others, the Contractor shall document the distribution by completing a letter of transmittal. All distribution of information shall be accompanied by a letter of transmittal with a copy provided to the CFX Landscape Architect identifying:

- Party to whom the information is being transferred
- Origination of the request for transfer
- Name of information being transferred
- Type(s) of information being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all information transfers for updates to the CFX Landscape Architect.

**4.3.2 Verification of Information**

All information provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the CFX Landscape Architect verbally and in writing, upon discovery.

**4.3.3 Ownership of Information**

It is to be understood that all information provided to the Contractor, either by the CFX or third parties, are the sole property of the CFX. The Contractor shall have

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temporary charge of the information while performing contracted services for the project. All information shall be returned to the CFX at the conclusion of the Contract, after which no copies of the information may be kept by the Contractor without the expressed written permission of the CFX.

The CFX shall retain the right to require that the Contractor transfer all Project information to the CFX immediately upon fourteen days written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project information to the CFX.

**5.0 CHEMICAL APPLICATIONS**

- 5.1 The Contractor shall provide a Spray Manager who will be a fulltime employee, other than the Project Manager, to directly supervise all chemical applications. The Spray Manager shall possess the Florida Department of Agriculture's Commercial Pesticide Applicators License with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall perform all chemical applications (pesticide and fertilizer) in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Applications performed which do not meet the following standards and specifications (as determined by the CFX Landscape Architect) shall be promptly re-performed correctly at no additional cost to the CFX. The CFX may elect to withhold payment for applications performed incorrectly other than having the Contractor re-perform the application.
- 5.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida. Prior to the first use of a product on the CFX system, the Contractor shall submit to the CFX Landscape Architect for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed mixing and application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).
- 5.3 The Contractor shall use equipment specifically designed for commercial application of herbicides and as specified for each application as listed in the Contract. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the CFX Landscape Architect.

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- 5.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the CFX for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- 5.5 The Contractor shall complete a daily Pesticide Application Record (provided by the CFX Landscape Architect) for each location where chemical applications are being performed. The Records must be thoroughly and accurately filled out and signed by the Spray Manager prior to submittal. The Contractor shall submit completed Records to the CFX Landscape Architect on a weekly basis. Records may be forwarded via email.
- 5.6 Each spray crew shall be under the direct supervision of the Spray Manager. Direct supervision shall consist of, at a minimum, a daily on-site inspection conducted by the Spray Manager of each spray crew's operation during an application. The Spray Manager shall verify that the proper materials are in use, the correct target plant material is being treated, the correct mixing and application rates are being followed, the proper application techniques are being employed, and that the required personal safety equipment is in use. The Spray Manager shall prepare, sign, and submit a Daily Application Inspection Report which shall list the date, time, and location of the application inspection. The Inspection Report shall also include the applicator's name, chemical applied, target pests, plants treated, mix and application rates, and verification of possession of product label and MSDS. The Reports, signed by the Spray Manager, shall be submitted weekly with the Pesticide Application Records.
- 5.7 The CFX reserves the right to withhold payment for applications performed without the performance of a daily on-site inspection by the Spray Manager and the submittal of the required documentation.
- 5.8 The Contractor shall notify the CFX Landscape Architect of any scheduled treatment prior to the execution of any chemical application. No applications are to be performed without prior notification to the CFX Landscape Architect. The Contractor may be required to re-perform any application performed without prior notification to the CFX Landscape Architect. The CFX may withhold payment for any application performed without prior notification to the CFX Landscape Architect.
- 5.9 The Contractor shall perform the pesticide treatments as specified and as directed by the CFX Landscape Architect as a drench application or foliar application as specified. Drench applications shall be made to the soil in sufficient volume to wet the root zone of individual plants. Foliar applications shall be directed to above ground plant parts to the point of runoff.



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- 5.10 The CFX reserves the right at its sole option to take samples of application spray mixtures from spray crews in the field and have the samples tested to determine if the correct material and mixing rates are being used in accordance with the specifications. The samples will be taken in accordance with industry standards, the containers sealed and labeled on-site, and the samples documented and signed by both the CFX Landscape Architect and the spray applicator. Lab results shall be forwarded to Contractor as well as the CFX. If the spray mixtures are determined to not meet the application specifications, the CFX may require the Contractor to repeat the entire application, to repeat the portion of the application performed on the day during which the sample was taken, or elect to withhold payment for the application

**6.0 TURF CARE**

**6.1 Description**

- 6.1.1 Work to be done consists of mowing, edging and trimming of turf, litter and debris removal, clipping clean-up, grassy and broadleaf weed control, insect and disease control, and fertilizer application at all turf management areas located within the limits of work at the nine (9) CFX Mainline Toll Plazas within the scope of the Contract, the CFX Administration and Operations Center, and right of way locations as delineated in the Turf Management Area Reference Maps (Attachment #2). Weed control and litter and debris removal shall also be performed along right-of-way fence lines directly adjacent to Turf Management Areas and in "No-Mow" buffers as delineated in the No-Mow Area Reference Maps (Attachment #3). See section 9.0 for maintenance requirements for all 'No-Mow' areas.
- 6.1.2 Turf areas are defined as grassed or vegetated areas consisting of all grass; part grass and part succulent weed growth; or all succulent weed growth within the area to be maintained.
- 6.1.3 Turf maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified turf care tasks and applications and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Landscape Architect.
- 6.1.4 Any additional fungicide, insecticide, or selective herbicide applications to turf management areas maintained under this Contract shall be performed by the Contractor as directed by the CFX Landscape Architect and shall be paid for out of the Work Order Allowance.



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- 6.1.5 Re-performance of any turf care task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Landscape Architect), shall be provided at the Contractor's expense. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Landscape Architect.
- 6.1.6 Any turf or ornamental plant material damaged by mowing activities or the use of herbicides or any other chemicals (as determined by the CFX Landscape Architect) shall be replaced by the Contractor, at no cost to the CFX.

**6.2 Mowing**

- 6.2.1 The Contractor shall perform mowing cycles in the turf areas at CFX Mainline Toll Plazas, the CFX Administration and Operations Center, and right of way locations located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2).
- 6.2.2 The quantity and frequency of area mowing cycles are to be performed as listed in the Annual Landscape Maintenance Schedule (Attachment #1). Turf areas at the CFX Administration and Operations Center shall be mowed forty (40) times per year. Turf areas at all Mainline Toll Plazas and the right of way locations on S.R. 408 shall be mowed thirty-six (36) times per year. Turf areas at S.R. 417 at the International Dr. area shall be mowed eighteen (18) times per year. Each mowing cycle in each location shall be completed in its entirety prior to beginning another cycle. This includes edging, trimming and clipping clean up (described below). Missed cycles or cycles performed at greater intervals than listed cannot be made up at a later date.
- 6.2.3 The Contractor shall submit a Proposed Monthly Maintenance Schedule (based on the Annual Landscape Maintenance Schedule) to the CFX Landscape Architect on the first day of each month, indicating the location and frequency of each mowing cycle. The schedule shall be updated weekly if any changes are necessary due to poor weather or other restrictive circumstances.
- 6.2.4 Turf areas at the CFX Administration and Operations Center shall be mowed on the Saturday of each week listed in the Annual Landscape Maintenance Schedule (Attachment #1) in order to avoid conflicts with CFX employee parking. Contractor shall provide required supervisory personnel during the mowing operations.
- 6.2.5 All turf areas are to be mowed to a maximum height of 4" during each cycle, except the Zoysia turf at the CFX Administration and Operations Center, which shall be mowed to a maximum height of 2.5". Various mowing patterns shall be employed to

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prevent ruts in the turf caused by mowers. Turf areas adjacent to retention ponds, ditches, or canals shall be mowed or trimmed to the water's edge each mowing cycle.

- 6.2.6 When work by CFX forces, Florida Department of Transportation forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from mowing any areas, and such conditions are eliminated during the period designated for that mowing cycle, the CFX Landscape Architect may require the Contractor to mow these areas as part of the cycle without penalty for exceeding the time allowed.
- 6.2.7 Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the CFX Landscape Architect, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas may be required to be string trimmed by the CFX Landscape Architect.
- 6.2.8 The equipment used by the Contractor shall be of a type and quantity to perform the work satisfactorily, be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the clippings at all times.
- 6.2.9 Contractor's equipment shall be outfitted with an overhead amber flashing light, which shall be on and visible from all directions when equipment is being operated in the course of the work. All required safety devices shall be properly maintained at all times the equipment is in use.
- 6.2.10 Equipment which damages the pavement, decorative retaining walls, or turf in any way will not be allowed. The Contractor shall be responsible for the prompt repair or replacement of any pavement, wall, or turf damaged by the Contractor's personnel/equipment.
- 6.2.13 All equipment shall be subject to inspection and approval by the CFX Landscape Architect. If the CFX Landscape Architect determines the equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately remove the equipment from service until the deficiency is corrected to the satisfaction of the CFX Landscape Architect.
- 6.2.14 Inspection and approval of the Contractor's equipment by the CFX Landscape Architect shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
- 6.2.15 The Contractor shall perform an annual equipment safety check of all equipment used on CFX property and submit a report to the CFX Landscape Architect for review and

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approval prior to continuation of operation of the equipment on CFX property. The report shall be submitted no later than the 1<sup>st</sup> of February each year.

- 6.2.16 The acceptable performance of the mowing cycle quantities, at the intervals as noted in the CFX Annual Landscape Maintenance Schedule, are the basis for compensation from CFX. Monthly payment for turf care anticipates completion of all listed cycles. Payment for missed cycles shall be deducted from the current month's invoice; the amount being determined using area square footage and pricing from the submitted Price Proposal.

**6.3 Edging**

- 6.3.1 Hard surface and soft surface edging shall be performed along all turf area edges within the limits delineated in the Turf Management Area Reference Maps. Hard surface edging is defined as outlining and/or removing turf from along all sidewalks, driveways (asphalt or concrete) curbs, reinforced earth walls and barrier walls. Soft surface edging is defined as outlining and/or removing turf from all trees rings and planting beds, etc., by the use of a mechanical edger. Roadway edging along highway and ramp paving is not required due to safety concerns.
- 6.3.2 All hard surface edging shall be performed to maintain straight and sharp edges between paving/curbs/sidewalks and turf areas. All hard surface edging shall be completed with each area mowing cycle.
- 6.3.3 All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas to the curves as originally designed, in a clean manner, free of imperfections. All soft surface edging may be completed with each area mowing cycle or at the same frequency as the detailing of plant beds (once every three-week cycle) if chemical edging is performed.
- 6.3.4 All edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris away from roadways and sidewalks.
- 6.3.5 When edging is performed, the proper safety equipment shall be used (i.e., safety glasses, reflective vest, signage, warning light, etc.).
- 6.3.6 Soft surface chemical edging of turf, using a pre-approved herbicide, will be permitted along ornamental planting beds and around tree rings if care is taken to not damage adjacent plantings. Any plant damaged by the use of herbicides, (as determined by the CFX's Landscape Architect), shall be replaced by the Contractor at no cost to the CFX.

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6.3.7 Products containing 'Diquat', 'Imazapyr' or "2-4D" shall not be used anywhere on the CFX system in the performance of this Contract.

6.4 Trimming

6.4.1 All turf areas located within the limits delineated in the Turf Management Area Reference Maps that are inaccessible to mowers such as around guardrails, reinforced earth walls and barrier walls, and/or otherwise unable to be mowed due to obstructions such as trees or other plant material, light poles, fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed to the same height as adjacent mowed areas. All trimming shall be completed during each area mowing cycle.

6.4.2 Trimming shall be performed with the use of a string or line trimmer or other suitable mechanical means.

6.4.3 Care shall be taken when using a string trimmer so as not to damage adjacent plant material or decorative retaining walls. Any plant damaged by the use of a string trimmer (as determined by the CFX Landscape Architect) shall be promptly replaced by the Contractor, at no cost to the CFX. Any damage to decorative retaining walls by the use of a string trimmer shall be promptly repaired by the Contractor at no cost to the CFX.

6.5 Litter Removal and Clipping Clean-up

6.5.1 The Contractor shall pickup and remove all non-hazardous items and obstacles (litter) within the designated turf management areas, such as wood, vegetation debris, tires, glass, cans, plastic products, paper products and other miscellaneous debris, etc. shall be collected and removed weekly – fifty two (52) times per year. The Contractor shall remove all litter located in ditches, swales, and within reach with a rake from the shoreline in any water body occurring within or directly adjacent to designated turf management areas weekly – fifty two (52) times per year. It shall also be the Contractor's responsibility to remove trash and items such as newspapers, magazines, boxes, paper cups, etc. that would be torn, shredded and further subdivided by the mower prior to each cycle. The turf management areas include 9 CFX Mainline Toll Plazas, the CFX Administration and Operations Center (HQ), and all locations shown as "Limit of Turf Care" in the Turf Management Area Reference Maps (Attachment 2). All costs of pickup and removal of litter and debris shall be included in the Contract amount.

6.5.2 All collected litter shall be removed daily. No collected litter shall be left on the property overnight.

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- 6.5.3 All sidewalks, roadways, parking lots, shoulders, fence lines, concrete swales or other structures located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2) shall be immediately swept, blown, or vacuumed to remove any grass clippings and to maintain a clean, well-groomed appearance.
- 6.5.4 All grass clippings shall be kept out of ornamental beds and aquatic ponds. Mowing patterns should be performed which prevent the distribution of clippings in these areas. Contractor must immediately remove any clippings from adjacent ornamental beds in order for the mowing cycle to be considered complete. If clippings cannot be removed successfully to the satisfaction of the CFX Landscape Architect, the Contractor shall install additional pine bark mulch or pine straw mulch as directed, at no expense to the CFX. Where the distribution of grass clippings into adjacent planting beds with pine straw mulch cannot be avoided due to the close proximity of adjacent roadways, the Contractor shall blow clippings off of plant material during each cycle.
- 6.5.5 If excessive quantities of grass clippings (as determined by the CFX Landscape Architect) remain on turf areas directly adjacent to the CFX Administration and Operations Center or any Mainline Toll Plaza buildings, parking lots islands, or entryways following a mowing cycle, the Contractor shall collect and remove the clippings to keep the turf areas clean.
- 6.6 Weed Control
  - 6.6.1 Contractor shall eliminate/kill/remove undesirable weed and brush growth in all paving joints in asphalt and concrete, sidewalks, parking lots, along all guardrails, around roadside structures, along shoulders, edge of pavement, curb and gutter, signs, culvert ends located within or directly adjacent to Turf Management Areas during each mowing cycle. Also eliminate/kill/remove undesirable weed and brush growth inside walled enclosures at the CFX Administration and Operations Center. Treat weed and brush growth by applying a 2.0% solution of Glyphos Pro – 2.0 gallons of Glyphos Pro in 100 gallons of water, (or approved equal). Dead material is to be removed. It is the intent of this activity to make the areas noted above weed free at all times.
  - 6.6.2 Zoysia turf at the CFX Administration and Operations Center – Perform spot applications monthly of the herbicide ‘Celsius’ as necessary to control broadleaf and grassy weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain weed free turf.

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- 6.6.3 Zoysia turf at the CFX Administration and Operations Center – Perform spot applications monthly of the herbicide ‘Certainty’ as necessary to control sedge weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain sedge free turf.
- 6.6.4 Read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein (5.0 - Chemical Applications).
- 6.7 Fertilization
- 6.7.1 The turf fertilizer 16-0-8 and the turf fertilizer 28-0-10 (manufactured by Harrell’s) shall be applied as described below. All turf fertilizer shall be applied (full coverage) according to manufacturer’s instructions at the rates described herein. Fertilizer shall be applied when the turf is dry and not over an early morning dew. Fertilized areas shall be watered following application on the same day, in irrigated areas only. Apply turf fertilizer with rotary broadcast spreaders (approved by the CFX Landscape Architect) and overlap consistently for uniform coverage. Turf fertilizer shall not be applied by hand broadcasting. Application equipment shall be accurately calibrated to ensure that the specified application rate is followed.
- 6.7.2 The Contractor shall comply with and adhere to all aspects of the Orange County Fertilizer Management Ordinance, Chapter 15, Article XVII of the Orange County Code, Section 15-801 through 15-812 in the performance of the specified turf fertilizer applications. Any perceived conflicts with the specifications of the fertilizer applications and the Ordinance requirements shall be brought to the attention of the CFX Landscape Architect prior to performance of the work.
- 6.7.3 The Contractor shall provide the turf fertilizer, 16-0-8, containing the following:
- 16 % total nitrogen consisting of 0.75% nitrate nitrogen, 11.25% ammonium nitrogen, and 4.00% water soluble nitrogen derived from poly sulfur coated urea, ammonium nitrate, and ammonium sulfate.
  - 0% phosphorus (P<sub>2</sub>O<sub>5</sub>).
  - 8% soluble potash (K<sub>2</sub>O) derived from muriate of potash and sulfate potash of magnesia.
- The fertilizer shall include the following minimum percentages of micronutrients:
- 1.06 % Water soluble magnesium (Mg)



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- 0.05 % Manganese (Mn)
- 0.05 % Copper (Cu) derived from copper sulfate
- 3.00 % Iron (Fe)
- 0.02 % Boron (B) derived from sodium borate
- 1.45 % Sulfur (f)
- 9.0 % Calcium

Apply 16-0-8 fertilizer to Bahia / St. Augustine turf at all Main Toll Plazas, roadside areas at SR 408 - Conway Road on and off ramps, Lake Underhill Drive raised planters, and at SR 417 – International Drive as delineated in the Turf Management Area Reference Maps (Attachment #2) one (1) time per year (February) at a rate of 6.5 pounds per 1,000 square feet of turf area or 283 pounds per acre of turf area, unless otherwise directed by the CFX Landscape Architect.

6.7.4 The Contractor shall provide the turf fertilizer, 28-0-10 Polyon Fertilizer 9 month turf blend - produced by Harrell's, containing the following:

- 28 % total urea nitrogen and 22.4% slow release nitrogen derived from polymer coated urea
- 0% available phosphorus (P2O5).
- 10% soluble potash (K2O)

The fertilizer shall include the following minimum percentages of micronutrients:

- 0.477 % Water soluble magnesium (Mg)
- 1.935 % Iron (Fe)
- 0.557 % Manganese (Mn)

Derived from: muriate of potash, polymer coated urea, sulfate of potash-magnesia, iron sulfate, manganese sulfate.

Apply fertilizer to Zoysia and Bahia turf at the CFX Administration and Operations Center two (2) times per year (February, September) at a rate of 10.7 pounds per 1,000 square feet of turf area, unless otherwise directed by the CFX Landscape Architect.



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- 6.7.5 The CFX reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- 6.7.6 Prior to the beginning of each application cycle, the Contractor shall submit an actual certified fertilizer label, legible with the guaranteed analysis for approval to the CFX Landscape Architect.
- 6.7.7 All fertilizers shall be kept out of all water bodies and be removed immediately from all sidewalks, parking lots, and toll plaza driveways.
- 6.7.8 If fertilizer is delivered in bulk, provide documentation of chemical composition and weight at time of application. If bags of fertilizer are used, provide a sample individual bag tag, as well as product purchase and delivery receipts to CFX Landscape Architect to verify weight and content. A listing of bag usage applied per area shall be documented using the daily Pesticide Application Record. The Record along with the Spray Manager's Inspection Report shall be forwarded to the CFX Landscape Architect.
- 6.7.9 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer will not be acceptable for application.
- 6.8 Insect and Disease Control
  - 6.8.1 All turf areas located within the limits delineated in the Turf Management Area Reference Maps shall be continuously monitored for infestations of insects (including fire ants, mole crickets, and nematodes) and shall be treated immediately as specified or as directed by the CFX Landscape Architect for proper control. Contractor shall note all treatment applications on daily Pesticide Application Record forms submitted to the CFX Landscape Architect on a weekly basis.
  - 6.8.2 All fire ant mounds located in turf and paved areas within the turf management areas are to be spot - treated with 'Orthene' insecticide whenever mounds are observed. Applications shall be performed during each 3-week maintenance cycle. 'Live' mounds should be treated and avoided during the mowing cycle immediately following the treatment. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle.
  - 6.8.3 Zoysia turf at the CFX Administration and Operations Center – Perform two (2) blanket applications (March and August) of 'Topchoice' granular insecticide to

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control fire ants, mole crickets, etc. Apply 'Topchoice' at a rate of 2 lbs. / 1,000 square feet of turf. Remove any excess product from adjacent paved areas. Water in application upon completion.

- 6.8.4 Zoysia turf at the CFX Administration and Operations Center – Perform three (3) blanket applications (March, November, or as directed by the CFX Landscape Architect) alternating between Cleary's 3336 (2x – March at 14 day interval) and Heritage (1x –November) fungicides. Apply Cleary's 3336 at 4.0 oz / 1,000 square feet of turf and apply Heritage at 0.4 oz / 1,000 square feet of turf.
- 6.8.5 Nematode and other insect infestations shall be immediately reported to the CFX Landscape Architect who will give specific direction as to the proper treatment. The Contractor shall perform the specified treatment within the time frame directed by the CFX Landscape Architect. Payment for 'as directed' treatments will be from the Work Order/New Construction Allowance.

**7.0 SHRUBS/VINES/GROUND COVER CARE**

**7.1 Description**

- 7.1.1 The work consists of providing all labor, materials, equipment and incidentals necessary to perform the landscape maintenance of ornamental shrubs, vines, groundcovers, and mulched areas at nine (9) CFX toll facilities included within the scope of the Contract, the CFX Administration and Operations Center, and right of way locations as described in Section 1.0 Project Scope. Detailing of all planted and mulched areas located within the project limits on the CFX system shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Three-week detailing cycles include pruning, grassy and broadleaf weed control, removal of damaged / diseased / dead plant material, litter and debris removal, supplemental watering, mulching, raised planter wall gutter cleaning and sign clearing. Chemical applications for insect, disease, and weed control, and fertilizer applications shall be performed periodically as described below and as directed by the CFX Landscape Architect.
- 7.1.2 Shrub, vines, and ground cover maintenance activities shall be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The schedule lists the frequency and intervals of all specified maintenance tasks and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Landscape Architect.

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- 7.1.3 The Contractor shall apply various fungicides, insecticides, selective herbicides, and fertilizers to plant material located at the mainline toll plazas, the CFX Administration and Operations Center, and along all roadways within the project limits as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1) unless directed otherwise by the CFX Landscape Architect. Additional 'as directed' applications shall be performed as described herein when directed by the CFX Landscape Architect.
- 7.1.4 Re-performance of any shrub and ground cover maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Landscape Architect), shall be provided at the Contractor's expense. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Landscape Architect.
- 7.1.5 Any turf or ornamental plant material damaged due to improper maintenance activities or the improper use of herbicide, insecticides, or fungicides or incomplete or non-performance of specified herbicide, insecticide, or fungicide applications (as determined by the CFX Landscape Architect) shall be replaced and established to the CFX satisfaction by the Contractor, at no cost to the CFX. Replacement plant material shall match the size of the existing plant at the time that the damage occurred (see section 11.0 Plant Replacement).

**7.2 Pruning**

- 7.2.1 The Contractor shall perform maintenance pruning of all ornamental shrubs and ground covers during each 3-week detailing cycle, as necessary, to remove dead material (including dead seed heads and leaf blades in African iris plantings and dead sections of dune sunflower plantings); to maintain separation between different plant types when unsightly overgrowth is occurring; and to keep vegetation confined within the planting beds and not encroaching on turf areas, roadways, pedestrian walkways, and adjacent structures (guardrails, signage, fences, buildings, walls, drainage ways when flow of water is obstructed, etc.). Maintenance pruning of all ornamental shrubs shall also be performed during each 3-week detailing cycle, as necessary to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, pedestrian crossings, ramp interchanges, etc. Maintenance pruning of ornamental plantings shall be performed with hand shears to allow for proper shaping and clean cuts of pruned branches. The use of gas-powered shears shall be limited to the annual pruning cycle and allowed "hedge shearing" as described below.

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- 7.2.2 Shrubs and groundcovers located along the system roadsides shall not be pruned into formal shapes, referred to as “hedge shearing” unless directed by the CFX Landscape Architect. Hedge shearing shall be performed at Mainline Toll Plazas, limited areas at ramp toll booths, and the CFX Administration and Operations Center as directed by the CFX Landscape Architect. Hedge shearing of shrubs at Main Toll Plazas and the CFX Administration and Operations Center such as Viburnum sp., Indian Hawthorn, Confederate and Asiatic Jasmine, and Loropetalum shall be performed during each 3-week cycle to maintain a neat appearance, create separation between plants, and to provide a clear view of the toll lanes from inside the toll plaza building. Hedge shearing shall be performed during each 3-week cycle to Confederate Jasmine plantings not located at Main Toll Plazas to maintain a neat appearance, keep the plant height to 18” maximum, and to keep vegetation off of adjacent walls, curbs, gutters, fences and adjacent plant material. Desirable Confederate Jasmine growth on some Right of Way fence lines, as determined by the CFX Landscape Architect, shall only have dead material and weed growth removed.
- 7.2.3 Sand Cord Grass, Vetiver Grass, and Fakahatchee Grass shall be severely pruned once a year to a uniform height of 18", beginning in December and to be completed by the end of January in the first year of the Contract. The pruning of the listed ornamental grasses shall be performed beginning in November and to be completed by the end of December in all subsequent years of the Contract. Dwarf Fakahatchee grass and Gulf Muhly grass shall not be pruned. Pampas Grass plantings shall not receive a severe annual pruning but shall have dead leaf blades and bloom stalks carefully removed as directed by the CFX Landscape Architect. Where pine straw mulch is present in the planting bed, approximately 25% of the clippings from the pruned Cord Grass (not Fakahatchee Grass) shall be spread evenly throughout the bed. The remaining 75% of the Cord Grass clippings shall be removed from the planting beds and properly disposed of off-site unless directed otherwise by the CFX Landscape Architect. All clippings from pruned Fakahatchee Grass and Vetiver Grass shall be removed from the planting beds and properly disposed of off-site. Cord Grass clippings shall not be dispersed in areas with pine bark mulch.
- 7.2.4 Ornamental grasses located at S.R. 417 - International Drive landscape improvements (i.e., Dwarf Reed Grass, Becca Grass, Tasred Flax Lily, Breeze Grass, Nafray Fountain Grass, Bamboo Grass) shall be pruned beginning in December and to be completed by the end of January in the first year of the Contract. The pruning of the listed ornamental grasses shall be performed beginning in November and to be completed by the end of December in all subsequent years of the Contract. Pruning heights for the various grass species vary between 18” and 24” and shall be as directed by the CFX Landscape Architect.

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- 7.2.5 All oleander plantings shall be severely pruned once every year, beginning in January and to be completed by the end of February. Oleanders shall be pruned to approximately 36"-48" height (2"-3" above the previous year's pruning height if possible) at roadside locations and to 6'-0" height at right of way edge locations, unless otherwise directed by the CFX Landscape Architect. Dwarf oleander plantings shall not be pruned unless otherwise directed by the CFX Landscape Architect. Contractor shall have initial pruning heights approved by the CFX Landscape Architect prior to proceeding with entire pruning effort. Areas pruned to incorrect heights prior to approval shall be re-pruned at no additional cost to the CFX.
- 7.2.6 All eleagnus plantings shall be severely pruned once every year in March to approximately 48" height at roadside locations and only the vertical face of plantings shall be pruned at right of way fence line locations to contain the plantings within the bed area. Eleagnus plantings located directly adjacent to right of way fence lines shall be pruned as necessary to maintain 24" of clear zone between the plant material and the fence fabric.
- 7.2.7 All Plumbago, Dune Sunflower, Firecracker Plant, and Lantana plantings shall be severely pruned once every year to approximately 12" height or as directed by the CFX Landscape Architect, beginning in March and to be completed by the end of April.
- 7.2.8 During each three week maintenance cycle, all Dune Sunflower plantings shall have all dead material carefully pruned out of the beds taking care not to disturb the remaining root material.
- 7.2.9 All Confederate Jasmine and Asiatic Jasmine plantings shall be tipped pruned / hedge sheered to approximately 12" - 18" height or as directed by the CFX Landscape Architect, during each three week maintenance cycle. Pruning shall also be performed to keep vegetation off of adjacent walls, signs, structures, fences, and adjacent plant material.
- 7.2.10 All Fire Bush, Texas Sage, Primrose Jasmine, and Bauhinia plantings shall be severely pruned to 30" height or as directed by the CFX Landscape Architect, once every year during April.
- 7.2.11 All Bougainvillea plantings shall be severely pruned to approximately 24" height or as directed by the CFX Landscape Architect, two times a year in May and September.



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- 7.2.12 All Perennial Peanut shall be pruned / mowed to approximately 6" height or as directed by the CFX Landscape Architect, four times a year in March, June, August, and November.
- 7.2.13 Juniper groundcovers and hedge material shall have dead / damaged material carefully pruned out in February prior to the March fungicide application to control Phomopsis Blight. Contractor shall continue to monitor and prune out dead material when found and as directed by CFX Landscape Architect. Prune 3" below damaged shoots and ensure that pruning equipment / clippers are sterilized after each cut by dipping the equipment in a pre-approved solution (alcohol, 1 part bleach / 3 parts water mix, or a commercial product). Solution and pruning technique must be pre-approved by the CFX Landscape Architect. The pruning and equipment sterilization procedure are to be followed every time dead material is removed from any juniper planting on the system.
- 7.2.14 All plant material located directly adjacent to Right of Way fence lines shall be pruned as necessary to maintain 24" of clear zone between the plant material and the fence fabric.
- 7.2.15 All plant material located within the raised median planter on S.R. 408 shall be pruned during each 3-week detailing cycle, as specified herein, and as directed by the CFX Landscape Architect to keep vegetation contained within the planter walls and not extending into the adjacent median shoulder "clear zone". Agave and Yucca plantings shall have "leaves" that extend over planter wall pruned at plant base only, not "tip pruned". Agave and Yucca bloom stalks shall be removed as directed by CFX Landscape Architect. Declining Agave and Yucca plants shall be removed following bloom as directed by the CFX Landscape Architect. Agave and Yucca "pups" shall be thinned, removed, or remain as directed by the CFX Landscape Architect following bloom.
- 7.2.16 The Contractor shall ensure that no clippings or debris generated from annual pruning operations are left along the roadways or behind guardrails overnight. Pruning efforts are to be coordinated so that all pruned material is collected daily and disposed of offsite.
- 7.2.17 During each 3-week detailing cycle, and/or as directed by the CFX Landscape Architect, pruning shall be performed as necessary to remove branches and vegetation damaged by storms, traffic accidents, etc., as part of the Contract. Repair of damaged areas such as re-grading and replanting shall be paid for from the Work Order Allowance. Cleanup activities following named storms shall be performed as part of the Contract, while any additional dump fees required shall be paid for out of

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the Work Order Allowance (submit receipts with invoice). Allowance shall be made for the postponement of scheduled maintenance tasks in order to complete the clean-up activities.

- 7.2.18 During each 3-week detailing cycle and/or as directed by the CFX Landscape Architect, pruning shall also be performed, as necessary, to eliminate sight distance blockage at ramp interchanges, interfering with various site elements, traffic control/information signs, mileage markers, Wrong Way warning signs, etc., as well as to keep vegetation from extending over guardrails and sound walls. Contractor shall continuously monitor and maintain 500 feet of clear visibility distance (from outside "slow" lane) to all roadside signage.

**7.3 Weed Control**

- 7.3.1 The Contractor shall continuously maintain all mulched areas free of weeds by hand pulling or by chemical means, as environmental, horticultural, and weather conditions permit. Weed control in planting beds and tree rings by mechanical means such as string trimmers / weed eaters is strictly prohibited. Thorough weeding of all planting beds, mulched areas, and tree rings in each designated roadway landscape maintenance area shall be performed during each 3-week detailing cycle. All planting beds, mulched areas, and tree rings, from fence to fence, within each maintenance area shall be free of weeds prior to the maintenance personnel moving on to the next area. The generated debris collected shall be removed from the site before leaving the site for the day.
- 7.3.2 The Contractor shall also continuously maintain all roadway and sidewalk paving areas directly adjacent to any mulched areas free of weeds by hand pulling or by chemical means. This includes roadside paving areas in front of guardrails that are adjacent to planted and/or mulched areas maintained under this Contract. Weeds shall be controlled to the edge of asphalt paving along roadways. The work shall be performed in conjunction with and as specified above in specification 7.3.1
- 7.3.3 2.0% solution of Glyphos Pro (2.0 gallons of Glyphos Pro in 100 gallons of water) (or approved equal) may be spot sprayed as a post-emergence herbicide. Exercise caution to prevent over-spray onto desirable plants. The application mixture shall also include 'Brace' anti-drift material, or an approved equal, and an approved indicator dye. Follow label rates for the drift retardant and indicator dye. Use sufficient indicator dye so that the application progress may be monitored. Remaining visible weed growth, killed by herbicide application, shall be removed and disposed of off-site.



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- 7.3.4 During each 3-week maintenance cycle the Contractor shall control weeds with a 2.0% solution of Glyphos Pro (or approved equal) along all fence lines, including right-of-way fence lines, located within turf management areas and located adjacent to any ornamental planting bed maintained under this Contract. Apply the solution on a non-windy day and use anti-drift material to reduce droplet size. Dead vegetative material shall be entirely removed from the vertical surface of the fence fabric during subsequent cycles Fence lines that are separated from adjacent planting beds by turf areas maintained by others are not required to be treated.
- 7.3.5 During each 3-week maintenance cycle the Contractor shall control all weeds with a 2.0% solution of Glyphos Pro (or approved equal) located within the asphalt or concrete paving adjacent to any roadside ornamental planting bed or turf management areas maintained under this Contract. This includes any paving, wall, or guardrail locations were planting beds / mulched areas are directly next to these structures and not separated by any turf area maintained by others. All dead weed material shall be removed during the following maintenance cycle.
- 7.3.6 The post-emergence herbicides "Fusilade II" or "Certainty" may be sprayed "over the top" of non-grassy ornamentals for the selective control of actively growing grassy weeds. "Fusilade II" or "Certainty" shall not be used on Sand Cord Grass, Gulf Muhly Grass, Fakahatchee Grass, or other ornamental grass plantings. Follow label rates and instructions for the use of selective herbicide applications. Any plant material damaged by the application of selective herbicides shall be replaced by the Contractor as directed by the CFX Landscape Architect at no additional cost to the CFX. The Contractor perform two (2) blanket applications of a combination of Gallery 75DF and Pennant Magnum pre-emergence herbicides twice (2x) a year; mid-January to mid-February and May to control weed seed germination in all planting beds, mulched areas, and tree rings. Apply Gallery 75DF at a mixing rate of 16 ounces / 100 gallons of water and Cleary's Pennant Magnum at a mixing rate of 32 fluid ounces / 100 gallons of water. The application shall be performed at a rate of 2.3 gallons of mixture / 1,000 sf of planting area (100 gallons of mixture / acre). The application mixture shall also include 'Brace' anti-drift material, or an approved equal, and an approved indicator dye. Follow label rates for the drift retardant and indicator dye. Use sufficient indicator dye so that the application progress may be monitored. Avoid contact of the pre-emergence herbicide spray mixture with concrete paving, stone, wood or other porous surfaces to avoid staining.
- 7.3.7 Contractor shall submit a daily Pesticide Application Record (provided by the CFX Landscape Architect) reporting the herbicide application activities to the CFX Landscape Architect. Reports to be submitted via email on a weekly basis. (See section 5.0 - Chemical Applications).

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**7.4 Litter and Debris Removal**

- 7.4.1 The Contractor shall be responsible for the pickup and removal of all non-hazardous items and continuously maintain all planting and mulched areas, No-Mow Areas, adjacent pond or ditch edges, and limited paving and other 'hardscape' areas free of litter and debris. Litter and debris includes, but is not limited to, all plastic and paper products, cans, glass, wood, rocks, bricks, pieces of concrete, tires, dead animals, palm fronds, palm boots, branches or limbs smaller than 10' long and 4" diameter. Limited paving areas include sidewalks, parking areas and driveways at all Main Toll Plazas within the scope of the Contract, the CFX Administration and Operations Center, and along guardrails, curb/gutter areas, and concrete swales directly adjacent to planting beds and turf areas maintained under this Contract.
- 7.4.2 Thorough removal of all litter and debris from all planting and mulched areas (and limited paving areas) shall be performed during each 3-week detailing cycle (with additional cycles performed as directed in sections 7.4.3 – 7.4.5). All planting beds and tree rings, from right of way fence to right of way fence, within the project limits shall be free of all litter and debris. The generated material shall be collected and removed from the site prior to the maintenance personnel moving on to the next area or leaving the site for the day. Mulch, fronds, boots, and other plant debris on paving areas and roadside shoulders adjacent to planting areas shall also be collected and removed.
- 7.4.3 Removal of litter and debris shall be performed once (1) a week at all S.R. 408 roadside planting beds inside of the sound walls and at all ramp locations down to surface streets from Interstate 4 to South Chickasaw Trail.
- 7.4.4 Removal of litter and debris shall be performed once (1) a week within limits of the CFX Administration and Operations Center property as listed in the Annual Landscape Maintenance Schedule (Attachment #1). The Contractor shall be responsible for blowing of all paved areas, raking of turf areas, and providing manual labor as necessary to collect, pickup and remove all litter, magnolia leaves, fronds, displaced bark mulch, and debris. The work is to be performed and completed in the early morning (prior to 8:00 am). Building entry areas shall be treated first to minimize disruptions to CFX employees arriving to work. Magnolia leaves shall be collected and removed from Asiatic jasmine beds during each cycle. Weekly cycles shall be scheduled so that they are performed on the morning of each of the monthly CFX Board Meetings. An annual schedule of the meeting dates shall be provided by the CFX Landscape Architect.
- 7.4.5 Removal of litter and debris shall be performed once (1) a week at all Main Toll Plazas within the scope of the Contract

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7.4.6 All collected litter shall be removed daily. No collected litter shall be left on the project property overnight.

7.5 Mulching

7.5.1 The Contractor shall furnish and apply pine bark nuggets and pine straw mulch at ornamental planting beds, tree rings, and base of raised planter walls each year beginning in May and completing the application by the end of July, or as directed by the CFX Landscape Architect. "No-mow" buffer plantings shall not be mulched. The pine bark mulch shall be pine bark medium nuggets, 2" in size with no impurities such as foreign matter, large pieces of un-decomposed or shredded bark, or weed seeds. The pine bark mulch shall be clean, rustic in color, and shall smell fresh with no objectionable odor. The pine straw mulch shall be dry pine needles, free of noxious weeds.

7.5.2 The Contractor shall furnish and apply pine straw mulch for a second annual "limited" application at ornamental planting beds, tree rings, and base of the raised planter walls along S.R. 408 "Urban Corridor" - along Anderson Ave. and South St. from Delaney Ave. to Lake Underhill Rd. and along Lake Underhill Rd. from Conway Rd. to Goldenrod Rd. to be performed during the month of November, or as directed by the CFX Landscape Architect.

7.5.3 The pine bark mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the ornamental planting areas and individual tree rings at all Mainline Toll Plazas and ramp toll booths within the scope of the Contract, the CFX Administration and Operations Center, and the S.R. 408 raised median planter each year beginning in May and completing in July. The limits of bark mulch applications at main toll plazas and toll booths shall match previous applications. At toll booth locations where previous applications are not evident, limit the bark mulch to 150' along the ramp in both directions from the toll booth structure, or apply as directed by the CFX Landscape Architect. If existing bark mulch depth is sufficient in some areas, only a top dressing is required. The Contractor shall submit a representative sample of the bark mulch to the CFX Landscape Architect for approval prior to performing the work.

7.5.4 The pine straw mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the remaining ornamental planting areas, non-planted mulch areas, and individual tree rings located within the Contract limits (excluding No-Mow area plantings) that did not receive pine bark mulch and as directed by the CFX Landscape Architect.

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- 7.5.5 Clippings left in place from the annual pruning of cord grass shall be dispersed throughout adjacent beds prior to installing pine straw mulch. Pine straw mulch shall cover all clippings. Measured 3" settled depth to include clippings.
- 7.5.6 The Contractor shall remove all mulch that has been displaced onto adjacent roadways, shoulders, drainage structures, turf areas, etc. during each 3-week detailing cycle.
- 7.5.7 The Contractor shall submit a request for approval to the CFX Landscape Architect prior to placing mulch supply trailers on CFX property. See Section 4.2.2 - Operational Requirements for additional restrictions regarding mulch trailer usage.
- 7.5.8 Pine bark mulch and pine straw mulch shall comply with all applicable State of Florida mulch and compost laws and regulations. If mulch is delivered in bulk, provide documentation of content, quantity and weight at the time of application.

**7.6 Fertilization**

- 7.6.1 The ornamental shrub and groundcover fertilizer shall be granular 13-0-13 and shall be applied as described below. The Contractor shall provide the shrub and groundcover fertilizer, 13-0-13, containing the following:
- 13 % total nitrogen (containing 4.98 units of slow release nitrogen) derived from poly sulfur coated urea, ammonium sulfate, activated sewage sludge.
  - 0% phosphorus.
  - 13% potash (K<sub>2</sub>O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 2.00 % Water soluble magnesium (Mg)
- 0.19 % Manganese (Mn)
- 0.06 % Copper (Cu)
- 3.00 % Iron (Fe)
- 0.06 % Zinc (Zn)
- 0.02 % Boron (B)
- 7.44 % Sulfur (f)

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- 0.0005 % Molybdenum (Mo)
- 4.0 % Calcium (Ca)

- 7.6.2 Fertilizer shall be applied to all planting areas and tree rings (including all trees in No-Mow areas - except pines) three (3) times per year (March, June and September) at a rate of 7.5 pounds per 1,000 square feet of ornamental planting bed / tree ring or 327 lbs/acre, unless directed otherwise by the CFX Landscape Architect. Fertilizer may be applied by hand or by a mechanical spreader (approved by the CFX Landscape Architect) insuring uniform coverage. Application by hand shall be accurately performed or equipment shall be accurately calibrated to ensure that the specified application rate is followed. Fertilizer shall be applied to soil surface around each plant and not on plant crown. Fertilizer shall be applied when the shrub and groundcover material is dry and not over an early morning dew. Contractor to ensure that fertilizer is not left on foliage causing leaf burn.
- 7.6.3 Prior to the beginning of each application cycle, the Contractor shall first submit a copy of a state inspection of analysis of a random sample of the delivered fertilizer to be applied along with an actual certified fertilizer label for approval. If the fertilizer analysis does not meet or exceed the guaranteed analysis as stated on the product label (as determined by the CFX Landscape Architect), the entire shipment may be rejected. The Contractor may request that a different random sample of the delivered fertilizer be re-analyzed for approval prior to replacing the entire shipment. The Contractor shall submit an actual certified fertilizer label, legible and otherwise suitable condition to the CFX Landscape Architect for filing.
- 7.6.4 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer shall not be acceptable for application.
- 7.6.5 All fertilizer shall be kept out of water bodies and be removed immediately from all paved surfaces, concrete swales, walks, parking lots, and roadways.
- 7.6.6 If fertilizer is delivered in bulk, submit to the CFX Landscape Architect documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide a sample bag tag and all product purchase and delivery receipts to CFX Landscape Architect to verify weight and content.
- 7.6.7 Daily Pesticide Application Records listing the fertilizer applied, rate of application, amount of fertilizer applied, and location of application shall be submitted to the CFX Landscape Architect on a weekly basis.

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**7.7 Insect and Disease Control**

- 7.7.1 All landscape areas shall be continuously monitored (scouted) for infestations of insects, (aphids, mites, thrips, caterpillars, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify the CFX Landscape Architect of discovered infestations/diseases and request directions for proper treatment. The CFX Landscape Architect shall also make periodic inspections of landscape areas to identify any infestations of insects or diseases and shall give directions to the Contractor for proper treatment. Once given application directions from the CFX Landscape Architect the Contractor shall perform the treatment for proper control within one week of notification or shall inform the CFX Landscape Architect within three days of notification of a proposed later application date. The CFX Landscape Architect shall determine if the application should take precedence over the performance of other scheduled tasks. Any treatments requiring multiple applications shall be performed at the intervals specified.
- 7.7.2 Applications required to control identified infestations of insects and plant diseases which threaten the health and vigor of existing plant material (other than the preventative applications listed in subsection 7.7.7) shall be performed as directed by the CFX Landscape Architect as part of this Contract. Payment for applications will be made from the Work Order/New Construction Allowance.
- 7.7.3 The Contractor shall follow all requirements as specified in section 5.0, Chemical Applications, for the performance of all pesticide and fungicide applications.
- 7.7.4 The Contractor shall notify the CFX Landscape Architect of any scheduled treatment prior to the execution of any chemical application. No applications shall be performed without prior notification to the CFX Landscape Architect. The Contractor may be required to re-perform any application performed without prior notification to the CFX Landscape Architect.
- 7.7.5 All over spray shall be prevented and contact with the public, their property or pets shall be strictly avoided.
- 7.7.6 All fire ant mounds located in planting areas or on paving areas directly adjacent to planting areas are to be spot- treated with 'Orthene' insecticide whenever mounds are observed. Applications shall be performed, at minimum, during each three (3) week maintenance cycle (17 cycles / year). Previously treated, non-active mounds shall be knocked down during the next detailing cycle and the soil dispersed and then covered with mulch. Re-treat mounds as necessary to kill ant colony.



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- 7.7.7 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.
- 7.7.8 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1).:
- Cord grass, Fakahatchee grass, Dwarf Fakahatchee grass, Vetiver grass, Gulf Muhly grass – Perform one (1) drench spray application (January) (following the completion of the annual Cordgrass, Fakahatchee, Vetiver grass pruning) with Prescription Treatment Ultra-Fine Oil to control scale. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply directly into pruned plant crown (drench) to thoroughly coat all leaf blade surfaces. Applications may be made to sections of pruned grasses as the pruning proceeds in order to expedite the work.
  - Nerium Oleander and Dwarf Oleander - Perform one (1) foliar / stem drench application with 'Prescription Treatment Ultra-Fine Oil' (March) to control Snow Scale. Apply 'Prescription Treatment Ultra-Fine Oil' at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all stem surfaces. Perform application immediately following annual pruning.
  - Junipers (including Southern Red Cedars and Torulosa Junipers) (not located at Main Toll Plazas) - Perform two (2) foliar applications (June – repeat at 7 day interval) with 'Ardent' - or as directed by the CFX Landscape Architect, to control mites. Apply 'Ardent' at the mixing rate of 6.0 fluid ounces / 100 gallons of water. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Prune dead / damaged material prior to application as directed.
  - Coontie Palms (including at Main Toll Plazas and the S.R. 408 raised median planter) - Perform four (4) foliar applications with Prescription Treatment Ultra-Fine Oil (2x) (March – repeat at 7 day interval) and (2x) (as directed – repeat at 7 day interval) to control scale. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Follow up 2<sup>nd</sup> oil applications at a (2) week interval with pressure washing of plant material (April and July) to remove sooty mold.



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- All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas, the CFX Administration and Operations Center, and the S.R. 408 raised median planter (except Yucca, Agaves, and other succulents) - Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area.
- All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas, the CFX Administration and Operations Center, and the S.R. 408 raised median planter (except Yucca, Agaves, and other succulents) - Perform six (6) foliar applications alternating with a tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x) (March - repeat at 14 day interval) alternating with 'Heritage' (2x) (May - repeat at 28 day interval - June) and followed by another tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x) August - repeat at 14 day interval) Foliar Apps for Leaf Spot, etc. Apply 'Cleary's 3336' at a mixing rate of 12 fl oz and 'Flowable Mancozeb' at a mixing rate of 32 fl oz / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Spray foliage to cover upper and lower surfaces of leaves.
- All Plant Material at Main Toll Plazas, the CFX Administration and Operations Center, and the S.R. 408 raised median planter (except Yucca, Agaves, and other succulents) and all Oleander, Fakahatchee, Coontie, and Plumbago Plantings - Perform two (2) drench applications with 'Merit 2F' insecticide (1x) - April following annual pruning of Plumbago and (1x) as directed by the CFX Landscape Architect for Thrips, Aphids, Scale, and Caterpillars. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water and apply at 10 gallons of mixture / 1,000 square feet of bed area. **DO NOT APPLY TO FIREBUSH.**
- All Plant Material at Main Toll Plazas and the CFX Administration and Operations Center (except ornamental grasses, and coontie palms), and all Oleander, Fakahatchee, and Plumbago Plantings - Perform two (2) foliar applications with 'Conserve SC' (2x) (June-repeat at 7 day interval) or as directed by the CFX Landscape Architect, to control Thrips. Limits of application locations based on scouting. Apply 'Conserve SC' at a mixing rate of 11.0 fl oz / 100 gallons of water. Provide complete and uniform coverage to all plant leaf (upper and lower) surfaces and stem surfaces.
- All Plant Material at Main Toll Plazas and the CFX Administration and Operations Center (except ornamental grasses, and coontie palms), and all

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Oleander, Fakahatchee, and Plumbago Plantings – Perform two (2) foliar applications alternating with 'Ardent' (1x) followed at a 14 day interval by 'Tristar' (1x) combined with 'Lure' (1x) insecticide (September) as directed by the CFX Landscape Architect to control Thrips. Limits of application locations based on scouting. Apply 'Ardent' at a mixing rate of 8.0 ounces / 100 gallons of water. Apply 'Tristar' at a mixing rate of 5 oz / 100 gallons of water. Tristar spray mixture to include Lure at a mixing rate of 32 oz / 100 gallons of water and A-S Complex spreader sticker. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Localized applications may be directed to control limited pest pressure.

- All Plant Material at Main Toll Plazas, the CFX Administration and Operations Center, and the S.R. 408 raised median planter (except Yucca, Agaves, and other succulents), Dune Sunflower, and Junipers (including Southern Red Cedars and Torulosa Junipers) (not located at Main Toll Plazas) - Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area.
- All Plant Material at Main Toll Plazas, the CFX Administration and Operations Center, and the S.R. 408 raised median planter (except Yucca, Agaves, and other succulents), Dune Sunflower, and Junipers (including Southern Red Cedars and Torulosa Junipers - not located at Main Toll Plazas) - Perform six (6) foliar applications alternating with a tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x-March - repeat at 14 day interval and 2x-August- repeat at 14 day interval) alternating with 'Heritage' (2x-May to June – repeat at 28 day interval) Foliar Apps for Leaf Spot, Powdery Mildew, and Phomopsis Blight.. Apply 'Cleary's 3336' at a mixing rate of 12 fl oz and 'Flowable Mancozeb' at a mixing rate of 32 fl oz / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Spray foliage to cover upper and lower surfaces of leaves.
- Fakahatchee grass, Vetiver grass - Perform two (2) spray / drench applications with 'Ardent' (2x at 7 day interval) following 2<sup>nd</sup> late season pruning to control identified Scale and Mite damage. Grasses in entire planting bed (not just damaged plantings) (or as directed by the CFX Landscape Architect) are to first be pruned to 18" height. Apply 'Ardent' at the mixing rate of 6.0 fluid ounces / 100 gallons of water. Apply directly into pruned plant crown to thoroughly coat all leaf blade surfaces. Apply Ardent to dwarf Fakahatchee grass, as well (do not prune dwarf Fakahatchee grass).

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- Oleanders and Fire Bush – Perform two (2) foliar applications with 'Bifen IT' as directed by the CFX Landscape Architect to control caterpillars and aphids. Apply 'Bifen IT' at the mixing rate of 21.7 ounces / 100 gallons of water. Localized applications may be directed based on scouting to control limited pest pressure.

7.7.8 All specified applications shall be performed on schedule as listed in the Annual Landscape Maintenance Schedule (Attachment #1). CFX reserves the right to cancel any application that is not performed on schedule and to deduct the cost of the application (based on the submitted Bid Form) from the Contractor's monthly compensation. Prior to the scheduled performance of an application, the Contractor may request a postponement or adjustment of its execution date for consideration by the CFX Landscape Architect. A postponement request does not relieve the Contractor of its obligation to perform the application on schedule as specified.

7.7.9 The Contractor shall perform all specified or directed applications at the specified intervals, with the specified mixing and application rates, using the correct application technique, and including all specified additives as listed above or as directed by CFX Landscape Architect.

7.7.10 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the CFX Landscape Architect) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Landscape Architect. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.

7.8 Hand Watering

7.8.1 If determined necessary for the survival of existing plant material during periods of severe drought or to establish replacement plant material, the Contractor shall promptly provide hand watering, as directed by the CFX Landscape Architect, for all plant material not fully covered by irrigation. Hand watering shall be paid for out of the Work Order/New Construction Allowance at an agreed unit price per 2,000 gallons.

7.8.2 Water source for all hand watering shall be provided by the Contractor. All watering equipment shall be provided by and be the responsibility of the Contractor.

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- 7.8.3 Water trucks shall be provided by the Contractor as directed by the CFX Landscape Architect. Water trucks shall be equipped with a rear mounted arrow board that adheres to current MUTCD standards while operating on roadsides. A safety vehicle shall be provided by the Contractor and shall follow the water truck as it enters and leaves the shoulder locations, as well as during the water application within the shoulder locations. All operational procedures are subject to review and approval of the CFX Landscape Architect.
- 7.8.4 At the first sign of drought stressed condition of plant material, the Contractor shall promptly notify the CFX Landscape Architect and request approval to begin hand watering. The Contractor shall perform hand watering of plant material as directed by the CFX Landscape Architect.

**8.0 TREE CARE**

**8.1 Description**

- 8.1.1 Work to be done consists of pruning, weeding, litter and debris removal, mulching, staking, fertilizer application, insect and disease control, and tree removal at all existing ornamental (non- natural area) trees (including No-Mow areas) located at all CFX toll facilities, the CFX Administration and Operations Center, and right of way locations as described in Section 1.0 Project Scope. Detailing of all planted and mulched areas (including No-Mow areas) located on the CFX system within the project scope shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Tree care activities (pruning, weeding, litter and debris removal, staking, and removal of dead small caliper trees) shall be performed as necessary every three (3) weeks in conjunction with the ornamental planting areas detailing cycles. Chemical applications for insect and disease control and fertilizer applications shall be performed periodically as described below.
- 8.1.2 Tree care maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified tree care tasks and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Landscape Architect.
- 8.1.3 Re-performance of any tree care maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Landscape Architect) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification

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unless directed otherwise by the CFX Landscape Architect. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.

- 8.1.4 Any turf or ornamental plant material damaged due to improper tree care maintenance activities shall be replaced by the Contractor, at no additional cost to CFX.

**8.2 Pruning**

- 8.2.1 Pruning in general shall consist of the removal of dead, broken, fungus-infected, insect-infected, superfluous, and intertwining branches, vines and the removal of dead or decaying stumps and all other superfluous growth within the project limits. The Contractor shall perform Class I and Class II pruning to all trees within the project limits as necessary to promote the safety and security of the CFX employees and customers by removing obstructions of roadway signage, ITS devices, roadway and toll plaza lighting; to provide clear views at pedestrian crossings and ramp interchanges; to provide clearance for mowing activities; to remove all dead/diseased/damaged wood and promote intended growth patterns and maximize aesthetics. Class I pruning shall mean pruning of all limbs and branches up to 1" in diameter and shall be performed throughout the year during the three-week detailing cycles. Class II pruning shall be performed once a year as directed by the CFX Landscape Architect. Class II pruning shall mean pruning of all limbs and branches between 1 ½" and 2" in diameter. Required pruning activities do not include canopy thinning. Only Class II pruning as directed by the CFX Landscape Architect for aesthetic reasons shall be paid for out of the Work Order/New Construction Allowance.
- 8.2.2 Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.
- 8.2.3 The Contractor shall remove all sucker growth from the base of all ornamental trees (including "No-Mow" buffers) during each 3-week maintenance cycle.
- 8.2.4 During each 3-week cycle and / or as directed by the CFX Landscape Architect, pruning shall be performed as necessary to remove branches, palm fronds, and vegetation overhanging and / or coming in contact with the building and roadway structures (i.e. main toll plazas, toll booths, roadway signage structures, ITS devices, bridges, sound walls, guardrails, etc.).



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- 8.2.5 The Contractor shall immediately remove any limbs, which, in the opinion of the CFX Landscape Architect pose a threat to public safety (i.e., blocking vehicular sight distances, overhanging roadsides, overhanging pedestrian walkways, etc.). The Contractor shall provide equipment as necessary at no additional cost to the CFX.
- 8.2.6 During each 3-week detailing cycle and/or as directed by the CFX Landscape Architect, pruning shall be performed as necessary to remove branches and vegetation damaged / downed by storms, traffic accidents, etc.
- 8.2.7 During each 3-week detailing cycle and/or as directed by the CFX Landscape Architect, pruning shall also be performed, as necessary, to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, pedestrian crossings, ramp interchanges, etc. Contractor shall continuously monitor and maintain 500' clear visibility distance (from outside "slow" lane) to all roadside signage.
- 8.2.8 The Contractor shall discuss pruning technique and methodology with and receive authorization from the CFX Landscape Architect prior to proceeding with pruning of following items:
- Oaks - Generally prune trees to maintain the desired uniform natural appearance by thinning or tipping. A prominent central leader should be visible. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian clearance. The canopy of Oak trees shall not be lifted more than 8' from the ground at main toll plazas, ramps, and the CFX Administration and Operations Center parking / paved areas and in all turf areas to facilitate mowing operation underneath the tree canopy. All sucker growth shall be removed during each three-week maintenance cycle.
  - Crape Myrtle – All crape myrtle trees shall be pruned in February, as directed by the CFX Landscape Architect, to maintain a round head. Initial pruning each year shall be directly supervised by the CFX Landscape Architect to ensure proper techniques are used throughout the system. All annual Crape Myrtle pruning is to be completed by the end of February as directed by the CFX Landscape Architect. Severe topping shall not be performed. All sucker growth shall be removed during each three-week maintenance cycle.

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- Ligustrum – All ligustrum trees shall be hand clipped as necessary to maintain an 18” clearance from adjacent structures, to maintain a 7’-0” vertical clearance over pedestrian walkways, and to maintain a mushroom shaped form as directed by the CFX Landscape Architect. Hand clipping also shall be performed to remove sucker growth during each three-week maintenance cycle.
- Magnolias - Prune only sucker growth and to maintain an attractive, pyramidal appearance. Lower foliage shall be retained unless additional removal is directed by the CFX Landscape Architect. Do not lift more than 2’ above finish grade unless necessary to create separation between lower foliage and exiting shrubs.
- Sabal Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all sabal palms located at all Main Toll Plazas, the CFX Administration and Operations Center, and the S.R. 408 raised median planter two (2x) times per year in January and July. Dead fronds on palms located in other areas shall remain on the trees and be removed offsite, along with boots and debris, when they fall from the tree. Initial pruning each cycle shall be as approved by the CFX Landscape Architect. Pruning cycles shall not be performed without prior approval by the CFX Landscape Architect.
- Pindo Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown two (2x) times per year in January and July from of all Pindo palms as directed by the CFX Landscape Architect. Initial pruning each cycle shall be as approved by the CFX Landscape Architect. Pruning cycles shall not be performed without prior approval by the CFX Landscape Architect.
- Washingtonia Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all Washingtonia palms located at the CFX Administration and Operations Center and the S.R. 408 raised median planter four (4) times per year in January, April, July, and October. Initial pruning each cycle shall be as approved by the CFX Landscape Architect. Pruning cycles shall not be performed without prior approval by the CFX Landscape Architect.
- Medjool Palms - The Contractor shall remove seed heads and dead fronds once per year in May from of all Medjool palms located at the CFX Administration and Operations Center, as directed by the CFX Landscape



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Architect. The work shall be performed using a hydraulic lift and hand saw. Hand saw to be carefully cleaned and washed with a bleach solution or approved equal upon completion of one tree pruning and before beginning the pruning of another palm in order to prevent the spread of disease. Care shall be taken not to injure the head or trunk of the palm with equipment or falling debris. Pruning cycles shall not be performed without prior approval by the CFX Landscape Architect. Refer to Chemical Application section 8.7.3 for required fungicide application immediately after pruning

- Cypress, Maples, Sycamores, Bay Trees, Drake Elms – Prune only as directed by the CFX Landscape Architect. All sucker growth is to be removed during each three-week maintenance cycle.

8.2.9 Contractor shall prune all ornamental trees not listed above once (1) yearly during late winter/early spring (late February - March) or as directed by the CFX Landscape Architect.

**8.3 Weed Control**

Contractor shall perform weed removal from all tree rings within the project limits (excluding No-Mow area plantings) during each three-week cycle as described in section 7.3 above.

**8.4 Litter and Debris Removal**

Contractor shall perform litter and debris removal from all tree rings within the project limits (including No-Mow area plantings) during each three-week cycle as described in section 7.4 above.

**8.5 Mulching**

Contractor shall maintain 60" minimum diameter mulched tree rings at all trees located in turf areas within the project limits (excluding No-Mow area plantings) or as directed by the CFX Landscape Architect. See section 7.5 above for specifications regarding mulch type, depth, and installation/maintenance requirements.

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8.6 Fertilization

- 8.6.1 Contractor shall fertilize all ornamental trees located within the project limits (including No-Mow area plantings), except pines, with 13-0-13 as per the specifications listed in section 7.6 above.

8.7 Insect and Disease Control

- 8.7.1 All landscape areas within the project limits shall be continuously monitored for infestations of insects, (caterpillars, mites, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify CFX Landscape Architect of discovered infestations/diseases and request directions for proper treatment. Once given application directions from the CFX Landscape Architect, the Contractor shall immediately perform the treatment for proper control. Contractor shall submit a daily Pesticide Application Record (provided by the CFX Landscape Architect) reporting the application activities report to the CFX Landscape Architect on a weekly basis.
- 8.7.2 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.
- 8.7.3 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1):
- Crape Myrtles – Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area.
  - Crape Myrtles –Perform four (4) foliar applications alternating with 'Heritage' (2x) (May - June at 28 day interval) with a tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x) (August at 14 day interval) or as directed by the CFX Landscape Architect, to control powdery mildew. Apply 'Heritage' at a mixing rate of 2.0 fluid oz / 100 gallons of water. Apply 'Cleary's 3336' at a mixing rate of 12 fl oz and 'Flowable Mancozeb' at a mixing rate of 32 fl oz / 100 gallons of water. Spray mixtures to include A-S Complex spreader sticker.

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- Crape Myrtles –Perform two (2) drench applications with 'Merit 2F' (2x) (April, July) insecticide, or as directed by the CFX Landscape Architect, for Aphids. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water and apply at 20 gallons of mixture / 1,000 square feet of root ball area.
- Crape Myrtles –Perform two (2) foliar applications with 'Tristar' insecticide as directed by the CFX Landscape Architect to control aphids. Apply Tristar' at a mixing rate of 5 oz / 100 gallons of water. Tristar spray mixture to include A-S Complex spreader sticker. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces.
- Magnolias – Perform three (3) foliar applications of a combination of 'Prescription Treatment Ultra-Fine Oil' insecticide and 'Cleary's 3336' fungicide (March, June, and September) or as directed by the CFX Landscape Architect to control scale and sooty mold. Apply Prescription Treatment Ultra-Fine Oil at the label rate of two (2) gallons / 100 gallons of water and Cleary's 3336 at a mixing rate of 14 fluid ounces / 100 gallons of water. Provide constant mixture agitation during application.
- Palm Trees - Monitor for signs of Ganoderma Zonatum 'Butt Rot' (fungal brackets on trunk, mushrooms at base, or softness of trunk). When identified by either the Contractor or the CFX Landscape Architect, the infected tree shall be immediately removed including the stump and entire root mass to an offsite location and destroyed. The cost of the removal will be paid for from the Work Order/New Construction Allowance.
- Pindo Palms, Medjool Palms – Perform four (4) bud drench applications of 'Aliette WDG' fungicide (March, May, July, and September) or as directed by the CFX Landscape Architect. Apply Aliette WDG at a mixing rate of 2.5 pounds / 100 gallons of water. Use proper equipment and sufficient quantity of material to thoroughly soak palm bud.
- Pindo Palms, Medjool Palms – Perform four (4) root drench applications of 'Banrot 40WP' fungicide (March, May, July, and September) or as directed by the CFX Landscape Architect to control root rot. Apply at a mixing rate of 8.0 ounces / 100 gallons of water per 400 square feet (equivalent to 1 quart / sf) of bed area.

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- Pindo Palms, Medjool Palms - Perform two (2) bud drench applications of 'Merit 2F' insecticide (March and July) or as directed by the CFX Landscape Architect to control weevils. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water.
- Medjool Palms – Perform two (2) bud and trunk drench applications of 'Cleary's 3336' Fungicide (July - 2X at 14 day interval) bud and trunk drench - immediately after annual pruning. Apply 'Cleary's 3336' at a mixing rate of 16 fl oz / 100 gallons of water. Use proper equipment and sufficient quantity of material to thoroughly soak palm bud and trunk.

8.7.4 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the CFX Landscape Architect) shall be provided at the Contractor's expense.

8.8 Hand Watering

Contractor shall perform hand watering at any trees located within the project limits as directed by the CFX Landscape Architect and as per the specifications in section 7.8 above.

8.9 Staking

- 8.9.1 The Contractor shall ensure all newly installed and existing trees are maintained in a straight and plumb position (including No-Mow area plantings), Tree staking inspection and correction shall occur during each three-week maintenance cycle.
- 8.9.2 Contractor shall provide, install and maintain staking / guying material as necessary to secure trees in straight and plumb position.
- 8.9.3 The Contractor shall use only staking and guying material shall be approved by the CFX Landscape Architect prior to use. The Contractor shall install all staking / guying material in a manner that does not damage the tree.
- 8.9.4 Remove staking / guying material only as directed by the CFX Landscape Architect.

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8.10 Tree Removal

- 8.10.1 Contractor shall be required to remove any tree, as directed by the CFX Landscape Architect within the project limits. Payment from tree removal and disposal for trees larger than 3" caliper will be made from the Work Order/New Construction Allowance. Smaller caliper trees, 3" or less, which can be cut at ground level, shall be removed (as directed by the CFX Landscape Architect) at no additional cost to the CFX.
- 8.10.2 The removal of trees shall be performed so as not to damage adjacent healthy trees and shall be accomplished by removing and lowering to the ground suitable sized sections of limbs or trunk starting at the top and working progressively downward to the ground. The main trunk shall be sawed at or below the ground surface.
- 8.10.3 Before making any cuts, suitable ropes, slings, guide lines, and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of that section. All safety precautions must be observed to avoid injury.
- 8.10.4 No limb or section of a tree shall be left in place after the first cut has been made for its removal.
- 8.10.5 Stumps shall not be left on-site. Contractor shall grind large hardwood stumps to level of finish grade as directed by CFX Landscape Architect. Stump grinding and removal shall be paid for from the Work Order/New Construction Allowance.
- 8.10.6 Palm trees determined to be infected with Ganoderma Zonatum 'Butt Rot' shall be entirely removed, including stump and root mass, and shall be immediately and properly disposed of off-site. Stump grinding of palms with Ganoderma Zonatum is strictly prohibited.
- 8.10.7 All underbrush, shrubs, and trees removed shall be immediately and properly disposed of off-site.
- 8.10.8 Contractor shall provide, install, and compact to level grade a sufficient quantity of accepted fill soil as necessary to re-establish original grade.

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**9.0 NO-MOW AREAS**

- 9.1 No-Mow Areas are described as specific locations on the CFX system within the project limits where trees (pines, oaks, maples, and cypress) and large shrubs (wax myrtles, Viburnum obovatum, fire bush, saw palmetto, etc.) are planted closely together creating visual barriers (buffers) to on-site and off-site views. The existing bahia turf between the trees is left un-mowed, creating a naturalistic appearance. No-Mow area limits-of-work extend 36" into adjacent turf areas from the outermost tree trunk or understory shrub edge in the planting. All No-Mow areas to be maintained under this Contract are delineated in the No-Mow Area Reference Maps (Attachment #3).
- 9.2 All No-Mow areas shall be maintained during each three week detailing cycle in terms of litter and debris removal and pruning and removal of dead plant material as described in Section 7.0 Shrubs/Vines/ Groundcover Care and in terms of tree pruning and staking in Section 8.0 Tree Care. Weed removal "cleaning" shall occur three (3) times a year as described below.
- 9.3 The Contractor shall be responsible for the complete removal of all noxious weeds (e.g., dog fennel, ragweed, Spanish needle, guinea grass, primrose willow, etc.) and all climbing vines three (3) times a year (April, July, and October) from each No-Mow area location within the project limits. Each "cleaning" cycle shall be completed in its entirety at all No-Mow areas within sixty (60) days.
- 9.4 The removal of all weeds shall be performed in a manner that will not be detrimental to any surrounding desirable vegetation (Bahia turf, Slash Pines, Oaks, saw palmetto, etc.) Hand pulling and removal of weed growth is recommended. The use of pre- or post-emergence herbicides is prohibited within the No-Mow area limits. String trimming is prohibited within the No-Mow area limits.
- 9.5 Mulching of No-Mow areas is permitted where turf growth is sparse. Mulch coverage shall be maintained during each 3-week cycle. Slope stabilization shall not be compromised due to loss of turf removed or shaded out by excessive mulch coverage. Slope failure caused by intentional turf removal or turf lost due to Contractor negligence shall be repaired by the Contractor at no additional cost to the CFX.
- 9.6 All debris generated from the cleaning of each No-Mow area shall be collected and removed from the site. Debris shall be allowed to be left onsite for no more than two days before it shall be collected and removed. No collected debris shall be left on the project property over the weekend.



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- 9.7 Any re-performance of weed removal, (or other specified maintenance task) required due to Contractor negligence or incomplete performance (as determined by the CFX Landscape Architect) shall be provided at the Contractor's expense. Any turf or plant material damaged due to improper maintenance activities (as determined by the CFX Landscape Architect) shall be replaced by the Contractor, at no additional cost to the CFX.

**10.0 IRRIGATION SYSTEMS**

**10.1 General Requirements**

- 10.1.1 The Contractor shall be responsible for the monitoring, adjustment, maintenance, and repair of the irrigation systems at all Mainline Toll Plazas within the project scope, CFX Administration and Operations Center, and the S.R. 417 / International Drive within the project limits to ensure that all plant material watered by each system receive sufficient moisture to maintain plant health and vigor. Mainline Toll Plazas with irrigation systems to be maintained under this contract include the Hiawassee MTP, Pine Hills MTP, Conway West MTP, Conway East MTP, and Dean MTP on S.R. 408; and the John Young MTP, Boggy Creek MTP, Curry Ford MTP, and the University MTP on S.R. 417.
- 10.1.2 The Contractor shall assign a specific individual to be the project Irrigation Manager, as stated in section 2.3 - Contractor's Personnel, Subcontractors and Sub-consultants. The Irrigation Manager will be the CFX Landscape Architect's point of contact regarding all CFX irrigation system issues. The Irrigation Manager shall perform / review all inspections and schedule and over-see all necessary repairs, upgrades, adjustments, etc. to all CFX irrigation systems as necessary or as directed by the CFX Landscape Architect.
- 10.1.3 The Contractor shall promptly perform system repairs as necessary to ensure continual, full operation of all system parts with limited disruption of the irrigation program. The cost of the repair/replacement of pumps, timers, and control valves shall be paid for from the Work Order/New Construction Allowance. The cost of all other system repairs/replacements shall be included as part of this Contract.
- 10.1.4 Each automatic irrigation system shall be programmed, as necessary, to provide watering frequency sufficient to replace soil moisture at the plant material root zone.
- 10.1.5 All irrigation systems shall run between 12:00 a.m. and 6:00 a.m. at all Mainline Toll Plazas and S.R. 417 / International Drive and between 7:00 p.m. and 6:00 a.m. at the CFX Administration and Operations Center and in accordance with water usage restrictions in effect through the St. Johns River Water Management District. Any digression from this schedule requires the approval of the CFX Landscape Architect.



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- 10.1.6 Any modifications to the irrigation systems shall be submitted to the CFX Landscape Architect in writing for approval. If the original request is not satisfactory to the CFX Landscape Architect an alternate plan may be requested. The Contractor shall submit detailed "as-built" record drawings to the CFX Landscape Architect within thirty (30) days after work is completed.
- 10.1.7 The Contractor shall provide qualified, certified and capable subcontractors and suppliers to supply services and parts that are equal to or better than the services and parts that were previously used or found in use and with 100% compatibility with existing equipment. All parts are subject to approval by the CFX Landscape Architect prior to installation.
- 10.1.8 The Contractor shall prepare an estimate of cost for parts/tests and labor and receive a work order from the CFX Landscape Architect prior to proceeding with any repair and/or replacement of equipment. The work order will indicate the work to be performed and the agreed compensation.
- 10.1.9 The Contractor shall guarantee for the entire length of the Contract term, (5) years, the workmanship of a repair. In the event the repair fails within the guarantee period and such failure is the result of the parts provided by the Contractor or the workmanship of the Contractor, the corrections shall be made by the Contractor at no additional cost to the CFX.
- 10.2 Monitoring/Adjustments
- 10.2.1 The Contractor shall inspect the entire operation of each system all Mainline Toll Plazas within the project scope and the S.R. 417 / International Drive and perform any maintenance required to keep system fully operational no less than once each month. The Contractor shall also inspect the irrigation system at CFX Administration and Operations Center no less than once each week throughout the year and perform any maintenance required to keep system fully operational and perform any adjustments to the system or timer to ensure optimum turf health in response to weather conditions. A written Monthly Inspection Report shall be forwarded to the CFX Landscape Architect once each month. Contractor shall submit report format to the CFX Landscape Architect for approval. During each inspection, the Contractor shall perform the following:
- Activate each zone of the existing system.
  - Visually inspect the operation of all spray heads and check for, report, and immediately repair any damaged heads or ones needing repair.
  - Immediately adjust any heads as necessary to ensure that overspray is not occurring on buildings, walkways, roadways or any other structures.
  - Ensure the proper operation of all spray heads and that coverage to target planting areas is sufficient for proper healthy landscape growing conditions.

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- Spot check the proper function of drip irrigation lines in each zone by excavating varying sections of the line. Re-bury exposed sections following inspection.
- The flush valve on the end of drip irrigation lines in each zone shall be opened and the line flushed for a minimum of one minute or longer as necessary until the water flows clear from the valve.
- Adjust the zone run times and number of watering days as necessary in response to current weather conditions to ensure optimal moisture is provided for proper healthy landscape growing conditions.

10.2.2 The Contractor is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.

10.2.3 Spray patterns for all irrigation heads shall be adjusted, if required for proper coverage, when detected by the Contractor or as directed by the CFX Landscape Architect.

10.2.4 Any adjustments to the spray nozzles, spray patterns, controllers, etc., required to provide optimum growth of the landscape shall be performed by the Contractor.

**10.3 Valve/Valve Boxes**

10.3.1 The Contractor shall provide miscellaneous cleaning of valves for proper functioning once annually in February and on an as needed basis. Valve cleaning activities shall be described in submitted Monthly Irrigation Reports.

10.3.2 The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, per the original construction details.

**11.0 PLANT REPLACEMENT**

11.1 During the Contract term, any plant material under the care of the Contractor that dies or is severely damaged due to the negligence of the Contractor (as determined by the CFX Landscape Architect) shall be replaced at no cost to the CFX. The CFX Landscape Architect shall determine the extent of the lost / damaged material to be replaced and shall prepare a Plant Replacement List and Plant Replacement Map(s) to be forwarded to the Contractor. Upon receipt of the Plant List and Plant Replacement Map(s), the Contractor shall submit tentative installation schedule for review and approval. The Contractor shall begin the replacement effort within (30) days of receipt of the Plant List and Plant Replacement Map(s). The plant replacement installation work, once begun, shall proceed uninterrupted

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until completion and acceptance by the CFX Landscape Architect. In the event that a required plant replacement effort is not performed as directed or is not performed within the time frame listed above, the CFX reserves the right to withhold the amount for the replacement material (based on average current industry costs) from the Contractor's monthly compensation until the work is completed to the CFX's satisfaction.

- 11.2 Upon completion of installation and acceptance by the CFX Landscape Architect, the establishment period (365) days for shrubs, vines, and groundcovers; and a (730) days for trees and palms; shall begin during which the Contractor shall provide establishment watering and maintenance as necessary to promote optimal plant health.
- 11.3 Upon installation, the replacement material shall be included in the ongoing Contract scheduled and as directed maintenance tasks and applications (including pest / disease control, fertilization, etc.). Any additional mulching as necessary following planting shall be performed as directed by the CFX Landscape Architect.
- 11.4 Payment for all Contract specified maintenance tasks and applications (including additional mulching) performed in the care of the replacement material shall be from the Work Order / New Construction Allowance and shall be based upon the current Contract Price Proposal unit costs.
- 11.5 During the establishment period, any plant material that shows indication of non-survival or lack of health and vigor, or which fails at any time to qualify for the minimum grade as originally specified, will be rejected by the CFX Landscape Architect and shall be replaced, at no additional cost to the CFX, within (21) days of notification of rejection, The new material shall begin a one-year or two-year establishment period from the new date of installation.
- 11.6 All plant material provided by the Contractor shall be Florida #1 or better as outlined in the 'Florida Grades and Standards for Nursery Plant Material'. All plant material is subject to review and approval by the CFX Landscape Architect.
- 11.7 The Contractor shall provide additional manpower and equipment as necessary to complete the plant replacement projects within the time frame of the approved installation schedule. The manpower and equipment provided shall be in addition to the minimum required (as stated in section 2.3) for the accurate performance of the Contract specified and directed maintenance tasks and applications.

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- 11.8 All operations and procedures stated in section 4.0 shall be strictly adhered to in the performance of any plant replacement projects, particularly the safety requirements for roadside operations. Watering trucks shall have an arrow board that adheres to current MUTCD standards while operating on roadsides. All operational procedures are subject to review and approval of the CFX Landscape Architect.
- 11.9 Any lane closures required for the installation of material shall be performed as per CFX and MUTCD standards.

**12.0 ADDITIONS TO PROJECT SCOPE**

- 12.1 During the five (5) year Contract term and possible (5) one year extensions, it is anticipated that numerous landscape improvement projects on the CFX system will be designed, completed, and added to the Contract scope. The New Construction / Work Order Allowance amount included in the Contract will be utilized to fund the addition of these projects to the Contract Scope. Following completion of installation and establishment of the landscape improvement project, and prior to project turn over, the CFX Landscape Architect shall prepare a price proposal for the addition of the landscape improvements into the current Contract scope, based on the unit costs listed in the initial Contract pricing. The Contractor may submit, for review by the CFX Landscape Architect, any requested changes to the price proposal based on the lowest unit costs from the initial Contract pricing or current pricing in effect based on CPI index changes incorporated for renewal years 6 thru 10.
- 12.2 The Contractor shall inspect the newly installed material under each project and notify the CFX Landscape Architect as to any problems or concerns that should be addressed prior to accepting the improvements for maintenance. Upon acceptance of the project for maintenance, the Contractor assumes full responsibility for the continued health of the plant material. Any material lost or damaged after acceptance due to negligence on the part of the Contractor (as determined by the CFX Landscape Architect) shall be replaced by the Contractor at no cost to the CFX. The Contractor will not be responsible for plant material lost due to uncontrollable circumstances (i.e., traffic accidents, incurable plant diseases - Ganoderma Zonatum, damage by others, etc.).
- 12.3 Upon receipt of written acceptance by the Contractor of the landscape improvements, the Contractor shall begin performance of all maintenance tasks pertaining to the newly added material as per the Contract specifications and the Annual Landscape Maintenance Schedule. The Contractor is responsible for the performance of all scheduled tasks from the start date noted by the CFX Landscape Architect.

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**13.0 ROADWAY CONSTRUCTION PROJECTS**

During the Contract term, sections of the CFX system may be removed from the Contract scope due to ongoing roadway improvement construction projects. When landscape improvements currently maintained under the Contract are removed from the project scope, the cost to CFX for the maintenance tasks to be performed in those areas shall be deducted from the monthly invoices submitted by the Contractor. The amount of the construction deduction shall be calculated based on pricing from the Price Proposal, required maintenance tasks listed in the Annual Maintenance Schedule, and plant material and right of way area quantities determined from site maps and field inventories. The CFX Landscape Architect will forward to the Contractor a spread sheet identifying the information used to determine each monthly deduction and a listing of the deduction totals. The information shall be sent via email no later than one week prior to the end of each month.

**14.0 EMERGENCY RESPONSE**

**14.1 General**

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc., stipulated in this Scope of Services. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by the Contract.

Response time, unless otherwise directed by the CFX Landscape Architect, required by the Contractor for various maintenance activities is as follows (none posing a public safety hazard):

- Irrigation adjustments (controller, valves, spray heads) - 24 hours
- Removal of litter / debris generated by landscape maintenance activities - 24 hours
- Standard repairs - one week
- Plant material replacement – one month

Should the Contractor fail to respond to a request for any services addressed herein within the required allotted time, the CFX will, at the Contractor's sole expense, provide the requested services.

**14.2 Emergency Response Plan**

The Contractor shall develop, prepare and implement an Emergency Response Plan (ERP) to address emergency situations including, but not necessarily limited to:

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- Irrigation line breaks
- Irrigation equipment failures
- Downed trees

Additionally, the ERP shall address the following:

- Responsible parties to be notified.
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency.
- Procedures for notifying the CFX Landscape Architect, utility companies and others affected by the listed emergency.

Four (4) copies of a draft of the plan shall be submitted to the CFX Landscape Architect within 30 days after the date of the Notice to Proceed. The CFX Landscape Architect will review the plan and meet with the Contractor to resolve any concerns and to finalize the plan. A final plan, including all corrections/changes required by the CFX Landscape Architect shall be submitted by the Contractor within 60 days after the Notice to Proceed.

**15.0 WORK ORDER / NEW CONSTRUCTION ALLOWANCE**

- 15.1 The CFX has established a Work Order / New Construction Allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated as new landscape construction projects or repair and renovation areas added to the Contract scope.
- 15.2 Unless necessitated due to Contractor negligence or failure to perform, payment will be made to the Contractor from the Work Order / New Construction Allowance for the following work activities authorized and accepted by the CFX's Landscape Architect:
1. Tree removal and disposal (solid trunk with 3"+ caliper).
  2. CFX Landscape Architect directed cycles/frequencies of mowing, weed/disease/insect control, fertilizer/fungicide applications, plant/tree trimming, pruning and shaping exceeding the cycles/frequencies specified herein.
  3. Irrigation system repairs (Repair/replacement of pumps, timers, and control valves only) and modifications / additions to systems as directed by the CFX Landscape Architect.
  4. CFX directed plant replacement (repair and renovation projects). (Not due to Contractor negligence)
  5. Work performed as directed by CFX Landscape Architect in areas removed from the project scope due to roadway construction.
  6. Work performed for the CFX, as directed by CFX Landscape Architect, that is not included in the project scope.



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7. Addition of completed landscape construction project improvements into Contract scope.
8. The performance of supplemental watering as necessary to help maintain the health of existing material during periods of severe drought.

- 15.3 Any amount remaining in the Work Order / New Construction Allowance upon completion and acceptance of the project remains the property of the CFX.

**16.0 CONTRACT TERM AND BEGINNING WORK**

- 16.1 Following execution of the Contract, the CFX will issue to the Contractor a written Notice to Proceed for the project.

- 16.2 The Contract term will be three (3) years with an option to extend the Contract for 2 one-year renewal periods. Exercise of the options will be made at the sole discretion and election of CFX. CFX will provide written notice of its exercise to the Contractor at least 120 days prior to the expiration of the initial three year Contract Term. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the Contractor receives CFX's notice of intent to exercise the option. The Contractor shall provide to CFX within that same 30 day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the Contractor are agreed to by CFX, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.

**17.0 ATTACHMENTS**

- 17.1 Attachment #1 – Annual Maintenance Schedule
- 17.2 Attachment #2 – Turf Management Area Reference Maps (Mowing Areas)
- 17.3 Attachment #3 – “No-Mow” Area Reference Maps

**END OF SCOPE OF SERVICES**




**CONSENT AGENDA ITEM  
#12**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2018

SUBJECT: Approval of Contract Award to Rockhopper Services, Inc. for Systemwide  
Aquatic Vegetation Control Services  
Contract No. 001412

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An Invitation to Bid for the referenced project was advertised on June 24, 2018. Responses to the invitation were received from six (6) contractors by the July 31, 2018 deadline.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Rockhopper Services, Inc.	\$200,400.00
2. Groundtek of Central Florida, Inc.	\$299,402.12
3. Charles Aquatics Inc.	\$341,302.00
4. Aquatic Weed Control, Inc.	\$397,700.00
5. DeAngelo Brothers LLC	\$420,136.23
6. Enviro Chem Environmental LLC	\$432,169.00

The Procurement Department has evaluated the bids and has determined the bid from Rockhopper Services, Inc. to be responsible and responsive to the bidding requirements. Board award of the contract to Rockhopper Services, Inc. in the amount of \$200,400.00 is recommended.

This contract is budgeted in the OM&A Budget.

Reviewed by:   
Don Budnovich, P.E.  
Director of Maintenance



## CONTRACT

This Contract No. 001412 (the "Contract"), made this 13th day of September, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Rockhopper Services, Inc., of 8940 Bunken Hill Road, Duette, Florida 34219, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Contract No. 001412, for Systemwide Aquatic Vegetation Control, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be one year with four (4) one-year renewal options or portions thereof. The Contract Amount is \$200,400.00. This Contract was awarded by the Governing Board of CFX at its meeting on September 13, 2018.

The Contract Documents consist of:

1. The Contract,
2. The Addenda (if any), modifying the Scope of Services, General Specifications or other Contract Documents,
3. The Scope of Services,
4. The General Specifications,
5. The applicable sections of the FDOT Design Standards, January 2012 edition, as may be amended or supplemented, and
6. The Proposal.

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

IN WITNESS WHEREOF, the 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: \_\_\_\_\_

CONTRACTOR

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

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

\_\_\_\_\_  
Title

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

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

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_

**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
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**1.0 PROJECT SCOPE**

The intent of the work is to keep all of the waterways identified in Attachment No. 1 free of vegetation at all times. There are currently one hundred and eighty-five (185) retention ponds located within the limits of the Project. The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of aquatic herbicide applications to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida Greene Way), S.R. 528 (Beach Line Expressway), S.R. 429 (Daniel Webster Expressway), and S.R. 414 (John Land Expressway) as identified in the Aquatic Vegetation Control Reference Maps (Attachment No. 1) attached to this Scope of Services. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform three (3) aquatic herbicide applications and follow up applications as necessary to control all submerged aquatic vegetation, including hydrilla in all ponds that exhibit submersed vegetation growth. The Contractor shall also provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of litter collection and removal from all retention ponds located within the limits of the Project. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform eight (8) cycles of maintenance to previously installed grass carp barriers at pond control structures in ponds as specified in the Scope of Services section 7.0.

**2.0 GENERAL REQUIREMENTS**

**2.1 Contractor's Personnel, Subcontractors and Subconsultants**

- 2.1.1 Contractor shall possess the Florida Department of Agriculture's Commercial Applicator Certification License for use of restricted pesticides with aquatic herbicide category and shall retain the license during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll at the time of bid submittal.
- 2.1.2 Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and subconsultants having significant training, expertise, and experience in the maintenance areas or disciplines described herein and in the maintenance specifications.
- 2.1.3 The Contractor shall adhere to the Florida Statutes, Chapter 487 Pesticide Regulation and Safety, Part 1 Florida Pesticide Law, 487.1585, as amended, Duties of License with Respect to Unlicensed Applicators and Mix-loaders and Field Workers –

(1) Each licensed applicator shall provide to each unlicensed applicator or mix-loader working under his or her direct supervision adequate instruction and training so that

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the applicator or mix-loader understands the safety procedures required the pesticides that will be used. The applicator or mix-loader shall be given this training before handling restricted-use pesticides. This training shall be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mix-loaders at any given time.

(2) Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the worker's direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period.

- 2.1.4 The Contractor shall provide sufficient qualified manpower as necessary to perform the Contract specified tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the CFX Landscape Architect and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor must be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract, shall be proved at no additional cost to the CFX.
- 2.1.5 The Contractor shall designate a project manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact between the CFX and the Contractor. This individual shall maintain a means of being contacted by the CFX's Landscape Architect (cell phone). The Contractor's project manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be on-site during the performance of the Contract specified tasks.
- 2.1.6 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the

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Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures specified herein or as directed by the CFX's Landscape Architect and approved in writing by the CFX.

**3.0 MAINTENANCE OPERATIONS AND PROCEDURES**

**3.1 Operation Procedures**

- 3.1.1 Prior to the performance of the initial waterway maintenance cycle, the Contractor shall meet with the CFX's Landscape Architect to confirm the limits of work, review the Contract documents, and answer any questions as necessary.
- 3.1.2 The CFX's Landscape Architect will forward a set of keys to the Contractor to allow access to ponds which may be within fenced in right of way areas. Gates unlocked and opened by the Contractor in order to gain access to ponds to be treated shall be closed and locked upon completion of work. The Contractor shall return the set of keys at the completion of the Contract.
- 3.1.3 There are several mitigation ponds located in CFX right of way that are not listed in the Aquatic Vegetation Control Reference Maps (Attachment No. 1). attached to this Scope of Services and are not maintained under this Contract. The mitigation ponds are typically enclosed by chain link fencing with identifying signage.
- 3.1.4 The Contractor shall perform the waterway maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall first notify the CFX's Landscape Architect of its intentions at least 48 hours prior to the date of the intended work. The Contractor shall also provide the Landscape Architect with the name and contact cell phone number of the individual who will be supervising the work if the Contractor's project manager does not intend to be on-site.



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- 3.1.5 One week prior to the beginning of each maintenance cycle, the Contractor shall submit to the CFX's Landscape Architect, via email, a proposed maintenance schedule listing the dates and locations where maintenance activities shall occur. The Contractor shall promptly notify the CFX Landscape Architect of any changes to the forwarded schedule. No chemical applications shall be performed without prior notification given to the Landscape Architect.
- 3.1.6 The following roadside operational safety procedures must be adhered to at all times by Contractor and Subcontractor personnel:
- a. Signage for vehicles operating on roadside shoulder - placement of temporary Maintenance of Traffic (M.O.T.) devices shall comply with the FDOT Design Standards Drawing No. 600 series as a minimum requirement. In addition, CFX requires that any stationary work activity occurring on the expressway highways or ramps shall require the placement of a temporary M.O.T. sign at a minimum of 500' behind the vehicle and a maximum of 1,500' behind the vehicle. Signs must be moved forward as vehicle moves. Cones must be placed at a taper behind vehicles and kept off of edge of lane striping.
  - b. Flashing amber lights on top of vehicles operating on roadside shoulder must be on and visible at all times while stationary or moving below the minimum speed limit.
  - c. Vehicles operating on the roadside shoulder must be located a minimum of 2' from the travel lane. Vehicles shall be located outside of the clear zone were ever possible (see FDOT Design Standards Drawing No. 700 for conditions and distances).
  - d. No equipment shall be parked on the CFX's right-of-way overnight.
  - e. No equipment shall be parked in the median regardless of the width of the median.
  - f. U- turns shall not be performed across medians (including median turn lanes signed for Emergency Vehicle Use Only, at toll plazas, or under overpasses. Vehicles must use interchanges for such purposes.
  - g. Vehicles and equipment are prohibited from operating on CFX roadside shoulders during peak traffic hours (prior to 9:15 a.m. and after 3:30 p.m.). During peak traffic hours, no equipment shall be located on any median or on any roadside shoulder.

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- 3.1.7 The personnel performing these services shall be under the sole responsibility of the Contractor and shall be competent, experienced, and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms.
- 3.1.8 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees shall wear safety vests that meet current FDOT standards at all times while working on CFX ROW. In addition, a list of such employees shall be provided to the CFX prior to beginning work under the Contract.
- 3.1.9 The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable, such as gloves, safety goggles, and respirators.

**4.0 CHEMICAL APPLICATIONS**

- 4.1 The Contractor shall perform all chemical applications in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein.
- 4.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida for aquatic applications. Prior to the first use of a product on the Expressway system, the Contractor shall submit to the CFX's Landscape Architect for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).
- 4.3 The Contractor shall use equipment specifically designed for commercial application of herbicides. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the CFX's Landscape Architect.

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- 4.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the CFX and its representatives for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- 4.5 The Contractor shall complete a daily Pesticide Application Record (form template provided by the CFX's Landscape Architect) reporting the herbicide application activities performed and submit the forms with each invoice. The forms must be thoroughly and accurately filled out prior to submittal.
- 4.6 The Contractor shall prevent over spray of herbicides from damaging adjacent desirable turf, shrubs, and trees. Over spray contact with the public, their property or pets shall be strictly avoided. The Contractor shall be solely responsible for any damages resulting from his actions or the actions of his subcontractors or sub-consultants.

**5.0 AQUATIC VEGETATION CONTROL**

- 5.1 The Contractor shall perform eight (8) aquatic herbicide application cycles (March, April, May, June, July, August, September, and November), unless directed otherwise by the CFX's Landscape Architect, to control all emergent vegetation and floating vegetation (including Filamentous Algae, Salvinia, and Duckweed) located within the ponds indicated in the Aquatic Vegetation Control Reference Maps (Attachment No. 1). Treat all vegetation located within each water body up to the high water line. Dying biomass may remain in place.
- 5.2 The Contractor shall notify the CFX's Landscape Architect upon completion of each cycle. The CFX Landscape Architect may perform an inspection within five (5) to seven (7) days of completion. The CFX Landscape Architect shall notify the Contractor of any areas that were missed or need to be re-treated for satisfactory control. Upon notification, the Contractor shall promptly re-treat areas identified by the CFX Landscape Architect. The Contractor shall notify the CFX Landscape Architect upon completion of any directed re-treatment.
- 5.3 No copper-based products are to be used during any application performed as part of this Contract.
- 5.4 The Contractor shall perform three (3) aquatic herbicide application cycles (April, June, and August), unless directed otherwise by the CFX's Landscape Architect, to control all submerged aquatic vegetation, including hydrilla in all ponds that exhibit submersed vegetation growth. Perform follow up applications as necessary for

**SCOPE OF SERVICES**  
**SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES**  
**CONTRACT NO. 001412**

control. The CFX's Landscape Architect shall inspect the treated ponds four (4) to five (5) weeks following the completion of the final application to determine if a sufficient kill was achieved. Any additional herbicide application required at that time will be performed by the Contractor at no additional cost to the CFX.

- 5.5 The application cycle for the system shall be completed within 21 calendar days after the start of the cycle. Each cycle shall be completed in its entirety before beginning any subsequent cycle.

**6.0 LITTER REMOVAL**

- 6.1 The Contractor shall perform eight (8) cycles of litter removal in conjunction with the required eight (8) cycles of aquatic herbicide applications to control emergent and floating aquatic and wetland vegetation. The Contractor shall remove all non-hazardous items floating or partially submerged within the waterways maintained under this Contract. Litter shall include but not be limited to glass, cans, plastic and paper products, palm fronds, etc. The Contractor shall remove all litter located along pond edges below the highwater line. Dying biomass of existing vegetation as a result of the performance of Contract directed aquatic herbicide applications may remain in place.
- 6.2 All collected litter shall be removed daily. No collected litter is to be left on the project property overnight.
- 6.3 Upon receipt of notification of the completion of each litter removal cycle , the CFX's Landscape Architect will inspect the waterways and notify the Contractor of any areas that are found to be incomplete and require additional litter removal. The Contractor may notify the CFX Landscape Architect of the completion of a litter removal cycle completed on individual roadways, so that inspections may be performed promptly before addition litter collects in the cleaned ponds on that roadway.
- 6.4 The Contractor shall not be required to remove any litter that occurs in the designated waterways after the CFX's Landscape Architect has inspected and approved the previous litter removal cycle.
- 6.5 The Contractor shall perform additional litter removal operations as directed by the CFX's Landscape Architect in addition to the eight (8) Contract directed cycles if deemed necessary. This additional work shall be paid for out of the Work Order Allowance at an agreed upon hourly rate.

**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

**7.0 GRASS CARP OUTFALL BARRIER MAINTENANCE**

- 7.1 In an effort to reduce the environmental impact as well as the cost of a herbicide-only submerged aquatic vegetation maintenance program, the CFX has begun preparing the retention ponds on the CFX system for the stocking of triploid grass carp. No carp have been installed in the CFX ponds to date. In preparation for future carp stocking, Florida Game and Fresh Water Fish Commission approved outfall barriers have been installed in one hundred and forty-eight (148) retention ponds located within the limits of the project. The existing barriers are required to prevent carp from escaping into the surrounding environment. The barriers must be periodically cleaned to remove vegetation and debris from obstructing the waterflow through them.
- 7.2 The Contractor shall inspect all one hundred and forty-eight (148) installed carp barriers throughout the limits of the project during each emergent herbicide application cycle. Any barriers found to have any vegetation or debris obstructing all or partial flow of water through them shall be thoroughly cleaned and the removed vegetation or debris shall be collected and disposed of off-site.
- 7.3 The Contractor shall also inspect the existing carp barriers during each emergent herbicide application cycle to identify any damage, looseness in the mounting, or evidence of structural failure. Any deficiencies and their location shall be noted in the monthly application reports submitted to the CFX Landscape Architect. Repairs to the structures may be performed by the Contractor as directed by the CFX Landscape Architect and paid for out of the Work Order Allowance.

**8.0 WORK ORDER ALLOWANCE**

The CFX has established a work order allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated following new construction areas. Payment will be made to the Contractor from the Work Order Allowance for additional work activities authorized and accepted by the CFX's Landscape Architect. Any amount remaining in the allowance upon completion and acceptance of the project remains the property of CFX.

**9.0 ATTACHMENT**

No. 1 - Aquatic Vegetation Control Reference Maps

END OF SECTION


**CONSENT AGENDA ITEM  
#13**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 22, 2018

SUBJECT: Approval of Second Contract Renewal with Southwest Research Institute (SwRI)  
for Maintenance and Support of Data Server  
Contract No. 001068



Board approval is requested for the second renewal of the referenced contract with Southwest Research Institute (SwRI) in the amount of \$487,581.00 for a one-year period beginning February 1, 2019 and ending January 31, 2020. The original contract was three years with two one-year renewals.

The services to be provided under this renewal are 24/7 phone support, database administration, alarm and other configuration updates, patch management, system monitoring, server hardware and device troubleshooting, maintenance documentation and updates for the Travel Time Data Server.

Original Contract	\$1,486,747.29
First Renewal	\$ 491,652.00
Second Renewal	<u>\$ 487,581.00</u>
Total	\$2,465,980.29

This contract is budgeted in the OM&A Budget.

Reviewed by:

  
Bryan Homayouni  
Manager of Traffic Operations 



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT NO. 2  
CONTRACT NO. 001068

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13<sup>th</sup> day of September, 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Southwest Research Institute® (SwRI)®, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated January 8, 2015 whereby CFX retained the Contractor to provide maintenance and support for the CFX Data Server and related tasks as may from time to time be assigned to the Contractor by CFX under Contract No. 001068; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the second renewal of 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 Second Renewal of said Original Agreement beginning the 1st day of February, 2019, and ending the 31<sup>th</sup> day of January, 2020, at the cost of \$487,581.00

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending January 31, 2019, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending January 31, 2019.

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.

SOUTHWEST RESEARCH INSTITUTE (SwRI)      CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

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

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

If Individual, furnish two witnesses:

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

LEGAL APPROVAL: \_\_\_\_\_  
AS TO FORM      General Counsel for CFX

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001068

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 25<sup>th</sup> day of July, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Southwest Research Institute® (SwRI)®, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated January 8, 2015 whereby CFX retained the Contractor to provide maintenance and support for the CFX Data Server and related tasks as may from time to time be assigned to the Contractor by CFX under Contract No. 001068; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the first renewal of 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 1st day of February, 2018, and ending the 31<sup>st</sup> day of January, 2019, at the cost of \$491,652.00.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending January 31, 2018, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending January 31, 2018.

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.

SOUTHWEST RESEARCH INSTITUTE (SwRI)®

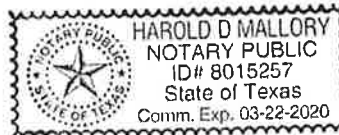
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:   
Authorized Signature Troy Nagy

BY:   
Director of Procurement

Title: Assistant Director, Contracts

ATTEST:  (SEAL)  
Secretary or Notary



If Individual, furnish two witnesses:

Witness (1) Barbara Andrews

Witness (2) Margie Rodriguez

LEGAL APPROVAL:  
AS TO FORM

  
General Counsel for CFX

2017 SEP 18 PM 2:08

**CONTRACT  
MAINTENANCE AND SUPPORT OF DATA SERVER**

This Contract (the "Contract" as defined herein below), is made this 8<sup>th</sup> day of January, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SOUTHWEST RESEARCH INSTITUTE®, hereinafter the CONTRACTOR:

**WITNESSETH:**

**WHEREAS**, the AUTHORITY 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**, the AUTHORITY 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**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide maintenance and support for the Authority's Data Server and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY under Contract No. 001068; and,

**WHEREAS**, the AUTHORITY has performed "due diligence" research and investigation and has determined to its satisfaction that CONTRACTOR is the only company that can provide the maintenance and support of the Authority's Data Server at the level of quality required to meet AUTHORITY standards; and,

**WHEREAS**, having verified the CONTRACTOR's unique qualifications, the AUTHORITY has determined that it is in its best interest to "sole source" the services to CONTRACTOR;

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

**1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized

representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract are as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

- 1.1 The Contract, including insurance certificates,
- 1.2 The Scope of Services (Exhibit "A"), and
- 1.3 The CONTRACTOR's Cost Proposal (Exhibit "B")

(collectively, the "Contract").

## **2. TERM AND NOTICE**

The initial term of the Contract will be three (3) years beginning February 1, 2015, and ending January 31, 2018. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

If CONTRACTOR (within the curative period, which shall not be less than ten (10) days from date of the notice, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

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

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

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.



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

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

3.1 The Contract Amount for the three-year Contract Term is \$1,486,747.29.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with Exhibit "B", CONTRACTOR's Cost Proposal attached hereto.

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

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

AUTHORITY 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 of the CONTRACTOR or any subcontractor.

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

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY

because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Contract Records for the entire term of the Contract and for a period of three (3) years after all claims (if any) regarding the Contract are resolved.

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

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

## **6. CONTRACTOR INSURANCE**

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

**6.1 Commercial General Liability Insurance** having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form or equivalent including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for bodily injury and property damage claims by CONTRACTOR under this agreement.

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

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

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

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY 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 the



AUTHORITY from the company providing such insurance, or authorized representative and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

## **7. CONTRACTOR RESPONSIBILITY**

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

- (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to areas upon which services are performed;

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any theft or conversion of collected funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

7.5 CONTRACTOR shall immediately notify AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for AUTHORITY's toll operations and management services.

## **8. INDEMNITY**

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

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

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

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

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

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

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

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

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. Notwithstanding the foregoing, CONTRACTOR's total liability for a breach of contract or warranty shall not exceed the value of this Contract. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## **9. PUBLIC RECORDS**

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

## **10. PRESS RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including

without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

## **11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

Subject to any applicable license or agreement necessary for the performance of this Contract, AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

11.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

11.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**



11.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONTRACTOR Property or any license granted to AUTHORITY for use of the CONTRACTOR Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONTRACTOR, or a third party; or

11.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

## **12. PERMITS, LICENSES, ETC.**

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

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

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

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

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

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

### **14. NONDISCRIMINATION**

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

### **15. SUBLETTING AND ASSIGNMENT**

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

Notwithstanding the foregoing:

15.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

15.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to 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 CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a



designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

## **16. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY'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 the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **17. REMEDIES**

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

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

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal 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 CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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.

#### **19. 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.

#### **20. 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, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

#### **21. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall structure its relationship with its employees such that the employees may be assigned, reassigned, or transferred from one toll collection plaza to another by CONTRACTOR, upon written direction or request of AUTHORITY.

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

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

## **22. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY'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.

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

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

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

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

23.4 Obligations upon expiration or termination of the Contract, as set forth in Section 24; and

23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

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


24.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

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



IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on January 8, 2015.


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

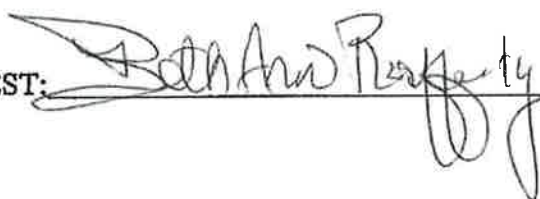
Print Name: Claude Miller

SOUTHWEST RESEARCH INSTITUTE®

By: 

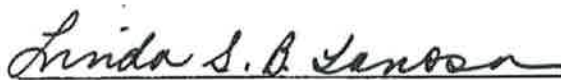
 Print Name: R.B. Kalmbach

Title: Executive Director, Contracts January 30, 2015

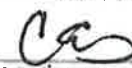
ATTEST: 



Approved as to form and execution, only.

  
General Counsel for the AUTHORITY

RECEIVED  
CONTRACTS DEPT

 2/5/15  
SIGNATURE / DATE

# SOUTHWEST RESEARCH INSTITUTE®

6220 CULEBRA ROAD 78238-5105 • P.O. DRAWER 26510 78228-0510 • SAN ANTONIO, TEXAS, USA • (210) 684-6111 • WWW.SWRI.ORG

AUTOMATION AND DATA SYSTEMS DIVISION

December 11, 2014

Mr. Corey Quinn  
Orlando-Orange County Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

Subject: Proposal for Three-Year Extension of Support and Maintenance of the Central  
Florida Expressway (CFX) Data Server;  
Proposal Number 10-73017

Dear Mr. Quinn:

Southwest Research Institute® (SwRI®) is pleased to submit this proposal to the Central Florida Expressway Authority (CFX) for the CFX Data Server (ODS) project. This scope of work continues the ODS maintenance and support for three additional years. The maintenance and support activities include 24/7 issue response phone support, database administration including a database upgrade, alarm and other configuration updates, patch management, system monitoring and providing maintenance activities via support tickets. To support these activities, SwRI will provide project management and conduct monthly client review meetings. SwRI will provide the aforementioned support and maintenance activities for a period of three years anticipated to begin on February 1, 2015 and conclude on January 31, 2018.

## Scope of Work – Recurring Tasks

The following scope is included as part of the proposed extension to the ODS project:

- **ODS Support Tickets**

Support tickets will be used to resolve software, communication, hardware, and other problem issues that occur. Support tickets will be tracked as Software Problem Reports (SPRs). SwRI will track the number of man-hours for each support issue. Prior to initiating effort in resolving an issue, SwRI will characterize a support ticket as being in one of the following three levels:

- Low: An issue will be considered a low level of effort if the resolution is estimated to take less than 4 hours.
- Medium: An issue will be considered a medium level of effort if the resolution is estimated to take up to 12 hours.
- High: An issue will be considered a high level of effort if the resolution is estimated to take more than 12 hours.

In accordance with the scope of services, in the event of a Critical Issue, one that impairs the production/distribution of data, SwRI may proceed with steps necessary to resolve the condition even if an Authority representative cannot be reached. This effort may continue until the problem is resolved or communication is established with an Authority representative.



Benefiting government, industry and the public through innovative science and technology



These Support Ticket funds may be used to perform additional configuration, database administration, and other support activities as needed. This task is estimated as a level of effort. Consequently, should funds be consumed prior to the end of the period of performance, additional funds will have to be added to the contract, or remaining funds from other scoped activities could be reallocated by direction from the Authority. If no remaining contract funds are available, ODS support activities will cease until funding is reestablished. SwRI will invoice the actual labor utilized in resolving support issues no matter what the provided estimate for that issue reflected.

Additionally SwRI will provide troubleshooting and support for planned hardware upgrades during the contract period. Support will be provided using ODS Support Tickets to ensure that new hardware is working properly and for installation and testing for the ODS software.

- **ODS Activity and Issue Coordination**

SwRI will notify a regional email alert list of ODS activities and issues that affect external interfaces/agencies. Notification will be sent prior to planned ODS activities. Notification will also be sent after ODS activities, or following the resolution of an issue that affected the external interfaces/agencies with a brief description of the issue, if known.

SwRI will maintain a regional email alert contact list that contains contact information for agencies who participate, maintain, and/or monitor interfaces of the ODS. SwRI staff will receive and will provide responses to requests from other agencies through Support Tickets.

- **24/7 Phone Support**

SwRI will provide 24/7 support for the CFX Data Server. Support issues will be categorized as one of the following types depending upon the nature of the issue:

- Critical: Issues that prevent the operation of core functionality of the ODS. This core functionality includes the production of travel time data for links, providing updates to travel time messages on CFX Dynamic Message Sign (DMS), and distribution of calculated data over the Center-to-Center (C2C) infrastructure. SwRI will provide support for these issues 24 hours a day, seven (7) days a week and will maintain a dedicated support phone number for establishment of support cases. SwRI support staff will respond to the support request initiator within a one-hour call-back timeframe to confirm that SwRI has received the request and has initiated an investigation into the issue. This support will be facilitated by an answering service with the ability to notify designated SwRI support staff. Time necessary to respond to critical support requests will be funded under ODS Support Tickets.
- Non-Critical: These issues are those that are not preventing the core operations of the Data Server. Non-critical issues may include activities that can be scheduled in advance, such as preventive maintenance tasks, as well as minor system errors that do not affect system stability. Non-critical issues will be

reported to SwRI during normal SwRI business hours (8:00 AM to 5:00 PM Central Time, Monday through Friday excluding SwRI holidays). SwRI will respond to the support request within eight (8) hours of its receipt or next business day. SwRI holidays will be included in the Method of Procedure (MOP) document, which will be maintained under the terms of this agreement. The MOP will contain contact information and escalation procedures for the establishment of these support cases.

For both critical and non-critical issues, SwRI will respond to the support requester and an Authority representative if they are not the support requester, acknowledging the support request and identifying whether the issue is critical or non-critical in nature. ODS Support Tickets will be used to investigate and resolve both critical and non-critical issues.

SwRI will provide the 24/7 support utilizing the following resources:

#### **Answering Service**

SwRI will use a 24/7 answering service to receive requests for support of critical issues. This answering service will allow for a consistent front-line point-of-contact for the Authority, the FDOT, or other stakeholder agencies that encounter a critical condition in the core functionality of the ODS. The answering services will continue to contact SwRI support staff until the call is acknowledged. The answering service will be accessed by a toll-free number. In addition, the Data Server Event Manager will be configured to automatically email the answering service in the event that a configured alarm for critical issues is detected by the Event Manager. The answering service will then initiate a support call to SwRI personnel to investigate the issue. Service affecting issues that are detected during SwRI business hours will first be reported using the SwRI CFX lab number (210) 522-5450, and then using the answering service in the case that SwRI staff cannot be reached via the lab number.

#### **Support Staff**

SwRI will provide support staff with working knowledge of the ODS and external interfaces as front-line support contacts for response to support requests. Support staff will be responsible for responding back to support requesters to confirm that SwRI has received a critical support call and is initiating an investigation into the issue. Also, support staff will report on the status and resolution of the issue if one is found. If a support call is initiated by the ODS Event Manager, the support staff will determine if the issue is critical in nature, and will initiate efforts to resolve the situation. In the event a critical issue is reported and cannot be resolved promptly, SwRI will contact a predefined list of Authority designated representatives. The Authority will provide the contact information for these representatives for inclusion in the MOP.

#### **Development Staff**

ODS developers will be on-call to support critical service calls escalated by support staff.

- **Database Administration**

SwRI will provide support to monitor and maintain the stability of the ODS database. This support will be performed by SwRI staff with support from SAP support. The support provided will consist of database monitoring, scheduled database administration tasks, and database support tickets.

**Database Support Tickets**

SwRI will utilize database support ticket funds for resolving issues affecting the function of the database. Additional database administration activities may be initiated using Support Ticket funds if approved by Authority representatives.

**Database Monitoring**

SwRI will utilize monitor the database system logs to minimize the loss of ODS core functionality due to database issues. Some examples of the monitored conditions include: insufficient memory allocations, transaction logs exceeding available space, and assorted performance indicators. SwRI will work towards a resolution of the issue. SwRI will contact Authority representatives concerning the issue. Efforts to resolve the condition will utilize critical Database Support tickets.

**Scheduled Database Administration Tasks**

SwRI will assess the database server configuration and database performance every six months as a preventative maintenance task. These activities will be scheduled in advance and occur approximately every six months.

Database administration tasks performed every six months will be funded via non-critical Database Support tickets. Database administration activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for database support tickets are expended.

- **Patch Management**

**Commercial-Off-The-Shelf (COTS) Patch Management**

SwRI will perform patch management of the Sun/Solaris servers that are part of the Data Server system. Patch management refers to evaluating the Solaris operating system patches that are available and deploying them on the production and backup servers. Patching of COTS software and firmware used by the Data Server but not related to the Solaris or Windows operating systems will also be evaluated annually and applied if needed. COTS patch management will include the following tasks:

- Initial configuration of the patch management server processes to the existing SwRI-managed Data Server servers in San Antonio
- Annual patch release maintenance, which will include:
  - Identification of the recommended patch cluster.
  - Identification and, if needed, installation of COTS patches not associated with the operating systems.

- System function testing to mitigate the risk of patches compromising ODS system stability on SwRI test servers in San Antonio.
- Following successful testing, installation of patches to backup and production servers will occur.

Critical patch updates required to address important security patches or to ensure system compatibility with hardware or other required COTS software upgrades will be performed using Support Ticket funds. Additional patching activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for patch tickets are expended.

- **System Monitoring**

SwRI will perform manual checks on the system to ensure the system is operating correctly and to detect potential system events that could result in downtime. SwRI will perform manual system checks of the Data Server two times per week, on Tuesday, and Friday. Issues discovered while performing system monitoring tasks will be investigated and resolved utilizing Support Tickets. Manual checks will include the following:

- Checking the ODS user interface
  - Ensure the interface is accessible
  - Ensure the expected links are reporting data
  - Ensure the expected DMSs are updating with travel time data
  - Check the ODS Software alarms and process integrity (restarts, errors, etc.)
- Checking regional public website
  - Ensure expected CFX and external links are reporting data
- Check remote access to primary and backup ODS servers
- In-depth DMS checks
  - Ensure that the ODS is sending DMS travel time messages asynchronously
  - Check for errors in logs
- In-depth C2C and realtime data checks
  - Check C2C data feed using Status Interface Test Client and the internet-accessible query page
  - Check realtime data
  - Check for dynamic link mismatching
- In-depth DCS tag status
- In-depth process status checks
  - Ensure no processes are late, dead, or having errors
  - Check for new abnormal alarms
- Monitoring for known ODS software issues
- Hardware monitoring including:
  - Server disk space and memory usage

- Status of disk and tape array
- Testing 24/7 Message Service Response:
  - Send test alarm and ensure proper response from 24 / 7 message service
- Check automated scripts :
  - Ensure automated scripts are running properly and producing results.

Additional system monitoring activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for system monitoring are expended.

- **Server Hardware and Device Troubleshooting**

**Data Server Hardware Troubleshooting**

SwRI will provide troubleshooting support for Data Server hardware failures as requested. Support will include participating in coordination teleconferences, working with SAP and/or the Authority to open a hardware repair case with SAP, and testing to ensure that hardware repairs were successful. For additional coordination support required beyond what SwRI estimated in this proposal, Support Ticket funds will be utilized. However, if more coordination support is required beyond what SwRI estimated in this proposal, SwRI will seek approval before exceeding that level of effort. SwRI will track the number of man-hours for all Data Server hardware troubleshooting support as critical support tickets.

**DCS and DMS Troubleshooting**

SwRI will provide troubleshooting support for CFX Data Collection Sensor (DCS) or CFX DMS failures as requested. Support will include participating in coordination teleconferences, querying the Data Server's database for DCS and DMS data, retrieving and distributing Data Server log data, and general troubleshooting efforts to resolve CFX DCS and CFX DMS failures as non-critical support tickets.

SwRI will track the number of man-hours for all troubleshooting support provided to resolve CFX DCS or CFX DMS failures. Additional device troubleshooting activities that exceed the original SwRI estimate will use Support Ticket funds.

- **Additional Development**

SwRI will provide support to complete small development tasks on an as needed basis. These tasks will be defined as development updates outside of the normal scope of regular support. Additional time need to complete this development, as well as additional development requests during the period of the contract, will be tracked in separate task work orders and will utilize Support Ticket funds.

- **One Time Tasks**

**Planned Upgrade to Sybase ASE 15**

The current version of Sybase (ASE 12.5.4) was set to end of life on December 31, 2009, thus SwRI will need to upgrade Sybase to the newest recommended version of

Sybase sufficient to support the project through and beyond the contracted period of performance. SwRI will utilize Sybase Migration Services to assist in the upgrade. SwRI will first upgrade the test servers located at the SwRI facility, then the backup servers located at Hiawasee, and finally the production servers located at CFX Headquarters. Licenses and support for the new installation will be purchased for this effort as well.

Thorough testing will be performed on the upgraded database at each facility before upgrading the database at the next facility. As part of the testing, SwRI will work with Sybase to ensure database performance allows the system to operate effectively. Sybase upgrade activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for the database upgrade are expended.

- **Project Management**

SwRI's Project Manager will work with the Project Manager designated by the Authority on decisions that affect SwRI's participation in the Data Server project. However, the final direction on matters concerning this project will remain with CFX's Project Manager.

**Key Personnel**

SwRI will identify key project staff to the Authority. SwRI will make no changes to the SwRI Project Manager role without written notification and approval from CFX. SwRI will notify the Authority of any other changes in key project staff.

Current key personnel are listed below:

Project Manager and Technical Lead: Clay Weston (Professional Level 2)

System Administrator: Paul Villela (Senior Technician)

**Schedule**

The following list represents the major project milestones:

- Notice to Proceed (per the scope of services, a start date of February 1, 2015, is assumed)
- Monthly Status Meetings: 39 status meetings to correspond with SwRI billing periods and Status Report generation
- COTS Patch Releases: Deploying planned software patches for COTS software annually
- ODS Patch Releases: Development, testing, and deployment of ODS software patches and/or enhancements annually.

The schedule, to be delivered prior to the first status meeting, will provide 20 calendar days for Authority review of all submittals and 15 calendar days for Authority review of re-submittals. SwRI may continue project efforts while submittals are being reviewed. It is understood that doing so does not relieve SwRI of the responsibility to answer and incorporate review comments into the project, nor does it entitle SwRI to additional compensation as a result of making changes due to review comments. If the CFX



submittal review time is exceeded, SwRI will not assume that the submittal is approved without comment. However, schedule adjustments will be made if the CFX review time is exceeded.

When there is an actual or potential delay in the schedule or if SwRI proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative will be submitted to CFX for approval.

#### **Meetings and Progress Reporting**

SwRI will participate in Status Meetings once per each four-week period. Two business days prior to all status meetings, SwRI will submit a status report and updated SPR Log for review. The status report will include uptime statistics for the ODS, a chart showing cumulative invoiced dollars versus budget to date, an updated list of issues, action items, and risks with status and required resolution dates. Status meetings will include the review and discussion of the status report and updated SPR Log. SwRI will submit minutes of these meetings to CFX within five business days after the status meeting. Travel is included for six separate on-site client review meetings. Each meeting will consist of two project team members for a one night trip to and from CFX headquarters.

SwRI will continue to maintain an Action Item database. This database will be used to support the closure of action items in a timely manner. SwRI will continue to maintain a Risks database. This database will be used to track the progress of risks associated with success of the project.

#### **Project Submittals**

SwRI will be responsible for making submittals to CFX for review. CFX's review time will start when required deliverables for each submittal have been received and end with the return shipping of the review comments.

SwRI will continue to provide documents for review and submittal in the manner which we have in the past. This includes an editable format (depending upon the type of document) and an Adobe Acrobat (.pdf) format file. For those documents whose size exceeds the limits on stakeholders' mail applications, SwRI will request assistance from the Authority or Authority representative to distribute documents via their established file distribution application.

#### **Invoice Submittal**

SwRI will provide backup documentation with invoices that contain detailed invoicing information to the Authority. The backup documents will contain the same information, in the same form as currently provided. The following information will be included:

- Amount of the current invoice
- Amount invoiced to date
- Contract limiting amount
- Percent of the contract limiting amount invoiced to date
- Balance (contract limiting amount minus the amount invoiced to date)
- Retainage percentage



- Fee percentage - for Direct Costs, such as 24/7 answering service

The invoice backup information will include the number of hours billed per labor category. In addition, average hourly rates per labor category for the billing period will be included with the original invoice delivered to the Authority.

In the event that estimated funds for generation of the detailed invoice backups are expended, SwRI is authorized to continue generation of the invoice support materials utilizing Support Tickets.

- **Maintenance Documentation and Updates**

SwRI will update the MOP Document and SPR Log during this maintenance period. SwRI will maintain notes for other documentation updates required due to ODS software patches, other software changes, or COTS software updates/changes made within this maintenance period. These notes will be used for official documentation updates required for the next release of the ODS.

**Method of Procedures Document Updates**

SwRI will submit an updated version of the MOP as needed during the life of this maintenance period. Updates will reflect changes in procedures, updated contract information, and updates based on the Authority's comments/recommendations. SwRI has budgeted for one update to occur during the maintenance period. If additional updates of the MOP are needed, Support Ticket funds will be utilized.

**Software Problem Report Log Updates**

SwRI will maintain and resubmit an updated SPR Log to correspond with each invoicing period. The updated SPR Log will be submitted prior to the status meeting. SwRI will review the SPR Log with the Authority during the status report meeting. SwRI will update the SPR Log according to the current status of the issues and in accordance with recommendations of the Authority.

- **CFX Responsibilities**

The Authority will provide the following to assist SwRI in the monitoring and maintenance of the Data Server:

- VPN Access: The Authority will provide SwRI with VPN access to the primary and backup ODS servers, located at CFX Headquarters and the Hiawassee mainline plaza, respectively. VPN access will be subject to availability.
- Oracle Hardware Maintenance: The Authority will ensure that the Data Server's Oracle servers are covered under a maintenance agreement with Oracle. Should the Oracle hardware become end of life and not supportable by Oracle, CFX will be responsible to procure new hardware or provide on-going hardware maintenance support.
- Windows Hardware Maintenance: The Authority will ensure that the Data Server's C2C Windows Servers are maintained and will provide support to resolve hardware issues.

- Coordination Delegates: The Authority will designate a delegate(s) for coordination of maintenance activities, coordination with Sun, coordination with DCS troubleshooting, and coordination with DMS troubleshooting.
- Maintenance Windows: The Authority or Authority representative will define maintenance windows for support activities. Maintenance windows will require coordination with FDOT if the activity will interrupt the provision of travel times from the ODS to FDOT.

#### Cost Summary

The following table outlines the budget allocations for the tasks that are part of this proposal. SwRI understands that the total cost is a not-to-exceed limiting amount that will be added to the current not-to-exceed limiting amount of the ODS project. If the required level of effort for any particular category of support exceeds the estimated level of effort for that category, the Authority may authorize work to continue under the Support Ticket funding. If the contract ceiling is reached prior to the end of the period of performance, work will cease until the contract is amended with additional funding.

Task	Total Cost
Support Tickets	\$768,708
24/7 Phone Support	\$28,952
Database Administration	\$49,449
COTS Patch Management	\$38,013
System Monitoring	\$69,358
Server Hardware/Device Troubleshooting	\$113,200
Additional Development	\$95,476
Project Management	\$207,976
Sybase Upgrade	\$115,615.29
<b>Total</b>	<b>\$1,486,747.29</b>

It is assumed all support will be provided remotely from the SwRI facilities in San Antonio. If on-site travel is required, trip expenses will utilize Support Ticket funding.

#### Schedule

The period of performance for this proposal will be three years from the notice to proceed.

Mr. Corey Quinn  
Proposal No. 10-73017  
December 11, 2014  
Page 11

**Summary**

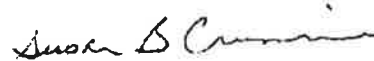
The total cost for the tasks included in this proposal is \$1,486,747.29 as detailed in the attached cost proposal. If you have any questions or comments, please contact me at (210) 522-2954 or by e-mail at [clay.weston@swri.org](mailto:clay.weston@swri.org). Contractual questions or concerns should be directed to Ms. Patty Cade at (210) 522-2397 or by e-mail at [patty.cade@swri.org](mailto:patty.cade@swri.org).

Sincerely,



Clay Weston  
Sr. Research Analyst  
Transportation Management Systems Section  
Intelligent Systems Department

Approved by:



Susan B Crumrine  
Vice President  
Automation and Data Systems Division

CW/cp

Attachment


cc: Josh Johnson  
Steve Dellenback Ph.D., PMP *SD*  
John Hope (Atkins)

**CONSENT AGENDA ITEM  
#14**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 27, 2018

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for  
Design Consultant Services for Three-Line Dynamic Message Signs (DMS)  
Replacement Project  
Project 599-545, Contract No. 001419

Letters of Interest for the referenced project was advertised on July 8, 2018. Responses were received from five (5) firms by the deadline. Those firms were: DRMP, Inc., F.R. Aleman and Associates, Inc., Traffic Engineering Data Solutions, Inc., Vanassee Hangen Brustlin, Inc. and WSP USA, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on July 31, 2018 and shortlisted Traffic Engineering Data Solutions, Inc., WSP USA, Inc., and Vanassee Hangen Brustlin, Inc.


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 27, 2018. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The result of that process was as follows:

<u>Ranking</u>	<u>Firm</u>
1	Vanassee Hangen Brustlin, Inc.
2	Traffic Engineering Data Solutions, Inc.
3	WSP USA, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with Vanassee Hangen Brustlin, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Vanassee Hangen Brustlin, Inc. is not successful, Board authorization to enter into negotiations in ranked order is requested.

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-001419 Committee Meeting August 27, 2018 Minutes**

Technical Review Committee for **Design Consultant Services for Three-Line Dynamic Message Signs (DMS) Replacement Project; Project No. 599-545; Contract No. 001419**, held a duly noticed meeting on Monday, August 27, 2018 at 9:03 p.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Bryan Homayouni, Manager of Traffic Operations  
Will Hawthorne, Manager of Engineer  
Corey Quinn, Chief of Technology/Operations

**Other Attendees:**

Robert Johnson, Manager of Procurement

**Presentations / Q and A:**

Robert began 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.

Traffic Engineering Data Solutions, Inc.	09:05 – 09:40 a.m.
Vanassee Hangen Brustlin, Inc.	09:52 – 10:27 a.m.
WSP USA, Inc.	10:46 – 11:21 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. The score sheets were tallied by 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>
Traffic Engineering Data Solutions, Inc.	07	02
Vanassee Hangen Brustlin, Inc.	03	01
WSP USA, Inc.	08	03

The Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. It was agreed that Bryan Homayouni would review and approve the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 11:53 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, August 27, 2018, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 

Robert Johnson

Approved by: 

Bryan Homayouni




CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

DESIGN CONSULTANT SERVICES FOR THREE- LINE DYNAMIC MESSAGE SIGNS (DMS)  
REPLACEMENT PROJECT  
PROJECT NO. 599-545; CONTRACT NO. 001419

CONSULTANT	Bryan Homayouni Score	Corey Quinn Score	Will Hawthorne Score			TOTAL SCORE	RANKING
Traffic Engineering Data Solutions, Inc.	3	2	2			7	2
Vanasse Hangen Brustlin, Inc.	1	1	1			3	1
WSP USA, Inc.	2	3	3			8	3

EVALUATION COMMITTEE MEMBERS:

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

Date: Monday, August 27, 2018

Date: Monday, August 27, 2018

Date: Monday, August 27, 2018




**CONSENT AGENDA ITEM  
#15**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2018

SUBJECT: Authorization to Advertise for Construction Bids for the Wekiva Parkway Closed-Circuit Television (CCTV) Camera Deployment  
Project 599-547, Contract No. 001463

---

Board authorization is requested to advertise for construction bids for the Wekiva Parkway CCTV Camera Deployment. This project includes placement of additional CCTV cameras on the Wekiva Parkway to provide greater viewing coverage of the system. This project will provide a 100% view of the Wekiva Parkway mainline roadway.

Installation includes all infrastructure required for a complete operational system, including but not limited to steel CCTV poles with lowering device, as well as all requisite power and communications infrastructure.

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

Reviewed by: 


Bryan Homayouni, P.E.  
Manager of Traffic Operations

**CONSENT AGENDA ITEM  
#16**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2018



SUBJECT: Authorization to Advertise for Construction Bids for the Supplement Data Collection Sensor (DCS) and Closed Circuit Television (CCTV) Deployment Project  
Project 599-537, Contract No. 001464

---

Board authorization is requested to advertise for construction bids for DCS and CCTV Deployment Project. This project includes installing additional ITS devices to allow for greater accuracy of travel time data and greater viewing coverage of the system. The intent of this project is to supplement the existing deployments with additional CCTV cameras, Traffic Monitoring Stations (TMS), Dynamic Message Signs (DMS) and DCS locations throughout the system for improved system operations. In addition, this project will improve serviceability of the locate services associated with the fiber optic network.

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

Reviewed by:

  
Bryan Homayouni, P.E.  
Manager of Traffic Operations 

**CONSENT AGENDA ITEM  
#17**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2018

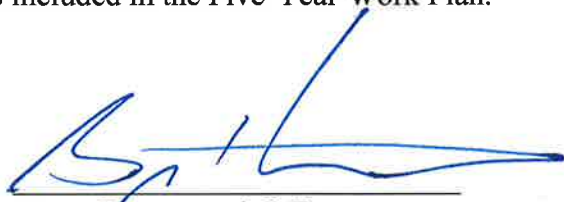

SUBJECT: Authorization to Advertise for Construction Bids for the Dynamic Curve Warning System (DCWS) Pilot Project  
Project 599-541, Contract No. 001465

---

Board authorization is requested to advertise for construction bids for the DCWS Pilot Project. This project includes the deployment of DCWS on the SR 417 Southbound to SR 408 Westbound system interchange ramp.

This Pilot Project will explore the use of DCWS which was evaluated by the Federal Highway Administration and shown to reduce speeds on curves. The system includes wireless controllers and solar powered radar detection used to flash a series of chevron signs equipped with LED lights at the curve. This system both warns and guides drivers through the curve. The DCWS is meant to enhance existing advance warning signage.

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

Reviewed by:   
Bryan Homayouni, P.E.  
Manager of Traffic Operations 

**CONSENT AGENDA ITEM  
#18**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2018

SUBJECT: Authorization to Advertise for Construction Bids for the Network Phase II Project  
Project 599-524, Contract No. 001466

---

Board authorization is requested to advertise for construction bids for the Network Phase II Project. This project is a continuation of efforts to improve the existing fiber optic network throughout the CFX system.

The Network Phase II Project includes systemwide fiber splicing and equipment configuration updates. The project will help improve the performance and redundancy of the fiber optic network supporting the Intelligent Transportation Systems (ITS) throughout the CFX system. Redundancy will be improved by providing additional communication paths for the CFX ITS devices. The project also accounts for further expandability of the expressway system.

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

Reviewed by: 

Bryan Homayouni, P.E.  
Manager of Traffic Operations 

**CONSENT AGENDA ITEM  
#19**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2018

SUBJECT: Authorization to Advertise an Invitation to Bid for Field Ethernet Switch Equipment  
Project 599-542, Contract No. 001467



---

Board authorization is requested to advertise an Invitation to Bid for the purchase of Field Ethernet Switch Equipment from qualified vendor(s) to maintain the existing Intelligent Transportation System Network throughout CFX's system.

The Field Ethernet Switches requested for purchase are used to communicate to the Intelligent Transportation Systems (ITS) devices throughout the entire roadway system. The majority of the existing Field Ethernet Switches on the CFX system today have been in service for up to 10 years and are reaching the end of their serviceable life. These units were evaluated and selected based on performance, reliability and cost effectiveness.

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

Reviewed by:

  
Bryan Homyouni, P.E.  
Manager of Traffic Operations 

**CONSENT AGENDA ITEM  
#20**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2018

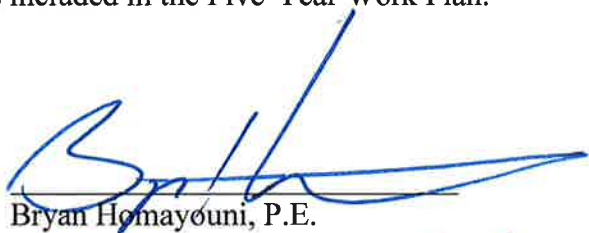

SUBJECT: Authorization to Advertise an Invitation to Bid for IS5 Terminal Servers  
Project 599-550, Contract No. 001468

---

Board authorization is requested to advertise an Invitation to Bid for the purchase of IS5 Terminal Servers from qualified vendor(s).

Terminal servers are required at each Traffic Monitoring Station (TMS) throughout the system to connect the TMS to the Fiber Optic Network. The current terminal servers have reached their end of life and are no longer being serviced or repaired. The IS5 units were evaluated and selected based on performance, reliability and cost effectiveness.

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

Reviewed by:   
Bryan Homayouni, P.E.  
Manager of Traffic Operations 

# E.1.

## Chairman's Report

**THERE ARE NO  
BACKUP MATERIALS  
FOR THIS ITEM**



# E.2.


## Treasurer's Report

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: August 23, 2018 

RE: July 2018 Financial Reports

Attached please find the July 2018 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS**  
**AND RELATED DOCUMENTS**  
**FOR THE MONTH ENDING JULY 31, 2018 AND YEAR-TO-DATE**

	<b>FY 19 MONTH ACTUAL</b>	<b>FY 19 MONTH BUDGET</b>	<b>FY 19 YEAR-TO-DATE ACTUAL</b>	<b>FY 19 YEAR-TO-DATE BUDGET</b>	<b>FY 19 YEAR-TO-DATE VARIANCE</b>	<b>FY 19 YEAR-TO-DATE % VARIANCE</b>	<b>FY 18 - 19 YEAR-TO-DATE COMPARISON</b>
<b>REVENUES</b>							
TOLLS	\$ 39,019,368	\$ 36,662,808	\$ 39,019,368	\$ 36,662,808	\$ 2,356,560	6.4%	8.4%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	\$ 365,306	450,890	365,306	450,890	(85,583)	-19.0%	-13.9%
TRANSPONDER SALES	\$ 26,376	23,176	26,376	23,176	3,199	13.8%	9.7%
OTHER OPERATING	\$ 14,706	9,262	14,706	9,262	5,444	58.8%	-63.6%
INTEREST	\$ 364,090	250,000	364,090	250,000	114,090	45.6%	7.6%
MISCELLANEOUS	\$ 99,874	99,668	99,874	99,668	206	0.2%	2.9%
<b>TOTAL REVENUES</b>	<b>\$ 39,889,719</b>	<b>37,495,804</b>	<b>39,889,719</b>	<b>37,495,804</b>	<b>2,393,915</b>	<b>6.4%</b>	<b>8.0%</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	\$ 1,805,351	2,096,364	1,805,351	2,096,364	291,013	13.9%	-1.6%
MAINTENANCE	\$ 93,855	102,974	93,855	102,974	9,119	8.9%	5.9%
ADMINISTRATION	\$ 451,507	479,417	451,507	479,417	27,910	5.8%	13.6%
OTHER OPERATING	\$ -	-	-	-	-	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 2,350,713</b>	<b>2,678,755</b>	<b>2,350,713</b>	<b>2,678,755</b>	<b>328,042</b>	<b>12.2%</b>	<b>1.3%</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 37,539,006</b>	<b>34,817,049</b>	<b>37,539,006</b>	<b>34,817,049</b>	<b>2,721,957</b>	<b>7.8%</b>	<b>8.5%</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 13,911,414</b>	<b>14,067,215</b>	<b>13,911,414</b>	<b>14,067,215</b>	<b>155,801</b>	<b>1.1%</b>	<b>0.2%</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 23,627,591</b>	<b>\$ 20,749,833</b>	<b>\$ 23,627,591</b>	<b>\$ 20,749,833</b>	<b>\$ 2,877,758</b>	<b>13.9%</b>	<b>14.0%</b>

Note: Due to delays in the processing of SunPass customers on CFX roadways, toll revenue is based on CFX traffic reports not funds received from SunPass

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 2019  
FOR THE MONTH ENDING JULY 31, 2018 AND YEAR-TO-DATE**

	<u>FY 2019 ACTUAL</u>	<u>FY 2019 BUDGET</u>	<u>VARIANCE</u>	<u>FY 19 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 1,805,351	\$ 2,096,364	\$ 291,013	13.9%
Maintenance	93,855	102,974	9,119	8.9%
Administration	451,507	479,417	27,910	5.8%
Other Operating	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
Total O M & A	\$ 2,350,713	\$ 2,678,755	\$ 328,042	12.2%
Capital Expenditures				
Operations	\$ -	\$ -	-	0.0%
Maintenance	-	-	-	0.0%
Administration	<u>-</u>	<u>1,667</u>	<u>1,667</u>	<u>100.0%</u>
Total Capital Expenditures	\$ -	\$ 1,667	\$ 1,667	100.0%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.



**Central Florida Expressway Authority  
Operations - Comparison of Actual to Budget  
For the One Month Ending July 31, 2018**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Toll Operations	35,466	37,882	2,416	6.38%
Image Review	433,900	427,169	(6,731)	-1.58%
Special Projects	225	11,522	11,297	98.05%
Information Technology	103,008	127,049	24,040	18.92%
E-PASS Service Center	476,066	712,240	236,175	33.16%
E-PASS Business Services	8,795	10,779	1,984	18.41%
Public Outreach/Education	49	1,667	1,618	97.09%
<b>Subtotal CFX</b>	<b>1,057,508</b>	<b>1,328,308</b>	<b>270,800</b>	<b>20.39%</b>
Plazas	747,843	768,056	20,213	2.63%
<b>Subtotal Toll Facilities</b>	<b>747,843</b>	<b>768,056</b>	<b>20,213</b>	<b>2.63%</b>
<b>Total Operations Expenses</b>	<b>1,805,351</b>	<b>2,096,364</b>	<b>291,013</b>	<b>13.88%</b>

**Central Florida Expressway Authority  
Maintenance - Comparison of Actual to Budget  
For the One Month Ending July 31, 2018**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Maintenance Administration	65,120	67,750	2,629	3.88%
Traffic Operations	28,735	32,677	3,943	12.07%
Routine Maintenance	0	2,547	2,547	100.00%
<b>Total Maintenance Expenses</b>	<b>93,855</b>	<b>102,974</b>	<b>9,119</b>	<b>8.86%</b>

**Central Florida Expressway Authority  
Administration - Actual to Budget by Cost Center  
For the One Month Ending July 31, 2018**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
General	37,915	38,936	1,021	2.62%
Administrative Services	185,782	193,085	7,303	3.78%
Communications	34,112	35,805	1,693	4.73%
Human Resources	12,211	16,367	4,156	25.39%
Supplier Diversity	11,389	13,362	1,973	14.77%
Accounting	74,529	77,470	2,941	3.80%
Records Management	17,420	20,179	2,758	13.67%
Construction Administration	3,668	4,950	1,282	25.90%
Procurement	30,792	32,171	1,378	4.28%
Legal	36,850	41,598	4,748	11.41%
Internal Audit	0	0	0	0.00%
525 Magnolia	2,812	2,988	176	5.89%
Engineering	4,029	4,174	145	3.47%
<b>Grand Total Expenses</b>	<b>451,507</b>	<b>481,084</b>	<b>29,576</b>	<b>6.15%</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 JULY 31, 2018 AND YEAR-TO-DATE**

	<b>FY 19 YEAR-TO-DATE ACTUAL</b>	<b>FY 19 YEAR-TO-DATE BUDGET</b>	<b>FY 19 YEAR-TO-DATE VARIANCE</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>YEAR-TO-DATE VARIANCE COMPARISON</b>
<b>REVENUES</b>							
TOLLS	\$ 39,019,368	\$ 36,662,808	\$ 2,356,560	\$ 36,008,837	\$ 34,492,272	\$ 1,516,565	\$ 839,995
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	365,306	450,890	(85,583)	424,381	332,407	91,974	(177,557)
TRANSPONDER SALES	26,376	23,176	3,199	24,048	17,329	6,719	(3,520)
OTHER OPERATING	14,706	9,262	5,444	40,348	18,073	22,275	(16,831)
INTEREST	364,090	250,000	114,090	338,507	337,464	1,043	113,047
MISCELLANEOUS	99,874	99,668	206	97,100	84,100	13,000	(12,794)
<b>TOTAL REVENUES</b>	<b>39,889,719</b>	<b>37,495,804</b>	<b>2,393,915</b>	<b>36,933,221</b>	<b>35,281,645</b>	<b>1,651,576</b>	<b>742,339</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	1,805,351	2,096,364	291,013	1,835,061	1,906,570	71,509	219,504
MAINTENANCE	93,855	102,974	9,119	88,658	187,285	98,627	(89,508)
ADMINISTRATION	451,507	479,417	27,910	397,394	465,447	68,053	(40,143)
OTHER OPERATING	-	-	-	-	-	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>2,350,713</b>	<b>2,678,755</b>	<b>328,042</b>	<b>2,321,113</b>	<b>2,559,302</b>	<b>238,189</b>	<b>89,853</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>37,539,006</b>	<b>34,817,049</b>	<b>2,721,957</b>	<b>34,612,108</b>	<b>32,722,343</b>	<b>1,889,765</b>	<b>832,192</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>13,911,414</b>	<b>14,067,215</b>	<b>155,801</b>	<b>13,883,742</b>	<b>14,158,164</b>	<b>(274,422)</b>	<b>430,223</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 23,627,591</b>	<b>\$ 20,749,833</b>	<b>\$ 2,877,758</b>	<b>\$ 20,728,366</b>	<b>\$ 18,564,179</b>	<b>\$ 2,164,187</b>	<b>\$ 713,571</b>

Note: Due to delays in the processing of SunPass customers on CFX roadways, toll revenue is based on CFX traffic reports not funds received from SunPass

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**  
**CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS**  
**PREVIOUS YEAR COMPARISON**  
**FOR THE MONTH ENDING JULY 31, 2018 AND YEAR-TO-DATE**

	<b>FY 19 MONTH ACTUAL</b>	<b>FY 18 MONTH ACTUAL</b>	<b>FY 18 - 19 SAME MONTH COMPARISON</b>	<b>FY 19 YEAR-TO-DATE ACTUAL</b>	<b>FY 18 YEAR-TO-DATE ACTUAL</b>	<b>FY 18 - 19 YEAR-TO-DATE COMPARISON</b>
<b>REVENUES</b>						
TOLLS	\$ 39,019,368	\$ 36,008,837	\$ 3,010,531	\$ 39,019,368	\$ 36,008,837	\$ 3,010,531
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	365,306	424,381	(59,075)	365,306	424,381	(59,075)
TRANSPONDER SALES	26,376	24,048	2,328	26,376	24,048	2,328
OTHER OPERATING	14,706	40,348	(25,642)	14,706	40,348	(25,642)
INTEREST	364,090	338,507	25,583	364,090	338,507	25,583
MISCELLANEOUS	99,874	97,100	2,774	99,874	97,100	2,774
<b>TOTAL REVENUES</b>	<b>39,889,719</b>	<b>36,933,221</b>	<b>2,956,498</b>	<b>39,889,719</b>	<b>36,933,221</b>	<b>2,956,498</b>
<b>O M &amp; A EXPENSES</b>						
OPERATIONS	1,805,351	1,835,061	(29,710)	1,805,351	1,835,061	(29,710)
MAINTENANCE	93,855	88,658	5,197	93,855	88,658	5,197
ADMINISTRATION	451,507	397,394	54,113	451,507	397,394	54,113
OTHER OPERATING	-	-	-	-	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>2,350,713</b>	<b>2,321,113</b>	<b>29,600</b>	<b>2,350,713</b>	<b>2,321,113</b>	<b>29,600</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>37,539,006</b>	<b>34,612,108</b>	<b>2,926,898</b>	<b>37,539,006</b>	<b>34,612,108</b>	<b>2,926,898</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>13,911,414</b>	<b>13,883,742</b>	<b>27,672</b>	<b>13,911,414</b>	<b>13,883,742</b>	<b>27,672</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 23,627,591</b>	<b>\$ 20,728,366</b>	<b>\$ 2,899,225</b>	<b>\$ 23,627,591</b>	<b>\$ 20,728,366</b>	<b>\$ 2,899,225</b>

Note: Due to delays in the processing of SunPass customers on CFX roadways, toll revenue is based on CFX traffic reports not funds received from SunPass

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.

# E.3.

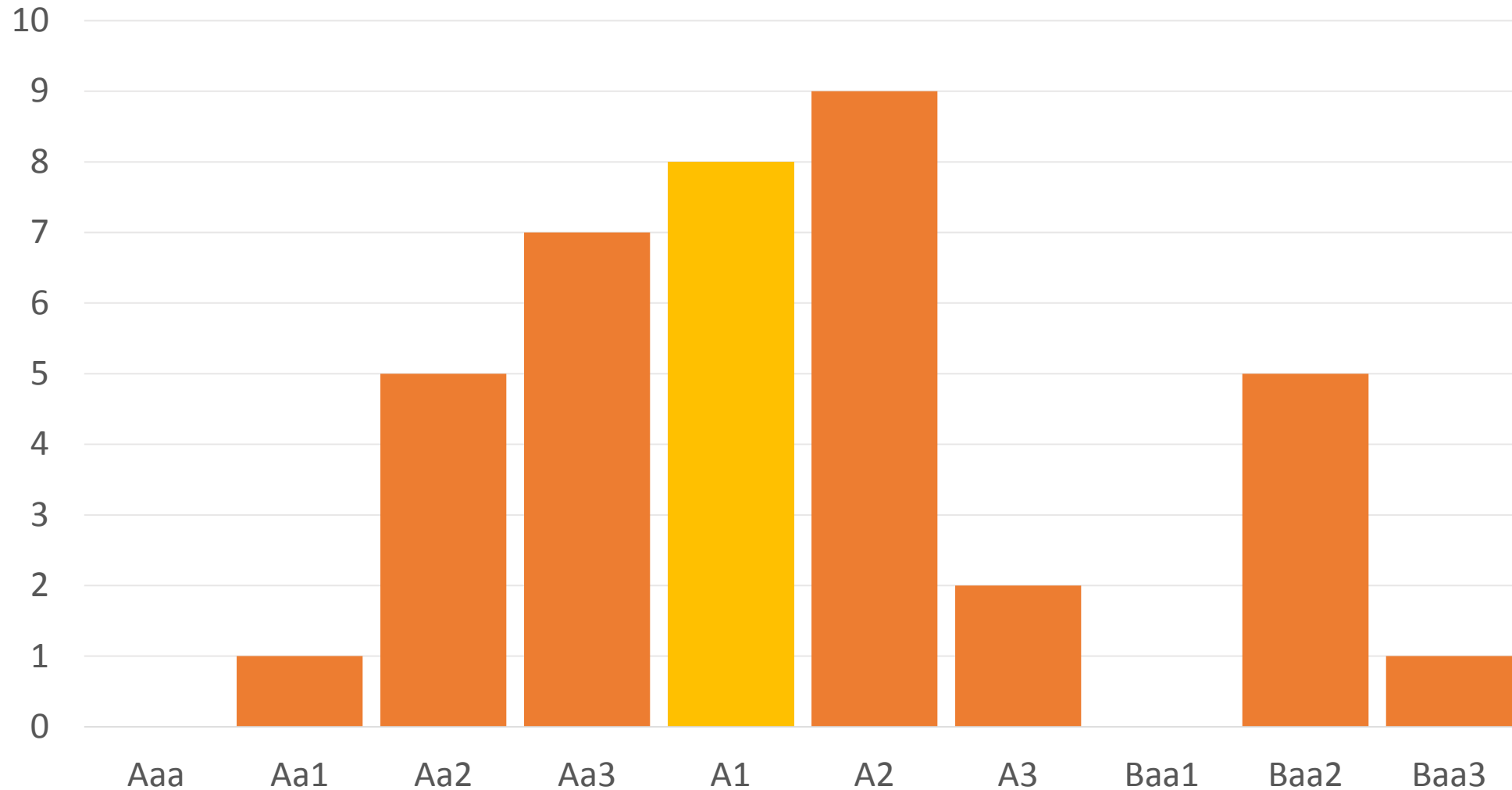
## Executive Director's Report



# Executive Director's Report

— September 13, 2018 —

# Moody's Investor Service Toll Facilities Ratings





# In the COMMUNITY



CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY



Save the date!

CFX SERVES  
*presents*

*Third Annual*

Chili Cook-Off

26 OCTOBER 2018 • CFX • ORLANDO, FL

# Benefiting

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*Gliding  
Stars*



ADAPTIVE  
ICE SKATING

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY



## Executive Director Report September 2018

### DASHBOARD

#### Major Construction Contracts

The Toll System Replacement project has required much more test time than originally estimated. The CFX team has a rigorous test protocol and has delayed the installation until test requirements are met. The documentation requirements have been moved to the end of the contract period to accelerate production in the lanes. The Toll System Replacement project includes the installation of high quality cameras and optical character and image recognition software that is designed to increase OCR reliability and lower labor costs associated with plate reads over time.

#### Traffic Congestion Heat Maps

SR 528 eastbound from Boggy Creek Road to SR 417 is experiencing congestion in the evening peak period. Design is underway to expand SR 528 from Semoran to Goldenrod from two to four lanes in each direction and improve the Semoran Boulevard interchange. One lane will be added in each direction on SR 528 from Goldenrod to SR 417 after the Semoran Boulevard interchange improvements are completed.

### CUSTOMER FOCUS

#### E-ZPass

The Central Florida Expressway Authority began accepting E-ZPass toll transponders on September 1, 2018. CFX is the first Florida toll agency to join the E-ZPass network bringing the total number of states served by E-ZPass to 17. From September 1 through September 4 at 1:00 pm, CFX collected 26,040 E-ZPass transactions (\$33,044).

Customers that wish to have one transponder will soon be able to use E-PASS Xtra, a new transponder that functions as both an E-PASS and an E-ZPass, allowing seamless travel throughout Florida and all E-ZPass states.

#### Amazon

You can now purchase an E-PASS portable transponder on Amazon! The cost is \$14.14 and next day shipping is free with Amazon Prime. E-PASS Xtra will be added later this year.

#### SunPass Central Migration

FTE Executive Director, Paul Wei indicated that all the remaining SunPass backlogged transactions would be sent to CFX by Monday, September 3, 2018. Backlogged transactions can now be viewed on E-PASS customer accounts. CFX is allowing E-PASS customers up to three months to pay for

their backlogged SunPass transactions. The CFX team continues to email E-PASS customers to provide updates.

FDOT continues to send CFX weekly revenue estimates. Revenues will be reconciled and a payment for the differential will be made by FDOT in the future.

**Estimated** revenues net of credit card fees received from FDOT:

Time Period	Wire Received	No. of Days	Amount
06/02 - 06/05		4	\$0.00
06/06 - 06/23	7/16/2018	18	\$12,700,000
06/24 - 06/30	7/9/2018	7	\$4,950,000
07/01 - 07/07	7/16/2018	7	\$4,950,000
07/08 - 07/14	7/23/2018	7	\$4,934,000
07/15 - 07/21	7/30/2018	7	\$4,942,000
07/22 - 07/31	8/6/2018	10	\$7,060,000
08/01 - 08/07	8/13/2018	7	\$4,942,000
08/08 - 08/14	8/20/2018	7	\$4,942,000
08/15 - 08/21	8/27/2018	7	\$4,942,000
08/22 - 08/28	9/4/2018	7	\$4,942,000
			\$59,304,000

FTE has been unable to accept payment from CFX since Conduent's migration in early June. FTE also confirmed that they have not been processing toll-by-plate invoices. They hope to begin sending out toll-by-plate invoices sometime in October. CFX may experience some impacts such as calls and inquires as a result.

## COMMUNITY SUPPORT

### Chili Cook-Off

The 3<sup>rd</sup> Annual Chili Cook-Off will be held on Friday, October 26, 2018 and promises to be the best yet! Proceeds will go to Gliding Stars Adaptive Ice Skate Program. The Gliding Stars organization provides specialized equipment to enable skaters with challenging disabilities to learn to ice skate.

Sign up to compete and/or purchase Chili Cook-Off tickets at the front desk for \$10.00 to support this great cause!

### Pace Center for Girls

On August 27<sup>th</sup> I had the unique opportunity to speak with the Orange PACE Center for Girls! PACE provides young women 11 to 17 years of age an opportunity for a better future through education, counseling, training and advocacy. It was an incredible experience and I look forward to working with them on a more regular basis in the future.

## PROJECT DEVELOPMENT

### Lake/Orange Connector

The Central Florida Expressway Authority is conducting a Feasibility and Project Development and Environment Study for the proposed Lake/Orange County Connector. More than 125 residents and other stakeholders attended our first public meeting on August 30, 2018 in Clermont.

## TRANSPORTATION PARTNERSHIPS

### The Future of Transportation Summit

CFX is partnering with TEAM FL and Lake County to plan a Future of Transportation Summit at Clermont City Center on Friday, October 12, 2018 at 8:00 a.m. Topics will include connected and autonomous vehicles, innovative transit partnerships and green transportation technologies. We are especially excited to hear more from our keynote speaker, Allie Kelly, Executive Director of The Ray – a transportation innovation proving ground located in West Georgia.

### IBTTA Annual Technology Summit

CFX is one of the chief meeting organizers for the International Bridge Tunnel and Turnpike Association's Annual Technology Summit in Orlando March 31 to April 2, 2019.

## FINANCIAL RESPONSIBILITY

### Bond Rating Upgrade

The Central Florida Expressway Authority's (CFX) credit rating on their senior lien bonds has been upgraded to "A+" rating by Fitch Ratings. The ratings agency also upgraded CFX's junior lien obligations to "A".

In its report, Fitch cited CFX's "continued strong operating and financial performance" as well as maintaining "its facilities to a high standard, with robust historical financial performance" as leading factors for the rating upgrade.

Fitch also stated that CFX's roadway system is a critical component of Central Florida's transportation network. Adding that the agency has a "proven track record" of successfully delivering capital improvements like its recently completed Wekiva Parkway sections and several major capacity improvement projects.

## PRESENTATIONS

August 9: Polk Transportation Planning Organization Board: Poinciana Parkway  
August 14: Osceola County Expressway Authority Meeting: E-PASS/SunPass  
August 16: Leadership Apopka  
August 22: Lake Sumter Metropolitan Planning Organization Board: Lake/Orange County Connector  
August 27: PACE Orange County Tour & Presentation  
August 29: West Orange Chamber: Lake/Orange County Connector  
August 30: Mount Dora Kiwanis Club  
Sept. 10: Greater Orlando Builders Association: Lake/Orange County Connector

## MEETINGS

August 15: Poinciana Parkway Project Advisory Group & Environmental Advisory Group  
August 15: I-4 Ultimate Public Involvement Coordination  
August 21: Wekiva River Basin Commission  
August 22: MetroPlan: Community Advisory Committee  
August 23: Downtown Orlando Partnership  
  
August 29: I-4 Ultimate Public Involvement Coordination  
August 30: Lake/Orange County Connector Public Meeting  
Sept. 6: MetroPlan: Municipal Advisory Committee  
Sept. 6-7: Florida Transportation Commission

## EVENTS

August 17: Hispanic Business Expo  
August 24: Doing Business in Brevard  
Sept. 10: KnightPASS: UCF Fan Fest

## PERFORMANCE DASHBOARD

**JULY 2018**

*Fiscal year runs from July 1-June 30*

### CUSTOMER SERVICE

	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center: East	7,714	7,788	2:04	<5m

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

Call Center	65,572	74,654	0:27	<1m
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**CALL CENTER: % MINUTE INTERVALS** <1 1-3 3-5 5+ 0.4%

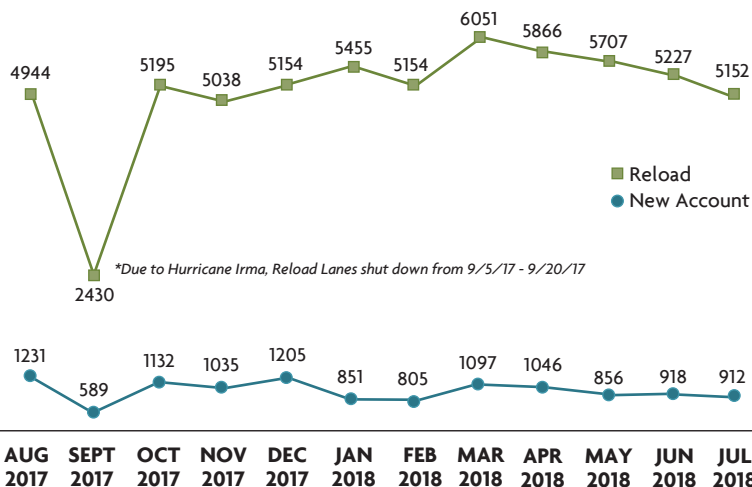


### WRONG WAY DRIVING (WWD)

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL
Total Vehicles Detected	10	13	11	15	8	16	11
Documented Turn Arouds	9	11	9	12	7	14	9

### RELOAD CUSTOMER SERVICE LANE ACTIVITY

**Monthly averages: 1,104 E-PASS sales and 5,253 E-PASS account reloads**



### MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR	Contract Completion Date
SR 408/SR 417 Interchange (Phase II)	\$63.7	\$35.7	56%	42%		October 2019
SR 408 Widening from SR 417 to Alafaya Trail	\$76.3	\$33.7	44%	41%		October 2019
SR 528 Econlockhatchee River Bridge Replacement	\$17.8	\$14.6	82%	86%		October 2018
Toll System Replacement	\$54.4	\$21.2	39%	75%		August 2019

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

### FINANCIALS

#### FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$39.9	\$37.5	6%
OM&A Expenses	\$2.4	\$2.7	12%
Net Revenue	\$23.6	\$20.7	14%

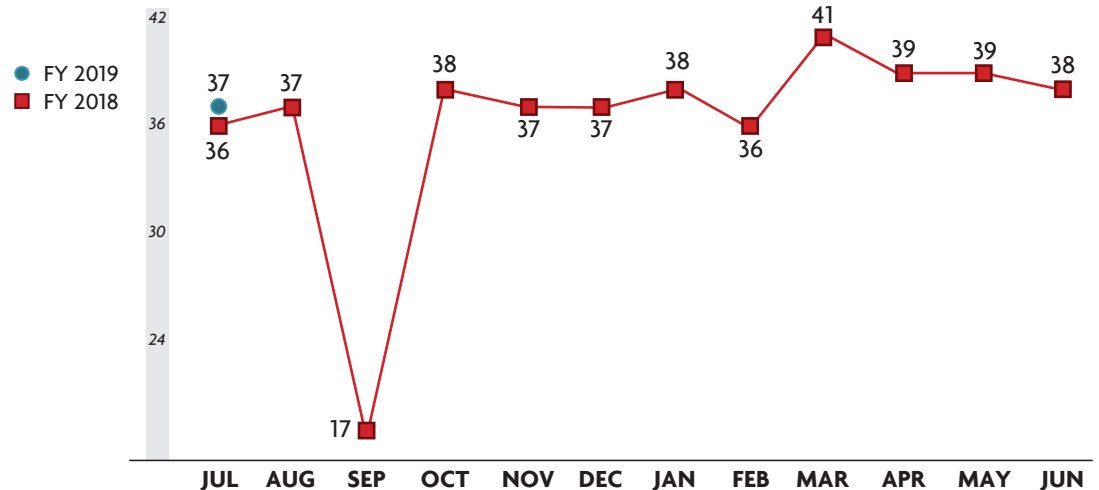
LEGEND: >1.45 <1.21 to 1.44 <1.21 to 1.44 <1.21 to 1.44

#### DEBT SERVICE

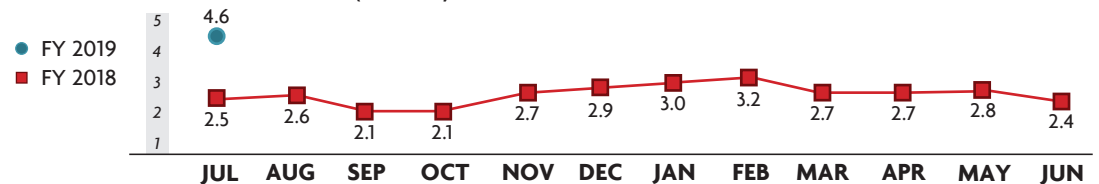
FY to Date	Actual	Budget
Senior Lien	2.41	2.40
Subordinate Lien	2.31	2.30

LEGEND: >1.45 <1.21 to 1.44 <1.21 to 1.44 <1.21 to 1.44

### TOTAL TRANSACTIONS ON CFX SYSTEM (millions)



### PAY BY PLATE TRANSACTIONS (millions)



# TRAFFIC CONGESTION HEAT MAPS

## A Quarterly Update

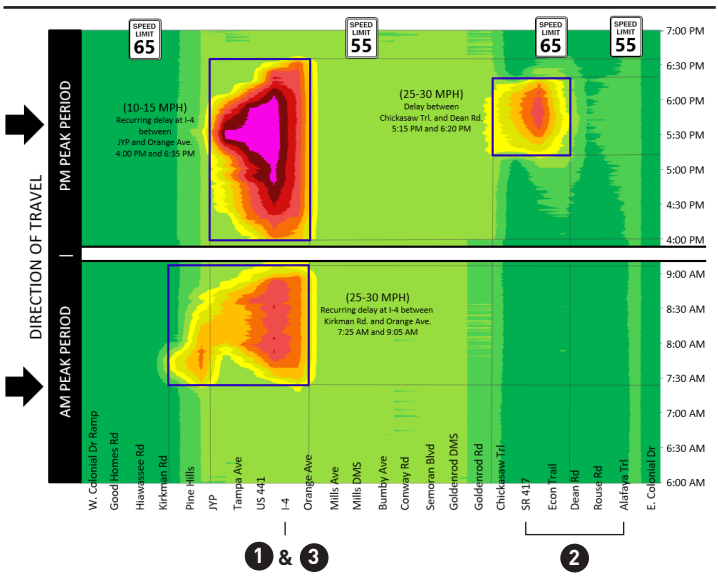
### April - June 2018

Map Scale in Miles Per Hour

65-70	30-35
60-65	25-30
55-60	20-25
50-55	15-20
45-50	10-15
40-45	5-10
35-40	0-5



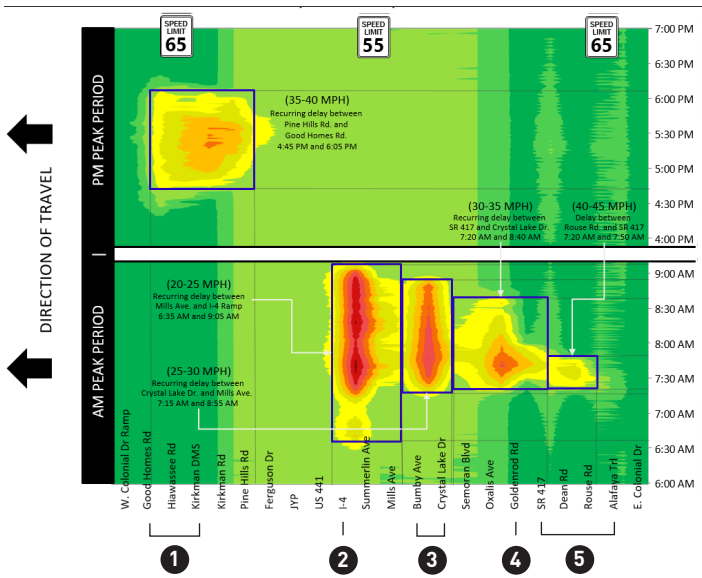
### SR 408 Eastbound



#### Projects:

1. (AM) Construction underway – widen the SR 408 mainline through the *I-4 interchange* part of I-4 Ultimate. Completion late 2021.
2. Construction underway – widen the SR 408 mainline between *SR 417 and Alafaya Trail*. Completion Fall 2019.
3. (PM) Construction underway – widen the SR 408 mainline through the *I-4 interchange* part of I-4 Ultimate. Completion late 2021.

### Westbound

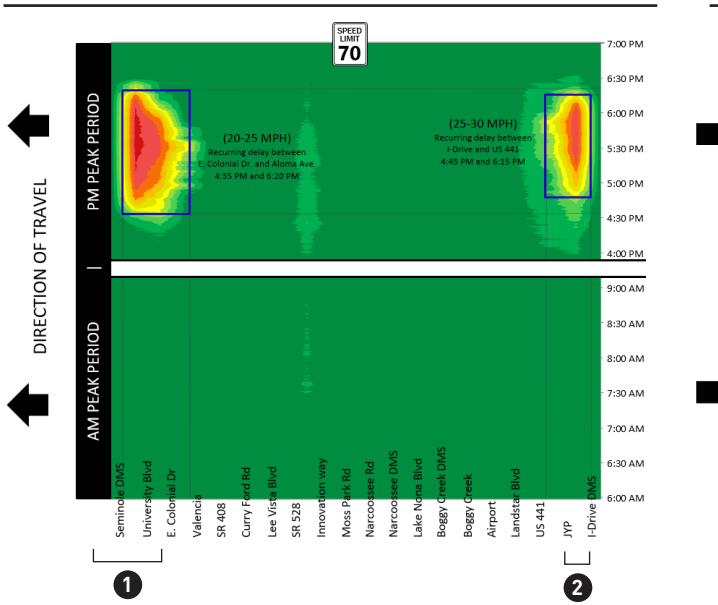


#### Projects:

1. Construction complete – Westbound 3rd lane opened to traffic on May 18th 2018. Congestion in this area no longer exists in the pm peak period.
2. Construction underway – widen the SR 408 mainline through the *I-4 interchange* part of I-4 Ultimate. Completion late 2021.
3. Monitoring monthly – Friction due to westbound SR 408 transitioning from 5 lanes to 4 lanes between *Crystal Lake Drive and Bumby Avenue*.
4. Monitoring monthly – Friction due to westbound SR 408 transitioning back to 4 lanes following lane drops of westbound entrance ramps from *Chickasaw Trail and Goldenrod Road*.
5. Construction underway – widen the SR 408 mainline between *SR 417 and Alafaya Trail*. Completion Fall 2019.



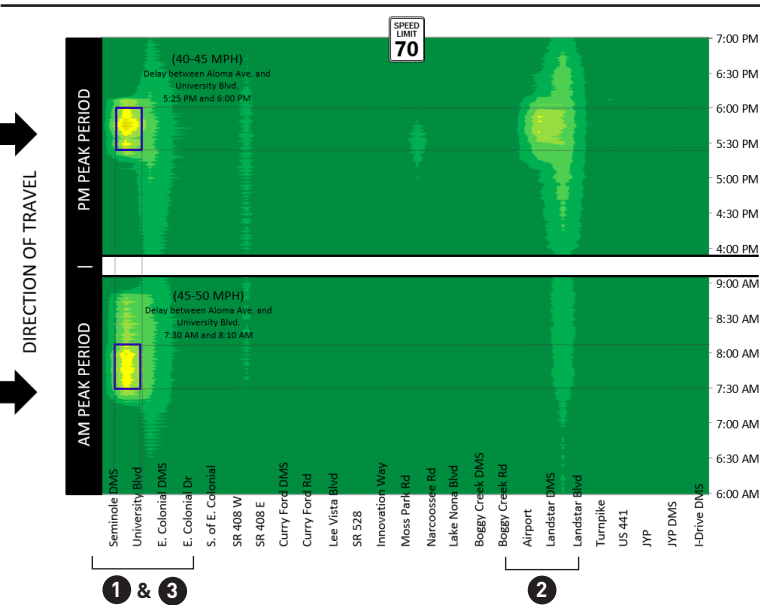
### SR 417 Northbound



#### Projects:

1. Construction starts Summer 2018 – widen SR 417 from *Econlockhatchee Trail to Aloma Avenue*. Completion Spring 2020.
2. Design underway – widen SR 417 from *International Drive to John Young Parkway*. Construction completion 2021.

### Southbound



#### Projects:

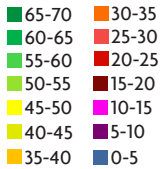
1. (AM) Construction starts Summer 2018 – widen SR 417 from *Econlockhatchee Trail to Aloma Avenue*. Completion Spring 2020.
2. Design start in Fall 2018 – widen SR 417 from *Landstar Boulevard to Boggy Creek Road*. Construction completion 2022.
3. (PM) Construction starts Summer 2018 – widen SR 417 from *Econlockhatchee Trail to Aloma Avenue*. Completion Spring 2020.

# TRAFFIC CONGESTION HEAT MAPS

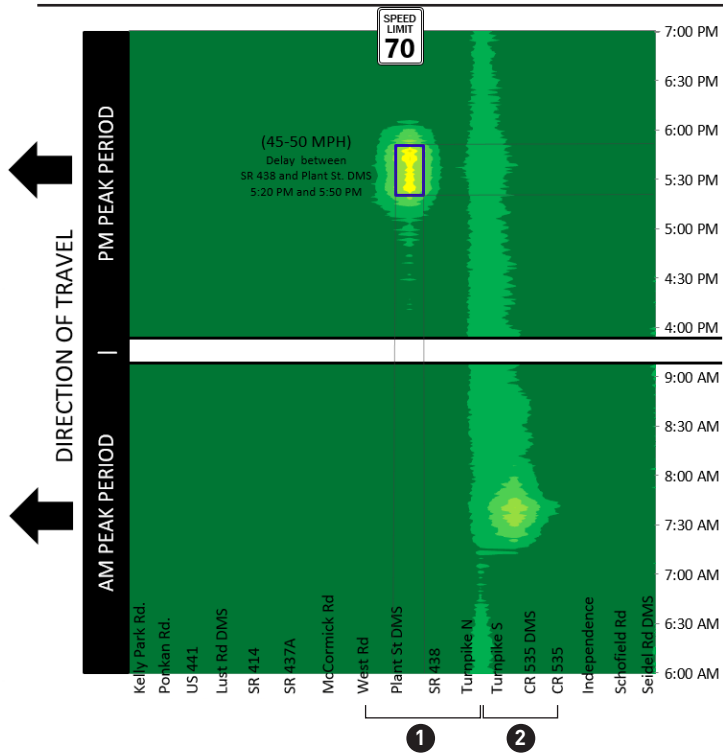
A Quarterly Update

April - June 2018

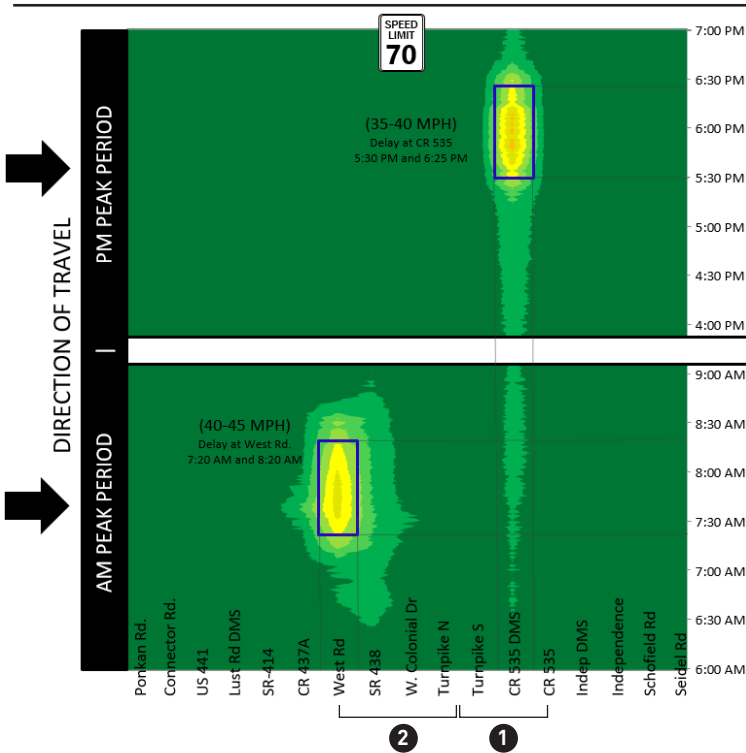
**Map Scale in  
Miles Per Hour**



## SR 429 Northbound



## Southbound



### Projects:

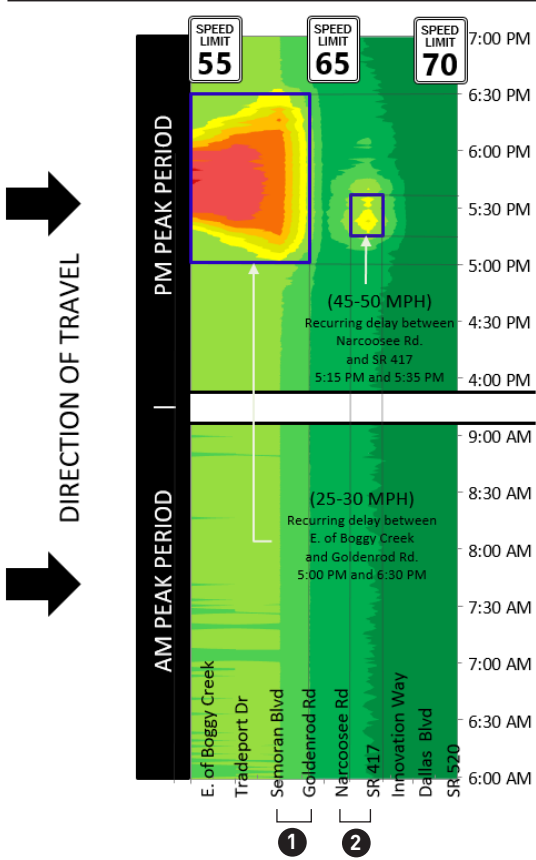
1. Design start Winter 2018 – widen SR 429 from *Florida's Turnpike to West Road*. Construction completion 2022.
2. Design start Summer 2019 – widen SR 429 from *CR 535 to Florida's Turnpike*. Construction completion 2025.

### Projects:

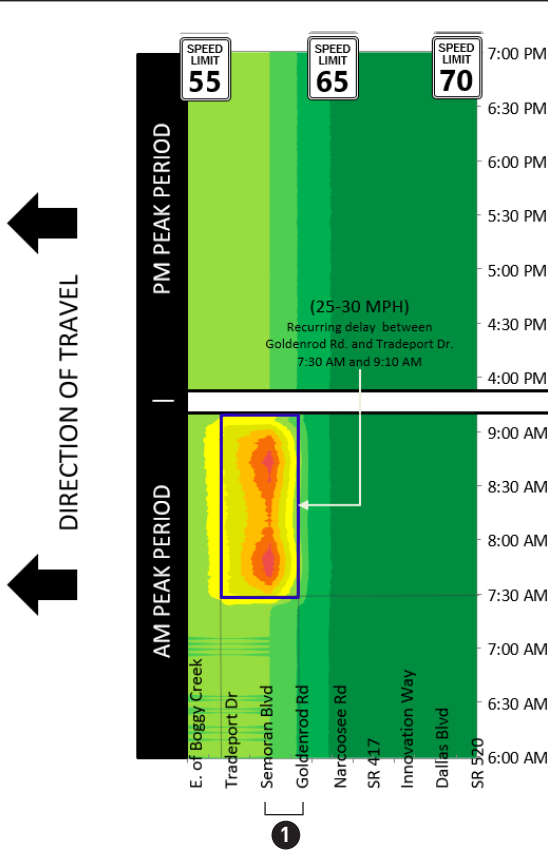
1. Design start Summer 2019 – widen SR 429 from *CR 535 to Florida's Turnpike*. Construction completion 2025.
2. Design start Winter 2018 – widen SR 429 from *Florida's Turnpike to West Road*. Construction completion 2022.



## SR 528 Eastbound



## Westbound



### Projects:

1. Design underway – widen SR 528 from *Semoran Boulevard to Goldenrod Road*. Construction completion 2021.
2. Design start 2020 – widen SR 528 from *Narcoossee Road to SR 417*. Construction completion 2023.

### Projects:

1. Design underway – widen SR 528 from *Semoran Boulevard to Goldenrod Road*. Construction completion 2021.



**F. 1.**

# Wael I. Saeed, MBA / CPA

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## EXPERIENCE

### Jan 2013 – Present

#### **Flight Support (SFS/ASIG-BBA Aviation PLC), Orlando, FL** **VP of Financial Planning and Analysis / CFO TechnicAir SFS MRO FY16**

Responsibilities include:

- Appointed as Signature TechnicAir CFO as of February 2017 (Aircraft maintenance)
- Oversee Flight Support FP&A function - responsible for both Signature Flight Support (SFS), and TechnicAir MRO
- Responsible for SFS annual budget, quarterly / monthly forecast, and all aspects of reporting (internal / external)
- Led and assisted in the financial due diligence process for multiple M&A activities including Landmark acquisition of (\$2.1B), and the divestiture of ASIG (\$202.0M)
- Manage the strategic plan development process, and responsible for developing each division 10 yrs. financial plan outlook
- Setup, monitor, and ensure execution of all tactical plans/initiatives related to turnaround of underperforming business(s) or specific product line(s)
- Partner with CFO to manage both operating cash flow and operating profit targets
- Work closely with SFS Executive Officers to ensure full awareness of each division financial performance, and to explore future opportunities and setup initiatives to mitigate potential risks
- Act as a key business partner and work closely within cross functional teams to provide financial support / guidance
- Led the migration from Hyperion based reporting tools to SAP based budget, planning and consolidated tools
- Acted as member of SFS IT steering committee and BBA Pension committee

### March 2012 – December 2012

#### **Signature Flight Support (SFS-BBA Aviation PLC), Orlando, FL** **VP of Finance**

Responsibilities include:

- Oversaw North America accounting and global FP&A functions
- Managed and responsible for budgeting and quarterly/monthly forecast
- Responsible for all reporting aspects for SFS including monthly executive reporting, board presentations, and annual report support
- Managed strategic plan process, and responsible for developing 10 yrs. financial plan for global SFS
- Managed relationship and processes related to internal and group audits
- Responsible for producing standalone audited financials for SFS US based on IFRS accounting standards
- Responsible for managing and forecasting cash flow for SFS North America
- Worked closely with BBA shared services to maximize operating cash flow and improve cash conversion cycle
- Worked closely with cross functional teams to ensure financials goals and tactical initiatives meeting expectations
- Provided financial and analytical support to all departments across SFS (Operations, Revenue management, Sales and Marketing, HR, etc.)
- Responsible for approving all major capital projects, and tracking to ensure on budget and on-time targets achieved
- Responsible for reviewing and approving all future acquisitions to ensure they adhere to company's ROIC target
- Performed post acquisition analysis / review to assess progress and ensure acquisition(s) performing in-line with approved targets
- Member of SFS IT steering committee and BBA Pension committee

**August 2009 – Feb 2012**

**Signature Flight Support (SFS-BBA Aviation PLC), Orlando, FL  
Controller**

Responsibilities include:

- Oversaw daily operations of the accounting department, over 70 employees with 6 direct reports
- Managed the accounting month-end close process and responsible for all of parent company (BBA Aviation) monthly and yearly reporting.
- Responsible for managing the company's operating cash flow (manage working capital and capital expenditures)
- Directed and coordinated the preparation of SFS's standalone audited financials, and BBA's annual report
- Facilitated both internal and external financial audits and provided/implemented recommendations for procedures improvement
- Maintained working relationship with SFS/BBA external audit firms to provide assurance that key accounting issues are resolved in a timely manner.
- Led the finance organization restructuring process for both SFS and BBA to establish a world class finance team and centralized shared service function
- Significant involvement in all aspects of future acquisitions processes (modeling, due diligence, negotiation of APA/SPA, integration process, and post-acquisition activities)
- Successfully negotiated or played a major role in several commercial agreements (credit card fees, airport/equipment leases, and several RFPs)
- Played instrumental role in systems design and implementation (Point of Sale, Procurement & Accounting systems)
- Member of SFS IT steering committee and BBA Pension committee

**May 2007 – July 2009**

**Signature Flight Support (BBA Aviation PLC), Orlando, FL  
Assistant Controller**

Responsibilities include:

- Managed and ensured timely completion of the accounting month-end close process and the accuracy of reported financials
- Oversaw the daily operations of the finance department
- Worked closely with management and Operations team on the preparation of company's annual budget
- Prepared monthly and annual financial reporting packages for management
- Monitored and analyzed monthly operating results against budget and forecast
- Prepared financial outlook and forecast based on current performance trends
- Converted Signature Flight Support external financials from US GAPP to International Financial Reporting Standards (IFRS)
- Ensured the appropriate implementation of U.S. GAAP & International Financial Reporting Standards (IFRS)
- Forecasted profitability, internal rate of return, and ROI of new acquisitions
- Performed financial due diligence of new acquisitions and reported findings to management for final approval
- Managed the integration process of new acquisitions
- Established a daily forecast process to measure progress vs. budget and forecast as well as identifying key KPI's

**May 2004 – May 2007**

**Rotech Healthcare Inc., Orlando, FL  
Financial Reporting Manager  
December 2006 – May 2007**

Responsibilities include:

- Oversaw and managed the company's FP&A team
- Prepared monthly financial reporting package(s) for the Board of Directors
- Prepared financial analysis and supporting data for management to track monthly financial performance, profitability by product line, customer and contract

- Assisted in contract negotiations and product(s) pricing to ensure highest return on investment
- Coordinated the preparation and implementation of financial accounting policies and guidelines.
- Worked closely with Chief Financial Officer on preparing external reports for Form 10\_Q and Form 10\_K as well as other regulatory filings.
- Coordinated and undertook special projects as assigned by the Senior Management.

**Internal Audit Manager (promoted from Senior Internal Auditor)**  
**Jun 2005 – November 2006**

Responsibilities include:

- Initial implementation of Sarbanes Oxley 404 process
  - Oversaw documentation and testing
  - Identified primary operational and financial controls
- Business process evaluation, reengineering, and policy/procedures development
  - Developed company-wide policies and procedures for procurement processes
  - Implemented improved controls to increase efficiency for month end financial closing

**Senior Financial Analyst**  
**May 2004 – May 2005**

Responsibilities Include:

- Financial modeling and forecasting
  - Forecasted profitability, internal rate of return, and ROI of acquisitions and start-up locations
  - Worked closely with Chief Development Officer and CFO during the due diligence process of new acquisitions to assess both book value and future market value of newly acquired customers
  - Analyzed and projected current revenue trends of the company and industry
  - Reported revenue and cost analysis to both Chief Financial Officer and Chief Purchasing Officer based on various parameters, including product mix, payors, and gross margin analysis
  - Monitored and measured financial impact on the company's revenue, earning per share, and cash position due to regulatory changes in Medicare reimbursement
- Project Management - Restructure Lawson fixed asset subledger and Inventory Tracking System

**Sep 1999 - May 2004**

**CENTRAL FLORIDA INNOVATION CORPORATION, Orlando, FL**  
**Business Development Analyst**

Responsibilities include:

- Financial modeling and forecasting
  - Analyzed and constructed financial 5-year plans for Lockheed Martin start-up technology companies in telecom (Xytrans) and network security (TeraShield) markets
  - Performed marketing and financial research including feasibility studies, valuation models, and competitor analyses to assess the economic value of UCF Technology Incubator companies, and various Lockheed Martin technology transfer opportunities
  - Structured funding plans to help client companies raise needed capital to begin operations
- Project Management - Developed and maintained project overview and interactions, using MS Project, for Lockheed Martin start-ups and UCF Technology Incubator companies

## **EDUCATION**

Duke University

**Leadership and executive training**

April 2000

**Masters of Business Administration**

Crummer Graduate School of Business

Rollins College, Winter Park, FL

Concentration: Finance/Operations Management

Summer 1999

Vaxjo University, Vaxjo, Sweden (Student Exchange Program)

May 1998

**Bachelor of Science – Business Administration**

University of Central Florida, Orlando, FL

December 1995

**Bachelor of Science in Professional Aeronautics**

Embry-Riddle Aeronautical University, Daytona Beach, FL

Concentration: Air Traffic Control

## **COMPUTER SKILLS**

Lawson (Accounting Software), F9 (Financial Reporting, Tool), Crystal Reporting, Advanced ACL, Showcase, Hyperion EssBase, Microsoft Excel, Word, PowerPoint, Visio, Access, and SAP BPC

**F. 2.**



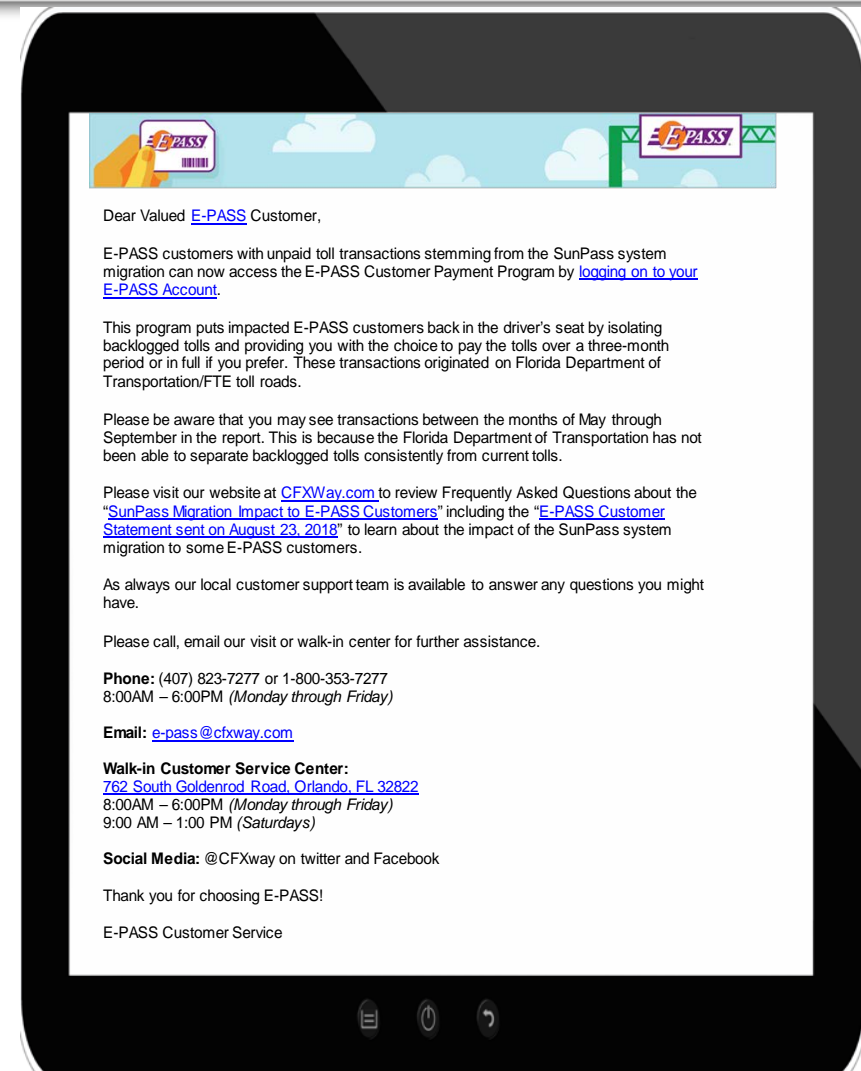
# Update On SunPass Central Migration

— September 13, 2018 —



# Current Status

- No longer receiving backlogged electronic transactions
- Back to normal daily processing
- Launched E-PASS Customer Payment Program
- Expecting to begin financial reconciliation with FTE within next two weeks
- Continuing communication with FDOT
- Encouraging local community conversion to E-PASS



**F. 3.**

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. "EXPRESSWAY" is highlighted in orange, while the other words 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

# FLORIDA TRANSPORTATION COMMISSION

Michelle Maikisch – CFX Chief of Staff/Public Affairs Officer

— September 13, 2018 —

# WHO IS THE FTC?



## Mission:

Provide leadership in meeting Florida's transportation needs through policy guidance on issues of statewide importance and by maintaining oversight and public accountability for the Department of Transportation and other statutorily specified transportation authorities.



Jay N. Trumbull,  
Chairman,  
Panama City



Ken Wright,  
Vice-Chairman,  
Orlando



Beth R. Kigel,  
Secretary,  
West Palm Beach



John Browning, Jr.,  
East Palatka



Julius Davis  
Tampa



Maurice Ferre  
Miami



Ronald Howse, P.E.  
Cocoa



Teresa Sarnoff  
Miami



Jim Sebesta  
St. Petersburg

# WHO IS THE FTC?



Primary functions, listed in [s. 20.23\(2\)\(b\), Florida Statutes](#), are:

- **Review major transportation policy** initiatives or revisions submitted by the Florida Department of Transportation pursuant to law.
- **Recommend major transportation policy to the Governor and Legislature**
- **Serve as an oversight body for the Florida Department of Transportation**
- **Serve as an oversight body for transportation authorities** and monitor and report on the efficiency, productivity and management of those authorities created under Chapters 343, 348 and 349, Florida Statutes.

# AUTHORITIES MONITORED

## Established Toll Authorities:



Santa Rosa Bay Bridge Authority (SRBBA)



Mid-Bay Bridge Authority (MBBA)





# AUTHORITIES MONITORED

## Transit Authorities:



South Florida Regional Transportation Authority  
(SFRTA / Tri-Rail)



Jacksonville Transportation Authority (JTA)



# AUTHORITIES MONITORED

## Emerging Authorities:



# CFX 2017 PERFORMANCE SCORES

<i>Performance Measure</i>	<i>Detail</i>	<i>Objective</i>	<i>Actual Results</i>	<i>Meets Objective</i>
<b>Operations</b>				
SHS Maintenance Rating Program (MRP) Overall Rating	Condition rating of at least 90	> 90	92	✓
Pavement Condition Rating	% SHS lane miles rated "excellent or good"	> 85%	93.9%	✓
Bridge Condition - Rating	% bridge structures rated "excellent or good"	> 95%	98.7%	✓
Bridge Condition - Weight Restrictions	% SHS bridge structures with posted limit	0%	0.0%	✓
Revenue Variance	Variance from indicated revenue (without fines - 3 year moving avg.)	< 4%	3.1%	✓
MRP Safety Characteristic - Signing	Condition rating of at least 90	> 90	94	✓
MRP Safety Characteristic - Striping	Condition rating of at least 95	> 95	98	✓
MRP Safety Characteristic - Guardrail	Condition rating of at least 80	> 80	86	✓
MRP Safety Characteristic - Lighting	Condition rating of at least 85	> 85	97	✓
Average Customer Call Wait Time	> 80% of calls answered within 1 minute	> 80%	78.8%	X
Image Review Processing Time	> 90% of license plate images reviewed in < 2 weeks	> 90%	100.0%	✓

# CFX 2017 PERFORMANCE SCORES

Operations and Budget				
Consultant Contract Management	Final cost % increase above original award	< 5%	-6.1%	✓
Construction Contract Adjustments - Time	% contracts completed within 20% above original contract time	≥ 80%	100.0%	✓
Construction Contract Adjustments - Cost	% projects completed within 10% above original contract amount	≥ 90%	100.0%	✓
Toll Collection Expense as a Percentage of Toll Revenue	Toll collection expense (net of exclusions) / toll revenue	< 12%	10.5%	✓
Annual Operating, Maintenance and Administrative (OM&A) Forecast Variance	Actual OM&A to annual budget	< 110%	89.0%	✓
Applicable Laws				
Minority Participation <sup>1</sup>	M/WBE and SBE utilization as % of total expenditures (each agency establishes goal/target)	> 90%	113.5%	✓
Revenue Management and Bond Proceeds				
Debt Service Coverage - Compliance with Bond Covenants	Debt service coverage meets or exceeds minimum Bond Covenant requirements	Yes	Yes	✓
Bond Ratings	Bond ratings ≥ BBB (S&P), Baa (Moody's), BBB (Fitch) and no downgrade from previous year	Yes	Yes	✓

# QUESTIONS?

