

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
December 10, 2020
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 Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the governing Board for CFX provides for an opportunity for public comment at the beginning of each regular meeting. Citizens may address the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the matter is on the Board's agenda but excluding pending procurement issues. Each speaker shall be limited to 3 minutes. The Public may also submit written comments in advance of the meeting to be read into the record except that if the comments exceed 3 minutes in length, when read, they will only be attached as part of the minutes.

C. APPROVAL OF NOVEMBER 12, 2020 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

1. Chairman's Report
2. Treasurer's Report
3. Executive Director's Report

F. REGULAR AGENDA ITEMS

1. **BOARD OFFICER ELECTIONS** – *Diego "Woody" Rodriguez, General Counsel* (action item)
2. **MONTHLY COVID-19 FINANCIAL ASSESSMENT** - *Lisa Lumbard, Chief Financial Officer* (info. item)
3. **RESOLUTION FOR REPRESENTATION ON THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION AND SPACE COAST TRANSPORTATION PLANNING ORGANIZATION** - *Diego "Woody" Rodriguez, General Counsel* (action item)
4. **ASPIRE NATIONAL SCIENCE FOUNDATION ENGINEERING RESEARCH CENTER PROGRAM INTRODUCTION** – *David Christensen, ASPIRE Innovation Director* (info. Item)

(CONTINUED ON PAGE 2)

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.

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

Please note that participants attending meetings held at the CFX Headquarters Building are subject to certain limitations and restrictions in order to adhere to CDC guidelines and ensure the safety and welfare of the public.

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.

C.

APPROVAL OF
BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
November 12, 2020

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

A. CALL TO ORDER

The meeting was called to order at approximately 9:05 a.m. by Chairman Carey.

Board Members Present:

Commissioner Brenda Carey, Seminole County (Chairman)
Mayor Buddy Dyer, City of Orlando (Vice Chairman)
Commissioner Betsy VanderLey, Orange County (Treasurer)
Commissioner Brandon Arrington, Osceola County
Mayor Jerry Demings, Orange County
Andria Herr, Gubernatorial Appointment
Jay Madara, Gubernatorial Appointment
Commissioner Sean Parks, Lake County
Commissioner Curt Smith, Brevard County

Staff Present at Dais:

Laura Kelley, Executive Director
Diego "Woody" Rodriguez, General Counsel
Mimi Lamaute, Recording Secretary

Non-Voting Advisor Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

B. PUBLIC COMMENT

There was no public comment.

C. APPROVAL OF BOARD MEETING MINUTES

1. APPROVAL OF SEPTEMBER 10, 2020 BOARD MEETING MINUTES

A motion was made by Mayor Dyer and seconded by Mr. Madara to approve the September 10, 2020 Board Meeting Minutes as presented. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

2. APPROVAL OF OCTOBER 8, 2020 BOARD MEETING MINUTES

A motion was made by Commissioner VanderLey and seconded by Mayor Dyer to approve the October 8, 2020 Board Meeting Minutes as presented. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 408-128 The Lane Construction Corp. (\$ 18,544.85)
 - b. Project 417-134 Hubbard Construction Co. (\$ 157,869.89)
2. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Services for SR 538 Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165, Contract No. 001722

ENGINEERING

3. Approval of Second Contract Renewal with CH2M Hill, Inc. for I-4/SR 408 Interchange Corridor Consultant, Contract No. 001055 (Agreement Value: \$0)
4. Approval of Southeastern Archaeological Research, Inc. as a Subconsultant for Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145
5. Approval of Second Contract Renewal with WBO Design & Engineering, Inc. for Miscellaneous Design Consultant Services, Contract No. 001207 (Agreement Value: \$830,000.00)
6. Authorization of Mitigation Credit Purchases with Holland Properties, Inc. d/b/a TM-Econ Mitigation Bank for SR 417 Widening from Narcoossee Road to SR 528, Project No. 417-150 (Agreement Value: not-to-exceed \$440,000.00)

7. Approval of Supplemental Agreement No. 5 with Atkins North America, Inc. for Design Consultant Services for SR 417 Widening from Narcoossee Road to SR 528, Project No. 417-150, Contract No. 001393 (Agreement Value: not-to-exceed \$137,251.74)
8. Approval of Contract Award to BCC Engineering, LLC for Design Consultant Services for SR 516 Lake/Orange Expressway from West of Cook Road to Lake/Orange County Line – Segment 2, Project No. 516-237, Contract No. 001686 (Agreement Value: not-to-exceed \$5,000,000.00)
9. Approval of Supplemental Agreement No. 5 with RS&H, Inc. for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project No. 417-142, Contract No. 001313 (Agreement Value: not-to-exceed \$1,307,509.88)

FINANCE

10. Approval of Supplemental Agreement No. 1 with Protiviti, Inc. for Internal Auditor Services, Contract No. 001391 (Agreement Value: \$250,000.00)

INTERNAL AUDIT

11. Acceptance of Internal Audit Reports:
 - a. Public Records Review
 - b. Prior Audit Recommendations Follow-Up
 - c. Procurement and Contract Billing Audit
 - d. Enterprise Resource Planning Requirements Support
 - e. National Institute of Standards in Technology Cybersecurity Framework Review

LEGAL

12. Approval of Second Contract Renewal with Hopping Green & Sams, P.A. for Legal Counsel Services, Contract No. 001460 (Agreement Value: \$99,000.00)
13. Approval of First Amendment to Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between Tohopekaliga Water Authority and CFX, Project 538-165
14. Approval of Joint Participation Agreement Between Osceola County and CFX for the Shingle Creek Mainline and Poinciana Boulevard Ramp Toll Plazas, Project No. 599-902

MAINTENANCE

15. Approval of Proshot Concrete, Inc. as a Subcontractor for Jorgensen Contract Services, LLC for Roadway Maintenance Services, Contract No 001151

PUBLIC OUTREACH

16. Approval of Partnership between CFX and WFTV for Fiscal Year 2021 Safety Campaign (Agreement Value: not-to-exceed \$155,000.00)

RISK MANAGEMENT

17. Authorization for Executive Director to Execute a Settlement Agreement (Agreement Value: not-to-exceed \$145,000.00)

TECHNOLOGY/TOLL OPERATIONS

18. Approval of Purchase Order to SHI International Corp. for Striim Software and Support Services (Agreement Value: \$52,688.16)
19. Approval of First Contract Renewal with Transportation Operations & Management Solutions a Registered Name of Shimmick Construction Company, Inc. for Toll Facilities Operations and Management Services, Contract No. 001661 (Agreement Value: \$16,950,258.22)
20. Authorization to Execute a Supply Agreement with A-TO-BE USA LLC for Automated Coin Machines, Contract No. 001748 (Agreement Value: not-to-exceed \$1,500,000.00)

TRAFFIC OPERATIONS

21. Approval of Base Consultants, Inc. as a Subconsultant for Vanasse Hangen Brustlin, Inc. for Systemwide Three-Line Dynamic Message Signs Replacement Project, Contract No. 001419

Consent Agenda Items #5 and #9 were pulled for a separate vote. Commissioner VanderLey abstained from voting on these items due to a CFX Code of Ethics conflict of interest with DRMP, Inc. (Form 8B, Memorandum of Voting Conflict Form is attached as **Exhibit "A"**).

A motion was made by Commissioner VanderLey and seconded by Commissioner Arrington to approve the Consent Agenda except for items #5 and #9. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

A motion was made by Mayor Dyer and seconded by Mr. Madara to approve Consent Agenda items #5 and #9. The motion carried unanimously with eight (8) board members in attendance voting AYE by voice vote. Commissioner VanderLey abstained from voting.

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Carey reported on the following:

- CFX's new Small Sustainable Business Online Registration Platform;
- Congratulated Ms. Herr and Commissioner Arrington on their election victories;
- This meeting is bittersweet as it will be her last CFX Board meeting and that of Commissioner VanderLey and Ms. Herr. She provided a recap of the accomplishments during their time on the CFX board;
- Chairman Carey restated that the success of this agency is a direct reflection of the staff, consultants and contractors who work here;
- Ms. Kelley has led this agency with integrity, and it shows at every level of this organization; and
- The next CFX Board meeting is scheduled for December 10th at 9:00 a.m., at which time board elections will be held.

2. TREASURER'S REPORT

Commissioner VanderLey reported that as of September toll revenues were \$36,713,922, which is 50.5% above projections and 7.7% above prior year; during this time period, tolls were suspended due to Hurricane Dorian. CFX's total revenues were \$39.5 million for the month.

Total Operations, Maintenance and Administration expenses were \$7.2 million for the month, which is 3.1% under budget.

After debt service the total net revenue available for projects was \$14.1 million for September. CFX's projected year end senior lien debt service ratio is 1.88, which is above CFX's budgeted ratio of 1.68.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley expanded on the following:

- Announced that CFX's Walk-In Center reopened on Monday;
- Provided details on the upcoming virtual Florida Autonomous Vehicle Summit (FAV). CFX will host the next FAV Summit, scheduled for November 2021;
- Ms. Kelley recently attended the in-person TEAMFL meeting along with Commissioner VanderLey and Commissioner Parks. Commissioner Parks was voted Chairman of the TEAMFL Board. Commissioner Parks provided details of the meeting.
- Ms. Kelley expressed her gratitude to Commissioner Carey, Commissioner VanderLey and Ms. Herr for their service to the CFX board.

F. REGULAR AGENDA ITEMS

1. BRIGHTLINE UPDATE

Michael Cegelis, Executive Vice President with Brightline provided an update on the current Brightline project and future projects.

The Board asked questions which were answered by Mr. Cegelis.

(This item was presented for informational purposes. No formal Board action was taken.)

2. MONTHLY COVID-19 FINANCIAL ASSESSMENT

Lisa Lombard, Chief Financial Officer, explained how CFX's revenue and expenses are tracking as a result of COVID-19, because of the real time information provided some of the amounts are estimates and not the final numbers. She detailed the following: revenue variance over prior year; adjusted COVID impact by month; CFX strengths; and construction projects approved to be paid out of the construction fund as of November 2020. Ms. Lombard explained that the SR 417 Widening from John Young Parkway to Landstar Boulevard has been put out for procurement. She detailed the estimated budget vs actual as of the end of October 2020.

(This item was presented for informational purposes. No Board action was taken.)

3. FY 2020 FINANCIAL STATEMENTS

Michael Carlisle, Director of Accounting & Finance, and Daniel J. O'Keefe, Shareholder with MSL, P.A. detailed the FY 2020 Financial Statements.

A motion was made by Mayor Demings and seconded by Commissioner Arrington for acceptance of the FY 2020 Financial Statements. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

4. SR 417 WIDENING FROM INTERNATIONAL DRIVE TO JOHN YOUNG PARKWAY

Mr. Jack Burch, CFX's Construction Manager is filling in for Will Hawthorne. Mr. Burch provided the history, details, project timeline and bids received for the SR 417 Widening from International Drive to John Young Parkway project.

The Board asked questions which were answered by Mr. Burch and Mr. Glenn Pressimone, CFX Chief of Infrastructure.

A motion was made by Commissioner VanderLey and seconded by Commissioner Arrington for approval of the award of the contract to The Hubbard Construction Company for SR 417 Widening from International Drive to John Young Parkway in the amount of \$81,671,607.60. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

5. **INTERLOCAL AGREEMENT WITH THE CANAVERAL PORT AUTHORITY FOR ELECTRONIC PARKING FEE COLLECTION**

Jim Greer, CFX Chief of Technology/Operations explained the background of the E-PASS parking program at Orlando International Airport. Based on its success, CFX is introducing a similar program at Canaveral Port Authority. He described the benefits and logistics of the parking program at Canaveral Port Authority. Mr. Greer stated that CFX is exploring future opportunities for this type of program.

A motion was made by Ms. Herr and seconded by Commissioner VanderLey for approval of the Interlocal Agreement for Electronic Parking Fee Collection between CFX and Canaveral Port Authority. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

G. **BOARD MEMBER COMMENT**

The following Board Members commented:

- Commissioner Parks;
- Mr. Madara;
- Mayor Demings;
- Mayor Dyer; and
- Chairman Carey

H. **ADJOURNMENT**

Chairman Carey adjourned the meeting at 10:31 a.m.

Mayor Buddy Dyer for Brenda Carey
Vice Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2020.

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

DRAFT

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

| | |
|---|--|
| LAST NAME—FIRST NAME—MIDDLE NAME VanderLey, Betsy Kay | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Central Florida Expressway Authority |
| MAILING ADDRESS 4974 ORL Tower Road | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: |
| CITY COUNTY Orlando Orange | <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY |
| DATE ON WHICH VOTE OCCURRED 11/12/2020 | NAME OF POLITICAL SUBDIVISION: |
| | MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE |

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

* * * * *

ELECTED OFFICERS:

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

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

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

* * * * *

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Betsy Kay VanderLey, hereby disclose that on November 12, 2020 :

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

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of DRMP, INC., by whom I was retained., by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

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

At the November 12, 2020 Board Meeting of the Central Florida Expressway Authority (CFX) there are two items related to an entity named DRMP, Inc. which is a potential conflict of interest for me based on the CFX Code of Ethics. A Limited Liability Corporation which I manage had been providing business development services to DRMP, Inc., until recently. While the provisions in Chapter 112, Florida Statutes, regarding abstention from voting on actual conflicts, no longer apply because there is no current business relationship, CFX has adopted a Code of Ethics which requires that a Board Member disclose and abstain from a vote that "will benefit any person with whom the Board Member knowingly was a business associate in the previous two-year period." As such I am abstaining from the following items:

Item 5 on the Consent Agenda is for the Approval of Second Contract Renewal with WBQ Design & Engineering, Inc. for Miscellaneous Design Consultant Services, Contract No. 001207. DRMP, Inc., has been included as a sub-consultant.

Item 9 on the Consent Agenda is for the Approval of Supplemental Agreement No. 5 with RS&H, Inc. for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project No. 417-142, Contract No. 001313 (Agreement Value: not-to-exceed \$1,307,509.88). DRMP, Inc., has been included as a sub-consultant.

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

11/12/2020
Date Filed

[Signature]
Signature

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

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA December 10, 2020

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 599-537 United Signs & Signals \$ 65,432.02
 - b. Project 429-316A Jr. Davis Construction Co., Inc. (\$ 429,102.48)
 - c. Project 429-758 Hubbard Construction Co. \$ 142,464.90
 - d. Project 528-143 SEMA Construction, Inc. (\$ 790,899.05)
 - e. Project 528-747 Hubbard Construction Co. (\$ 746,263.75)
 - f. Project 528-749 Preferred Materials, Inc. (\$ 618,788.05)
 - g. Project 528-750 Preferred Materials, Inc. (\$ 370,117.06)
2. Approval of Supplemental Agreement No. 1 with Rummel, Klepper & Kahl, LLP for Systemwide Construction Engineering and Inspection Services, Contract No. 001487 (Agreement Value: not-to-exceed \$3,600,000.00)
3. Approval of Contract Award to Kinard-Stone, Inc. for Construction Engineering and Inspection Services for SR 538 Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165, Contract No. 001722 (Agreement Value: not-to-exceed \$7,000,000.00)
4. Approval of Contract Award to Metric Engineering, Inc. for Construction Engineering and Inspection Services for Intelligent Transportation Systems, Lighting and Tolling Projects, Contract No. 001726 (Agreement Value: \$6,000,000.00)
5. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Services for SR 429 Widening from Florida's Turnpike to West Road, Project No. 429-152, Contract No. 001739

ENGINEERING

6. Approval of Supplemental Agreement No. 2 with Horizon Engineering Group, Inc. for Post Design Services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road, Project No. 417-149, Contract No. 001387 (Agreement Value: not-to-exceed \$731,893.41)
7. Approval of Supplemental Agreement No. 3 with Inwood Consulting Engineers, Inc. for Design Consultant Services for SR 417 Widening from Boggy Creek Road to Narcoossee Road, Project No. 417-151, Contract No. 001394 (Agreement Value: not-to-exceed \$388,792.04)
8. Approval of Supplemental Agreement No. 4 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414, Project No. 429-153, Contract No. 001396 (Agreement Value: not-to-exceed \$649,201.74)

LEGAL

9. Approval of First Contract Renewal with Shutts and Bowen, LLP for Right-of-Way Counsel Services, Contract No. 001431 (Agreement Value: \$600,000.00)

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10. Approval of First Contract Renewal with Nelson Mullins Riley and Scarborough LLP for Right-of-Way Counsel Services, Contract No. 001477 (Agreement Value: \$600,000.00)

MAINTENANCE

11. Approval of Supplemental Agreement No. 1 with Aero Groundtek, LLC for Landscape Maintenance Services for SR 408, SR 417 and CFX's Headquarters, Contract No. 001680 (Agreement Value: not-to-exceed \$234,505.00)

RISK MANAGEMENT

12. Approval of Contract Award to HUB Public Risk, Inc. for Insurance Broker Services, Contract No. 001703 (Agreement Value: \$150,000.00)

TECHNOLOGY/TOLL OPERATIONS

13. Authorization for Executive Director to Execute a Memorandum of Understanding with Lee County (Agreement Value: \$0)

TRAFFIC OPERATIONS

14. Approval of First Contract Renewal with Johnson's Wrecker Service, Inc. for Rapid Incident Scene Clearance Services, Contract No. 001383 (Agreement Value: \$13,000.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from November 9, 2020 through December 6, 2020:
 1. Treasury Custody Services

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

- A. The following is a list of anticipated advertisements (3-4 month look ahead)
 1. 408-628B: SR 408 Guide Sign Replacements Construction
 2. 408-763: SR 408 M/R From Yucatan Drive to SR 417 – Construction
 3. 408-764: SR 408 M/R From Woodbury Road to SR 50 – Construction
 4. 417-149: SR 417 Widening From Landstar Boulevard to Boggy Creek Road – Construction
 5. 417-150: SR 417 Widening From Narcoossee Road to SR 528 – Construction
 6. 417-751: SR 417 and SR 528 Bridge Bearings Replacement – Construction
 7. 417-760: SR 417 Milling and Resurfacing between SR 417 and Curry Ford Rd - Construction
 8. 417-761: SR 417 Milling and Resurfacing between SR 408 and E-4 Canal - Construction
 9. 429-152: SR 429 Widening between Florida's Turnpike to West Road – Construction
 10. 429-153: SR 429 Widening between West Road to SR 414 – Construction
 11. 429-154: SR 429 Widening between Stoneybrook West to Florida's Turnpike - Construction
 12. 599-419: SR 408, SR 429, and SR 414 Air Conditioner Replacements – Construction
 13. 528-160: SR 528 Widening From Narcoossee Road to SR 417 – Construction

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14. 528-757: SR 528 Farm Access Road Bridge #1 Removal – Construction
15. 599-759: South Access Road Slope Repair – Construction
16. 414-640: SR 414 Guide Sign Replacement – Construction
17. 429-153: SR 429 Widening West Road to SR 414 – CEI Services
18. 599-560: Purchase of UPS Batteries for ITS Equipment
19. 599-416B: McCoy Road Facility Sewer Line Installation
20. 408-831: 408/417 Interchange Landscape
21. 408-830: SR 408 From SR 417 to Alafaya Trail Landscape
22. Advocacy Services
23. Appraiser Services
24. Disclosure Counsel
25. Financial Management System Software and Implementation Services


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

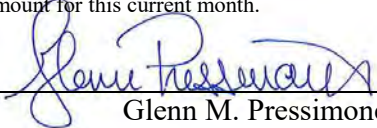
DATE: November 18, 2020

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 (\$) December 2020 | Total Amount (\$) to Date* | Time Increase or Decrease |
|--------------|--------------------------------------|--|-------------------------------|--------------------------------------|------------------------------|----------------------------|---------------------------|
| 599-537 | United Signs & Signals | Systemwide DCS & CCTV Deployment | \$ 6,414,469.00 | \$ 157,725.48 | \$ 65,432.02 | \$ 6,637,626.50 | 0 |
| 429-316A | Jr. Davis Construction Company, Inc. | SR 429 Stoneybrook West Interchange | \$ 10,823,189.37 | \$ (148,202.21) | \$ (429,102.48) | \$ 10,245,884.68 | 0 |
| 429-758 | Hubbard Construction Co. | SR 429 Pavement Repair/Resurfacing, CR 535 to CR 437A | \$ 2,898,958.22 | \$ - | \$ 142,464.90 | \$ 3,041,423.12 | 0 |
| 528-143 | SEMA Construction, Inc. | SR 528/SR 436 Interchange Improvements | \$ 106,520,000.00 | \$ - | \$ (790,899.05) | \$ 105,729,100.95 | 0 |
| 528-747 | Hubbard Construction Co. | SR 528 Milling & Resurfacing, SR 417 to Innovation Way | \$ 11,158,000.00 | \$ 620,255.20 | \$ (746,263.75) | \$ 11,031,991.45 | 0 |
| 528-749 | Preferred Materials, Inc. | SR 528 Milling & Resurfacing, Innovation Way to Dallas Blvd. | \$ 7,826,000.00 | \$ (142,210.85) | \$ (618,788.05) | \$ 7,065,001.10 | 0 |
| 528-750 | Preferred Materials, Inc. | SR 528 Milling & Resurfacing, Dallas Blvd. to SR 520 | \$ 7,826,000.00 | \$ 725,139.15 | \$ (370,117.06) | \$ 8,181,022.09 | 0 |
| TOTAL | | | | | \$ (2,747,273.47) | | |

* Includes Requested Amount for this current month.

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

Project 599-537: Systemwide DCS & CCTV Deployment
United Signs & Signals
SA 599-537-1220-02

Replace Existing Duct Bank on SR 408

Replace the existing damaged fiber optic network duct bank on SR 408 between Woodbury Rd. and SR 50.

MODIFY THE FOLLOWING ITEMS:

| | | |
|--|----|------------------|
| Fiber Optic Cable, 72 SM Fiber, F&I | \$ | 30,368.80 |
| Fiber Optic Cable, Existing - Remove | \$ | 6,124.80 |
| Fiber Optic Fusion Splice | \$ | 11,623.92 |
| Existing Fiber Optic Splice Enclosure Re-Entry | \$ | 3,332.00 |
| Conduit, 8-1" HDPE, Trench or Plow, F&I | \$ | <u>13,982.50</u> |
| | \$ | 65,432.02 |

TOTAL AMOUNT FOR PROJECT 599-537 **\$ 65,432.02**

Project 429-316A: SR 429 Stoneybrook West Interchange
Jr. Davis Construction Company, Inc.
SA 429-316A-1220-02

Bituminous Price Adjustments

The contract has a provision for bituminous price adjustments. In accordance with contract specifications, the engineer has calculated adjustments for the period of March 2020 through October 2020. The bituminous adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price, and then only on the portion that exceed 5%.

ADD THE FOLLOWING ITEMS:

Bituminous Price Adjustments: March 2020 - October 2020 \$ (1,996.95)

Fuel Price Adjustments

The contract has a provision for the fuel price adjustments. In accordance with contract specifications, the engineer has calculated adjustments for the period of February 2020 through October 2020. The fuel adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price.

ADD THE FOLLOWING ITEMS:

Fuel Price Adjustments: February 2020 - October 2020 \$ (17,351.16)

Composite Pay Factor (CPF) Adjustments

The contract has a provision for the CPF adjustments to the asphalt pay items. In accordance with contract specifications, the engineer has calculated pay item adjustments on asphalt placed with composite pay factors.

ADD THE FOLLOWING ITEMS:

Composite Pay Factor Adjustments \$ (14,559.60)

Thermoplastic Standard White Skip 12"

Install thermoplastic pavement markings.

ADD THE FOLLOWING ITEM:

Thermoplastic Standard White Skip 12" \$ 4,617.09

Toll Plaza Concrete Pavement Adjustment

Increase the concrete pavement at two (2) toll plaza locations in order to support toll equipment installation.

ADD THE FOLLOWING ITEM:

Toll Plaza Concrete Pavement Increase \$ 31,747.57

Adjustments to Final Quantities for Completed Contract Items

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

DECREASE THE FOLLOWING ITEMS:

| | |
|--|-----------------|
| Work Order Allowance | \$ (251,353.45) |
| Superpave Asphaltic Conc, Traffic D, PG 76-22 | \$ (42,675.00) |
| Allowance for Buried Rubble Removal | \$ (30,000.00) |
| Embankment | \$ (24,645.75) |
| Asph Conc Friction Course, Inc Bit, FC-5, PG 76-22 | \$ (17,120.00) |
| Milling Exist Asph Pavt, 2 1/4" Avg Depth | \$ (14,390.20) |
| Inspector Training for Locate System and Equipment | \$ (14,000.00) |
| Training for Data Collection Sensors | \$ (10,500.00) |

| | |
|--|-----------------|
| Allowance for Dispute Review Board | \$ (10,500.00) |
| Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid, 6" | \$ (9,452.00) |
| Pavement Marking - Preformed Tape, White, 3'-12' Skip, 12" | \$ (8,923.50) |
| Subsoil Excavation | \$ (7,732.00) |
| Pavement Marking - Preformed Tape, Contrast, Solid, 9" | \$ (7,515.20) |
| Existing Lighting Assessment | \$ (5,100.00) |
| Pavement Marking - Preformed Tape, Contrast, 10'-30' Skip, 9" | \$ (4,928.40) |
| Training for CCTV System and Camera Lowering Device | \$ (4,500.00) |
| Training for Traffic Monitoring Station | \$ (3,900.00) |
| Superpave Asphaltic Conc, Traffic D | \$ (3,872.00) |
| Pavement Marking - Preformed Tape, Yellow, Solid, 6" | \$ (3,618.00) |
| Replace Existing Lighting Contactor | \$ (3,600.00) |
| Re-Termination of Load Center Connections | \$ (2,200.00) |
| Pavement Marking - Preformed Tape, White, Solid, 8" | \$ (2,183.80) |
| Thermoplastic, Standard-Open Graded Asphalt Surfaces White, Solid, 6" | \$ (1,697.50) |
| Special Guardrail Post (Special Steel Post for Concrete Structure Mount) | \$ (1,585.50) |
| Replace Lighting Pull Box Lid | \$ (1,400.00) |
| F&I Ground Rod Assembly | \$ (1,400.00) |
| Replace Load Center Surge Arrestor | \$ (1,400.00) |
| Thermoplastic, Standard, White, Solid, 18" for Diagonals and Chevrons | \$ (1,392.30) |
| Removal and Replacement of Split -Bolt Electrical Splices | \$ (1,100.00) |
| Lighting Conductors, F&I, Insulated, No.8 - 6 | \$ (786.60) |
| Bedding Stone | \$ (625.66) |
| Fencing, Type B, 5.1-6.0', Standard | \$ (598.00) |
| Raised Pavement Marker, Type B Without Final Surface Markings | \$ (551.25) |
| Conduit, Furnish & Install, Directional Bore | \$ (540.50) |
| Single Post Sign, F&I Ground Mount, Up To 12 SF | \$ (410.00) |
| Thermoplastic, Standard-Open Graded Asphalt Surfaces White, Solid, 8" | \$ (328.70) |
| Conduit, 4" HDPE Outer Duct W/ 4- 1" HDPE (Directional Bore) (F&I) | \$ (266.00) |
| Thermoplastic, Standard, Yellow, Solid, 18" for Diagonal or Chevron | \$ (193.80) |
| Conduit, Furnish & Install, Open Trench | \$ (156.00) |
| Conduit, 3- 1" HDPE (Trench or Plow) (F&I) | \$ (152.00) |
| Electrical Conductors (Insulated) (No.6) (F&I) | \$ (75.00) |
| Ground-In Rumble Strips, 16" | \$ (71.67) |
| Conduit, 4" HDPE Outer Duct W/ 4- 1" HDPE (Trench) (F&I) | \$ (66.00) |
| | <hr/> |
| | \$ (497,505.78) |

INCREASE THE FOLLOWING ITEMS:

| | |
|--|-------------|
| Conduit, 1 - 2" PVC (Trench or Plow) (F&I) | \$ 6.00 |
| Conduit, 2- 1" HDPE (Trench or Plow) (F&I) | \$ 15.00 |
| Conduit, 9- 1" HDPE (Trench or Plow) (F&I) | \$ 22.00 |
| Riprap, Rubble, F&I, Ditch Lining | \$ 43.50 |
| Asph Conc Friction Course, Traffic C, FC-12.5, PG 76-22 | \$ 56.00 |
| Conduit, 3- 1" HDPE (Directional Bore) (F&I) | \$ 78.00 |
| Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Skip, 6",10'-30' Skip Or 3'-9' Lane Drop | \$ 80.15 |
| Fiber Optic Cable (72 SM Fiber) (F&I) | \$ 201.60 |
| Fiber Optic Fusion Splice | \$ 270.00 |
| Pavement Marking - Preformed Tape, White, Solid, 18" | \$ 472.50 |
| Optional Base, Base Group 09 | \$ 719.65 |
| Fence - Type B | \$ 874.00 |
| Electrical Conductors (Insulated) (No.1) (F&I) | \$ 985.50 |
| Optional Base, Base Group 05 | \$ 1,242.60 |

| | | |
|---|----|------------------|
| Miscellaneous Asphalt Pavement | \$ | 1,295.00 |
| Single Post Sign, F&I Ground Mount 12SF-20SF | \$ | 1,406.00 |
| Fiber Optic Cable (12 SM Fiber) (F&I) | \$ | 1,469.70 |
| Milling Exist Asph Pavt, 1 1/2" Avg Depth | \$ | 1,813.50 |
| Pull Box (F&I) | \$ | 3,000.00 |
| Portable Changeable Message Signs (Temporary) | \$ | 3,560.25 |
| Optional Base, Base Group 15 | \$ | 9,858.00 |
| Superpave Asphaltic Conc, Traffic C, PG 76-22 | \$ | 10,050.00 |
| Performance Turf, Sod | \$ | 13,478.40 |
| Superpave Asphaltic Conc, Traffic C | \$ | <u>14,949.00</u> |
| | \$ | 65,946.35 |

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (431,559.43)

TOTAL AMOUNT FOR PROJECT 429-316A **\$ (429,102.48)**

Project 429-758: SR 429 Pavement Repair/Resurfacing, CR 535 to CR 437A
Hubbard Construction Co.
SA 429-758-1220-01

Milling Depths

The existing areas to be repaired on SR 429 were showing signs of deeper asphalt distress than previously anticipated. A deeper milling depth was necessary to address the repairs.

ADD THE FOLLOWING ITEM:

Milling Existing Asphalt Pavement, 4 3/4" Avg Depth \$ 96,025.23

DECREASE THE FOLLOWING ITEM:

Milling Existing Asphalt Pavement, 3" Avg Depth \$ (63,069.30)

INCREASE THE FOLLOWING ITEM:

Superpave Asphaltic Concrete, Traffic D \$ 171,320.02

Subtotal: Milling Depth

\$ 204,275.95

Delete Requirement for Polymer Modified Asphalt Binder

Delete the requirement for polymer modified asphalt binder (Traffic Level D PG 76-22) and replace with non-polymer asphalt due to an upcoming scheduled widening of this roadway.

DELETE THE FOLLOWING ITEM:

Superpave Asphaltic Concrete, Traffic D, PG 76-22 \$ (697,931.40)

ADD THE FOLLOWING ITEMS:

Superpave Asphaltic Concrete, Traffic D \$ 636,120.35

Subtotal: Delete Requirement for Polymer Modified Asphalt Binder

\$ (61,811.05)

TOTAL AMOUNT FOR PROJECT 429-758

\$ 142,464.90

Project 528-143: SR 528/SR 436 Interchange Improvements
SEMA Construction, Inc.
SA 528-143-1220-01

OUC West Casing Scope Reduction

The utility (OUC) requested to self-perform the work depicted in the project plans. The OUC JPA scope of work is therefore deleted from this project.

DECREASE THE FOLLOWING ITEMS:

| | | |
|--|----|---------------------|
| Mobilization, OUC | \$ | (70,700.00) |
| Util Des Gr - Generic PI 1, Jumper Connection, OUC | \$ | (6,800.00) |
| Util Des Gr - Generic PI 2, Chlor/Testing, OUC | \$ | (13,200.00) |
| Utility Pipe, Plug & Place Out of Service, 16", OUC | \$ | (13,356.00) |
| Utility Pipe, Plug & Place Out of Service, 20", OUC | \$ | (19,337.00) |
| Utility Pipe, F&I, DI, Water, 20", OUC | \$ | (169,000.00) |
| Utility Pipe, Furnish, Steel, Casing, 30", OUC | \$ | (267,960.00) |
| Utility Fitting, F&I, DI, Tee, 12", OUC | \$ | (3,200.00) |
| Utility Fitting, F&I, DI, Plug, 12", OUC | \$ | (910.00) |
| Utility Fitting, F&I, DI, Cap, 20", OUC | \$ | (1,400.00) |
| Utility Fitting, F&I, DI, 45 Degree Bend, 20", OUC | \$ | (28,800.00) |
| Utility Fitting, F&I, DI, Reducer, 20"x16", OUC | \$ | (2,000.00) |
| Utility Fixtures, F&I, DI, Tapping Sleeve & Valve Assembly, 12", Complete, OUC | \$ | (11,400.00) |
| Utility Fixtures, F&I, DI, Tapping Sleeve & Valve Assembly, 16", Complete, OUC | \$ | (36,000.00) |
| Utility Fixtures, F&I, DI, Tapping Sleeve & Valve Assembly, 20", Complete, OUC | \$ | (57,400.00) |
| Utility Fixtures, F&I, Valve Assembly, Gate Valve, 12", OUC | \$ | (3,400.00) |
| Utility Fixtures, F&I, Valve Assembly, Bevel Gear Gate Valve, 20", OUC | \$ | (49,200.00) |
| Utility Fixtures, F&I, 16", Line Stop Assembly, OUC | \$ | (32,800.00) |
| Utility Fixtures, F&I, 20", Line Stop Assembly, OUC | \$ | (37,600.00) |
| Utility Fixtures, F&I, Mechanical Joint Restraint, 12", OUC | \$ | (2,760.00) |
| Utility Fixtures, F&I, Mechanical Joint Restraint, 20", OUC | \$ | (1,700.00) |
| Utility Fixtures, F&I, Sample Point, 20", OUC | \$ | (5,600.00) |
| | \$ | <u>(834,523.00)</u> |

Ramp C-1 Temporary Traffic Control

This provides temporary traffic control along Ramp C-1. The traffic control plans were revised in order to construct the outside widening and proposed drainage.

ADD THE FOLLOWING ITEM:

| | | |
|---------------|----|-----------|
| Ramp C-1 TTCP | \$ | 47,366.82 |
|---------------|----|-----------|

Coordination between Concurrent Construction

This additional work is required to accommodate progression of both the Brightline and the 528-143 projects. This includes temporary barrier wall relocation and dewatering system installation and rental costs needed to perform out of sequence activities and maintain the pace of construction.

ADD THE FOLLOWING ITEM:

| | | |
|--|----|-----------|
| Coordination between Concurrent Construction | \$ | 43,807.92 |
|--|----|-----------|

Cost Savings Initiative Proposal (CSIP) - Median Separated Barrier

The contractor submitted a CSIP for an alternate design of the median planter wall shoulder barrier. The submittal has been reviewed and approved. The cost savings have been evaluated and shared equally between the contractor and CFX.

ADD THE FOLLOWING ITEMS:

| | | |
|---|----|------------------|
| Median Concrete Barrier, CSIP Costs for Water Barrier | \$ | 44,274.43 |
| Median Concrete Barrier, CSIP - Contractor Shared Savings | \$ | <u>63,037.78</u> |

\$ 107,312.21

INCREASE THE FOLLOWING ITEM:

Median Concrete Barrier, Short Grade-Separated \$ 3,747,700.00

DECREASE THE FOLLOWING ITEM:

Shoulder Concrete Barrier, Retaining Section \$ (3,918,050.00)

Subtotal: CSIP Median Separated Barrier \$ (63,037.79)

Video of Existing Drainage

The increase is due to the final measured quantity required to video all existing drainage within the project limits.

INCREASE THE FOLLOWING ITEM:

Video of Existing Drainage \$ 15,487.00

TOTAL AMOUNT FOR PROJECT 528-143

\$ (790,899.05)

**Project 528-747: SR 528 Milling & Resurfacing, SR 417 to Innovation Way
Hubbard Construction Co.
SA 528-747-1220-03**

Quantity Adjustments Resulting from Cross Slope Corrections

The contract required the contractor perform mill depth adjustments and cross slope corrections. There were locations where the existing guardrail required adjustment to tie into the new asphalt pavement.

INCREASE THE FOLLOWING ITEMS:

| | | |
|---|----|------------------|
| Miscellaneous Asphalt | \$ | 20,215.72 |
| Guardrail Reset, Single Faced | \$ | 28,019.95 |
| Guardrail End Anch Assy/End Treatment, Trailing | \$ | 3,345.00 |
| | \$ | <u>51,580.67</u> |

ADD THE FOLLOWING ITEMS:

| | | |
|---|----|------------------|
| Guardrail Reset, Mobilization, MOT & Extra Work | \$ | 29,078.95 |
| Guardrail End Anch Assy/End Treatment, Parallel | \$ | 6,690.00 |
| | \$ | <u>35,768.95</u> |

Subtotal: Quantity Adjustments Resulting from Cross Slope Corrections \$ 87,349.62

Existing Slope Repairs

Existing roadside slopes had erosion at various ramp locations throughout the project. These locations were regraded to reestablish and enhance the safety of the roadside slopes.

ADD THE FOLLOWING ITEM:

| | | |
|------------------------|----|-----------|
| Existing Slope Repairs | \$ | 18,830.84 |
|------------------------|----|-----------|

Asphalt Supplied to Adjacent Contractor

An adjacent contractor ran short on asphalt on the night of October 10, 2019. The contractor provided asphalt material and trucking to and from the project site so that the adjacent contractor could safely open the road on time.

ADD THE FOLLOWING ITEM:

| | | |
|---|----|----------|
| Asphalt Supplied to Adjacent Contractor | \$ | 2,390.88 |
|---|----|----------|

Additional Maintenance of Traffic (MOT) for Space X Launch

The contractor was directed to provide MOT for the Space X Launch on the weekend of May 29, 2020, closing off mainline toll plaza cash lanes along the SR 528 corridor to assist with traffic flow.

ADD THE FOLLOWING ITEM:

| | | |
|-----------------------------------|----|----------|
| Additional MOT for Space X Launch | \$ | 3,236.64 |
|-----------------------------------|----|----------|

Pay Item Quantity Adjustments - Final Quantities of Work

The following are adjustments to pay item quantities to reflect final quantities for pay items of completed work. Adjustments are consistent with contract provisions.

INCREASE THE FOLLOWING ITEMS:

| | | |
|---|----|-----------|
| Milling Exist Asphalt Pavement, 2" Avg Depth | \$ | 1.92 |
| Milling Exist Asphalt Pavement, 1 1/2" Avg Depth | \$ | 0.82 |
| Milling Exist Asphalt Pavement, 2 3/4" Avg Depth | \$ | 0.36 |
| Milling Exist Asphalt Pavement, 3/4" Avg Depth | \$ | 937.75 |
| Superpave Asphaltic Concrete, Traffic C | \$ | 20,753.91 |
| Superpave Asphaltic Concrete, Traffic D, PG 76-22 | \$ | 41,678.42 |

| | | |
|--|----|-------------------|
| Asph Conc Friction Course, Inc Bit, FC-5, PG 76-22, Black Granite | \$ | 36,378.40 |
| Single Post Sign, F&I, Barrier Mount Index 11871/700-013, 12-20 SF | \$ | 1,940.00 |
| Single Post Sign, F&I, Toll Plaza Mounted, Less Than 12 SF | \$ | 368.00 |
| Retro-Reflective/Raised Pavement Markers | \$ | 17.50 |
| Pavement Message, Thermo | \$ | 179.00 |
| Solid Traffic Stripe, PPRT, White, 8" | \$ | 1,372.80 |
| Skip Traffic Stripe, PPRT, White, 3'-12', 12" | \$ | 5,639.20 |
| Tape Pavement Marking Removal | \$ | 4,690.00 |
| | \$ | <u>113,958.08</u> |

DECREASE THE FOLLOWING ITEMS:

| | | |
|--|----|---------------------|
| Maintenance of Traffic for Emergency Base Repair | \$ | (33,480.00) |
| Portable Changeable Message Sign, Temporary | \$ | (553.50) |
| Borrow Excavation, Truck Measure | \$ | (12,064.00) |
| Optional Base, Base Group 09 | \$ | (10,540.00) |
| Milling Exist Asph Pavement, 2 1/4" Avg Depth | \$ | (252.00) |
| Milling Exist Asph Pavement, 4 3/4" Avg Depth | \$ | (0.52) |
| Roadway Repair, Base Repair | \$ | (51,634.50) |
| Roadway Repair, Emergency Base Repair | \$ | (264,193.10) |
| Superpave Asphaltic Concrete, Traffic D | \$ | (7,953.54) |
| Asph Conc Friction Course, Inc Bit, FC-12.5, PG 76-22, Black Granite | \$ | (18,131.40) |
| Miscellaneous Asphalt Pavement | \$ | (6,423.20) |
| Sod, Performance Turf | \$ | (42,073.50) |
| Single Post Sign, F&I, Ground Mount, 12-20 SF | \$ | (1,560.00) |
| Delineator, Flexible Tubular | \$ | (1,943.00) |
| Solid Traffic Stripe, PPRT, White, 6" | \$ | (137.36) |
| Solid Traffic Stripe, PPRT, White, 12" | \$ | (135.52) |
| Solid Traffic Stripe, PPRT, White, 18" | \$ | (17,719.00) |
| Solid Traffic Stripe, PPRT, Yellow, 6" | \$ | (9,072.00) |
| Solid Traffic Stripe, PPRT, Contrast, White/Black, 9" | \$ | (23,850.60) |
| Skip Traffic Stripe, PPRT, Contrast, White/Black, 10'-30', 9" | \$ | (1,875.96) |
| Solid Traffic Stripe, PPRT, Yellow, 8" | \$ | (1,944.80) |
| Solid Traffic Stripe, PPRT, Yellow, 18" | \$ | (5,076.00) |
| Allowance for Disputes Review Board | \$ | (30,000.00) |
| Work Order Allowance | \$ | <u>(300,000.00)</u> |
| | \$ | (840,613.50) |

Subtotal: Pay Item Quantities Adjustments - Final Quantities of Work \$ (726,655.42)

Fuel Price Adjustments

The contract has a provision for the fuel price adjustments. The fuel adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price. Project cut-off is the 10th of the month, therefore, the FDOT index from the previous month is used. In accordance with the terms of the contract, the engineer has calculated adjustments for the period of October 2019 through August 2020. The bid month was April 2019. During this period of time \$11,163,047.00 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

| | | |
|--|----|-------------|
| Fuel Price Adjustments: October 2019 - August 2020 | \$ | (38,959.52) |
|--|----|-------------|

Bituminous Price Adjustments

The contract has a provision for the bituminous price adjustments. In accordance with contract specifications, the engineer has calculated adjustments for the period of October 2019 through August 2020. The bid month was April 2019. The bituminous adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price, and then only on the portion that exceed 5%. Project cut-off is the 10th of the month, therefore, the FDOT index from the previous month is used.

ADD THE FOLLOWING ITEMS:

Bituminous Price Adjustments: October 2019 - August 2020 \$ (92,456.79)

TOTAL AMOUNT FOR PROJECT 528-747 \$ **(746,263.75)**

**Project 528-749: SR 528 Milling & Resurfacing, Innovation Way to Dallas Blvd.
Preferred Materials, Inc.
SA 528-749-1220-04**

Guardrail Damage Repairs

Repair guardrail damaged by third party.

ADD THE FOLLOWING ITEM:

| | | |
|--------------------------|----|-----------|
| Guardrail Damage Repairs | \$ | 12,608.12 |
|--------------------------|----|-----------|

Pavement Markings at Dallas Bridge and Ramps

Add thermoplastic pavement markings at Dallas Blvd. Bridge and on and off ramps.

ADD THE FOLLOWING ITEM:

| | | |
|--|----|----------|
| Pavement Markings, Dallas Bridge and Ramps | \$ | 6,115.13 |
|--|----|----------|

Dallas Blvd. Shoulder Grading

The contractor was requested to modify the inside shoulder to promote positive drainage and regrade the grassed median.

ADD THE FOLLOWING ITEM:

| | | |
|-------------------------------|----|----------|
| Dallas Blvd. Shoulder Grading | \$ | 6,138.81 |
|-------------------------------|----|----------|

Credit for Re-utilization of Existing Sign Bases

This change is required to reduce the compensation for work not performed. The contractor utilized existing concrete bases to install multi-post signs.

ADD THE FOLLOWING ITEM:

| | | |
|--|----|------------|
| Credit for Re-utilization of Existing Sign Bases | \$ | (8,109.00) |
|--|----|------------|

Performance Turf, Hydroseed

The contractor was directed to utilize hydroseed in lieu of sod on ditch slopes that were inaccessible due to wet field conditions.

ADD THE FOLLOWING ITEM:

| | | |
|-----------------------------|----|-----------|
| Performance Turf, Hydroseed | \$ | 43,158.76 |
|-----------------------------|----|-----------|

Quantity Adjustments for Final Quantities of Work

The following are adjustments to pay item quantities to reflect final quantities for pay items of completed work. Adjustments are consistent with contract provisions.

INCREASE THE FOLLOWING ITEMS:

| | | |
|---|----|-----------|
| Removal of Existing Concrete | \$ | 700.00 |
| Superpave Asphaltic Concrete, Traffic C | \$ | 8,933.61 |
| Superpave Asphaltic Concrete, Traffic D | \$ | 30,678.84 |
| Superpave Asphaltic Concrete, Traffic C, PG 76-22 | \$ | 1,868.07 |
| Superpave Asphaltic Concrete, Traffic D, PG 76-22 | \$ | 46,367.76 |
| Black Granite | \$ | 27,525.40 |
| Black Granite | \$ | 205.60 |
| Miscellaneous Asphalt Pavement | \$ | 5,429.91 |
| Video of Existing Storm Drain Pipes | \$ | 81.81 |
| Desilting Pipe, 25-36" | \$ | 879.12 |
| Shoulder Gutter, Concrete | \$ | 576.80 |
| Guardrail, Roadway, General TL-3 | \$ | 1.78 |

| | | |
|---|----|-------------------|
| Rub Rail for Guardrail, Single Sided Rub Rail | \$ | 8.30 |
| Guardrail End Treatment, Double Face Approach Terminal | \$ | 17,000.00 |
| Single Post Sign, F&I, Ground Mount, Up to 12 SF | \$ | 1,252.50 |
| Retro-Reflective Pavement Markers, RPMs | \$ | 6.60 |
| Pavement Marking, Preformed Tape, HP, White, Solid, 8" | \$ | 424.11 |
| Pavement Marking, Preformed Tape, HP, Yellow, Solid, 6" | \$ | 987.31 |
| Pavement Marking, Preformed Tape, HP, Black/White, Solid, 9" | \$ | 550.92 |
| Pavement Marking, Preformed Tape, HP, Black/White, 10'-30' Skip, 9" | \$ | 180.77 |
| | \$ | <u>143,659.21</u> |

DECREASE THE FOLLOWING ITEMS:

| | | |
|---|----|---------------------|
| Regular Excavation | \$ | (4,489.31) |
| Embankment | \$ | (9,880.84) |
| Milling Exist Asph Pavement, 1.5" Avg Depth | \$ | (406.40) |
| Desilting Pipe, 0-24" | \$ | (446.50) |
| Desilting Concrete Box Culvert | \$ | (34,965.00) |
| Guardrail, Roadway, Double Face | \$ | (9.20) |
| Guardrail, Removal | \$ | (151.75) |
| Guardrail End Treatment, Parallel Approach Terminal | \$ | (5,600.00) |
| Performance Turf, Sod | \$ | (352,535.70) |
| 3M Removable Tape, White, Solid, 6" | \$ | (11.33) |
| 3M Removable Tape, White, Skip | \$ | (620.73) |
| 3M Removable Tape, Yellow, Solid, 6" | \$ | (4,939.88) |
| Thermoplastic, Standard, White, Message | \$ | (170.00) |
| Pavement Marking, Preformed Tape, HP, White, Solid, 18" | \$ | (115.00) |
| Allowance for Disputes Review Board | \$ | (23,250.00) |
| Work Order Allowance | \$ | (294,377.29) |
| | \$ | <u>(731,968.93)</u> |

DELETE THE FOLLOWING ITEMS:

| | | |
|--|----|--------------------|
| Maintenance of Traffic for Roadway Repair Contingency | \$ | (12,495.40) |
| Portable Changeable Message Sign, Temporary | \$ | (6,980.00) |
| Roadway Repair, Emergency Base Repair Contingency | \$ | (32,850.00) |
| Thermoplastic, Standard, Yellow, Solid, 18" for Diagonals & Chevrons | \$ | (39.60) |
| | \$ | <u>(52,365.00)</u> |

Subtotal: Quantity Adjustments for Final Quantities of Work \$ (640,674.72)

Fuel Price Adjustments

The contract has a provision for the fuel price adjustments. The fuel adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price. Project cut-off is the 10th of the month, therefore, the FDOT index from the previous month is used. In accordance with the terms of the contract, the engineer has calculated adjustments for the period of May 2019 through August 2020. The bid month was March 2019. During this period of time \$7,065,141.98 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

| | | |
|--|----|-------------|
| Fuel Price Adjustments: May 2019 - August 2020 | \$ | (17,522.74) |
|--|----|-------------|

Bituminous Price Adjustments

The contract has a provision for the bituminous price adjustments. In accordance with contract specifications, the engineer has calculated adjustments for the period of May 2019 through August 2020. The bid month was March 2019. The bituminous adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price, and then only on the portion that exceed 5%. Project cut-off is the 10th of the month, therefore, the FDOT index from the previous month is used.

ADD THE FOLLOWING ITEMS:

| | | |
|--|----|-------------|
| Bituminous Price Adjustments: May 2019 - August 2020 | \$ | (18,111.53) |
|--|----|-------------|

Asphalt supplied by Adjacent Contractor

On the night of October 10, 2019, the project ran short on asphalt. An adjacent contractor supplied a load of asphalt to safely open the road on time.

ADD THE FOLLOWING ITEMS:

| | | |
|---|----|------------|
| Asphalt supplied by Adjacent Contractor | \$ | (2,390.88) |
|---|----|------------|

TOTAL AMOUNT FOR PROJECT 528-749

\$ (618,788.05)

Project 528-750: SR 528 Milling & Resurfacing, Dallas Blvd. to SR 520
Preferred Materials, Inc.
SA 528-750-1220-05

Guardrail Damage Repairs

Repair guardrail damaged by third party.

ADD THE FOLLOWING ITEM:

| | | |
|--------------------------|----|----------|
| Guardrail Damage Repairs | \$ | 3,516.37 |
|--------------------------|----|----------|

Pavement Marking Farm Access Road 2

The contractor was directed to install 3M temporary removable tape at Farm Access Road 2 to coordinate with adjacent and upcoming projects.

ADD THE FOLLOWING ITEMS:

| | | |
|-------------------------------------|----|----------|
| Pavement Marking Farm Access Road 2 | \$ | 7,101.88 |
|-------------------------------------|----|----------|

Install Concrete Mow Pads

The contractor was directed to install new concrete mow pads at existing electrical pull boxes that did not have concrete mow pads.

ADD THE FOLLOWING ITEM:

| | | |
|---------------------------|----|----------|
| Install Concrete Mow Pads | \$ | 3,546.07 |
|---------------------------|----|----------|

Credit for Re-utilization of Existing Sign Bases

This change is required to reduce the compensation for work not performed. The contractor utilized existing concrete bases to install multi-post signs.

ADD THE FOLLOWING ITEM:

| | | |
|--|----|------------|
| Credit for Re-utilization of Existing Sign Bases | \$ | (5,406.00) |
|--|----|------------|

Performance Turf, Hydroseed

The contractor was directed to utilize hydroseed in lieu of sod on ditch slopes that were inaccessible due to wet field conditions.

ADD THE FOLLOWING ITEM:

| | | |
|-----------------------------|----|----------|
| Performance Turf, Hydroseed | \$ | 3,435.68 |
|-----------------------------|----|----------|

Quantity Adjustments for Final Quantities of Work

The following are adjustments to pay item quantities to reflect final quantities for pay items of completed work. Adjustments are consistent with contract provisions.

INCREASE THE FOLLOWING ITEMS:

| | | |
|---|----|------------|
| Removal of Existing Concrete | \$ | 1,625.01 |
| Milling Exist Asph Pavement, 2" Avg Depth | \$ | 560.21 |
| Superpave Asphaltic Concrete, Traffic D | \$ | 10,012.74 |
| Superpave Asphaltic Concrete, Traffic D, PG 76-22 | \$ | 118,819.71 |
| Asphalt Concrete Friction Course, Inc Bit, FC-5, PG 76-22, Black Granite | \$ | 57,181.74 |
| Asphalt Concrete Friction Course, Inc Bit, FC-12.5, PG 76-22, Black Granite | \$ | 6,376.47 |
| Miscellaneous Asphalt Pavement | \$ | 7,340.52 |
| Desilting Pipe, 25-36" | \$ | 6,023.16 |
| Shoulder Gutter, Concrete | \$ | 42.00 |
| Sign Panel, F&I, Ground Mount, Up to 12 SF | \$ | 150.00 |
| Sign Panel, Remove, Up to 12 SF | \$ | 15.00 |

| | | |
|---|----|-------------------|
| Retro-Reflective Pavement Markers, RPMs | \$ | 514.80 |
| Pavement Marking, Preformed Tape, HP, White, Solid, 18" | \$ | 9,671.50 |
| Pavement Marking, Preformed Tape, HP, Yellow, Solid, 6" | \$ | 2,195.08 |
| Pavement Marking, Preformed Tape, HP, Black/White, 10'-30' Skip, 9" | \$ | 418.56 |
| | \$ | <u>220,946.50</u> |

DECREASE THE FOLLOWING ITEMS:

| | | |
|--|----|---------------------|
| Regular Excavation | \$ | (552.83) |
| Milling Exist Asph Pavement, 1.5", Avg Depth | \$ | (7,677.45) |
| Milling Exist Asph Pavement, 2.25", Avg Depth | \$ | (2,509.80) |
| Milling Exist Asph Pavement, 4.75", Avg Depth | \$ | (1.00) |
| Superpave Asphaltic Concrete, Traffic C | \$ | (34,845.53) |
| Roadway Repair, Emergency Base Repair Contingency | \$ | (1,016.37) |
| Superpave Asphaltic Concrete, Traffic C, PG 76-22 | \$ | (3,687.44) |
| Video Existing Storm Drain Pipes | \$ | (27.27) |
| Desilting Pipe, 0-24" | \$ | (978.50) |
| Desilting Concrete Box Culvert | \$ | (4,550.00) |
| Ground-In Rumble Strips, 16" | \$ | (572.29) |
| Performance Turf, Sod | \$ | (152,651.35) |
| Pavement Marking, Preformed Tape, HP, White, 3-12 Skip, 12" | \$ | (474.18) |
| Pavement Marking, Preformed Tape, HP, Black/White, Solid, 9" | \$ | (3,827.97) |
| Allowance for Disputes Review Board | \$ | (23,250.00) |
| Work Order Allowance | \$ | (295,871.71) |
| | \$ | <u>(532,493.69)</u> |

DELETE THE FOLLOWING ITEMS:

| | | |
|---|----|--------------------|
| Maintenance of Traffic Roadway Repair Contingency | \$ | (12,495.40) |
| Portable Changeable Message Sign, Temporary | \$ | (5,920.00) |
| | \$ | <u>(18,415.40)</u> |

Subtotal: Quantity Adjustments for Final Quantities of Work \$ (329,962.59)

Fuel Price Adjustments

The Contract has a provision for the fuel price adjustments. The fuel adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price. Project cut-off is the 10th of the month, therefore, the FDOT index from the previous month is used. In accordance with the terms of the contract, the engineer has calculated adjustments for the period of May 2019 through August 2020. The bid month was March 2019. During this period of time \$8,181,772.09 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

| | | |
|--|----|-------------|
| Fuel Price Adjustments: May 2019 - August 2020 | \$ | (23,469.32) |
|--|----|-------------|

Bituminous Price Adjustments

The contract has a provision for the bituminous price adjustments. In accordance with contract specifications, the engineer has calculated adjustments for the period of May 2019 through August 2020. The bid month was March 2019. The bituminous adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price, and then only on the portion that exceed 5%. Project cut-off is the 10th of the month, therefore, the FDOT index from the previous month is used.

ADD THE FOLLOWING ITEMS:

| | | |
|--|----|-------------|
| Bituminous Price Adjustments: May 2019 - August 2020 | \$ | (28,879.15) |
|--|----|-------------|

TOTAL AMOUNT FOR PROJECT 528-750 \$ **(370,117.06)**

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 23, 2020

SUBJECT: Approval of Supplemental Agreement No. 1 with Rummel, Klepper & Kahl, LLP for Systemwide Construction Engineering and Inspection (CEI) Services Contract No. 001487

Board approval of Supplemental Agreement No.1 with Rummel, Klepper & Kahl, LLP in a not-to-exceed amount of \$3,600,000.00 is requested. The original contract was for three years with two one-year renewals.


The services to be provided include additional CEI services for various CFX projects.

| | |
|------------------------------|-----------------------|
| Original Contract | \$3,600,000.00 |
| Amendment No. 1 | \$ 0.00 |
| Supplemental Agreement No. 1 | <u>\$3,600,000.00</u> |
| Total | \$7,200,000.00 |

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

Reviewed by:


Ben Dreiling, PE
Director of Construction


Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Construction Engineering and Inspection Services

Contract No. 001487

Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 10th day of December 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and **RUMMEL, KLEPPER & KAHL, LLP**, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated February 21, 2019, with a Notice to Proceed date of March 1, 2019, for systemwide construction engineering and inspection (CEI) services.

1. CFX desires to increase the scope of work for additional CEI services for upcoming construction projects in the Five-Year Work Plan. The additional CEI services increase the contract amount by \$3,600,000.00.
2. The Contractor hereby agrees to increase scope of work through the remainder of the contract term with an increase in the Contract amount of \$3,600,000.00 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor’s complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Construction Engineering and Inspection Services

Contract No. 001487

Amount of Changes to this document: \$3,600,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

RUMMEL, KLEPPER & KAHL, LLP

By: _____

Title: _____

Attest: _____ (Seal)

Date: _____

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2020 for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez,
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDMENT NO. 1
To
CONTRACT NO. 001487

14th This Amendment No. 1 to Contract No. 001487 ("Agreement") entered into this day of May, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida ("CFX") and Rummel, Klepper & Kahl, LLP d/b/a RK&K ("CONSULTANT") for systemwide construction engineering and inspection services pertaining to various CFX Projects.

WITNESSETH:

WHEREAS, ("CFX") and ("CONSULTANT") desire to amend the ("Agreement") to incorporate the following provision and amend two (2) provisions whereas strikethrough indicates deletion; underline indicates addition.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ("CFX") and ("CONSULTANT") hereby amend the ("Agreement") with addenda as follows:

A. The following provision is **added** to the ("Agreement"):

"7.1 LIMITATION ON LIABILITY

Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. **Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract."**

B. The following provisions are hereby amended

1. Section 9.0, Termination, 2nd paragraph, is hereby amended by adding the text that is underlined as follows:

"If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately

terminating in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.”

2. Section 14.4, Professional Liability Coverage, is hereby amended by adding the text that is underlined and deleting the text that is stricken as follows:

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

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

AMENDMENT NO. 1

Contract Name: Systemwide Construction Engineering and Inspection Services

Contract No.: 001487 Project No.: N/A

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

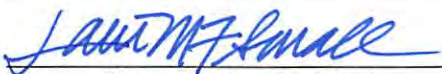
By: 
Director of Procurement

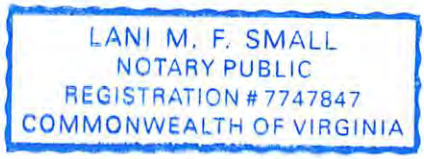
RUMMEL, KLEPPER & KAHL, LLP D/B/A RK&K

By: 


Print Name: Miriam Kronisch, PE, CCM

Title: Partner, RK&K

Attest:  (Seal)
(Secretary or Notary)



Approved as to form and execution, only.


General Counsel for CFX

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
RUMMEL, KLEPPER & KAHL, LLP D/B/A RK&K
SYSTEMWIDE CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES**

CONTRACT NO. 001487

**CONTRACT DATE: FEBRUARY 21, 2019
CONTRACT AMOUNT: \$3,600,000.00**

**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

SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001487

FEBRUARY 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES
CONTRACT NO. 001487**

THIS AGREEMENT, made and entered into this 21st day of February 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the “CFX” and Rummel, Klepper & Kahl, LLP d/b/a RK&K, hereinafter called “CONSULTANT”, a foreign corporation, registered and authorized to do business in the state of Florida, whose principal address is 3504 Lake Lynda Drive, Suite 165, Orlando, FL. 32817.

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

WITNESSETH:

1.0 SERVICES TO BE PROVIDED

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

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

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

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

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

The work covered by this Agreement includes providing CEI services for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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

2.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two (2) one-year renewals periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, which notice to proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

3.0 PROJECT SCHEDULE

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

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

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 CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

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

The approved subconsultants are:

| | | |
|---|---------------------------------------|------------------------------|
| A2 Group, Inc. | Ardaman & Associates, Inc. | Civil Site Engineering, Inc. |
| Echezabel & Associates, Inc. | Elipsis Engineering & Consulting, LLC | GRL Engineers, Inc. |
| HDR Construction Control Corp. | HNTB Corporation | KCCS, Inc. |
| Mehta and Associates, Inc. | Metric Engineering, Inc. | Page One Consultants, Inc. |
| Professional Services Industries, Inc. (Intertek) | | RS&H, Inc |
| Wood Environment & Infrastructure Solutions, 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.

5.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not to exceed amount of \$3,600,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may

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

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

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

6.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 17, 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 6.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

7.0 COMPLIANCE WITH LAWS

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

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

8.0 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 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0 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.

9.0 TERMINATION

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

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 5.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

10.0 ADJUSTMENTS

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

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

11.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

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

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

The obligations in Section 11.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

12.0 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 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0 THIRD PARTY BENEFICIARY

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

14.0 INSURANCE

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

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

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

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

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

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

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for

Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

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

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

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

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

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.

15.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 6.0 hereof, such data or information is the property of CFX.

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

16.0 STANDARD OF CONDUCT

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

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

17.0 DOCUMENTED ALIENS

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

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

18.0 E-VERIFY CLAUSE

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

19.0 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.

20.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 20.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0 AVAILABILITY OF FUNDS

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

24.0 AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

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

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

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

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

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

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0 GOVERNING LAW AND VENUE

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

The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0 NOTICE

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

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

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

To CONSULTANT: RK&K
3504 Lake Lynda Drive, Suite 165
Orlando, FL 32817
Attn: Michael D. Lausier, P.E.

RK&K
3504 Lake Lynda Drive, Suite 165
Orlando, FL 32817
Attn: Amanda Glynne, P.E.

27.0 HEADINGS

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

28.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0 ASSIGNMENT

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

30.0 SEVERABILITY

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

31.0 INTEGRATION

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

32.0 ATTACHMENTS


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

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on February 21, 2019.

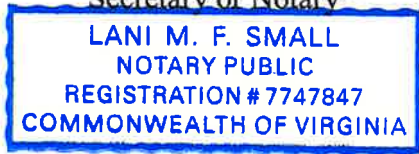
**RUMMEL, KLEPPER & KAHL, LLP
D/B/A RK&K**

BY: 
Authorized Signature
Miriam Kronisch, PE, CCM
Title: Partner, RK&K

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Director of Procurement
Print Name: Anesh Williams

ATTEST:  (Seal)
Secretary or Notary



Approved as to form and execution, only.

General Counsel for CFX



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EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

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EXHIBIT A SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) services. CFX has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to, Project Administrator, 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 and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for construction.

The Consultant shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

CFX will request Consultant services on an as-needed, per project basis as described below. There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the Consultant, as indicated below, will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

The Consultant is one of several consultants who are under contract to CFX to provide support personnel for various construction projects. At least thirty (30) days before the notice to proceed is issued to the construction contractor for a project, CFX will identify the CEI support personnel it will require by job classification and request from the consultants a list of resumes for available individuals. From these resumes, CFX will select the most qualified team and negotiate fees and expenses with that consultant. The intent of this process is to ensure that CFX has a resource pool of consultants who can provide qualified professional, technical and administrative personnel, in the required numbers and at the required times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

II. GENERAL REQUIREMENTS

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities under the Contract.

The Consultant shall be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. (References to CFX's Director of Construction shall be taken to mean his designated representative as well.) The Contract term will be three (3) years with two 1-year renewal options.

Services to be provided by the Consultant will be initiated and completed as directed by CFX's Director of Construction for each Task Work Order Assignment authorized under the Contract.

The Director of Construction shall furnish the Consultant a Letter of Authorization for each Task Work Order outlining the services to be performed and the compensation to be paid for services authorized pursuant to the Scope of Services document attached to the Letter of Authorization. No payment for work performed shall be made to the Consultant unless a Letter of Authorization for that Task Work Order has been mutually agreed to in writing by CFX and Consultant (refer to the Method of Compensation).

For the duration of each project assigned under the Contract, the Consultant shall coordinate closely with CFX to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the construction contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the notice to proceed to the construction contractor and fifteen (15) days to demobilize after final acceptance by CFX of an assigned project.

IV. SERVICES

The Consultant will perform the following tasks in the conduct of the Agreement for each assigned project. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the Consultant to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The Consultant is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The Consultant shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the construction contractor and the corrective action taken. The work provided by the

Contractor shall in no way relieve the construction contractor of responsibility for the satisfactory performance of the construction contract.

B. Inspection Services

The Consultant shall provide services to monitor the construction contractor's on-site construction operations as required to determine that the quality of workmanship and materials is such that the assigned project will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The Consultant shall keep detailed, accurate records of the construction contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of CFX for inspection of construction projects are set forth in CFX's Construction Project Administration Manual (CPAM) (cfxway.com). The Consultant shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The Consultant shall perform field testing services including but not limited to nuclear density, moisture content, etc. Laboratory Testing of component materials shall be performed by others.

D. Management Engineering Services

The Consultant shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the assigned project is achieved; to maintain complete, accurate records of all activities and events relating to the assigned project; to properly document the significant changes to the assigned project; to provide, upon request, interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the assigned project; and to maintain an adequate level of surveillance of the construction contractor's activities. The Consultant shall also perform any other management engineering services that are required to fulfill its responsibilities under the Contract. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services may include, but are not necessarily limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each assigned project. Record significant information and decisions made at this conference and distribute copies of the minutes to the appropriate parties.

2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The Consultant shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a construction diary, including weather, appropriate for the type of construction being performed.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the Consultant's files for each assigned project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the construction contractor and Consultant. Progress estimates shall be submitted to CFX for review and processing.

The Consultant shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the assigned project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The Consultant 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 on an occasional and random basis.

9. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

10. Analyze problems that arise on a project and proposals submitted by the construction contractor and prepare and submit a recommendation to CFX.
11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original contract for an assigned project.
12. When it is determined that a modification to the original contract for an assigned project is required due to a necessary change in the character of the work, negotiate prices with the construction contractor and prepare and submit for approval by CFX a change proposal request in accordance with applicable procedures.
13. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it intends to claim additional compensation, the Consultant shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
14. In the event that the construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
15. In the event that the construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to CFX all close out documentation for each assigned project, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the construction contract documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by CFX of the assigned project (demobilization period).

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.
18. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.
19. Track shop drawing/sample submittals and approvals for each assigned project. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The Consultant shall actively encourage all reviewers to accomplish reviews promptly. The Consultant shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.
20. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.
21. Attend weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.
22. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.
23. When needed to prevent delays in construction contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.
24. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual (www.expresswaydocs.com).

V. PERSONNEL

A. General Requirements

The Consultant shall provide the required number of qualified personnel as necessary to effectively carry out its responsibilities under the Contract.

B. Personnel Qualifications

The Consultant shall use only competent personnel who are qualified by education, experience, and certification where required. When requested by CFX, the Consultant shall submit resumes detailing education, experience qualifications and certifications of personnel in the required job classifications that the Consultant is proposing for consideration for assignment to the construction project. Minimum qualifications for the Consultant's personnel are defined in Paragraph "E" of this Article.

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

Consultant personnel assigned to a project are considered by CFX to be committed to performing services under the Contract. Any changes will require written approval of CFX.

When the construction contractor's operations on a project diminish, CFX will direct an appropriate reduction, by job classification, in the Consultant's personnel. Such reduction of the Consultant's forces by CFX shall be accomplished within one (1) week after notification.

In the event of a construction contract suspension on an assigned project requires the removal of Consultant forces from the project, the Consultant will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for Consultant personnel.

1. Senior Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

Qualification:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

2. Project Administrator

A Civil Engineering Degree plus four (4) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT

CTQP Final Estimates Level II

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

3. Contract Support Specialist

High school diploma or equivalent plus four (4) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

Qualifications:

CTQP Final Estimates Levels I & II

4. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)

CTQP Asphalt Roadway Level I (If applicable)

CTQP Asphalt Roadway Level II (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Grouting Technician Level I (If applicable)

CTQP Post-Tensioning Technician Level I (If applicable)

FDOT Intermediate MOT

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

5. Resident Compliance Specialist

Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

6. Inspector/Engineer Intern

High school graduate or equivalent plus two (2) years of experience in construction inspection, one year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts

including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

7. Asphalt Plant Inspector

High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I
CTQP Asphalt Plant Level II
CTQP Final Estimates Level I

Certifications:

None

8. Inspector's Aide

High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

9. Survey Party Chief

High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

10. Instrument Man

High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

11. Rod Man/Chain Man

High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

12. Secretary/Clerk Typist

High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

13. Environmental Specialist

A bachelor's degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a master's degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical or natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also, must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

14. Geotechnical Engineer

Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) CFX or FDOT bridge projects, including FDOT Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of Transportations. "Responsible charge" experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer programs to analyze concrete/steel/timber piling.

15. Geotechnical Technician

Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) CFX or FDOT bridge projects.

Qualifications:

CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection

16. Public Information Officer

High school graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for a at least three (3) years.

17. Utility Coordinator

High school graduate or equivalent and be knowledgeable of CFX's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with CFX or FDOT Standards, policies, procedures, and agreements.

18. Senior ITS Inspector

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

or a Civil Engineering degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

19. ITS Inspector

High school graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Fiber Optics for ITS Level I (or equivalent)

or a Civil Engineering degree.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

The Consultant shall conduct semi-annual reviews to make certain its organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Scope of Services. The semi-annual reviews shall be submitted to CFX in written form no later than one (1) month after the review.

On assigned projects with short duration (9 months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the construction contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required.

B. QA Plan

Within thirty (30) days after execution of the Contract, the Consultant shall furnish a QA Plan to the Director of Construction. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the Contract.

Unless specifically waived, no payment will be made for any services until CFX approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. The Consultant shall keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. CFX, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
2. Quality Reviews: The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.
3. Quality Records: The Consultant shall outline the types of records which will be generated and maintained during the execution of its QA program.
4. Control of Subconsultants and Vendors: The Consultant shall detail the methods used to control subconsultants and vendor quality.
5. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.
6. Quality Records: The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.

- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual.
- G. CFX Policy and Procedures Manual.
- H. CFX standardized forms to be used with documentation and reporting procedures.
- I. CFX General Specifications and Technical Specifications.

Unless otherwise stated by CFX at the time of the Task Authorization, the Consultant shall provide office space for its personnel to effectively carry out the requirements of this Scope of Services. Such office expenses will not be paid separately but will be included in the fees negotiated for each assigned project.

VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The Consultant shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

- A. FDOT Standard Specifications for Road and Bridge Construction, current edition.
- B. FDOT Design Standards, current edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.

- K. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.
- M. Project telephones and services, including long distance charges.
- N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- O. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Contract.
- P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.
- Q. Hard hats shall have the name of the consulting firm visibly displayed.
- R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.
- S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.
- T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.
- U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

The Consultant shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on each assigned project. All activities and decisions of the Consultant relating to the projects shall be subject to review and approval by CFX. The Consultant shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

Upon confirmation of award of an assigned project and scheduled start of construction, the Consultant shall be ready to assign personnel within two weeks after CFX's notification to the Consultant to begin the services. No personnel shall be assigned until written notification has been issued. Consultant personnel will generally be required at all times while the construction contractor is working on an assigned project.

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the term of the Contract, CFX will conduct reviews of the various phases and stages of the Consultant's operations.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and provisions of the assigned project. The Consultant shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the Consultant in conformance with CFX's recommendations. CFX's remedial recommendations and the Consultant's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be paid for remedial action taken to correct deficiencies by the Consultant. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The Consultant shall comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the Consultant.

D. Increase the scope and frequency of training conducted by the Consultant.

XI. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

Subconsultant services will be paid in accordance with Exhibit "B".

XII. OTHER SERVICES

The Consultant shall, upon written authorization by CFX, perform any additional services not otherwise identified in this Scope of Services as may be required in connection with an assigned project. The following items are not included as part of the Contract but may be required to supplement the Consultant's services under the Contract.

- A. The Consultant shall, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities for an assigned project.
- B. The Consultant shall, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).
- C. The Consultant shall, upon written request by CFX, provide off-site inspection services.

XIII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for an assigned project submits a claim for additional compensation and/or time, and the Consultant has completed the terms of the Contract, the Consultant shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Contract.

XIV. INVOICING INSTRUCTIONS

Monthly invoices shall be submitted in a format and distribution schedule defined by CFX no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify CFX's Resident Engineer prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify CFX's Resident Engineer via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted with timesheets and other backup as appropriate. A Final Invoice will be submitted to CFX no later than the 30th day following Final Acceptance of the individual project or as requested by CFX.

XV. METHOD OF COMPENSATION:

All consultant and subconsultant services authorized by CFX will be paid for in accordance with Exhibit "B".

END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 23, 2020

SUBJECT: Approval of Contract Award to Kinard-Stone, Inc. for
Construction Engineering and Inspection (CEI) Services for SR 538 Widening
from Ronald Reagan Parkway to Cypress Parkway
Project No. 538-165, Contract No. 001722

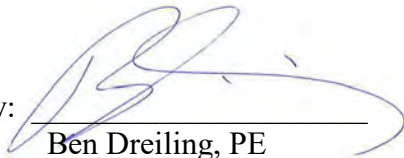
The Board approved on November 12, 2020, the final ranking and authorization to negotiate with firms for the CEI Services for SR 538 Widening from Ronald Reagan Parkway to Cypress Parkway.

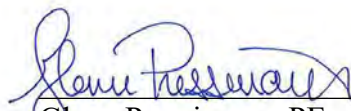
The work under this contract will consist of providing CEI services for the widening of SR 538 (Poinciana Parkway) from Ronald Reagan Parkway to Cypress Parkway.

Board award of the contract to Kinard-Stone, Inc. is requested in the not-to-exceed amount of \$7,000,000.00.

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

Reviewed by:


Ben Dreiling, PE
Director of Construction


Glenn Pressimone, PE

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KINARD-STONE, INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR
SR 538 WIDENING FROM RONALD REAGAN
TO CYPRESS PKWY (DESIGN-BUILD)**

**PROJECT NO. 538-165
CONTRACT NO. 001722**

CONTRACT DATE: DECEMBER 10, 2020

CONTRACT AMOUNT: \$7,000,000.00

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

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

FOR

**SR 538 WIDENING FROM RONALD REAGAN
TO CYPRESS PKWY (DESIGN-BUILD)
PROJECT NO. 538-165**

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001722

DECEMBER 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001722**

THIS AGREEMENT, made and entered into this 10th day of December 2020 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part V, Florida Statutes) hereinafter called the “CFX” and Kinard-Stone, Inc. hereinafter called “CONSULTANT”, carrying on professional practice in engineering with offices located at 12801 Commerce Lakes Drive, Unit 1, Fort Myers, FL 33913.

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 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 01722, SR 538 Widening from Ronald Reagan to Cypress Pkwy (Design-Build). The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit “A”**, Scope of Services, attached hereto and made a part hereof.

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

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

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

The work covered by this Agreement includes providing CEI services for Contract No. 001722 including, but not necessarily limited to, *construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.*

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

2.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed from CFX which includes the construction period of 34 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of **Exhibit “B”**, Method of Compensation, the term shall be 36 months.

3.0 PROJECT SCHEDULE

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

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

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 CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX’s Code of Ethics. The CONSULTANT shall ensure that each

subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Adaptive Consulting Engineers, LLC
Elipsis Engineering & Consulting, LLC
Foundation & Geotechnical Engineering, LLC (FGE)

Milestone Scheduling, LLC
Greenman-Pederson, Inc. (GPI)
Echezabal & Associates, Inc.

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

If, during the term of 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.

5.0 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 \$7,000,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon

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

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

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

6.0 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 12801 Commerce Lakes Drive, Unit 1, Fort Myers, FL 33913.

Notwithstanding Section 14, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

The obligations in Section 6.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

7.0 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 Agreement.

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

7.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

8.0 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 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0 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.

9.0 TERMINATION

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

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

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

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

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

10.0 ADJUSTMENTS

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

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

11.0 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 11.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

12.0 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 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0 INSURANCE

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

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

13.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with 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.

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

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

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

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

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

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

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

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

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

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

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

14.0 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 Paragraph 8.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of 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 trademarks, service marks, or 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 Marks is utilized, the Marks shall be properly screened to insure all layers of the Marks are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

15.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and

agreed that the term “fee” shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

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

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

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

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

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

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

16.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or

undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

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

17.0 E-VERIFY CLAUSE

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

18.0 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 Section 18.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0 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.”

20.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

21.0 AVAILABILITY OF FUNDS

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

22.0 AUDIT AND EXAMINATION OF RECORDS

22.1 Definition of Records:

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

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

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

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

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

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

22.6 The obligations in Section 25.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

23.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0 NOTICE

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

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

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

To CONSULTANT: Kinard-Stone, Inc. (KSI)
12801 Commerce Lakes Drive, Unit 1
Fort Myers, FL 33913
Attn: Tom Deer, P.E.

Kinard-Stone, Inc. (KSI)
12801 Commerce Lakes Drive, Unit 1
Fort Myers, FL 33913
Attn: Rebecca Coker, CPA

25.0 HEADINGS

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

26.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the

Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

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

27.0 ASSIGNMENT

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

28.0 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.

29.0 INTEGRATION

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

30.0 ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map
- Exhibit "F", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Project No. 538-165
Contract No. 001722

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on December 10, 2020.

KINARD-STONE, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

**EXHIBIT “A”
SCOPE OF SERVICES**

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 001722, S.R. 538 Widening from Ronald Reagan to Cypress Parkway (Design-Build), Project No. 538-165.

The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

II. GENERAL REQUIREMENTS

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by CFX.

The CONSULTANT must be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For the purposes of Exhibit B, Method of Compensation, the term will be established upon determination of the construction contract schedule duration.

IV. SERVICES

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The CONSULTANT is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The CONSULTANT shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall in no way relieve the contractor of responsibility for the satisfactory performance of the construction contract.

B. Resident Inspection

The CONSULTANT shall provide services to monitor the contractor's on-site construction operations, and to inspect the materials entering into the work, as required, to determine that the quality of workmanship and materials is such that the projects will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices for inspection of construction projects are set forth in the FDOT and the CFX Construction Administration Procedures Manuals. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide

or approved variation shall be met. In complying with the guide, the CONSULTANT shall perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

The CONSULTANT, through the services of its subconsultant, will provide off-site inspection and sampling of materials and components incorporated into the work. When applicable the CONSULTANT shall determine the acceptability of all materials and work performed at off-site facilities on the basis of certifications, certified mill analysis, FDOT labels, FDOT stamps, etc.

Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by CFX's representative.

The CONSULTANT shall be responsible for storing and transporting samples to be tested. The CONSULTANT is responsible for the testing of all concrete production, if required. The CONSULTANT, as required by the project documents, will provide daily surveillance of the Contractor's Quality Control activities at the project site, and/or site of production in regard to concrete and perform verification sampling and testing at the specified frequency.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations. The CONSULTANT shall provide surveillance and verification sampling and testing at any hot-mix asphalt plant providing mixes to the project.

D. Management Engineering Services

The CONSULTANT shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the projects is achieved; to maintain complete, accurate records of all activities and events relating to the projects; to properly document the significant changes to the projects; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the contractor's activities. The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under the Agreement. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services include, but are not limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a roadway and bridge construction diary, including weather.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to CFX for review and processing.

The CONSULTANT shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The CONSULTANT will perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the contractor's survey layout work on an occasional and random basis.

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.
10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to CFX.
11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.
12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by CFX a finding of facts and request for contract modification in accordance with applicable procedures.
13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to CFX all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the

marked As-Built (Record) plans; and similar project close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by CFX. The CONSULTANT is allowed an additional fifteen (15) calendar days to complete indexing and boxing project files, coordination of demobilization of CONSULTANT's property, CFX's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.
18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to CFX immediately.
19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents.
20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.
21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared, and a copy transmitted to CFX within two (2) business days following the meeting.
22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.
23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. The CONSULTANT shall review the contractor's baseline CPM Schedule, or other alternative schedule accepted by CFX, as well as the contractor's monthly schedule updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. If applicable, use a minimum of the same activity codes and descriptions listed in the contractor's CPM schedule to prepare an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the Agreement.

B. Personnel Qualifications

The CONSULTANT shall utilize only competent personnel who are qualified by education, experience, and certification where required. The CONSULTANT shall submit in writing to CFX the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to salary, education, experience qualifications of each individual, and certifications. Minimum qualifications for the CONSULTANT's Resident Engineer and key staff members are defined in Paragraph "E" of this Article.

The CONSULTANT's personnel approval request shall be submitted at least two (2) weeks prior to the date an individual is to report to work.

C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by CFX. An individual previously approved by CFX whose performance is later determined by CFX to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.

Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by CFX to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of CFX.

When the contractor's operations on a project diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project, as appropriate. Any adjustment of the CONSULTANT forces as recommended by CFX will be accomplished within one (1) week after notification.

In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for CONSULTANT personnel and are to be used in concert with the FDOT CEI Scope of Services minimum qualifications. In the event of a conflict between the qualifications herein and the FDOT CEI Scope of Services, the more stringent requirement shall be used. In the event a position and/or description is not provided below, use the current FDOT CEI Scope of Services for minimum training and experience standards for CONSULTANT personnel.

1. Resident Engineer/Sr. Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and ten (10) years of highway construction engineering experience. Experience shall include at least five (5) years of major bridge construction and at least five (5) years of roadway construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Resident Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience;

or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Receives general supervision and verbal instructions from Resident Engineer. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

4. Senior Inspector (Roadway/Bridge)

High School graduate plus eight (8) years of experience in construction inspection (four (4) years of which shall have been in roadway/bridge construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests. Work is performed under general supervision of Project Engineer.

VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual and/or supporting pay item quantity documentation

- G. CFX Construction Project Administration Procedures.
- H. CFX standardized forms to be used with documentation and reporting procedures.

It is the intent of CFX to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction project. However, if CFX is unable to provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. CFX will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The CONSULTANT shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX unless specifically detailed in the costs and fees as provided in the Method of Compensation.

- A. FDOT Standard Specifications for Road and Bridge Construction, edition required by contract documents.
- B. FDOT Roadway and Traffic Design Standards, edition required by contract documents.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.

- L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.
- M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.
- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.
- T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by CFX. The CONSULTANT shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

The CONSULTANT will be kept advised of project pre-bid and post-bid activities. Upon

confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after CFX's notification to the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

Construction Engineering and Inspection forces will generally be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of CFX.

IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, CFX may conduct reviews of the various phases and stages of the CONSULTANT's operations, such as construction inspection, materials sampling and testing, and administrative activities.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this agreement, and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and contract provisions. The CONSULTANT shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with CFX's recommendations. CFX's remedial recommendations and the CONSULTANT's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.
- D. Increase the scope and frequency of training conducted by the CONSULTANT.

X. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

In the event services of a subconsultant are authorized, the CONSULTANT shall obtain a schedule of rates and CFX shall review and must approve any rates to be paid to the subconsultant. No subconsultant shall be added without the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over \$25,000.00 without documented prior authorization of CFX Board.

XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement but may be required to supplement the CONSULTANT's services under the Agreement.

- A. The CONSULTANT will, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- B. The CONSULTANT will, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

XII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for the project submits a claim for additional compensation and/or time, and the CONSULTANT has completed the terms of its Agreement with CFX, the CONSULTANT shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 23, 2020

SUBJECT: Approval of Contract Award to Metric Engineering, Inc.
for Construction Engineering and Inspection (CEI) Services for Intelligent
Transportation Systems (ITS), Lighting and Tolling Projects
Contract No. 001726

Letters of Interest for the above referenced project was advertised on August 16, 2020. One (1) response was received by the September 8, 2020. As required by the Procurement Procedures Manual, the Director of Procurement met with the Project Manager and the Chief of Infrastructure to review options when less than three bids are received. After discussion and consideration, it was agreed that the project should be re-bid. Two (2) responses were received on September 30, 2020. Those firms were AE Engineering, Inc. and Metric Engineering, Inc.

The Evaluation Committee, after reviewing the technical proposals, shortlisted all firms.

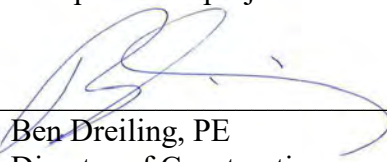
The Technical Committee heard and scored oral presentations on November 17, 2020. After the oral presentations were completed, the Committee prepared its final ranking, and the result is shown below:

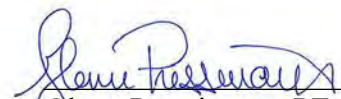
| Ranking | Firm |
|---------|--------------------------|
| 1 | Metric Engineering, Inc. |
| 2 | AE Engineering, Inc. |

Board award of the contract to Metric Engineering, Inc. in the amount of \$6,000,000.00 for a three year term with two one-year renewals is requested.

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

Reviewed by:


Ben Dreiling, PE
Director of Construction


Glenn Pressimone, PE

LOI-001726 Technical Review Committee Meeting November 17, 2020 Minutes

Technical Review Committee for **CEI Services for Intelligent Transportation systems (ITS), Lighting and Tolling Projects, Contract No. 001726**, held a duly noticed meeting on Tuesday, November 17, 2020 at 9:00 a.m. in the Sandpiper Conference Room at the CFX Administration Bldg., Orlando, Florida.

Committee Members Present:

Glenn Pressimone, Chief of Infrastructure
Bryan Homayouni, Manager of Traffic Operations
Ben Dreiling, Director of Construction
Jack Burch, Resident Engineer/Project Manager
Kim Murphy, Project Administrator

Other Attendees:

Aneth Williams, Director of Procurement
Brad Osterhaus, Senior Procurement/QC Administrator

Presentations / Q and A:

Brad began each interview with a brief overview of the process and made introduction of the firms and the Technical Review Committee. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

| | |
|--------------------------|-------------------|
| AE Engineering, Inc. | 9:00 - 9:40 a.m. |
| Metric Engineering, Inc. | 9:50 - 10:30 a.m. |

Evaluation Portion:

The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. 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> |
|--------------------------|---------------|----------------|
| Metric Engineering, Inc. | 5 | 1 |
| AE Engineering, Inc. | 10 | 2 |

Committee recommends CFX Board approve contract award to Metric Engineering, Inc. in a not-to-exceed amount. Jack Burch reviewed and approved the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 10:50 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, November 17, 2020 and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 
Aneth Williams

Approved by: 
Jack Burch

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

**CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR
INTELLIGENT TRANSPORTATION SYSTEMS (ITS), LIGHTING, AND TOLLING PROJECTS**


CONTRACT NO. 001726R

| CONSULTANT | Glenn Pressimone | Bryan Homayouni | Ben Dreiling | Jack Burch | Kim Murphy | TOTAL SCORE | RANKING |
|--------------------------|------------------|-----------------|--------------|------------|------------|-------------|---------|
| | (RANK) | (RANK) | (RANK) | (RANK) | (RANK) | | |
| AE Engineering, Inc. | 2 | 2 | 2 | 2 | 2 | 10 | 2 |
| Metric Engineering, Inc. | 1 | 1 | 1 | 1 | 1 | 5 | 1 |

EVALUATION COMMITTEE MEMBERS:


Glenn Pressimone

Tuesday, November 17, 2020


Bryan Homayouni

Tuesday, November 17, 2020


Ben Dreiling

Tuesday, November 17, 2020


Jack Burch

Tuesday, November 17, 2020


Kim Murphy

Tuesday, November 17, 2020

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
METRIC ENGINEERING, INC.**

**SYSTEMWIDE CONSTRUCTION ENGINEERING AND
INSPECTION (CEI) SERVICES FOR INTELLIGENT
TRANSPORTATION SYSTEMS (ITS),
LIGHTING, AND TOLLING PROJECTS**

CONTRACT NO. 001726

CONTRACT DATE: DECEMBER 10, 2020

CONTRACT AMOUNT: \$6,000,000.00

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

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

FOR

**SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI)
SERVICES FOR INTELLIGENT TRANSPORTATION SYSTEMS (ITS),
LIGHTING, AND TOLLING PROJECTS**

CONTRACT NO. 001726

DECEMBER 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR SYSTEMWIDE CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES
CONTRACT NO. 001726**

THIS AGREEMENT, made and entered into this 10th day of December 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called “CFX” and Metric Engineering, Inc., hereinafter called “CONSULTANT”, a Florida Limited Liability Company, registered and authorized to do business in the state of Florida, whose principal address is 525 Technology Park, Suite 153, Lake Mary, FL 32746.

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

1.0 SERVICES TO BE PROVIDED

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

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

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

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

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

The work covered by this Agreement includes providing CEI services for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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

2.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two (2) one-year renewals periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, which notice to proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

3.0 PROJECT SCHEDULE

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

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

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 CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

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

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

The approved subconsultants are:

PI Consulting Services, LLC.
Mehta and Associates, Inc.
A2 Group, Inc.
Echezabal & Associates, Inc.

Rummel, Klepper & Kahl, LLP
AE 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.

5.0 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 amount of \$6,000,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

6.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 17, 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 6.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

7.0 COMPLIANCE WITH LAWS

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

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

8.0 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 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0 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.

9.0 TERMINATION

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

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 5.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

10.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of

such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

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

11.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28,

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

The obligations in Section 11.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

12.0 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 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0 THIRD PARTY BENEFICIARY

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

14.0 INSURANCE

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

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

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

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

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

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

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

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

14.4 Professional Liability Coverage shall have limits of not less than One Million Dollars

(\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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.

15.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 6.0 hereof, such data or information is the property of CFX.

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

altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

16.0 STANDARD OF CONDUCT

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

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

17.0 DOCUMENTED ALIENS

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

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

18.0 E-VERIFY CLAUSE

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

19.0 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.

20.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 20.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.” Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0 AVAILABILITY OF FUNDS

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

24.0 AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

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

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

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall,

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

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

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

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0 NOTICE

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

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

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

To CONSULTANT: Metric Engineering, Inc.
525 Technology Park, Suite 153
Lake Mary, FL 32746
Attn: Dale W. Cody, PE, PTOE

Metric Engineering, Inc.
525 Technology Park, Suite 153
Lake Mary, FL 32746
Attn: Brent Dustin, PE

27.0 HEADINGS

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

28.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0 ASSIGNMENT

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

30.0 SEVERABILITY

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

31.0 INTEGRATION

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

32.0 ATTACHMENTS

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

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on December 10, 2020.

METRIC ENGINEERING, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A SCOPE OF SERVICES

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EXHIBIT A SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) and Systemwide Independent Assurance (IA) services. CFX has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to, Resident/Sr. Project Engineer, Project Administrator/Project Engineer, Technical Project Administrator, Contract Support Specialist, Lead Senior ITS Inspector, Senior ITS Inspector, ITS Inspector, Inspector's Aide, and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for construction.

The Consultant shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

CFX will request Consultant services on an as-needed, per project basis as described below. There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the Consultant, as indicated below, will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

The Consultant is one of several consultants who are under contract to CFX to provide support personnel for various construction projects. At least thirty (30) days before the notice to proceed is issued to the construction contractor for a project, CFX will identify the CEI support personnel it will require by job classification and request from the consultants a list of resumes for available individuals. From these resumes, CFX will select the most qualified team and negotiate fees and expenses with that consultant. The intent of this process is to ensure that CFX has a resource pool of consultants who can provide qualified professional, technical and administrative personnel, in the required numbers and at the required times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

II. GENERAL REQUIREMENTS

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities under the Contract.

The Consultant shall be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. (References to CFX's Director of Construction shall be taken to mean his designated representative as well.) The Contract term will be three (3) years with two 1-year renewal options.

Services to be provided by the Consultant will be initiated and completed as directed by CFX's Director of Construction for each Task Work Order Assignment authorized under the Contract.

The Director of Construction shall furnish the Consultant a Letter of Authorization for each Task Work Order outlining the services to be performed and the compensation to be paid for services authorized pursuant to the Scope of Services document attached to the Letter of Authorization. No payment for work performed shall be made to the Consultant unless a Letter of Authorization for that Task Work Order has been mutually agreed to in writing by CFX and Consultant (refer to the Method of Compensation).

For the duration of each project assigned under the Contract, the Consultant shall coordinate closely with CFX to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the construction contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the notice to proceed to the construction contractor and fifteen (15) days to demobilize after final acceptance by CFX of an assigned project.

IV. SERVICES

The Consultant will perform the following tasks in the conduct of the Agreement for each assigned project. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the Consultant to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The Consultant is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The Consultant shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the construction contractor and the corrective action taken. The work provided by the Contractor shall in no way relieve the construction contractor of responsibility for the satisfactory

performance of the construction contract.

B. Inspection Services

The Consultant shall provide services to monitor the construction contractor's on-site construction operations as required to determine that the quality of workmanship and materials is such that the assigned project will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The Consultant shall keep detailed, accurate records of the construction contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of CFX for inspection of construction projects are set forth in CFX's Construction Project Administration Manual (CPAM) (cfxway.com). The Consultant shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The Consultant shall perform field testing services including but not limited to nuclear density, moisture content, etc. Laboratory Testing of component materials shall be performed by others.

D. Management Engineering Services

The Consultant shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the assigned project is achieved; to maintain complete, accurate records of all activities and events relating to the assigned project; to properly document the significant changes to the assigned project; to provide, upon request, interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the assigned project; and to maintain an adequate level of surveillance of the construction contractor's activities. The Consultant shall also perform any other management engineering services that are required to fulfill its responsibilities under the Contract. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services may include, but are not necessarily limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each assigned project. Record significant information and decisions made at this conference and distribute copies of the minutes to the appropriate parties.

2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The Consultant shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a construction diary, including weather, appropriate for the type of construction being performed.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the Consultant's files for each assigned project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the construction contractor and Consultant. Progress estimates shall be submitted to CFX for review and processing.

The Consultant shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the assigned project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The Consultant 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 on an occasional and random basis.

9. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

10. Analyze problems that arise on a project and proposals submitted by the construction contractor and prepare and submit a recommendation to CFX.
11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original contract for an assigned project.
12. When it is determined that a modification to the original contract for an assigned project is required due to a necessary change in the character of the work, negotiate prices with the construction contractor and prepare and submit for approval by CFX a change proposal request in accordance with applicable procedures.
13. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it intends to claim additional compensation, the Consultant shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
14. In the event that the construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
15. In the event that the construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to CFX all close out documentation for each assigned project, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the construction contract documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by CFX of the assigned project (demobilization period).

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.
18. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.
19. Track shop drawing/sample submittals and approvals for each assigned project. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The Consultant shall actively encourage all reviewers to accomplish reviews promptly. The Consultant shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.
20. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.
21. Attend weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.
22. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.
23. When needed to prevent delays in construction contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.
24. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual.

V. PERSONNEL

A. General Requirements

The Consultant shall provide the required number of qualified personnel as necessary to effectively carry out its responsibilities under the Contract.

B. Personnel Qualifications

The Consultant shall use only competent personnel who are qualified by education, experience, and certification where required. When requested by CFX, the Consultant shall submit resumes detailing education, experience qualifications and certifications of personnel in the required job classifications that the Consultant is proposing for consideration for assignment to the construction project. Minimum qualifications for the Consultant's personnel are defined in Paragraph "E" of this Article.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to CFX and should occur as workload permits.

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

Consultant personnel assigned to a project are considered by CFX to be committed to performing services under the Contract. Any changes will require written approval of CFX.

When the construction contractor's operations on a project diminish, CFX will direct an appropriate reduction, by job classification, in the Consultant's personnel. Such reduction of the Consultant's forces by CFX shall be accomplished within one (1) week after notification.

In the event of a construction contract suspension on an assigned project requires the removal of Consultant forces from the project, the Consultant will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for Consultant personnel to be used in concert with the FDOT CEI Scope of Services minimum qualifications. In the event of a conflict between the qualifications herein and the FDOT CEI Scope of Services, the more stringent requirement shall be used. In the event a position and/or description is not provided below, use the current FDOT CEI Scope of Services for minimum training and experience standards for Consultant personnel.

1. Resident Engineer/Senior Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

Qualifications:

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

FDOT Advanced MOT

Other:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for projects with structures) A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

2. Project Administrator/Project Engineer

A Civil Engineering Degree plus four (4) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related

engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

CTQP Final Estimates Level II

Certifications:

FDOT Advanced MOT

Other:

Attend CTQP Quality Control Manager Course and pass the examination. Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of course Completion form (for projects with structures). A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

3. Technical Project Administrator (Network and Integration)

A 4 year degree (Civil Engineering, Electrical Engineering, Computer Engineering or Information Systems) plus four (4) years of engineering experience related to integration of network devices onto server systems similar to that owned by CFX., or for non-degreed personnel eight (12) years of responsible and related engineering experience.

Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project as required. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

CTQP Final Estimates Level II

IMSA Level II or III

Meet requirements of CFX Specification 600; Intelligent Transportation System Certification

Meet requirements of Project Administrator above if the assigned task encompasses those items.

Certifications:

FDOT Advanced MOT

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

4. Contract Support Specialist

High school diploma or equivalent plus four (4) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

Qualifications:

CTQP Final Estimates Levels I & II

5. Associate Contract Support Specialist

High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., materials acceptance, progress and final estimates, compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Project specific work under the general supervision of the Senior Project Engineer and staff.

Qualifications:

CTQP Final Estimates Level I

6. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)

CTQP Asphalt Roadway Level I (If applicable)

CTQP Asphalt Roadway Level II (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Grouting Technician Level I (If applicable)

CTQP Post-Tensioning Technician Level I (If applicable)

CTQP Final Estimates Level I

Certifications:

FDOT Intermediate MOT

Nuclear Radiation Safety

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

7. Inspector/Engineer Intern

High school graduate or equivalent plus two (2) years of experience in construction inspection, one year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable— required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Final Estimates Level I

Certifications:

FDOT Intermediate MOT

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

8. Inspector's Aide

High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

9. Survey Party Chief

High School graduate plus four years of experience in construction surveying (including two (2)

years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

10. Instrument Man

High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

11. Rod Man/Chain Man

High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

12. Secretary/Clerk Typist

High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

13. Lead Senior ITS Inspector

High school graduate or equivalent with the demonstrated knowledge, skill and ability to take a lead role on CFX ITS projects (as determined by CFX) plus twelve (12) years of experience in construction inspection, ten (10) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

14. Senior ITS Inspector

High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, or a Civil Engineering Degree and one (1) year of ITS CEI experience, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

Responsible for inspecting construction work; monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals and is responsible for coordinating and managing the lower level inspectors. Responsible for escalating any deficiencies to the Project Administrator.

15. ITS Inspector

High school graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications within one year, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Fiber Optics for ITS Level I (or equivalent)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as

qualifications and certifications are appropriate for specific inspection duties.

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

The Consultant shall conduct semi-annual reviews to make certain its organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Scope of Services. The semi-annual reviews shall be submitted to CFX in written form no later than one (1) month after the review.

On assigned projects with short duration (9 months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the construction contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required.

B. QA Plan

Within thirty (30) days after execution of the Contract, the Consultant shall furnish a QA Plan to the Director of Construction. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the Contract. Unless specifically waived, no payment will be made for any services until CFX approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. The Consultant shall keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. **Organization:** A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. CFX, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
2. **Quality Reviews:** The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.
3. **Quality Records:** The Consultant shall outline the types of records which will be

generated and maintained during the execution of its QA program.

4. Control of Subconsultants and Vendors: The Consultant shall detail the methods used to control subconsultants and vendor quality.
5. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.
6. Quality Records: The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual.
- G. CFX Policy and Procedures Manual.
- H. CFX standardized forms to be used with documentation and reporting procedures.
- I. CFX General Specifications and Technical Specifications.

Unless otherwise stated by CFX at the time of the Task Authorization, the Consultant shall provide office space for its personnel to effectively carry out the requirements of this Scope of Services. Such office expenses will not be paid separately but will be included in the fees negotiated for each assigned project.

VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The Consultant shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

- A. FDOT Standard Specifications for Road and Bridge Construction, current edition.
- B. FDOT Design Standards, current edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.
- M. Project telephones and services, including long distance charges.
- N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- O. Applicable software to calculate Monthly Project Progress Estimates in a format

acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Contract.

- P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.
- Q. Hard hats shall have the name of the consulting firm visibly displayed.
- R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.
- S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.
- T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.
- U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

The Consultant shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on each assigned project. All activities and decisions of the Consultant relating to the projects shall be subject to review and approval by CFX. The Consultant shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

Upon confirmation of award of an assigned project and scheduled start of construction, the Consultant shall be ready to assign personnel within two weeks after CFX's notification to the Consultant to begin the services. No personnel shall be assigned until written notification has been issued. Consultant personnel will generally be required at all times while the construction contractor is working on an assigned project.

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the term of the Contract, CFX will conduct reviews of the various phases and stages of the Consultant's operations.

Reviews will be conducted in accordance with established CFX policies on work phases to

determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and provisions of the assigned project. The Consultant shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the Consultant in conformance with CFX's recommendations. CFX's remedial recommendations and the Consultant's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be paid for remedial action taken to correct deficiencies by the Consultant. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The Consultant shall comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the Consultant.
- D. Increase the scope and frequency of training conducted by the Consultant.

XI. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

Subconsultant services will be paid in accordance with Exhibit "B".

XII. OTHER SERVICES

The Consultant shall, upon written authorization by CFX, perform any additional services not otherwise identified in this Scope of Services as may be required in connection with an assigned project. The following items are not included as part of the Contract but may be required to supplement the Consultant's services under the Contract.

- A. The Consultant shall, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities for an assigned project.

B. The Consultant shall, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

C. The Consultant shall, upon written request by CFX, provide off-site inspection services.

XIII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for an assigned project submits a claim for additional compensation and/or time, and the Consultant has completed the terms of the Contract, the Consultant shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Contract.

XIV. INVOICING INSTRUCTIONS

Monthly invoices shall be submitted in a format and distribution schedule defined by CFX no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify CFX's Resident Engineer prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify CFX's Resident Engineer via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted with timesheets and other backup as appropriate. A Final Invoice will be submitted to CFX no later than the 30th day following Final Acceptance of the individual project or as requested by CFX.

XV. METHOD OF COMPENSATION:

All consultant and subconsultant services authorized by CFX will be paid for in accordance with Exhibit "B".

END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 23, 2020

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Services for SR 429 Widening from Florida's Turnpike to West Road
Project No. 429-152, Contract No. 001739

Letters of Interest for the above referenced project was advertised on October 4, 2020. Three responses were received by the October 19, 2020 deadline. Those firms were A2 Group, Inc., AECOM Technical Services, Inc., Johnson, Mirmiran & Thompson, Inc., Kinard-Stone, Inc., Mehta and Associates, Inc. and New Millennium Engineering, Inc.

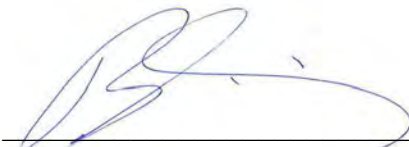
The Evaluation Committee met on October 23, 2020 and after reviewing the technical proposals shortlisted A2 Group, Inc., Mehta and Associates, Inc. and New Millennium Engineering, Inc.

The Technical Committee heard and scored oral presentations on November 19, 2020. After the oral presentations were completed, the Committee prepared its final ranking and the result is shown below:

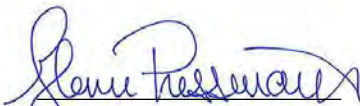
| Ranking | Firm |
|----------------|----------------------------------|
| 1 | Mehta and Associates, Inc. |
| 2 | A2 Group, Inc. |
| 3 | New Millennium Engineering, Inc. |

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by:



Ben Dreiling, P.E.
Director of Construction



Glenn Pressimone, P.E.

LOI-001739 Technical Review Committee Meeting November 19, 2020 Minutes

Technical Review Committee for **CEI Services for SR 429 Widening from Florida's Turnpike to West Road, Project No. 429-152, Contract No. 001739**, held a duly noticed meeting on Thursday, November 19, 2020 at 9:00 a.m. in the Sandpiper Conference Room at the CFX Administration Bldg., Orlando, Florida.

Committee Members Present:

Glenn Pressimone, Chief of Infrastructure
Will Hawthorne, Director of Engineering
Ben Dreiling, Director of Construction
Jack Burch, Resident Engineer/Project Manager
Kim Murphy, Project Administrator

Other Attendees:

Aneth Williams, Director of Procurement
Brad Osterhaus, Senior Procurement/Q/C Administrator

Presentations / Q and A:

Brad began each interview with a brief overview of the process and made introduction of the firms and the Technical Review Committee. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

| | |
|----------------------------------|--------------------|
| A ² Group, Inc. | 09:00 – 09:40 a.m. |
| Mehta and Associates, Inc. | 09:50 – 10:30 a.m. |
| New Millennium Engineering, Inc. | 10:40 – 11:20 a.m. |

Evaluation Portion:

The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. 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> |
|----------------------------------|---------------|----------------|
| Mehta and Associates, Inc. | 8 | 1 |
| A ² Group, Inc | 9 | 2 |
| New Millennium Engineering, Inc. | 13 | 3 |

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Jack Burch reviewed and approved the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 11:45 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, November 19, 2020 and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams

Approved by:


Jack Burch

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR
SR 429 WIDENING FROM FLORIDA'S TURNPIKE TO WEST ROAD

PROJECT NO. 429-152
CONTRACT NO. 001739

| CONSULTANT | Glenn Pressimone | Will Hawthorne | Ben Dreiling | Jack Burch | Kim Murphy | TOTAL SCORE | RANKING |
|----------------------------------|------------------|----------------|--------------|------------|------------|-------------|---------|
| | (RANK) | (RANK) | (RANK) | (RANK) | (RANK) | | |
| A2 Group, Inc. | 2 | 3 | 1 | 2 | 1 | 9 | 2 |
| Mehta & Associates, Inc. | 1 | 1 | 3 | 1 | 2 | 8 | 1 |
| New Millennium Engineering, Inc. | 3 | 2 | 2 | 3 | 3 | 13 | 3 |


EVALUATION COMMITTEE MEMBERS:



 Glenn Pressimone



 Will Hawthorne



 Ben Dreiling



 Jack Burch



 Kim Murphy

Thursday, November 19, 2020

Thursday, November 19, 2020

Thursday, November 19, 2020

Thursday, November 19, 2020

Thursday, November 19, 2020

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 23, 2020

SUBJECT: Approval of Supplemental Agreement No. 2 with Horizon Engineering Group, Inc. for Post Design Services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road
Project No. 417-149, Contract No. 001387

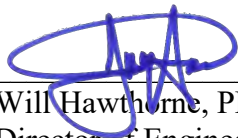
Board approval of Supplemental Agreement No. 2 with Horizon Engineering Group, Inc. in a not-to-exceed amount of \$731,893.41 is requested. The original contract was for five years with five one-year renewals.

The services to be provided include post design services associated with the construction plans and bid documents for this widening project.

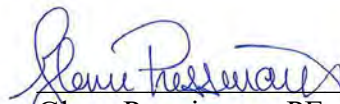
| | |
|------------------------------|----------------------|
| Original Contract | \$5,500,000.00 |
| Supplemental Agreement No. 1 | \$ 510,745.68 |
| Supplemental Agreement No. 2 | <u>\$ 731,893.41</u> |
| Total | \$6,742,639.09 |

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

Reviewed by:



Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 417-149)

SR 417 Widening from Landstar Boulevard to Boggy Creek Road

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called “CFX” and the consulting firm of HORIZON ENGINEERING GROUP, INC., a Florida corporation, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated September 13, 2018, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated June 9, 2020 (collectively, the “Agreement”); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A” provides that after completion of the services outlined therein for Project Number 417-149, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, Articles 2.00 and 12.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated November 16, 2020, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.24 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$731,893.41.

3. All provisions of said Agreement, or any amendments or supplements thereto, not

specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any amendments or supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

HORIZON ENGINEERING GROUP, INC.

By: _____
Print Name: _____
Title: _____

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

By: _____
Diego "Woody" Rodriguez
General Counsel for CFX



MEMORANDUM

Date: November 16, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Scott Kamien [SMK](#), PE
Subject: Design Consultant Services - Contract 001387
CFX Project No. 417-149
SR 417 Widening from Landstar Boulevard to Boggy Creek Road
Supplemental Agreement #2 Post Design Services

Comments:

I have reviewed the Post Design fee sheet and scope of services by Horizon Engineering Group, Inc. submitted on November 16, 2020. SA #2 is for Post Design Professional Services associated with the construction plans and bid documents for this widening.

Supplemental Agreement #2 request is attached and costs are detailed below:

| | |
|----------------------|---------------------------------|
| \$ 410,148.35 | Horizon as Prime |
| <u>\$ 321,745.06</u> | <u>Total Subconsultant Fees</u> |
| \$ 731,893.41 | Total Requested Amount |

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$731,893.41.

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

CC:

Keith Jackson, PE Dewberry
File

Exhibit "A"

Project 417-149

S.R. 417 Widening from Landstar Blvd. to Boggy Creek Road

Post-Design Scope of Services (Section 4.24)

4.24 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is being added by this 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 or clarifications.

B. General Support

The Consultant shall support the post-design process as follows:

- a) Answer questions relative to the plans, typical sections, quantities and special provisions.
- b) Make any necessary corrections to the plans, typical sections, quantities, notes, etc. as may be required.
- c) Attend pre-award meeting with Contractor, CFX, and CFX's CEI.

C. Pre-bid Conference

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. Addenda

The Consultant shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the 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. Field Visits

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

F. Shop Drawing Reviews

The Consultant shall review and approve shop drawings from the Contractor for roadway, structural, lighting, FON, signing, signal, toll plaza and drainage elements. This work will include the erection procedure plans, review proposals for substitutions, development of supplemental agreements, and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. Post-Design Contact

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

H. Timeliness

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. Meetings

The Consultant shall attend a maximum of three (3) partnering meetings as requested by CFX. The Consultant will also attend progress / coordination meetings as requested by CFX including, but not limited to, the Notice to Proceed meeting.

J. Bridge Load Ratings

Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. Geotechnical Engineering

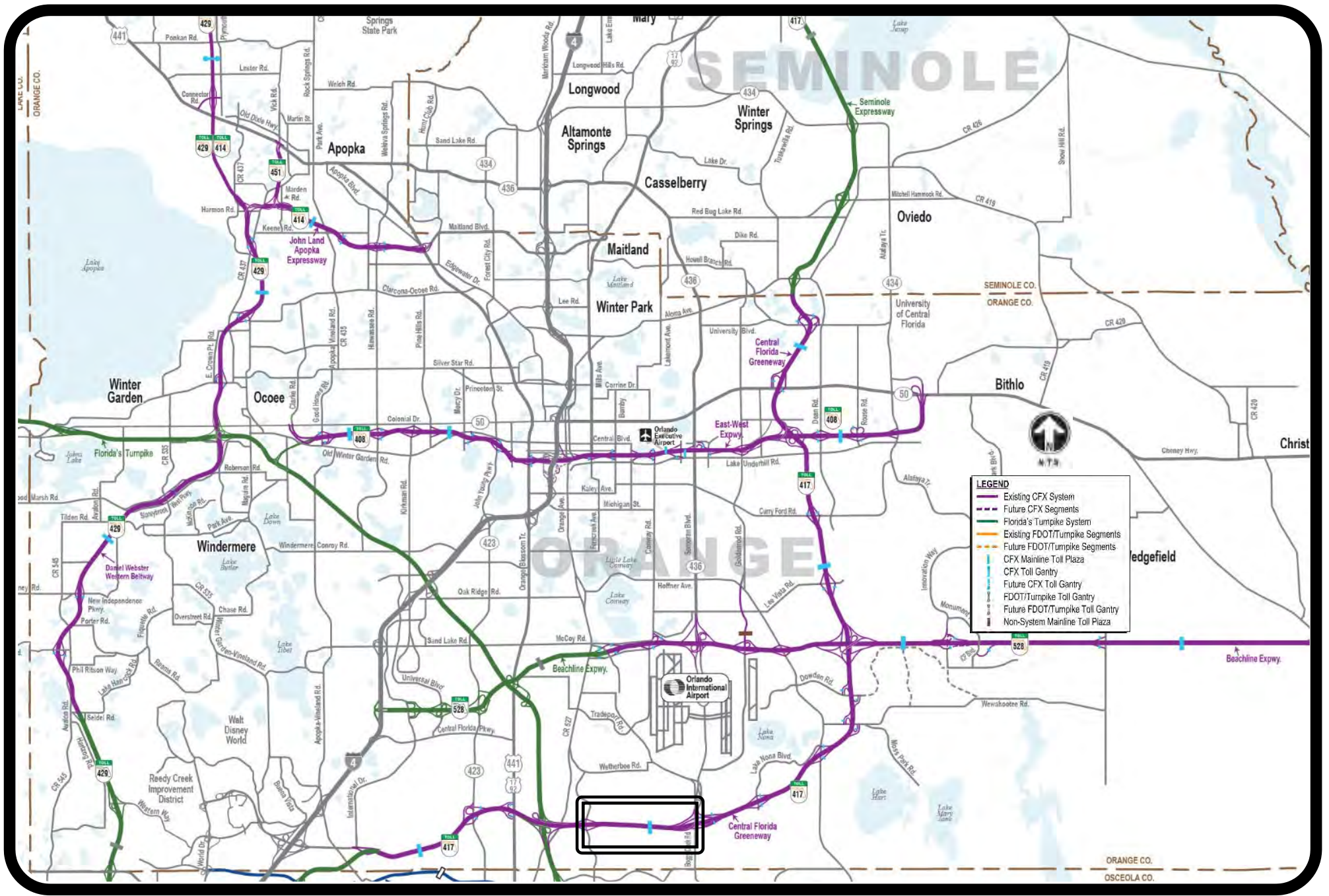
The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. Utilities

The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

M. Record Drawings

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. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor.



Project Location Map for
 SR 417 Widening from Landstar Boulevard to Boggy Creek Road (417-149)

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 417 Widening from Landstar Boulevard to Boggy Creek Road

THIS SUPPLEMENTAL AGREEMENT is made and entered into this
9th day of June, 2020, by and between the CENTRAL
FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of
Florida, hereinafter called "CFX" and the consulting firm of HORIZON ENGINEERING
GROUP, INC. of Maitland, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services
between CFX and the CONSULTANT, dated the 13th day of September 2018, provides
that in the event that CFX shall change the amount of work in Exhibit "A" of the said
Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be
subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 21, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

- a. The Salary Related Costs are adjusted upward by \$516,808.63 to \$3,007,829.77.
- b. The Direct Expenses (Lump Sum) remain unchanged at \$8,850.00.
- c. The Subcontract Items are adjusted upward by \$483,175.33 to \$2,994,065.91.

| | |
|--------------------------------------|--------------|
| • DRMP, Inc. | \$14,005.19 |
| • Greenman-Pedersen, Inc. | \$102,017.99 |
| • Traffic Engineering Data Solutions | \$216,394.17 |
| • Tierra, Inc. | \$91,352.30 |
| • WBQ Design & Engineering | \$59,405.68 |

- d. The Allowance is adjusted downward by \$489,238.28 to \$0.00.

The Total Maximum Limiting Amount is adjusted upward by \$510,745.68 to \$6,010,745.68.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said

Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, electronically, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.06.09 09:14:39 -04'00'
Director of Procurement

HORIZON ENGINEERING GROUP, INC.

Gerald C Warren
By: 2020.05.22 15:31:52 -04'00'
Title: President
Print Name:

Approved as to form and execution, only.

Diego "Woody"
Rodriguez Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.06.09 09:12:18 -04'00'
General Counsel for CFX

[https://cfxgov.sharepoint.com/operations/engineering/shared documents/general/417-149 sr 417 widening landstar to boggy creek road/2 contract/2.a supplemental agreements/sa 1/horizon-417-149 -sa1.docx](https://cfxgov.sharepoint.com/operations/engineering/shared%20documents/general/417-149%20sr%20417%20widening%20landstar%20to%20boggy%20creek%20road/2%20contract/2.a%20supplemental%20agreements/sa%201/horizon-417-149-sa1.docx)



MEMORANDUM

Date: April 22, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Scott Kamien ^{SMK}, PE
Subject: Design Consultant Services - Contract 001387
CFX Project No. 417-149
SR 417 Widening from Landstar Boulevard to Boggy Creek Road
Supplemental Agreement #1

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #1 (SA #1) submitted by Horizon Engineering Group, Inc. initially via email on January 31, 2020 and finalized on April 21, 2020. SA #1 is for additional professional services to prepare construction plans and bid documents for a northbound auxiliary lane between Landstar Blvd. and the Boggy Creek toll plaza, additional soundwalls, PTSU structures, ITS and median lighting.

Supplemental Agreement #1 request is attached and costs are detailed below:

| | |
|---------------|---------------------------------|
| \$ 516,808.63 | Horizon as Prime |
| \$ 483,175.33 | <u>Total Subconsultant Fees</u> |
| \$ 999,983.96 | Total Requested Amount |

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$999,983.96.

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

CC:

Keith Jackson, PE Dewberry
File

AGREEMENT

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

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

CONTRACT NO. 001387, PROJECT NO. 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

**S.R. 417 WIDENING FROM LANDSTAR BOULEVARD
TO BOGGY CREEK ROAD
PROJECT NOS. 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 13th 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.

24.0. AVAILABILITY OF FUNDS

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

25.0. AUDIT AND EXAMINATION OF RECORDS

25.1 Definition of Records:

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

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

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

25.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of

CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

25.6 The obligations in Section 25.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 26.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

27.0. NOTICE

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

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

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

To CONSULTANT: Horizon Engineering Group, Inc.
2603 Maitland Center Parkway, Ste B.
Maitland, FL. 32751
Attn: Mr. Joey Roselli, PE

Horizon Engineering Group, Inc.
2603 Maitland Center Parkway, Ste B.
Maitland, FL. 32751
Attn: Jerry Warren, P.E.

28.0. HEADINGS

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

29.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

30.0. ASSIGNMENT

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

31.0. 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.

32.0. INTEGRATION

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

33.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule


[SIGNATURES TO FOLLOW]


Project No. 417-149
Contract No. 001387

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on September 13, 2018.

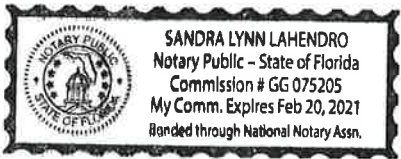
HORIZON ENGINEERING GROUP, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Authorized Signature
Print Name: Jerry C. Warren, PE
Title: President

BY: 
Director of Procurement
Print Name: Anath Williams
Effective Date: _____

ATTEST:  (Seal)
Secretary or Notary



Approved as to form and execution, only.


General Counsel for CFX

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

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

| DESIGN ELEMENT | EXPRESSWAY | | 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 pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

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

- D. 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

**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 23, 2020

SUBJECT: Approval of Supplemental Agreement No. 3 with Inwood Consulting Engineers, Inc. for Design Consultant Services for SR 417 Widening from Boggy Creek Road to Narcoossee Road
Project No. 417-151, Contract No. 001394

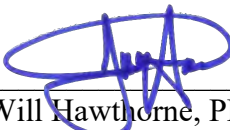
Board approval of Supplemental Agreement No. 3 with Inwood Consulting Engineers, Inc. in a not-to-exceed amount of \$388,792.04 is requested. The original contract was for five years with five one-year renewals.

The services to be provided include design services for Variable Speed Limit structures, ramp resurfacing and sound walls.

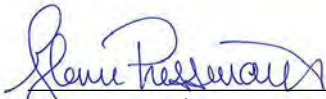
| | |
|------------------------------|----------------------|
| Original Contract | \$5,000,000.00 |
| Supplemental Agreement No. 1 | \$ 0.00 |
| Supplemental Agreement No. 2 | \$ 150,000.00 |
| Supplemental Agreement No. 3 | <u>\$ 388,792.04</u> |
| Total | \$5,538,792.04 |

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

Reviewed by:



Will Hawthorne, PE
Director of Engineering



Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 417 Widening from Boggy Creek Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and the consulting firm of INWOOD CONSULTING ENGINEERS, INC., a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 20, 2019, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 24, 2020, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated October 27, 2020 (collectively, “Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 18, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$415,394.57 to \$3,275,977.33.
 - b. The Direct Expenses - Lump Sum (Prime) Costs are adjusted upward by \$59.09 to \$13,849.89.
 - c. The Subcontract Items are adjusted upward by \$39,495.59 to \$2,248,964.82 as follows:

| | |
|----------|-------------|
| • ATKINS | \$24,224.41 |
| • Tierra | \$15,271.18 |
 - d. The Allowance is adjusted downward by \$66,157.21 to \$0.00.
 - e. The Total Maximum Limiting Amount is adjusted upward by \$388,792.04 to \$5,538,792.04.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they

had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

INWOOD CONSULTING ENGINEERS, INC

By: _____
Print Name: _____
Title: _____

Approved as to form and execution for CFX's exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: November 18, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001394
CFX Project No. 417-151
SR 417 Widening Boggy Creek Road to Narcoossee Road
Supplemental Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by Inwood provided via email on November 18, 2020 for the SR 417 Widening from Boggy Creek Road to Narcoossee Road design project. This requested contract amendment is to provide additional design services for VSL structures, an additional PTSU gantry, additional noise wall improvements, additional ramp resurfacing for the Boggy Creek Road and Jeff Fuqua ramps, and additional alignments for SR 534 interchange that were not included in the original scope of services.

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

| | |
|---------------|---------------------------------|
| \$ 415,453.66 | Inwood as Prime |
| \$ 39,495.59 | <u>Total Subconsultant Fees</u> |
| \$ 454,949.25 | Total Requested Contract Amount |

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$454,949.25.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File

EXHIBIT "A"

SCOPE OF SERVICES SUPPLEMENTAL AGREEMENT NO. 3 SR 417 WIDENING From Boggy Creek Road to Narcoossee Road CFX Project No. 417-151

1.0 BACKGROUND:

CFX retained the CONSULTANT under Contract No. 001394 to provide complete construction plans to mill, resurface, and widen SR 417 from Boggy Creek Road to Narcoossee Road in Orange County, Florida.

2.0 PURPOSE:

The purpose of this amendment is to include the following design changes:

- Roadway – Added 4 new ramps to the project. This includes new pavement designs, cross slope correction analysis, typical sections/details, design file updates, plan and profile sheets cross sections, TCP updates, Project layout sheet updates, guardrail design, and quantities. This also includes additional field reviews to evaluate existing roadside slopes and existing field conditions at Narcoossee Road.
- Drainage – Added 4 new ramps to the project that will require ditch grading. Additional efforts included in this SA are for hydroplaning analysis, existing permit analysis, and special gutter grade analysis beyond the original scoped efforts.
- Roadway/Drainage/Structures (OPE) – Additional hour included in this SA are for the numerous alternative that were developed
- Structures - Design and plan preparation for the CCTV pole analysis and data sheets. Add additional hours for sound wall.
- Signing and Pavement Markings- Added four new ramps to the project that requires design and plan sheets. Additional efforts include multiport sign designs, and additional guide sign worksheets not included in the original scoped work effort. This also includes additional meetings (Teams) to discuss the Gantries and field reviews to evaluate the changed field conditions at Narcoossee Road.
- **ITS - PTSU Addition**
 - A new PTSU structure is being added to the project at the southern project limit for the southbound traffic. This new location will require either a new power service or the extension of an existing circuit. The work items will include field reviewing the power situation in the area to determine the best power service option, designing the power circuit for the new location, updating arc hazard analysis and updating the plans to include the appropriate changes. In addition, a communications connection will be extended to the new structure location and site design will be necessary in order to locate the new cabinet and ancillary items to make this location functional.
 - **Gantry Changes at 1038+50** The PTSU gantry at this location is being split into two separate gantries in order to avoid conflicts with the Osceola Parkway Extension (OPE) interchange. The new gantry locations will be at 1039+40

southbound and 1032+25 northbound. The ITS design will need to be updated to address the relocation of the gantry. This will include moving the cabinet locations, updating the communications and power design including arc hazard calculation updates, analyzing the CCTV camera locations to ensure proper viewing of the PTSU signs and designing new CCTV sites.

- Geotechnical - Geotechnical services included in this SA are for additional pavement cores that are required for the 4 new ramps that as well as some of the existing ramps on the project that had a pavement changes that was not identified in the original scope of services.

This amendment will add additional fees to the existing contract to facilitate the additional services. A detailed description of the required updates is listed below.

3.0 SCOPE:

TASK 4 – ROADWAY ANALYSIS (SR 417)

- 4.3 **Pavement Design Package**
The Consultant shall provide 8 additional pavement designs for the 4 new ramps at Boggy Creek @ 4 hrs. Ea. (includes ramp and shoulders)
- 4.4 **Cross Slope Correction**
The Consultant shall evaluate the additional 4 ramps for cross slope correction
- 4.5 **Horizontal and Vertical Master Design Files**
The Consultant shall add an additional 1.40 miles of ramps to the project
- 4.9 **Cross Section Design Files**
The Consultant shall add an additional 1.40 miles of ramps to the project
- 4.10 **Traffic Control Analysis**
The Consultant shall add an additional 1.40 miles of ramps to the project
- 4.11 **Master TTCP Design Files**
The Consultant shall add an additional 1.40 miles of ramps to the project
- 4.16 **Quantities**
Quantities for 4 new ramps
- 4.20 **Field Reviews**
Includes Two additional field reviews to evaluate existing conditions on SR 417 mainline and at Narcoossee Road

TASK 5 – ROADWAY PLANS (SR 417)

- 5.3.1 **Typical Sections**
The Consultant shall provide 8 additional pavement designs for the 4 new ramps at Boggy Creek (includes ramp and shoulders)
- 5.6 **Project Layout**
The Consultant shall add an additional 1.40 miles of ramps to the project

- 5.8 **Profile Sheet**
The Consultant shall add an additional 1.40 miles of ramps to the project
- 5.9 **Plan Sheet**
The Consultant shall add an additional 1.40 miles of ramps to the project
- 5.14 **Intersection Layout**
The Consultant shall add an additional 1.40 miles of ramps to the project
- 5.18 **Cross Sections**
The Consultant shall add an additional 1.40 miles of ramps to the project
- 5.19 **Temporary Traffic Control Plan Sheets**
The Consultant shall add an additional 1.40 miles of ramps to the project
- 5.22 **Utility Adjustment Sheets**
The Consultant shall add an additional 1.40 miles of ramps to the project

TASK 4 & 5 – ROADWAY ANALYSIS AND PLANS (OPE)

- 4.5 **Horizontal / Vertical Master Design Files**
The Consultant shall Develop multiple alternatives for CFX review, the alternatives shall be revised based on comments and coordination with CFX, the final revised design concept will be submitted on scroll plots and will include plan, profile, and critical cross sections. The analysis will also evaluate each bridge structure for type, length, spans, depth, ect. with the results submitted in table format.
- 4.9 **Cross Section Design Files**
The Consultant shall provide critical cross sections
- 5.8 **Profile Sheets**
The Consultant shall provide scroll plot of the alternatives and final plot
- 5.9 **Plans Sheets**
The Consultant shall provide scroll plot of the alternatives and final plots

TASK 6 – DRAINAGE ANALYSIS

- 6a.5 **Design of Ditches**
The Consultant shall provide .76 miles of ditch grading (bifurcated median and various ditches adjacent to new ramps).
- 6a.8 **Design of Flood Plain Compensation**
The Consultant shall evaluate the floodplain encroachment along NB SR 417, past Boggy Creek Road. Floodplain analysis and compensation calculations are required. Ramp widening impacted floodplain boundary
- 6a.9 **Design of Storm Drains**
New curb and inlets along Boggy Creek NB on-ramp.
- 6a.18 **Hydroplaning Analysis**

The Consultant shall perform hydroplaning analysis. 30 hours negotiated in original contract. Extensive effort is required beyond negotiated hours, due to coordination and review with CFX/Dewberry. Estimate 100 hours will be spent on hydroplaning analysis due to complexity of project

add an additional 1.40 miles of ramps to the project

6a.19

Existing Permit Analysis

The Consultant shall review existing permits. 16 hours negotiated in original contract. Due to multiple previous contracts and segmentation of projects (Lake Nona, Narcoossee Road, permit mods, segmentation of SR 417 contracts 454 and 455), additional hours beyond original contract are required.

6a.20

Other Drainage Analysis

The Consultant shall Original contract estimated 4 locations requiring special gutter grade. Extensive effort beyond original contract is required due to special gutter grade at shoulder gutter RT of SR 417 (basin 400). Each (4) location requires a LT and RT profile due to variable heights, also required to do special gutter profiles at all sag locations x 2 (4 sag, 8 total analyses). Total additional special gutter analysis = $1+4+8=13$. Hours per location originally negotiated 6hr/per. Estimate of work effort due to complexity of project is about 10 hrs/location (milling control points). Additional hours to address drainage connectivity for proposed noise barrier wall = 24 hours. Total $130+24=154$ hours

TASK 6 – DRAINAGE PLANS

6b.1

Drainage Maps

The Consultant shall provide an additional interchange drainage map at Lake Nona Blvd.

6b.3

Summary of Drainage Structures

The Consultant shall add an additional summary sheet

6b.5

Drainage Structure Sheets

The Consultant shall add 7 additional drainage structures.

6b.9

Retention /Detention Pond Details

The Consultant shall add 3 additional pond details. 3 pond detail sheets originally negotiated (Ponds 454-5, 455-9A, 455-9B). Actual pond detail sheets in our plans (455-1, 455A-C, 455-5, 455-7, 455-8, 455-9A).

TASK 18 – STRUCTURES-MISCELLANEOUS

18.6

Concrete Strain Poles

The consultant shall provide design plans for CCTV poles and data sheets

18.21

Horizontal Wall Geometry

The consultant shall provide design plans for a 1000-foot long noise wall

18.22

Vertical Wall Geometry

- 18.23 The consultant shall provide design plans for a 1000-foot long noise wall
Summary of Quantities Aesthetic Requirements
The consultant shall provide design plans for a 1000-foot long noise wall
- 18.24 **Control Drawings**
The consultant shall provide design plans for a 1000-foot long noise wall

TASK 19 – SIGNING & MARKING

- 19.3 **Reference and Master Design File**
The Consultant shall provide designs for 4 new ramps (1.40 miles)
- 19.5 **Reference and Master Design File**
The Consultant shall provide designs for 23 additional guide sign worksheets, not including the exit panels. (10 sign panels included in original estimate)
- 19.11 **Field Reviews**
The Consultant shall conduct two addition filed reviews.
- 19.12 **Technical Meetings**
The Consultant shall attend 4 additional meetings.

TASK 20 – SIGNING & MARKING PLANS

- 20.3 **Tabulation of Quantities**
The Consultant shall add (2) tabulation of quantities sheets.
- 20.4 **General Notes /Pay Item Notes**
The Consultant shall add one general notes sheet
- 20.6 **Plan Sheet**
The Consultant shall provide designs for 23 additional guide sign worksheets, not including the exit panels. (10 sign panels included in original estimate)
- 20.7 **Typical Details**
The Consultant shall add 12 plan sheets (5 sheets) Lake Nona Boulevard and (7 sheets) new ramps
- 20.8 **Guide Sign Worksheets**
The Consultant shall add 9 guide sign worksheets
- 20.10 **Cross Sections**
The Consultant shall add 12 overhead sign structure cross sections

TASK 33 & 34 – ITS SYSTEM ANALYSIS & ITS SYSYEM PLANS

- 33.2 **Communications Plan Analysis**
The Consultant shall work with CFX to obtain the network configuration for new and relocated devices.
- 33.4 **Power Sub System**
The Consultant shall add 2 CCTV relocations, 1 new PTSU and 2 relocated PTSU locations: 5 modified load centers
- 33.5 **Voltage Drop Calculations**
The Consultant shall add 1 new and 4 updated circuits
- 33.6 **Design Documentation**
The Consultant shall update electrical report.
- 33.9 **Reference and Master ITS Design File**
The Consultant shall update design for 1 new PTSU and 4 existing devices that will moved.
- 33.16 **Other ITS Analysis**
The Consultant shall add Arc Hazard Analysis - 2 service points
- 33.17 **Field Review**
The Consultant shall add one field review.
- 34.3 **Tabulation of Quantities**
The Consultant shall update 1-tab sheet.
- 34.5 **Project Layout**
The Consultant shall update Layout Sheets to add new location of ITS devices
- 34.7 **Plan Sheet**
The Consultant shall update sheets to add new/relocated devices.
- 34.9 **Fiber Optic Splice Diagrams**
The Consultant shall add splicing for 1 new and 4 modified device locations- 5 sheets
- 34.13 **Special Service Point Details**
The Consultant shall Modify CFX standard detail for 5 locations

TASK 35 – GEOTECHNICAL INVESTIGATION

Additional geotechnical services will be required to support the design.

- 35.2 **Develop Detailed Boring Location Plan**
The Consultant shall conduct 22 Pavement Cores for Added ramps
- 35.3 **Stake Borings Utility Clearance**
The Consultant shall stake borings and provide utility clearances

- 35.5 **Coordinate and Develop MOT Plans for Field Investigation**
The Consultant shall Modify CFX standard detail for 5 locations
- 35.22 **Pavement Condition Survey and Pavement Evaluation Report**
The Consultant shall incorporate data and update existing report. Includes CADD/Drafting.

4.0 CONSULTANT RESPONSIBILITIES:

The CONSULTANT responsibilities shall remain the same as in the Original Agreement and any Supplemental Amendments issued to-date.

5.0 CFX RESPONSIBILITIES:

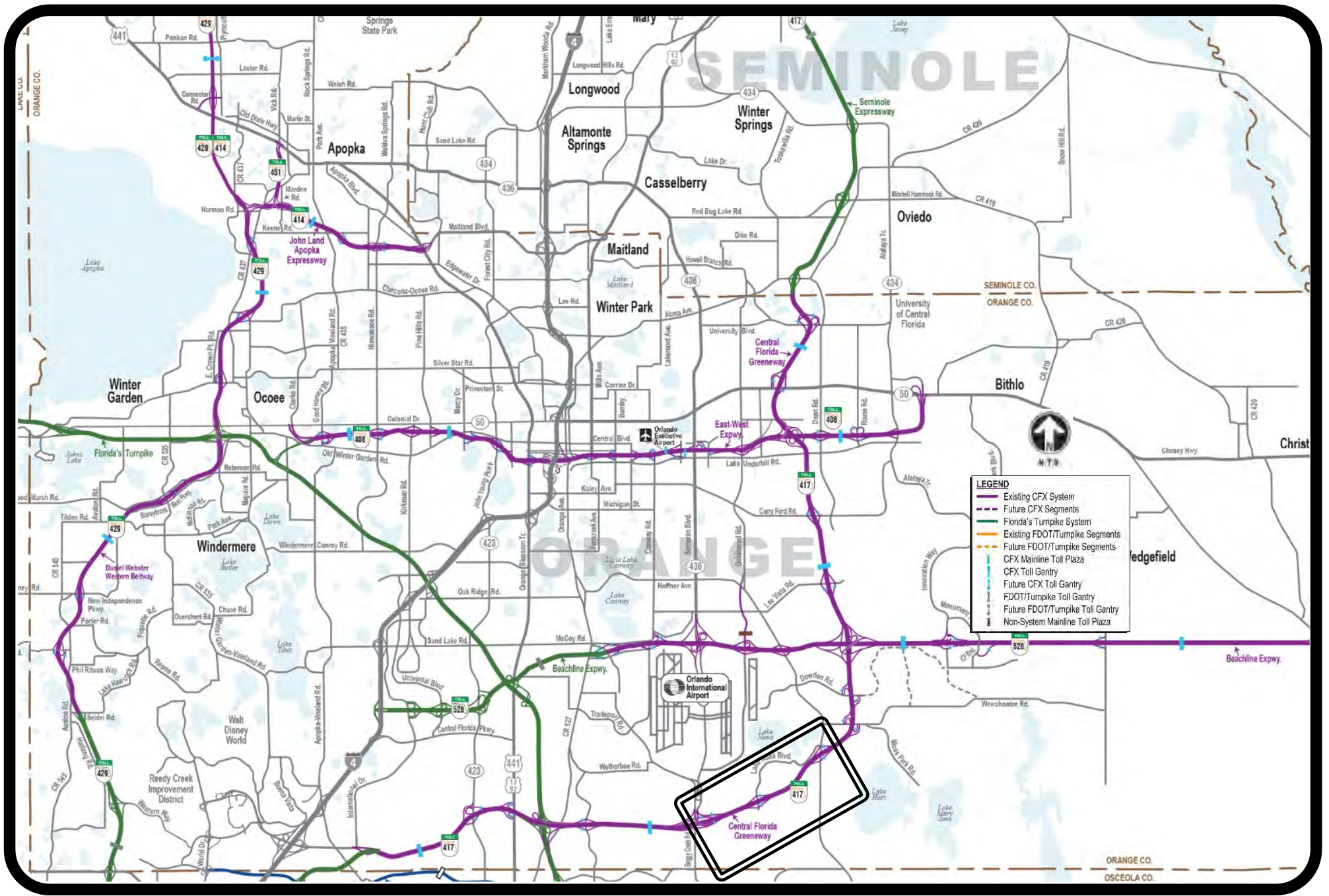
CFX responsibilities shall remain the same as in the Original Agreement and any Supplemental Amendments issued to-date.

6.0 SUMMARY OF COMPENSATION

For a summary of all compensation for this Supplemental Amendment, please refer to the attached Exhibit 'B', which is incorporated herein by reference.

7.0 LENGTH OF SERVICES

The Services requested under this Supplemental Amendment be completed by such time as will support the project's original CFX-approved schedule, or any CFX-approved revisions thereto.



Project Location Map for
 SR 417 Widening from Boggy Creek Road to Narcoossee Road (417-151)

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 417 Widening from Boggy Creek Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 27th day of October, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and the consulting firm of INWOOD CONSULTING ENGINEERS, INC., a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 20, 2019, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated July 24, 2020 (collectively, “Agreement”); and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's August 14, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$201,546.65 to \$2,860,582.76.
 - b. The Direct Expenses - Lump Sum (Prime) Costs are adjusted upward by \$3,614.00 to \$13,790.80.
 - c. The Subcontract Items are adjusted upward by \$196,753.62 to \$2,209,469.23 as follows:

| | |
|------------|--------------|
| • ATKINS | \$116,825.68 |
| • IF Rooks | \$2,209.63 |
| • Tierra | \$77,718.31 |
 - d. The Allowance is adjustment downward by \$251,914.27 to \$66,157.21.
 - e. The Total Maximum Limiting Amount is adjusted upward by \$150,000.00 to \$5,150,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this

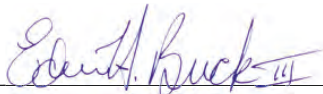
Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.10.23 14:35:18 -04'00'
Aneth Williams, Director of Procurement

INWOOD CONSULTING ENGINEERS, INC

By: 
Print Name: Edwin H. Buck, III
Title: Chief Executive Officer

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura N. Kelly Digitally signed by Laura N. Kelly
Date: 2020.10.23 11:31:53 -04'00'
Diego "Woody" Rodriguez
General Counsel

https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/417-151 SR 417 Widening Boggy Creek Road to Narcoossee Road/2 Contract/2.A Supplemental Agreements/SA 2/Inwood-417-151-SA_2.docx



Exhibit "A"

MEMORANDUM

Date: August 20, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001394
CFX Project No. 417-151
SR 417 Widening Boggy Creek Road to Narcoossee Road
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by Inwood provided via email on June 2, 2020 for the SR 417 Widening from Boggy Creek Road to Narcoossee Road design project. This requested contract amendment is to provide additional design services for PTSU structures, additional improvements on Narcoossee Road, and survey services for the project to cover areas not included in the original scope of services.

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

| | |
|---------------|---------------------------------|
| \$ 205,160.65 | Inwood as Prime |
| \$ 196,753.62 | <u>Total Subconsultant Fees</u> |
| \$ 401,914.27 | Total Requested Contract Amount |

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$401,914.27.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File

Exhibit "A"

EXHIBIT "A"

SCOPE OF SERVICES SUPPLEMENTAL AGREEMENT NO. 2 SR 417 WIDENING From Boggy Creek Road to Narcoossee Road CFX Project No. 417-151

1.0 BACKGROUND:

CFX retained the CONSULTANT under Contract No. 001394 to provide complete construction plans to mill, resurface, and widen SR 417 from Boggy Creek Road to Narcoossee Road in Orange County, Florida.

2.0 PURPOSE:

The purpose of this amendment is to extend the proposed design survey limits to include the following design changes:

- Structures - Design and plan preparation for the toll gantries, multi-post sign structures, the existing bridge pot bearing replacement and additional retaining wall.
- ITS - Address conflict areas related to roadway widening changes to accommodate the future Osceola Parkway Extension project, address changes due to additional widening planned on the southbound off ramp to Narcoossee Road, address power and communications connections to the new part time shoulder utilization equipment, account for arc hazard analysis of ITS cabinets, and add equipment in order to ensure 100% CCTV coverage of the project roadway.
- Geotechnical - Additional geotechnical services will be required to support the added PTSU Gantries, additional walls, and to support the preliminary plans for the Osceola Parkway Extension (SHWT borings).

This amendment will add additional fees to the existing contract to facilitate the additional services. A detailed description of the required updates is listed below.

3.0 SCOPE:

TASK 14 – STRUCTURES-STRUCTURAL STEEL

14.42 **Structural Steel Details**

The Consultant shall provide plans and details including phasing notes for replacement of the existing two failing bridges pot bearings.

TASK 17 – STRUCTURES-RETAING WALLS

17.2, & 17.17 **Wall Design, Plans and Details**

Thru 17.21 The consultant shall provide design, plans and notes for one additional permanent soldier pile and lagging wall with concrete facia.

Exhibit "A"

TASK 18 – STRUCTURES-MISCELLANEOUS

- 18.14 **Cantilever & Overhead Signs, Gantry signs & bridge mounted signs**
 Thru 18.17 The consultant shall provide design, plans for two cantilever signs not meeting the current standards, two DMS span signs, eight gantry signs and one bridge mounted sign (see table below for locations and additional information).

| Station | Gantry No. | Gantry Type | Comments |
|----------------------|------------|-------------|---|
| SR 417 1012+50 NB | 20 | 4 | Single post @ median |
| SR 417 1038+50 NB | 21A | 1 | Wide section due to bifurcation |
| SR 417 1038+50 SB | 19 | 4 | w/one static sign |
| SR 417 1051+25 NB/SB | NA | NA | DMS to be re-centered, includes static panel, bifurcation |
| SR 417 1064+60 NB | 21B | 1 | |
| SR 417 1064+60 SB | 20 | 4 | w/two static sign |
| SR 417 1091+00 NB | 22 | 2 | |
| SR 417 1091+00 SB | 21 | 2 | |
| SR 417 1112+50 SB | NA | NA | Existing cantilever sign to be centered & redesigned |
| SR 417 1130+00 NB | 23 | 1 | |
| SR 417 1130+00 SB | 22 | 2 | |
| SR 417 1145+00 SB | NA | NA | Existing cantilever sign to be centered & redesigned |
| SR 417 1162+50 NB | 24 | 4 | 7.3% super elevated, tall up rights |
| SR 417 1162+50 SB | 23 | 2 | |
| SR 417 1172+50 NB/SB | NA | NA | DMS to be re-centered, includes static panel |
| SR 417 1186+50 NB | 25 | 4 | It has one static signs |
| SR 417 1186+50 SB | 24 | 1 | |
| SR 417 1227+50 NB | 26 | 4 | Smaller panel and on steep sloped section near bridge |
| SR 417 1227+50 SB | 25 | 2 | up right on steep sloped section |
| Narcoossee 130 SB | NA | NA | Bridge Mounted |

TASK 19 – SIGNING & MARKING

- 19.4 **Multi-post Sign Support Calculations**
 The Consultant shall provide designs for 15 multi-post sign supports.

TASK 28 – PHOTOGRAMMETRY

Edit / Merge Field Data provided by ECHO west of Narcoossee Road @
 CFX Project Number 417-150, Contract #001393.

TASK 33 & 34 – ITS SYSTEM ANALYSIS & ITS SYSTEM PLANS

Osceola Parkway Extension (OPE)

The roadway extension interchange will have impacts on the existing CFX ITS System when it is built in the future. Atkins will evaluate the existing design and relocate ITS

Exhibit "A"

facilities that are within this project envelop, as needed, to eliminate conflicts with this future project. It is anticipated that 3 device locations should be relocated to avoid this future impact.

Boggy Creek Road to Lake Nona Roadway Changes

The median within this section of SR 417 is being revised to accommodate future bridge supports for the OPE resulting in a wider median. Atkins will evaluate the existing ITS facilities that are within this area and relocate them, as needed, to accommodate this roadway change. In addition, we will reevaluate the new ITS facilities currently being designed in this area and relocate, as needed. It is anticipated that the backbone fiber optic system will be impacted for approximately 10,000' on one side of the road between Boggy Creek Road and Lake Nona Blvd.

Narcoossee Road Improvements

The new Narcoossee Road southbound offramp will include triple left turn lanes and a dedicated right turn lane. This area will be evaluated to see if any of the existing ITS facilities are impacted by this work. Any impacts will be mitigated through the contract by relocating, as needed. It is anticipated that this will require the relocation of approximately 1900' of the backbone fiber optic system.

PTSU Gantry Installation

The new PTSU gantries will require communications and power connections to be included within the ITS design plans. Based on the information provided, there are nine PTSU structures within the project limits. In addition, one of the PTSU locations is an ITS only location including DMS in each direction and no static signs. The ITS plans will include any necessary information related to the DMS for all locations, however, the structure design will be included within a separate set with all the project structures. For each PTSU location, a new fiber optic pull box will be included. In addition, a new fiber optic cable will be included on both sides of the road through the project limits for PTSU communications (8.6 miles of new fiber to be installed in existing or relocated/replaced conduit). Power connections will be designed for each PTSU location including power cables, services and transformers. The cabinet configuration for the PTSU locations will include one large ground mount cabinet; the details will be provided by CFX.

Arc Hazard Analysis for ITS

This is a new scope item affecting **lighting and ITS** cabinets (existing and proposed); lighting will be addressed by others; this scope only covers the ITS cabinet locations. New scope items include the following:

- a. Identify the locations of ITS load centers at the power service locations. Conduct a field visit to obtain any necessary data required for the arc flash hazard analysis.
- b. Data Collection –
 - i. Obtain the feeder conductor sizes and lengths starting the utility transformer and continuing to all devices included in the arc flash analysis.
 - ii. Obtain all circuit breaker and fuse amperage, manufacturer, model, and trip unit settings.

Exhibit "A"

- c. Utility Information - Coordinate with the local power company to gather technical information on their transformers including impedance, KVA rating, operating voltage, service voltage configuration and available fault current.
- d. Prepare a One-Line Diagram of the system for each individual power service location. The results of analysis such as short circuit studies and arc flash hazard assessment shall be placed on the diagram.
- e. Perform a short Circuit Study – Calculate the short circuit current in symmetrical RMS amperes for all buses or equipment, and for each possible operation mode.
- f. Calculate arc current for every required equipment or bus.
- g. Estimate arcing time by plotting Time-Current Curve and obtaining the trip time of branch and main circuit breakers.
- h. Estimate arc flash incident energy for the equipment at the given distances. Evaluate incident energy for each type of possible connection and arc current changing through the series of breaker operations.
- i. Determine the arc flash boundary.
- j. The arc flash hazard analysis shall be documented in a detailed report. The report should include the following:
 - i. The name of person performing the assessment
 - ii. The date of assessment.
 - iii. All data collected and used in the assessment, including protective device settings.
 - iv. Assumptions used in the absence of data.
 - v. The name of the software and the revision.
 - vi. Provide documentation for all results related to incident energy and arc flash boundary for each equipment.
- k. Arc Flash Labeling – Provide sufficient details in the plans including direction that it will be the Contractor’s responsibility to place Arc flash labels on the exterior cover of equipment at the power service-entrance locations. Equipment like, (a) Non-fused disconnect switch on the line side of meter, (b) service-entrance rated overcurrent protection device, (c) electrical distribution cabinet. Identify in the plans that Arc flash labels should be located in a place that is easily visible and readable from some distance. Provide the following information for the label: nominal voltage, arc flash boundary, and site-specific level of personal protection equipment, minimum arc rating of clothing, available incident energy and the corresponding working distance. Label information shall also be included in the design documentation report.

Seventeen existing ITS cabinets, 5 new ITS cabinets and 16 new PTSU cabinets will require this analysis for a total of 38 analysis locations.

Camera Coverage for 100% of the Roadway

CFX has requested that when construction is complete, that ITS cameras cover 100% of the roadway including the shoulders and ramps. Therefore, we have done an initial analysis of the corridor to determine where camera coverage needs to be enhanced due to various factors including geometry, new sign structures and the new PTSU structures. Based on the initial analysis, 4 new cameras need to be included in the ITS design for this project.

Exhibit "A"

Variable Speed Limit Sign Addition

CFX has requested the addition of variable speed limit (VSL) signs to work in conjunction with the PTSU gantries to help reduce speeds approaching incidents. This effort will include adding VSL signs to each PTSU upright (median and outside) within the project limits plus the addition of a VSL location as identified in the design directive at Sta. 1052+00 southbound; in conjunction with a DMS. The work at each location will include the sign mounting plus communications and power connections at each location. It is anticipated that the VSL equipment will be housed within either the PTSU cabinets or the DMS cabinet at each location. There is a total of 32 VSL signs to be included within the project limits. There are 7 full span PTSU structures with a total of 4 VSL signs (2 each direction) each, 1 half span PTSU structure with a total of 2 VSL signs and then per the directive there is one static sign that is being replaced at Sta 1052+00 (SB) with a pair of VSL signs.

TASK 35 – GEOTECHNICAL INVESTIGATION

Additional geotechnical services will be required to support the added PTSU Gantries, additional walls and to support the preliminary plans for the Osceola Parkway Extension (SHWT borings & muck probing).

- 35.1 The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- 35.2 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.
- 35.3 Additional services to be performed to support the project are as follows:

A total of eighty-six (86) hand auger borings (spaced at approximate 300 ft. intervals) and preliminary muck probing in wetland areas are planned to support the initial design and planning efforts associated with the Osceola Parkway Extension.

Ten (10) additional Standard Penetration Test (SPT) borings will be completed to a depth of 40 feet to support the added PTSU gantry sign structures associated with the project.

Seven (7) additional SPT borings will be completed to a depth of 50 feet to support the added permanent soldier pile and lagging wall.

Exhibit "A"

- 35.4 The work includes, but is not limited to, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater levels, evaluating the availability of structural fill material, location and depths of unsuitable material (muck) or other deleterious materials, and providing design alternatives based on geotechnical findings.

4.0 CONSULTANT RESPONSIBILITIES:

The CONSULTANT responsibilities shall remain the same as in the Original Agreement and any Supplemental Amendments issued to-date.

5.0 CFX RESPONSIBILITIES:

CFX responsibilities shall remain the same as in the Original Agreement and any Supplemental Amendments issued to-date.

6.0 SUMMARY OF COMPENSATION

For a summary of all compensation for this Supplemental Amendment, please refer to the attached Exhibit 'B', which is incorporated herein by reference.

7.0 LENGTH OF SERVICES

The Services requested under this Supplemental Amendment be completed by such time as will support the project's original CFX-approved schedule, or any CFX-approved revisions thereto.

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 417 Widening from Boggy Creek Road to Narcoossee Road

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 24th day of July, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and the consulting firm of INWOOD CONSULTING ENGINEERS, INC., a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 20, 2019 (“Agreement”); and

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

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

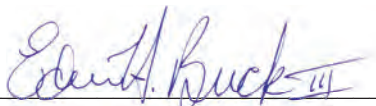
1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's June 22, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs remain unchanged at \$2,659,036.11.
 - b. The Direct Expenses (Lump Sum) remain unchanged at \$10,176.80
 - c. The Subcontract Items are adjusted upward by \$87,798.15 to \$2,012,715.61.
 - ECHO \$87,798.15
 - d. The Allowance is adjusted downward by \$87,798.15 to \$318,071.48.
 - e. The Total Maximum Limiting Amount remains unchanged at \$5,000,000.00
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: **Aneth Williams** Digitally signed by Aneth Williams
Date: 2020.07.24 06:55:09 -04'00'
Aneth Williams, Director of Procurement

INWOOD CONSULTING ENGINEERS, INC.

By: 
Print Name: Edwin H. Buck, III
Title: Chief Executive Officer

Approved as to form and execution for CFX's exclusive use and reliance.

By: **Laura N. Kelly** Digitally signed by
Laura N. Kelly
Date: 2020.07.23
16:14:01 -04'00' FOR
Diego "Woody" Rodriguez
General Counsel

<https://cfxgov.sharepoint.com/:f/g/operations/engineering/EpjxORBo1U1CjYjwvCN1AvIBo4JWzaQnD012ye2H1EEDBA?e=ySir0X>

EXHIBIT "A"



MEMORANDUM

Date: June 18, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001394
CFX Project No. 417-151
SR 417 Widening Boggy Creek Road to Narcoossee Road
Supplemental Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by Inwood provided via email on June 2, 2020 for the SR 417 Widening from Boggy Creek Road to Narcoossee Road design project. This requested contract amendment is to provide additional survey services for the project to cover areas not included in the original scope of services.

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

| | | |
|----|-----------|---------------------------------|
| \$ | 0.00 | Inwood as Prime |
| \$ | 87,798.15 | <u>Total Subconsultant Fees</u> |
| \$ | 87,798.15 | Total Requested Contract Amount |

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$87,798.15.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File

EXHIBIT "A"

**SCOPE OF SERVICES
SUPPLEMENTAL AGREEMENT NO. 1
SR 417 WIDENING
From Boggy Creek Road to Narcoossee Road
CFX Project No. 417-151**

1.0 BACKGROUND:

CFX retained the CONSULTANT under Contract No. 001394 to provide complete construction plans to mill, resurface, and widen SR 417 from Boggy Creek Road to Narcoossee Road in Orange County, Florida.

2.0 PURPOSE:

The purpose of this amendment is to extend the proposed design survey limits to include the following design changes:

- Survey - Extend the topographic survey and digital terrain model (DTM) from existing limits at Narcoossee Road from approximate Station 1232+50 to 1254+00. Additionally, the Consultant shall extend the topography/DTM along Narcoossee Road for 1000' starting at the southerly existing limits of survey (just south of Kirby Smith Rd). Limits of topography/DTM shall extend from existing R/W to existing R/W. Provide topographic survey/DTM for portions of Narcoossee Road once the City of Orlando's project is completed (due to a different vertical datum).

A detailed description of the required updates is listed below.

3.0 SCOPE:

TASK 27 – SURVEY & MAPPING

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.

EXHIBIT "A"

27.1 Horizontal Project Control (HPC)

The Consultant shall recover existing horizontal control set for CFX Project Number 417-150 and include points on CTL/PNC sheets for Design Plans.

27.2 Vertical PC / Bench Line

The Consultant shall establish new elevations, relative to elevations used for CFX Project Numbers 417-149 and 417-151, on existing control points established for CFX Project Number 417-150. Include control points on CTL/PNC sheets for Design Plans.

27.3 Alignment and Existing R/W Lines

The Consultant shall extend the alignment and R/W lines using information established for CFX Project Number 417-150.

27.4 Aerial Targets – N/A

27.5 Reference Points

The Consultant shall show references from CFX Project No. 417-150 for Station 1243+47.08 and Station 1253+47.03.

27.6 Topography/DTM (3D)

The Consultant shall collect topography/DTM for 2000' starting at the end of survey limits at Narcoossee Rd as previously negotiated for this project. Static LiDAR will be used for roadway surfaces supplemented with conventional survey for off-pavement areas.

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

Additionally, the Consultant shall extend the topography/DTM along Narcoossee Rd for 1000' starting at the southerly existing limits of survey (just south of Kirby Smith Rd).

Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.

27.7 Planimetric (2D) – N/A

27.8 Road Cross-Sections/Profiles

Consultant shall collect cross sections from R/W to R/W along soft surfaces at 1000-foot intervals for the purpose of providing a QC check of the DTM.

27.9 Side Street Surveys – N/A

EXHIBIT "A"

- 27.10 Underground Utilities – N/A
- 27.11 Outfall Survey – N/A
- 27.12 Drainage Survey
- Consultant shall perform a drainage survey including pipe type, location, size, and flow line elevations as needed for design.
- 27.13 Bridge Survey
- Consultant shall collect miscellaneous bridge elements for bridges over Narcoossee that were not captured in the scan data from the original survey efforts. More specifically:
1. Incremental elevations along the proposed deck cutline for each bridge.
 2. Verification of exterior (median) girder locations relative to edge of bridge deck.
 3. Existing pot bearing dimensions.
- 27.14 Channel Survey – N/A
- 27.15 Pond Site Survey – N/A
- 27.16 Mitigation Survey – N/A
- 27.17 Jurisdictional Survey – N/A
- 27.18 Geotechnical Support
- Consultant shall locate and/or stake up to 10 boring locations as needed for geotechnical investigations and provide X,Y,Z data in tabular format.
- 27.19 Sectional / Grant Survey – N/A
- 27.20 Subdivision Location – N/A
- 27.21 Maintained R/W – N/A
- 27.22 Boundary Survey – N/A
- 27.23 Water Boundary Survey – N/A
- 27.24 R/W Staking / R/W Line – N/A
- 27.25 R/W Monumentation – N/A
- 27.26 Line Cutting – N/A

EXHIBIT "A"

27.27 Work Zone Safety

Work zone safety efforts.

27.28 Miscellaneous Surveys

Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points.

4.0 CONSULTANT RESPONSIBILITIES:

The CONSULTANT responsibilities shall remain the same as in the Original Agreement and any Supplemental Amendments issued to-date.

5.0 CFX RESPONSIBILITIES:

CFX responsibilities shall remain the same as in the Original Agreement and any Supplemental Amendments issued to-date.

6.0 SUMMARY OF COMPENSATION

For a summary of all compensation for this Supplemental Amendment, please refer to the attached fee sheet, which is incorporated herein by reference.

7.0 LENGTH OF SERVICES

The Services requested under this Supplemental Amendment be completed by such time as will support the project's original CFX-approved schedule, or any CFX-approved revisions thereto.

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
INWOOD CONSULTING ENGINEERS, INC.**

**S.R. 417 WIDENING FROM BOGGY CREEK ROAD TO
NARCOOSSEE ROAD**

CONTRACT NO. 001394, PROJECT 417-151

**CONTRACT DATE: AUGUST 08, 2019
CONTRACT AMOUNT: \$5,000,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

S.R. 417 WIDENING FROM BOGGY CREEK ROAD TO NARCOOSSEE ROAD

**CONTRACT NO. 001394
PROJECT 417-151**

AUGUST 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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| B | Exhibit "B", Method of Compensation | |
| C | Exhibit "C", Details of Cost and Fees | |
| D | Exhibit "D", Project Organization Chart | |
| E | Exhibit "E", Project Location Map | |
| F | Exhibit "F", Schedule | |
| G | Exhibit "G", Potential Conflict Disclosure Form | |

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

THIS AGREEMENT, made and entered into this 8th day of August 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Inwood Consulting Engineers, 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 3000 Dovera Drive, Suite 200, Oviedo, FL. 32765.

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 Boggy Creek to Narcoossee Road identified as Project 417-151 and Contract No. 001394.

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:

| | |
|--|--|
| Atkins North America, Inc. (Class I) | Tierra, Inc. (Class II) |
| I.F. Rooks & Associates, LLC (Class I) | ECHO UES, Inc. (Class I and II (Survey)) |
| Traffic Engineering Data Solutions, Inc. (Class I) | |
| AECOM Technical Services, Inc. (Class I and II (Survey)) | |

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 \$ 5,000,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract

into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 3000 Dovera Drive, Suite 200, Oviedo, FL. 32765.

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. INSURANCE

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

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

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

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

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

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage

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

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

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

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

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

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

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

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

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

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements

have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and

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

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

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

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

17.0. DOCUMENTED ALIENS

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

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

18.0. E-VERIFY CLAUSE

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

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

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

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

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all

subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

23.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

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

25.0. NOTICE

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

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

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

To CONSULTANT: Inwood Consulting Engineers, Inc.
3000 Dovera Drive, Suite 200
Oviedo, FL, 32765
Attn: Andrew D. DeWitt, PE

Inwood Consulting Engineers, Inc.
3000 Dovera Drive, Suite 200
Oviedo, FL. 32765
Attn: Mark Hales, PE

26.0. HEADINGS

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

27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0. ASSIGNMENT

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

29.0. SEVERABILITY

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

30.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and

discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

31.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on August 08, 2019.

INWOOD CONSULTING ENGINEERS, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: Edwin H. Buck III
Authorized Signature

BY: Anath Willcan
Director of Procurement

Print Name: Edwin H. Buck III

Print Name: Anath Willcan

Title: Chief Executive Officer

Effective Date: 8/19/19

ATTEST: Tasha L McGraw (Seal)
Secretary or Notary



Approved as to form and execution, only.

Linda Blencoe for
General Counsel for CFX

10 AUG 13 PM 12:26

Exhibit “A”
Scope of Services

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 417 WIDENING FROM
Boggy Creek Road to Narcoossee Road (SR 15)**

PROJECT NO. 417-151

CONTRACT NO. 001394

IN ORANGE COUNTY, FLORIDA

July 25th, 2019

Exhibit A
SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

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

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from Boggy Creek Road to Narcoossee Road (SR 15). Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for a portion of the remainder of median areas to facilitate hard shoulder running in the future. All mainline bridges within the project limits, SR 15, will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 inside widening from Boggy Creek Road to SR 15.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX’s Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

- A. CFX’s Project Manager will administer the Consultant services detailed in this

scope. The following sections define the duties and obligations of CFX and the Consultant.

1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within 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 and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans
 3. The FDOT Design Manual,
 4. The FDOT Basis of Estimates Handbook
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended

3.0 DESIGN CRITERIA

3.1 General

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

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

3.2 Geometry

The following criteria are to be incorporated into the design:

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

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

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

Ramp Operations

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

Right of Way

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

3.3 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from Boggy Creek Road (Station 1005 +/-) to north of the SR 15 bridge (Station 1244 +/-). Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, SR 15, will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. The use of hard shoulder running will be incorporated into the design elements of this project. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

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

4.3 Preliminary Design Report - Review

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

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

B. Preliminary Design Report (PDR) - Review: Brief report addressing the

following items:

1. Horizontal sight distance and outside widening through third horizontal curve or reduce inside shoulder width.
2. Vertical analysis to ensure adequate drainage is maintained along the barrier wall (approximately 9,200')
3. Potential walls along SR 417 for flattening slopes near Narcoossee Rd. Interchange?
4. Osceola Parkway Extension PD&E Re-evaluation/Coordination.
5. DDI at Narcoossee. Proposed Narcoossee Road widening project will require coordination with the City of Orlando.
6. The future opening of the second NB left-turn lane on Lake Nona Blvd. (by others) This will require ramp widening.
7. Jeff Fuqua exit ramp. Add new signage, route shield, guardrail and parallel deceleration lane.
8. Add parallel deceleration lane for the SB Lake Nona Boulevard exit ramp.
9. Pavement analysis
10. Hydroplaning Analysis

4.4 Surveys and Mapping

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

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

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

B. Alignment

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

C. Reference Points

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

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.
2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.
3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.
4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.
5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

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

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide

soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

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

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC: anticipate \pm xx mile of wetland delineation (includes surveying flagging for surface waters or roadside ditches).

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

M. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points.

N. CFX ITS/FON

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

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

SUE will be done as required based on the Design Project Manager's

recommendations and provided to CFX for their information.

4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

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

4.8 Governmental Agency and Public Meetings

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

4.9 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater

Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
2. Provide additional information requested at the pre-application by regulatory agencies for permits.
3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
4. Provide all plans, calculations, sketches and reports required for permits except as described above.
5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges
13. Pre-application meeting with FDEP

4.10 Utilities

A. Location

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

B. Utility Coordination

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

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

4.11 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline 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

4.12 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 - 1. Complete Bridge Widening designs will be provided for both bridges over Narcoossee Road. Widening shall be to the inside completely closing the median of SR 417. Includes outside barrier retrofit with structural steel tubing.
 - 2. Retaining walls (may vary based on final design limits)
 - a. Permanent walls:
 - i. Permanent wall along SR 417 for slope correction— approximately 200 LF.
 - b. Critical Temporary Walls
 - i. Walls in median for construction of end bent caps & tie back.
 - 3. Box Culverts, (NA)
 - 4. Approach slabs for bridge widenings
 - 5. Summary quantity tables
 - 6. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.
 - 7. Stage construction-sequencing details will consist of bridge cross

sections showing demolition and construction phases with corresponding traffic positions and will be coordinated with the maintenance of traffic plans.

8. Sign\Signal structures:
 - a. Structural evaluation of the following existing structures:
 - i. 12 Cantilever Truss Sign Structures (6 each direction)
 - ii. 3 Overhead trusses (2 signs with one side static + 1 side DMS, 1 sign- static)
 - iii. 6 multi-post signs
 - b. Structural and foundation redesigns for the existing signs not meeting the current criteria per the Ancillary Structures Report. 6 cantilever signs and 3 overhead signs with DMS and static panel
 - c. Structural design of 10 Mast Arms at Narcoossee DDI
 - d. Structural design of 2 overhead span signs and 2 cantilever signs at Narcoossee DDI.
9. Noise walls. Structural design and plans for 1000 LF of noise wall. Location to be determined.
10. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review and approval.
11. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.
12. The existing Lake Nona Boulevard piers located in the median of SR 417 will be evaluated and the appropriate shielding will be specified and detailed.

4.13 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 2. Finalize the pond design at the 30% submittal. Modify existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss

problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
 8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system

4.14 Roadway Lighting

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

1. Cover sheet (key sheet)
 2. Tabulation of Quantities
 3. General notes
 4. Pole data and Legend sheet
 5. Project Layout sheet
 6. Plans sheets (plans at 1" =50' scale)
 7. Service point detail
 8. Special Details
- D. Perform an under-deck lighting analysis
- E. Coordination with FAA

4.15 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Traffic Modeling for Narcoosee Road Interchange
 1. Data Collection
 - a. A vendor will be hired to conduct the field data collection (72-hour approach counts, 8-Hour Intersection TMCS, Queue Data Collection, and Travel Time Runs)
 - b. Field Review of the Traffic Conditions during data collection for model calibration purposes.
 - c. Traffic Data Review and collecting pertinent data from other agencies such as signal timing.
 - d. Development of Existing Condition Traffic Data for the AM and PM peak periods of 3 hour each. Balanced existing peak hour volumes for the study segment will be provided by CFX and only a minor amount of coordination and data development will be needed from Consultant.
 2. VISSIM Model Development & Model Calibration
 - a. Synchro model for existing condition for input to VISSIM
 - b. VISSIM Roadway network development
 - c. O-D Spreadsheet development
 - d. Model Calibration
 - e. Draft & Final Model runs and results compilation

f. Calibration documentation

3. No-Build Future Analysis

- a. Development of Future Forecast using approved linear growth rate. A growth rate will be provided by CFX to develop the future volumes. This growth rate will be applied to all volumes. No other method will be used for developing the future volumes.
- b. Synchro Traffic Model Development with Optimized Signal Timing. No Synchro summary tables will be prepared. Only the signal timing will be used for input into the VISSIM model.
- c. VISSIM Traffic Model Development for Opening & Design Years
- d. O-D Spreadsheet Development for Opening & Design Years
- e. Draft & Final Model Runs and Results Compilation

4. Build 1 – TDI Analysis with Triple Left Turns (Opening and Design Year)

The Build 1 Condition will be modeled with 6 lanes on Narcoossee Road and triple left turn lanes from SB exit ramp for a Tight Diamond Interchange (TDI).

- a. Development of Future Forecast using approved linear growth rate. A growth rate will be provided by CFX to develop the future volumes. This growth rate will be applied to all volumes. No other method will be used for developing the future volumes.
- b. Synchro Traffic Model Development with Optimized Signal Timing. No Synchro summary tables will be prepared. Only the signal timing will be used for input into the VISSIM model.
- c. VISSIM Traffic Model Development for Opening & Design Years
- d. O-D Spreadsheet Development for Opening & Design Years
- e. Draft & Final Model Runs and Results Compilation

5. Build 2 - Future Analysis (Opening & Design Year for DDI)

The Build 2 Condition will be modeled with 6 lanes on Narcoossee Road and triple left turn lanes from SB exit ramp for a Diverging Diamond Interchange (DDI).

- a. Development of Future Forecast using approved linear growth rate. A growth rate will be provided by CFX to develop the future volumes. This growth rate will be applied to all volumes. No other method will be used for developing the future volumes.
- b. Synchro Traffic Model Development with Optimized Signal Timing. No Synchro summary tables will be prepared. Only the signal timing will be used for input into the VISSIM model.
- c. VISSIM Traffic Model Development for Opening & Design Years

- d. O-D Spreadsheet Development for Opening & Design Years
 - e. Draft & Final Model Runs and Results Compilation
 - f. Comparison of TDI and DDI
6. Interchange Operational Analysis Report (IOAR), Meetings & Coordination
- a. Draft & Final IOAR Preparation
 - b. Meetings & Coordination
- C. Maintenance of Traffic Plans
1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" = 100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

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

4.17 Signalization Plans

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

4.18 Right-of-Way Surveys

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

4.19 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.

4.20 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.

4.21 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 duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.
 - 2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry

- b. Rights-of-Way
- c. Existing utilities within the right-of-way including CFX's FON
- d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
- e. Manhole/Pull box locations and stub-out details (standard details provided)
- f. Device layout
- g. Device installation details
- h. Conduit installation details (standard details provided)
- i. Fiber optic cable route marker detail (standard details provided)
- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable splice details for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- p. Design Methodology Report shall include voltage drop calculation, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- w. 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), in the event existing DCS would not survive project construction.

- x. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site 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) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
 - z. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
 - aa. Install new WWDS at the off-ramps that currently do not have WWDS (NB exit ramp at Narcoossee Rd).
 - 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.
 - cc. Toll Violation Structure: Northbound and southbound structure and associated control circuit to be removed due to inside widening.
 - dd. Replace any existing Skyline DMS within project limits to the new CFX standard. Coordinate with CFX staff to obtain manufacturer for new proposed sign.
3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.

- h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
- i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
- j. Location of proposed sound walls

B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
- 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
- 3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

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

D. Inside Plant Plans

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

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

4.22 Toll Plazas

- A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.23 Post-Design Services

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

lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

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

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions

3. Current list available to CFX of owners of all affected properties within the section.
4. Sample plans to be used as guidelines for format, organization and content.
5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

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

5.3 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

6.2 Utility Agreements

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

6.3 Public Involvement

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

responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

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

6.6 Environmental Permits

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

6.7 Conceptual Specialty Design

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

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

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

7.2 CFX's Project Manager will:

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

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

7.3 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
 4. Establish and maintain contract administration procedures, which

will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 - 1. Determine and highlight critical path work from initial plans as work progresses.
 - 2. Identify progress against schedule for each identified work item.
 - 3. Forecast completion dates from current progress.
 - 4. Highlight rescheduled work in any area which is out of required sequence.
 - 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 - 6. Forecast future conflicts in any area.

7.5 Work Progress

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

7.6 Schedule

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

7.7 Project Related Correspondence

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

all meetings pertaining to this project.

7.8 Quality Control

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

7.9 Consultant Personnel

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

7.10 Site Visit

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and

computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
 - 1. Field survey notes and computations.
 - 2. Design criteria used for the project.
 - 3. Geometric design calculations for horizontal alignment.
 - 4. Vertical geometry calculations.
 - 5. Drainage calculations
 - 6. Structural design calculations.
 - 7. Geotechnical report.
 - 8. Hydraulics Report for each bridged stream crossing.
 - 9. Earthwork calculations not included in the quantity computation booklet.
 - 10. Calculations showing cost comparisons of various alternatives considered, if applicable
 - 11. Computations of quantities.
 - 12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
 - 13. Lighting and voltage drop calculations.

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

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)
 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all

plans and reports)

- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay.
 - 2. The design components impacted.
 - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 - 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.

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

7.15 30% Bridge and Structural Plan Submittal

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

included with this submittal.

7.16 60% Roadway Plan Submittal

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

1. Key Map

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

2. Drainage Maps

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

3. Typical Section Sheets

- a. All required typical sections are included.
- b. Limited access right-of-way lines are shown.
- c. Design speed and traffic are shown.
- d. Special details have been completed.
- e. Station limits of each typical section are shown.

4. Plan and Profile Sheets

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

5. Drainage Structures

- a. Drainage structures plotted and numbered.
 - b. Station location and offsets identified.
6. Cross Sections
- a. Templates are shown at all stations.
 - b. Limited access right-of-way lines are shown.
 - c. Cross section pattern sheet included.
 - d. Miscellaneous notes included.
 - e. Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
- a. Geometric data shown.
 - b. Profiles finalized.
 - c. Coordinate data shown.
 - d. Limited access right-of-way lines shown.
 - e. Curve data shown.
 - f. Bearings and bridges shown.
 - g. Cross roads, frontage roads, and access roads shown.
 - h. Intersection details shown.
8. Traffic Control Plans
9. Utility Adjustments
10. Signing and Pavement Marking Plans
11. Intelligent Transportation System (ITS) Plans
12. Highway Lighting Plans
13. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

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

- 1. Key Map
 - a. Length of Project with exceptions shown.

- b. Index of sheets updated.
- 2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown.
 - b. Elevation datum and design high water information shown.
 - c. Disclaimer and other appropriate notes added.
- 3. Typical Section Sheets
- 4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b. Limits of side road construction.
 - c. Angle and stationing for intersections.
 - d. Treatment for non-standard superelevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
- 5. Drainage Structures
 - a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.
- 6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown.
- 7. Cross Section Sheets
 - a. Scale and special ditch grades shown.
 - b. Utilities plotted.
 - c. Sub-excavation shown.
 - d. Volumes computed and shown.
- 8. Utility Relocation Plans
 - a. Utility relocation plans prepared.
- 9. Traffic Control Plans
- 10. Signing and Pavement Marking Plans
- 11. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans

14. Selective Clearing and Grubbing (if required)

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

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

7.20 Pre-Bid Plans

7.21 Bid Set

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 23, 2020


SUBJECT: Approval of Supplemental Agreement No. 4 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414 Project No. 429-153, Contract No. 001396

Board approval of Supplemental Agreement No. 4 with Moffatt & Nichol, Inc. in a not-to-exceed amount of \$649,201.74 is requested. The original contract was for five years with five one-year renewals.

The services to be provided include additional design and geotechnical services due to the extension of the project limits.

| | |
|------------------------------|----------------------|
| Original Contract | \$5,160,000.00 |
| Supplemental Agreement No. 1 | \$ 0.00 |
| Supplemental Agreement No. 2 | \$ 0.00 |
| Supplemental Agreement No. 3 | \$ 663,330.37 |
| Supplemental Agreement No. 4 | <u>\$ 649,201.74</u> |
| Total | \$6,472,532.11 |

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

Reviewed by: 

Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of MOFFATT & NICHOL, INC., a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated March 14, 2019, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and Consultant dated September 5, 2019, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and Consultant dated April 8, 2019, as amended or supplemental by that certain Supplemental Agreement No. 3 between CFX and Consultant dated July 16, 2020, (collectively, “Agreement”); and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 10, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$327,073.58 to \$3,352,951.90.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$8,665.55.
 - c. The Subcontract Items are adjusted upward by \$322,128.16 to \$3,110,914.66

as follows:

| | |
|----------|--------------|
| •Ardaman | \$65,102.55 |
| •BASE | \$149,631.34 |
| •DRMP | \$85,394.34 |
| •EPG | \$6,849.79 |
| •WBQ | \$15,150.14 |

- d. The Allowance remains unchanged at \$0.00.
 - e. The Total Maximum Limiting Amount is adjusted upward by \$649,201.74 to \$6,472,532.11.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

MOFFATT & NICHOL, INC.

By: _____
Print Name: _____
Title: _____

Approved as to form and execution for CFX's exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: November 13, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 4

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email on November 10, 2020 for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional design and geotechnical services due to the extension of the project limits north of Binion Road and additional ITS, noise walls, signing & pavement marking, utility, and maintenance of traffic tasks.

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

| | |
|----------------------|---|
| \$ 327,073.58 | Moffat and Nichol as Prime |
| <u>\$ 322,128.16</u> | <u>Additional Subconsultant Fees</u> |
| \$ 649,201.74 | Total Requested Contract Amendment Amount |

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$649,201.74.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File



1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

Exhibit "A"

November 10, 2020

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 4

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Revising the traffic control scheme to allow for removal of all the existing pavement.
- Additional drainage structures and details required for new noise walls
- Additional structural services designing additional noise wall, overhead sign structures, lighting details, and other miscellaneous structure details.
- Additional geotechnical borings for the additional noise walls and signs.
- Additional ITS and lighting design.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit "A"

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 429 WIDENING FROM
West Road to SR 414
Supplemental No. 4**

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

November 10, 2020

Exhibit A

SCOPE OF SERVICES

1.0 GENERAL

1.1 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.2 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

The additional services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 540+00) to north of the Binion Road overpass (Sta 572+35). Additional elements include milling & resurfacing, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.5 Geotechnical Investigation

- A. The work includes additional borings for structures and geotechnical design support relative to foundations for additional sign structures, noise walls and ITS. A total of 33 additional borings are included in this supplemental, as follows:
 - 19 borings to 40 feet deep for additional Sign Structures

Exhibit "A"

- 13 borings to 30 feet deep for additional Noise Walls
- 1 boring to 20 feet deep for an additional CCTV Camera Pole

For each boring the following additional services will be performed:

1. Perform site reconnaissance and utility clearance coordination relative to supplemental boring locations.
2. Perform SPT boring to described depths.
3. Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, and corrosion series testing as appropriate.
4. Collect groundwater level measurements and estimate wet seasonal high groundwater tables.

The results of the additional subsurface soil exploration and laboratory testing program will be used to perform additional geotechnical engineering evaluation relative to foundation support for the additional sign structures, noise walls and CCTV camera pole. Findings will be presented in written reports per the established submittal schedule.

4.12 Roadway Design

- A. Traffic Control Analysis- Additional effort for revising the traffic control phasing for full depth milling of the existing mainline pavement.
- B. Traffic Control Design Files - Additional effort for e revising the traffic control phasing for full depth milling of the existing mainline pavement.
- C. Roadway Plans
 1. Typical Sections – revise details to show full depth pavement removal.
 2. Temporary Traffic Control Plan Sheets-additional sheets phase 3 to show the traffic shifted to new pavement to allow for full depth milling and resurfacing
 3. Temporary Traffic Typical Section Sheets- Additional typical sections required for phasing the full depth pavement removal for both normal crown and superelevated sections.

4.13 Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including retaining walls and miscellaneous structures. The additional services will include the following:
 1. Provide design and preparation of construction drawings / specifications for the construction of a new noise walls along varying

Exhibit "A"

locations of the project. Approximately 7,300 linear feet of new walls are needed.

2. Design of new cast in place concrete walls in the vicinity of the SR 429 over Ocoee Apopka Road new bridge. Four CIP wall locations have been determined, but additional walls seem to be needed to fit specific geometric constraints and aesthetic details. Four additional CIP walls may be needed.
3. Design of new temporary MSE walls for the construction of temporary ramps needed for maintenance of traffic. Two additional wall locations are needed.
4. Prepare custom foundation designs for the support of noise walls on MSE walls. Design of custom junction slabs is required at three different wall segments.
5. Provide additional aesthetic plans and details as needed based on the new wall additions.
6. The work outlined in items 1 thru 5 adds 46 new sheets to the plans

B. Extension of existing SR 429 over Gulf Cart Path culvert structure

1. Prepare plans and specifications to extend the existing culvert structure on the NB end. This work adds 4 sheets to the plans.

C. Design underdeck luminaire support

1. Design underdeck luminaire supports with a pipe and three rigid redundant supports equally spaced at 120 degrees. These supports are needed at 8 bridge sites, with a combination of existing and proposed decks, and a wide variety of beams/girders. Two connection bolt designs are required: cast-in-place bolts for proposed bridge decks, and undercut anchors for existing bridge decks.
2. These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.
 - 9.13 Quality Assurance/Quality Control
 - 9.15 Supervision
 - 9.16 Coordination
 - 18.30 Special Structures

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria.
- B. This supplemental agreement addresses the following scope additions.

Exhibit "A"

1. Remove and Replace existing light poles for CR 437A Ramp A, B, C, & D due to the profile changes and overbuild.
2. Intersection Lighting for West Road and CR437A.
 - o Note: Load center at interchange within 429-152 project. 429-152 project not addressing intersection lighting as assumed during scoping.
3. Remove and replace Existing Box Culvert Lighting Load Center and feeder cable. Update underdeck light fixtures. Existing system impacted by sound walls.
 - o Note: Load center not installed per as-builts and could not be field verified.
4. Provide Remote NEMA Cabinets Small, Medium, Large for all pendant hung underdecks within our lighting limits.
5. Re-lamping Non-Standard existing HPS Shoebox luminaires to LED for the Parking Lot luminaires at Toll Plaza
 - o Note: Request on previous 408-128 project during construction.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 23.2 Lighting Design Analysis Report
- 23.5 Reference and Master Design Files
- 23.8 Quantities
- 23.14 Quality Assurance/Quality Control
- 23.16 Supervision
- 23.17 Coordination
- 24.3 Tabulation of Quantities
- 24.5 Pole Data, Legend and Criteria
- 24.8 Plan Sheet
- 24.9 Special Details
- 24.13 Quality Assurance/Quality Control
- 24.14 Supervision

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans for additional overhead signs
- B. Signing
 1. Design 6 new multi-post ground mounts calcs, 3 new sign panel designs includes panel design and guide sign worksheet. Also, an additional 10 overhead PTSU structure cross sections

4.22 Fiber Optic Network (FON)

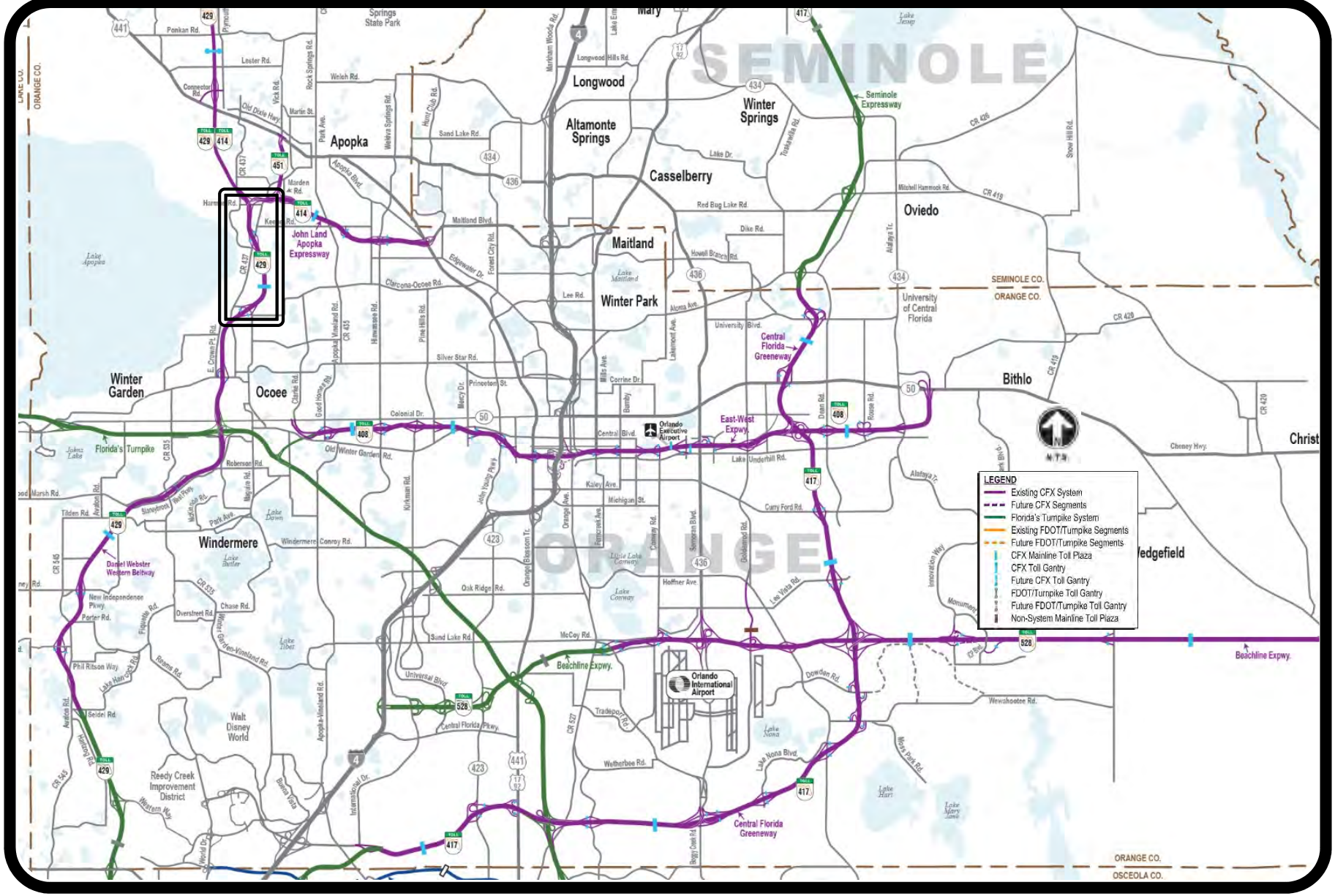
- A. Fiber Optic Infrastructure Plans This supplemental agreement addresses the following scope additions.

Exhibit "A"

1. Addition of 1 WWDS at West Road (SB off-ramp)
2. Addition of 7 PTSU/lane control sites
3. Addition of 17 VSL Signs (17 co-located at PTSU/lane control sites, no standalone sites)
4. Addition of 6 Cabinet Replacement Sites (Hazardous Locations per CFX Maintenance replacement list)
5. Addition of 1 TMS (standalone site replacement at the 437A NB off-Ramp)
6. Addition of 3 DCS replacement sites (these 3 were previously scoped to remain/adjust only)
7. Addition of 1 WWDS relocate (Secondary RFB impacts at 437A NB off-Ramp)

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 33.9 Reference and Master ITS Design File
- 33.13 Quantities
- 33.19 Quality Assurance/Quality Control
- 33.20 Supervision
- 33.21 Coordination
- 34.6 Typical and Special Details
- 34.7 Plan Sheet
- 34.9 Fiber Optic Splice Diagrams
- 34.20 Quality Assurance/Quality Control
- 34.21 Supervision



Project Location Map for
 SR 429 Widening from West Road to SR 414 (429-153)

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 16th day of July, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 8, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

- a. The Salary Related Costs are adjusted upwards by \$575,563.97 at \$3,025,878.32.

- b. The Direct Expenses (Lump Sum) remains unchanged at \$8,665.55.

- c. The Subcontract Items are adjusted upwards by \$364,731.83 to \$2,788,786.50.

| | |
|-----------|--------------|
| • Ardaman | \$60,716.80 |
| • BASE | \$149,631.34 |
| • DRMP | \$61,138.02 |
| • EPG | \$72,735.41 |
| • WBQ | \$20,510.26 |

- d. The Allowance is adjusted downward by \$276,965.43 to \$0.00.

The Total Maximum Limiting Amount is adjusted upwards by \$663,330.37 to \$5,823,330.37.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any


Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, electronically, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.07.16 15:05:51 -04'00'
Director of Procurement

MOFFATT & NICHOL, INC.

By:  Digitally signed by Darrell Nance
DN: cn=Darrell Nance, o=Moffatt & Nichol,
email=dnance@moffattnichol.com, c=US
Date: 2020.07.14 08:22:28 -04'00'
Title: Vice President
Print Name: Darrell Nance, PE

Approved as to form and execution, only.

Laura N. Kelly Digitally signed by Laura N. Kelly
Date: 2020.07.16 14:33:24 -04'00'
Associate General Counsel for CFX

<https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/429-153 SR 429 Widening West Road to SR 414/2 Contract/2.A Supplemental Agreements/SA 3/Moffatt 429-153 -SA3.docx>



MEMORANDUM

Date: May 11, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on March 2, 2020 and then updated on May 8, 2020 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional design and geotechnical services due to the additional PTSU structures, ITS, lighting and bridge design for the box girder bridges over CR 437A.

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

| | |
|---------------|---|
| \$ 575,563.97 | Moffat and Nichol as Prime |
| \$ 364,731.83 | <u>Additional Subconsultant Fees</u> |
| \$ 940,295.80 | Total Additional Subconsultant Fees |
| \$ 940,295.80 | Total Requested Contract Amendment Amount |

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$940,295.80.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File



1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746
(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

May 8, 2020

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

**Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 3**

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Extending the project limits to north of the Binion Road overpass
- Additional structural services for replacing the existing SR 429 bridge over CR 437A using steel box girders
- Implementing the new arc hazard criteria
- Implementing the PTSU gantry structures

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 429 WIDENING FROM
West Road to SR 414
Supplemental No. 3**

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

May 8, 2020

Exhibit A

SCOPE OF SERVICES

1.0 GENERAL

1.1 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.2 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

The additional services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 540+00) to north of the Binion Road overpass (Sta 572+35). Additional elements include milling & resurfacing, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.5 Geotechnical Investigation

- A. The work includes, additional boring for structures and geotechnical design support relative to foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

1. Perform site reconnaissance and utility clearance coordination relative to supplemental boring locations.
2. Perform 8 SPT borings and 4 auger borings spread between the existing ponds designated 200-3, 200-4 and 200-1A and Pond A, B2, B3, and 4 at the CR 437A interchange. Purpose of the borings is to explore the soil characteristics relative to poor pond performance
3. Conduct a total of 8 field permeability tests in the existing ponds (including 200-3, 200-4 and 200-1A) in order to explore the soil characteristics relative to poor pond performance
4. Perform a total of 20 SPT borings to a depth of 40 feet each for 10 new overhead sign structures required for the project. A mixture of cantilever and truss structures are proposed for a total of 20 new uprights with drilled shaft foundations.
5. Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, and corrosion series testing as appropriate.
6. Collect groundwater level measurements and estimate wet seasonal high groundwater tables.
7. Conduct geotechnical engineering evaluation and provide findings relative to exploration and testing in Ponds 200-3, 200-4, and 200-1A. Provide geotechnical support relative to potential improvements.
8. Provide geotechnical engineering evaluation and support relative to the new sign structure foundation support.

4.12 Roadway Design

A. Horizontal/Vertical Master Design Files

1. Extend project limits approximately 3,240 ft through the SR 414 interchange to maintain 3 lanes of traffic.
2. Cross Section Design Files- Additional cross sections for extended project limits

B. Traffic Control Analysis- Additional effort for extended project limits

C. Traffic Control Design Files - Additional effort for extended project limits

D. Roadway Plans

1. Profile Sheet-additional sheets required for extended project limits
2. Plan Sheet - Additional sheets required for extended project limits
3. Cross Sections- Additional cross sections required for extended project limits
4. Temporary Traffic Control Plan Sheets-additional sheets required for extended project limits
5. Temporary Traffic Control Cross Section Sheets- Additional cross sections required for extended project limits

4.13 Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including, new bridge designs for SR 429 bridge over Ocoee Apopka Road. The design shall use steel box girders. The additional services will include the following:
1. Provide design and preparation of construction drawings / specifications for the construction of a new steel box girder bridge with complex geometry due to span length, variable beam spacing and skew.
 2. Design and load rate the new steel box bridge structure for three (3) construction phases with different loading conditions.
 3. Prepare final and temporary bracing details needed for the bridge stability at each construction phase. Includes analysis of differential deflection, beam camber and concrete closure pours.
 4. Provide erection sequence plans with temporary structure supports for each construction phase
 5. Design and load rate new steel box girder bridge for the final condition.
- B. Evaluation of existing bridge approach retaining walls:
1. Review and analyze the existing retaining walls for possible extension due to the increase height of the new roadway profile. The existing walls consist of a soldier steel pile and wood lagging system with tieback anchors and a 12-in concrete fascia panel. This proprietary wall system was a redesign of the proposed steel sheet pile and tieback wall system shown on the previous project contract plans. The design was performed by Schnabel Foundation Company. The review analysis includes the following:
 2. Verification of the capacity of the existing tieback anchors subject to additional surcharge load at approximately 15 segments of the existing walls. The existing wall segments differ in wall height, tieback length and tieback location from top of wall.
 3. Design and evaluation of a similar wall system following the current walls alignment placing new soldier piles and tiebacks between the existing. The existing soldier pile and tieback anchors are spaced at 8-ft centers.
 4. Evaluation of a three-tier wall system to reduce impact on the existing tieback anchors. Options include MSE walls and/or cast in place walls.
- C. Sign structures: New structures required for the PTSR.
1. Original estimates were based on preliminary CSP, use of existing structures and use of FDOT standards for new. Conceptual Signing Plans (CSP) for the project was updated based on part time shoulder

use (PTSU). This supplement incorporates efforts associated with the proposed changes to the signing based on the new Conceptual Signing Plans (CSP) and implementation of the new PTSU Sign Structures guide standards. Following items are covered under this SA:

2. Reduced overhead cantilever structures from 8 to 5
3. 5 new half span PTSU structures with dual column supports in the median
4. 8 half spans with shared dual column support in the median
5. 4 Type 4 PTSU's with horizontal truss below tri-chord and dual column supports in the median
6. Implement the guide standards (32 sheets) and complete associated table of variables covering the different gantry types
7. We anticipate combination of FDOT Mathcad programs and use finite element programs for analysis, design and detailing.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 2. Two additional ponds for extension (no routing). Treatment and attenuation calculations will be prepared for the 2 existing ponds.
 3. Extend drainage maps.
 4. Additional structures for project extension.
 5. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: Ponds 200-3 and 201-A infiltration, Pond 200-1 grading.
 6. A pond siting report is not required.
 7. Assumes ponds will not need modifications for permitting criteria. Modifications required for permitting shall be added to the scope by Supplemental Agreement.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system
- C. CR 437A Interchange Modifications

1. Analysis and redesign for Ponds within the 437A interchange to account for the new wall locations. The following ponds will be included Pond A, B-1, B-2, B-3, C, D, 4.
2. Review and analysis of existing storm drain and offsite bypass drainage along CR 437A.
3. Additional structures to modify existing drainage basins.
4. Pond details for revised Pond A, B-1, B-2, B-3, C, D, and 4. Grading modifications (6) and control structures (4). No revisions to control structure or grading for Pond 5.

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria to extend the project limits to Sta 572+35.
- B. This supplemental agreement addresses the following scope additions.
 1. Project extension to the north on SR 429.
 2. Box girder lighting for CR 437A bridge.
 3. PTSU Lane Control Overhead Sign Lighting.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 23.2 Lighting Design Analysis Report
- 23.5 Reference and Master Design Files
- 23.8 Quantities
- 23.14 Quality Assurance/Quality Control
- 23.16 Supervision
- 23.17 Coordination
- 24.3 Tabulation of Quantities
- 24.5 Pole Data, Legend and Criteria
- 24.8 Plan Sheet
- 24.9 Special Details
- 24.13 Quality Assurance/Quality Control
- 24.14 Supervision

- C. The following steps are involved in detailed arc flash hazard analysis:
 1. Identify the locations of lighting load centers at the power service-entrance locations. Conduct a field visit to obtain any necessary data required for the arc flash hazard analysis.
 2. Data Collection
 3. Obtain the feeder conductor sizes and lengths starting the utility transformer and continuing to all devices included in the arc flash analysis.
 4. Obtain all circuit breaker and fuse amperage, manufacturer, model, and trip unit settings.

5. Utility Information - – Coordination is required with the local power company to gather technical information on their transformer including impedance, KVA rating, operating voltage, service voltage configuration and available fault current.
6. Prepare a One-Line Diagram of the system for each individual power service-entrance location. The results of analysis such as short circuit studies and arc flash hazard assessment shall be placed on the diagram.
7. Perform a short Circuit Study – Calculate the short circuit current in symmetrical RMS amperes for all buses or equipment, and for each possible operation mode.
8. Calculate arc current for every required equipment or bus.
9. Estimate arcing time by plotting Time-Current Curve and obtaining the trip time of branch and main circuit breakers.
10. Estimate arc flash incident energy for the equipment at the given distances. Evaluate incident energy for each type of possible connection and arc current changing through the series of breaker operations.
11. Determine the arc flash boundary.
12. The arc flash hazard analysis shall be documented in a detailed report. The report should include the following:
 - a. The name of person performing the assessment
 - b. The date of assessment.
 - c. All data collected and used in the assessment, including protective device settings.
 - d. Assumptions used in the absence of data.
 - e. The name of the software and the revision.
13. Provide documentation for all results related to incident energy and arc flash boundary for each equipment.
14. Arc Flash Labeling – Arc flash labels are to be placed on exterior cover of equipment at the power service-entrance locations. Equipment like, (a) Non-fused disconnect switch on the line side of meter, (b) service-entrance rated overcurrent protection device, (c) electrical distribution cabinet. Arc flash labels should be located in a place that is easily visible and readable from some distance. The label shall include nominal voltage, arc flash boundary, and site-specific level of personal protection equipment, minimum arc rating of clothing, available incident energy and the corresponding working distance. The labels shall be included in both the contract drawings and design documentation report.

4.17 Signing and Pavement Marking Plans

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

the local electric utility.

B. Signing

1. Truss locations (Interim/Ulimate) – PTSU gantries and type are marked on the latest CSP (10 new overhead structures). Gantry uprights (to the outside) are to be installed at the interim location, either outside the clear zone or guardrail setback requirements.

C. Median barrier connections - Construct now based on dead load, wind load, equipment. Dewberry to provide bolt pattern, bolt size, and loads, EORs to design foundation based on soils.

D. Pavement markings

E. Striping – Use Solid yellow like normal for inside edge of GP lanes (no additional striping/chevrons for shoulder).

F. Rumble strips – Place at current standard offset of 18” from GP lanes (this will be in future PTSU lane).

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans This supplemental agreement addresses the following scope additions.

1. Project extension to the north on SR 429.
2. PTSU Lane Control ITS equipment/infrastructure.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 33.7 Existing ITS System
- 33.9 Reference and Master ITS Design File
- 33.13 Quantities
- 33.19 Quality Assurance/Quality Control
- 33.20 Supervision
- 33.21 Coordination
- 34.6 Typical and Special Details
- 34.7 Plan Sheet
- 34.9 Fiber Optic Splice Diagrams
- 34.20 Quality Assurance/Quality Control
- 34.21 Supervision

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 8th day of April, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's December 16, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs remains unchanged at \$2,450,314.35.
 - b. The Direct Expenses (Lump Sum) remains unchanged at \$8,665.55.
 - c. The Subcontract Items are adjusted upwards by \$96,523.54 to \$2,424,054.67.
 - MASER \$96,523.54
 - d. The Allowance is adjusted downward by \$96,523.54 to \$276,965.43.

The Total Maximum Limiting Amount remains unchanged at \$5,160,000.00.

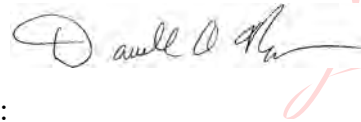
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.04.08 16:15:26 -04'00'
Director of Procurement

MOFFATT & NICHOL, INC.


Digitally signed by Darrell Nance
DN: cn=Darrell Nance, ou=Moffatt & Nichol,
email=dnance@moffattnichol.com,
c=US
Date: 2020.04.08 08:44:11 -04'00'

Witness: _____

By: _____

Print Name: Darrell Nance

Title: Vice President

Approved as to form and execution, only.


Diego "Woody"
Rodriguez Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.04.08 15:10:10 -04'00'

General Counsel for CFX

<https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/429-153 SR 429 Widening West Road to SR 414/2 Contract/2.A Supplemental Agreements/SA 2/Final/Moffatt 429-153 -SA2.docx>



MEMORANDUM

Date: January 21, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE 
Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on December 19, 2019 and then updated on January 20, 2020 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional survey and geotechnical services due to the extension of the project limits and additional existing drainage structures encountered in the field.

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

| | |
|---------------------|--|
| \$ 0.00 | Moffat and Nichol as Prime |
| <u>\$ 96,523.54</u> | <u>Additional Subconsultant Fees (Maser)</u> |
| \$ 96,523.54 | Total Additional Subconsultant Fees |
| \$ 96,523.54 | Total Requested Contract Amendment Amount |

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$96,523.54.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry
File



1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746
(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

December 16, 2019

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 2 (Additional Survey for extended project limits)

Dear Will:

Attached is our supplemental for additional survey for extending the project limits for this project in order to carry the proposed three-lane typical section through the SR 414 interchange and tie into the existing three-lane section to the north.

This amendment addresses obtaining the additional survey required to complete this design.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William A Terwilleger, P.E.
Project Manager

EXHIBIT "A" SCOPE OF SERVICES

27 SURVEY

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Tie Sufficient R/W & CL to Verify position of Alignment and R/W for additional 0.6 miles

27.5 Reference Points

Edit CTL/PNC sheets to account for 0.6 additional miles of ROW Determination

27.6 Topography/Digital Terrain Model (DTM) (3D)

24 acres of off topo survey and DTM including landscape areas in median and wooded areas along right of way

27.10 Underground Utilities

- Quality Level B Designating: Provide Utility Designates at
 - a. SR 429 Mainline – 0.6 miles x 2 utilities = 1.2 miles of DES
 - b. CFX will designate their FON, electrical and toll facilities within the SR429 ROW throughout project limits
 - c. Designating efforts include all other utilities except the CFX designated facilities

- Locates for verification of QLB and non-tuneable: Total Test Hole Bank:70
 - a. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 2

27.15 Pond Site Survey

3D DTM Survey of 2 Pond Bottoms.

27.18 Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

27.27 Work Zone Safety

Provide work zone as required by CFX standards.

27.28 Miscellaneous Surveys

Survey to map all utilities marked by CFX (FON & lighting)

27.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

27.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

27.33 Quality Assurance/Quality Control (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the CFX Surveying Office.

27.35 Coordination

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the CFX Surveying Office.

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 5th day of SEPTEMBER, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 29, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

- a. The Salary Related Costs remains unchanged at \$2,450,314.35.
- b. The Direct Expenses (Lump Sum) remains unchanged at \$8,665.55.
- c. The Subcontract Items are adjusted upwards by \$9,154.52 to \$2,327,531.13.
 - Page One (\$229,592.81)
 - NADIC \$238,747.33
- d. The Allowance is adjusted downward by \$9,154.52 to \$373,488.97.

The Total Maximum Limiting Amount remains unchanged at \$5,160,000.00.


3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

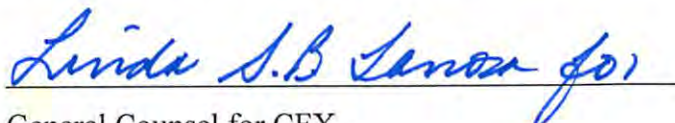
By: 
Director of Procurement

MOFFATT & NICHOL, INC.

Witness: 
Print Name: Bill Terwilliger

By: 
Title: VICE PRESIDENT

Approved as to form and execution, only.


General Counsel for CFX

\\dfsprd1\Store\Departments\Engineering\General\429-153 SR 429 Widening West Road to SR 414\2 Contract\2.A
Supplemental Agreements\SA 1\Moffatt 429-153 -SA1.docx



MEMORANDUM

Date: August 12, 2019
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on July 11, 2019 and then updated on July 25, 2019 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional geotechnical services due to the change of subconsultant and design approach.

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

| | |
|----------------------|---|
| \$ 0.00 | Moffat and Nichol as Prime |
| (\$ 229,592.81) | Removal of Page One as Subconsultant - Budget Remaining |
| <u>\$ 238,747.33</u> | <u>Addition of Nadic as Subconsultant</u> |
| \$ 9,154.52 | Total Additional Subconsultant Fees |
| \$ 9,154.52 | Total Requested Contract Amendment Amount |

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$9,154.52.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry
File



1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax: (407) 562-2031
www.moffattnichol.com

July 29, 2019

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

**Subject: RE: SR 429 Widening West Road to SR 414
Supplemental Agreement No. 1**

Dear Will:

As you are aware Page One has recently been acquired by NV5, a non-DBE firm. Continuing to utilize NV5 to complete roadway geotechnical services will affect our commitment to CFX to provide 20% DBE participation.

In addition, Rachel Andre is no longer working for Page One and would not be able to lead their efforts on this project as originally proposed. In order to fulfill our commitments to CFX, we have terminated the current subconsultant contract with Page One Consultants, Inc. and request to add Nadic Engineering Services, Inc. to provide roadway geotechnical services. They are well known to CFX and are a DBE certified firm. Dr. Godwin Nnadi, P.E. will lead their efforts. Dr. Godwin has worked on many CFX projects and is very familiar with your procedures.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

A handwritten signature in blue ink that reads "William A. Terwilleger".

William A Terwilleger, P.E.
Project Manager

July 11, 2019
(Revised July 23, 2019)

Moffatt & Nichol
1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

Attention: Mr. Bill Terwilleger, P.E.

RE: Fee Proposal for Geotechnical Investigations
S.R. 429 Widening
From West Road to S.R. 414
Orange County, Florida
CFX Project No: 429-153, S.A. #1
Nadic Project No.: PR. Geo.Re19024

Dear Mr. Terwilleger:

Nadic Engineering Services, Inc. (NADIC) pleased to submit this revise Fee Proposal for geotechnical engineering services based on the scope of services agreed upon with Central Florida Expressway Authority (CFX) and per discussion with you on June 25, 2019 as well as your emails dated June 25, 2019, July 2, 2019 and July 11, 2019, on above referenced project. We understand that the project will consist of the following elements:

- SR 429 mainline and ramp widening from West Road to State Road 414 (Maitland Boulevard Extension), approximate mainline length of 4.07 miles (21,500 linear feet), approximately 6,000 linear feet of ramps and 3,000 linear feet extension to Binion Road
- 12 bridge widening, including West Orange Trail Bridge, McCormick Road Bridge, Ocoee Apopka Road Bridge, SR 414 Bridge, and SB Exit Ramp Bridge to SR 414
- Signs and ITS poles
- Permanent retaining walls, Temporary Critical walls and Sound walls
- Roadway and Ramp widening
- Stormwater management pond modifications with project right of way
- Milling and resurfacing along the entire project limits.

Nadic scope of services is to perform geotechnical services for roadway widening only.

Geotechnical Project Approach:

The geotechnical evaluation will begin with a review of all available project information, and the proposed geotechnical exploration program. Additional resources include the Orange County Soil Survey, published Geological Surveys and bulletins and any other pertinent information that could be provided by the Central Florida Expressway Authority (CFX), including construction records. We will also conduct a field reconnaissance to assess conditions with respect to the anticipated geotechnical exploration and project construction.

The field-testing program will include Standard Penetration Test (SPT) borings, auger borings and muck probing where necessary. Nadic will stake the borings and obtain utility clearance prior to field exploration. Laboratory testing will be completed on selected soil samples in accordance with ASTM Standards and the project scope of services and will include organic and moisture content testing, sieve analysis, and Atterberg limit testing.

Field reconnaissance trips have been conducted to evaluate maintenance of traffic (MOT) and property access concerns for the field exploration program. Based on the reconnaissance performed, MOT is a major issue and public safety will be the first consideration. CFX and FDOT policies will be strictly enforced to insure public safety and compliance with the CFX and FDOT MOT procedures. If possible, our field work efforts will be conducted during off peak hours to minimize disturbance to motorists.

Our services for this project will consist of providing geotechnical engineering in general accordance with the Florida Department of Transportation (FDOT) and CFX requirements. Nadic's services will include field exploration, analysis evaluation, and development of engineering recommendations. This includes the following:

1. Coordination with Design Project Manager.
2. Coordination of boring locations, including field reconnaissance, mark boring locations at the site. Coordinate utility clearance and meetings with utility locators.
3. Obtain the necessary local permit for MOT and drilling.
4. Mobilization of truck and track mounted drill rig and men.
5. Perform field exploration for 510 roadway borings. For inside mainline widening, boring spacing is every 200 linear feet and one (1) boring per station for outside embankment widening.
6. Provide maintenance of Traffic (MOT) during the drilling operations.
7. Obtain eight bulk samples for limerock bearing ratio (LBR) tests
8. Perform muck probing, where appropriate
9. Visually examine all recovered soil samples and perform laboratory tests on selected representative soil samples. The laboratory testing will include sieve analysis, Atterberg limits, organic content, natural moisture content, and corrosion series test determinations, as appropriate.
10. Collect groundwater level measurements and estimate normal wet seasonal high groundwater tables. Existing groundwater will be obtained after sufficient time has elapsed for water table to stabilize and the estimated seasonal high groundwater will be based on the encountered soil stratigraphy, groundwater levels, USDA/NRCS information, review of rainfall data, review of roadway plans if available, and past experience with similar soil conditions.

11. Incorporate the results of the field testing in a formal geotechnical report.

The results of the field exploration and laboratory tests will be used in performing engineering evaluations and developing recommendations for design and construction of the final engineering design for the proposed Buck Road Bridge Replacement. Final reports including geotechnical design parameters and recommendations will be submitted per the requirements of the Scope of Services. Final report will incorporate results of the geotechnical information provided by Orange County Public Works Department on preliminary report prepared for this project as well as any additional field or laboratory test results and any special provisions for the contract plans.

Cost Estimate:

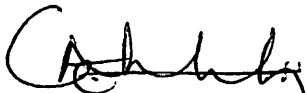
In accordance with the proposed scope of services and unit prices we estimate the total cost of our services based on total work effort and total staff hours to be **\$238,747.33**.

In accordance with CFX policy, we will not exceed the amount above without authorization from you. Our price will adhere to the attached fee schedule and remain under the authorized upset limit.

We sincerely appreciate the opportunity of submitting this fee proposal, and look forward to working with you, M&N and CFX once again. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,

NADIC ENGINEERING SERVICES, INC.



Godwin N. Nnadi, Ph.D., P. E.
Principal Engineer

Z:\Roadway\GNnadi\CFX\SR429_West Rod-SR 414_PR. Geo.Re19024

Attachment:

FDOT Spreadsheet: Work effort and Staff Hour - Geotechnical
Attachment A – Computation of Geotechnical Cost – Roadway

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
MOFFATT & NICHOL, INC.**

SR 429 WIDENING FROM WEST ROAD TO SR 414

CONTRACT NO. 001396, PROJECT 429-153

CONTRACT DATE: MARCH 14, 2019

CONTRACT AMOUNT: \$5,160,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

SR 429 WIDENING FROM WEST ROAD TO SR 414

DESIGN SERVICES

**CONTRACT NO. 001396
PROJECT 429-153**

MARCH 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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|----------------|---|
| AG | Agreement |
| A | Exhibit "A", Scope of Services |
| B | Exhibit "B", Method of Compensation |
| C | Exhibit "C", Details of Cost and Fees |
| D | Exhibit "D", Project Organization Chart |
| E | Exhibit "E", Project Location Map |
| F | Exhibit "F", Schedule |
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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 14th day of March 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and Moffatt & Nichol, Inc., hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL. 32746.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR429 Widening from West Rd. to SR 414 identified as Project No. 429-153 and Contract No. 001396.

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

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

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:

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| BASE Consultants, Inc. (Class I) | DRMP, Inc. (Class I) |
| Environmental Science Associates (Class I) | EPG Engineering (Class I) |
| Maser Consulting P.A. (Class I) | WBQ Design & Engineering, Inc. (Class I) |
| Ardaman & Associates, Inc. (Class II) | Maser Consulting P.A. (Survey) (Class II) |
| Page One Consultants, Inc. (Class II) | |

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$5,160,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5)

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

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL. 32746.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

17.0. DOCUMENTED ALIENS

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

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

18.0. E-VERIFY CLAUSE

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

the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

- 21.4. been engaged in business operations in Cuba or Syria; or
- 21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

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

By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

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

disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

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

24.0. GOVERNING LAW AND VENUE

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

25.0. NOTICE

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

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

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

Attn: General Counsel

To CONSULTANT: Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL. 32746
Attn: Bill Terwilleger, P.E.

Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL. 32746
Attn: Darrell Nance, P.E.

26.0. HEADINGS

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

27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0. ASSIGNMENT

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

29.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or

provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

30.0. INTEGRATION

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

31.0. ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map
- Exhibit "F", Project Schedule
- Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 14, 2019.

MOFFAT & NICHOL, INC.

BY: 
Authorized Signature

Print Name: ERIC NICHOL

Title: PRESIDENT / CEO

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Director of Procurement

Print Name: Aneth Williams

Effective Date: _____

'19 APR 1 PM 4:54

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

'19 APR 1 PM 5:02

County of Contra Costa }

On March 22, 2019 before me, N. Harris
(Here insert name and title of the officer)

personally appeared Eric Nichol
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

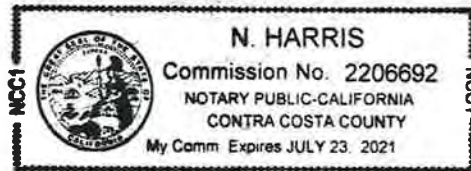
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 429 WIDENING FROM
West Road to SR 414**

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

February 25, 2019

Exhibit A
SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

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

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414. Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width (closed 40' median with median barrier). All mainline bridges within the project limits, W. Orange Trail, McCormick Road, Ocoee Apopka Road, SR 414, and the SB exit ramp to SR 414 will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Also included is replacing the existing mainline bridges at CR 437A with a new single span bridge including raise mainline profile for increased depth of structure. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

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

1.5 Term of Agreement for Design Services

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

- 1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

- 2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

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

- 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
- 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
- 3. The FDOT Design Manual, latest edition, shall be used for this project.
- 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

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

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

3.2 Geometry

The following criteria are to be incorporated into the design:

| DESIGN ELEMENT | EXPRESSWAY | | CROSSROADS/ COLLECTORS |
|---|------------|---|----------------------------------|
| | MAINLINE | RAMPS | |
| Design Speed, MPH | 70 mph | 30 mph (Loop) 50 mph (Diamond) 50 mph (Directional) | 30 Local 45 Urban 50 Rural |
| Horizontal Alignment Max. Curve, Degrees | 3° 30' | 24° 45' Loop 8° 15' Diamond 8° 15' Directional | 20° |
| Max. Superelevation, ft/ft. | 0.10 | 0.10 | 0.05 Urban 0.10 Rural |
| Lane Drop Tapers | | | |
| Transitions | 70:1 | 50:1 | |

| | Use spirals for curves > 1° 30' | Use spirals for curves > 1° 30' | Use spirals for curves > 1° 30' |
|----------------------------------|---------------------------------|--|-----------------------------------|
| Vertical Alignment Max. Grade | 3% | 5% to 7% (30 mph) 3% to 5% (50 mph) | 5% Arterial Rural 7% Collector |

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

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

Ramp Operations

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

Right of Way

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

3.3 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 326+50 +/-) to north of the SR 429 bridge over the SB exit ramp to SR 414 (Station 540+00). Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, W. Orange Trail, McCormick Road, Ocoee Apopka Road, SR 414, and the SB exit ramp to SR 414 will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Also included is replacing the existing mainline bridges at CR 437A with a new single span bridge including raise mainline profile for increased depth of structure. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

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

4.3 Preliminary Design Report - Review

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

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

layout for the project.
B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items:

1. Horizontal sight distance and outside widening through first horizontal curve
2. Potential tier wall along Golf Course for flattening slopes
3. Possible redesign of the interchange at CR 437A, including replace existing bridges
4. MSE walls at McCormick Road, settlement issues, pipe inspection
5. Concrete pavement widening at Toll Plaza
6. McCormick Road bridge constraint due to 69KV line
7. Pavement analysis
8. Expressway Median treatment
9. Hydroplane analysis
10. Lane Drop Analysis at SR 429 and SR 414 Interchange
 - a. Provide alternative analysis for the mainline and ramp connections at the SR 414 interchange detailing the operational results of a No-Build and Build scenarios using comparative analysis. The Build scenario includes carrying a lane drop thru the SR 414 interchange. The No-Build and Build scenarios will be tested in an existing year, an interim year, and a horizon year. The specific existing, interim, and horizon years shall be determined in discussions with CFX staff.
 - b. If the existing, interim, and horizon years for the lane drop analysis are determined to be different from the years provided by CFX, M&N will perform a straight-line interpolation between the available years to produce the traffic for the target years. If any targeted year is outside of the traffic years provided by CFX, M&N will reduce or grow the traffic from the provided year by 2 percent per year to the targeted year.
All Daily traffic (AADT) provided, or interpolated, shall be converted to peak hour volumes using peak hour factors derived from provided counts, or using factors recommended by CFX staff.
 - c. Traffic entering and exiting the mainline using the SR 414 interchange will be assigned using existing count percentages. M&N will review current travel demand model future runs to determine if land use adjacent to the SR 414 interchange requires the split of traffic entering and exiting the mainline to be adjusted.

Any assumption that changes the future percentages of entering and exiting traffic from the interchange will be documented.

- d. M&N will develop a No-Build traffic operations model in Synchro. The limits of the model shall include the on and off ramps to SR 414 to the north, and the on and off ramps on the north side of Ocoee Apopka Road to the south. The model shall include all ramps at the SR 414 interchange, and part of SR 414. The No-Build existing year model shall be calibrated using field observations of existing queuing and operations.
- e. After the No-Build existing year model is deemed to provide a reasonable base for analysis, a Build model shall be produced by utilizing the No-build model and performing editing to create the Build scenario. Both models will be updated for the future years by updating the traffic based on the future years traffic forecast. Because the improvement being tested in the Build scenario will not induce traffic demand, or change the travel route, both the No-Build and the Build models shall utilize the same traffic forecasts and the same entering and exiting traffic assignments.
- f. M&N will output Measures of Effectiveness (MOEs) from the No-Build and Build models for performing comparative analysis. The MOEs will be documented for each scenario, for each year, and the differences shall be noted.

The comparative analysis shall include a matrix of MOEs by scenario and year that highlights the differences in performance. A narrative will also be provided that details the operations indicated from the Synchro traffic simulation runs.
- g. M&N will prepare a traffic operations analysis technical memorandum including the results of microscopic simulation analyses. The memorandum will include all traffic, assumptions, and traffic assignments. The memorandum will include traffic figures showing the daily and peak hour traffic utilized for the Build and No-Build scenarios for the existing, interim, and future years. A digital copy of the Draft Technical Memorandum will be prepared for CFX staff to review and revised based on any comments provided. The comments provided by CFX staff on the Draft Technical Memorandum will be addressed in the Final Technical Memorandum.

4.4 Surveys and Mapping

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

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

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

- B. Alignment

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

- C. Reference Points

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

- D. Bench Levels

1. Bench marks are included on control points

- E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" = 50' display scale shall be conducted by the Consultant.
2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.

3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.
4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.
5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.
6. Water Retention Areas/Floodplain Compensation Ponds –survey data to create complete DTM. Location of all existing features on site. Estimated number of ponds = 2.
7. Line cutting and work zone safety as necessary to complete the above scope items.

F. Drainage Survey

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

G. Underground Utilities

1. Quality Level B Designating: Provide Utility Designates at
 - a. SR 429 Mainline - 5.4 miles x 1 utilities = 5.4 miles of DES
 - b. CFX will designate their FON, electrical and toll facilities within the SR429 ROW throughout project limits
 - c. Designating efforts include all other utilities except the CFX designated facilities
 - d. S Binion Rd - .1-mile x 2 utilities = .2 miles of DES
 - e. Maitland Blvd Ext. - 2.33-mile x 1 utilities = 2.33 miles of DES
 - f. Harmon Rd - .21-mile x 4 utilities = .84 miles of DES
 - g. Ocoee Apopka Rd - .35-mile x 4 utilities = 1.40 miles of DES
 - h. W McCormick Rd - .13-mile x 5 utilities = .65 mile of DES
 - i. W Orange Trail - .06-mile x 2 utilities = .12 mile of DES
 - j. Clarcona Ocoee Rd - .14-mile x 5 utilities = .70 mile of DES
2. Locates for verification of QLB and non-tonables : Total Test Hole Bank:70
 - a. - Cross Streets/Interchange - 1 cross section per cross street (22 utilities) = 22 THs
 - b. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 26

3. Quality Level A Locating - Total Test Hole Bank: 230
 - a. SR 429 Mainline: 10 - Overhead Truss Signs (100THs), 8 - Overhead Cantilever Signs (40THs), 14 - Multi-post Signs (56THs), 2 - Box Culvert Ext. (4THs), 10 - CCTV Poles (10THs), 4 - Misc. Drainage Structures (4THs)
 - b. Ocoee Apopka Rd: 6 - Signal Mast Arms (30THs)
 - c. Noise Wall, MSE Wall, Miscellaneous locating (20THs)
4. Survey
 - a. Stake all proposed sign, signal, and structure locations prior to QLA locating
 - b. Map all utility designates and locates (including FON and electrical lighting marked by CFX)
- H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for engineering design.
- I. Bridge Survey

Provide bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.
- J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC: anticipate ±xx mile of wetland delineation (includes surveying flagging for surface waters or roadside ditches).
- K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.
- L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.
- M. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points.
- N. CFX ITS/FON

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

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

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

4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary

laboratory testing of materials.

- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.
- C. Milling and resurfacing limits extend from approximately Station 1106+20 to north of West Road, approximately Station 335+00. Portions of ramps at gore areas impacted by widening are included.
- D. Full depth pavement shall be provided in the median shoulders, except for 3' adjacent to the median barrier.

4.8 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation

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

4.9 Governmental Agency and Public Meetings

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

4.10 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges
13. FDEP permit modifications for SR 429 and SR 414 permits for stormwater criteria associated with additional impervious surfaces. No USACE permitting anticipated.
14. Species-specific survey for gopher tortoise (burrows likely along the outer ROW perimeter and within dry ponds
15. USFWS coordination to obtain concurrence that sand skink surveys are not warranted in previously disturbed/maintained grass ROW.
16. Pre-application meeting with FDEP

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.

- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 - 1. Cover sheet (key sheet)
 - 2. Summary of Pay Items
 - 3. General notes
 - 4. Summary Quantities sheets
 - 5. Project Layout
 - 6. Typical roadway sections
 - 7. Typical roadway details
 - 8. Plans and profiles (plans at 1" = 50' scale)
 - 9. Interchange layout plans
 - 10. Ramp Terminal Details
 - 11. Crossroad plans and profiles (1" = 50' scale)
 - 12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
 - a. Earthwork quantities
 - 13. Traffic Control Sheets including Temporary Drainage
 - 14. Utility Adjustment Sheets - as deemed necessary
 - 15. Details
 - 16. Special provisions
 - 17. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the

alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.

- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
1. Complete Bridge Widening designs will be provided for widening of the following bridges:
 - a. W. Orange Trail SB – inside widening
 - b. W. Orange Trail NB – inside widening
 - c. McCormick Road SB – inside widening
 - d. McCormick Road NB – inside widening
 - e. Ocoee Apopka Road SB – inside widening or Bridge Replacement
 - f. Ocoee Apopka Road NB – inside widening or Bridge Replacement
 - g. Harmon Road SB – inside & outside widening
 - h. Harmon Road NB – inside widening
 - i. SB exit ramp to SR 414SB – inside widening
 - j. SB exit ramp to SR 414NB – inside widening
 2. Retaining walls (may vary based on final design limits)
 - a. Permanent MSE walls:
 - i. Wall extension at Ocoee Apopka Road SB, south abutment – approximately 100 LF
 - ii. Wall extension at Ocoee Apopka Road SB, north abutment – approximately 100 LF
 - iii. Wall extension at Ocoee Apopka Road NB, south abutment – approximately 100 LF
 - iv. Wall extension at Ocoee Apopka Road NB, north abutment – approximately 100 LF
 - b. Critical Temporary Walls
 - i. Wall for construction of Ocoee Apopka Road Bridge replacement (4 total)
 3. Box Culverts – Raise head wall of conspan structure
 4. Approach slabs for bridge widenings
 5. Summary quantity tables
 6. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.

7. Stage construction-sequencing details will consist of bridge cross sections showing demolition and construction phases with corresponding traffic positions and will be coordinated with the maintenance of traffic plans.
 8. Sign\Signal structures: To replace existing structures impacted by the widening and provide additional anticipated sign structures.
 - a. 8 Overhead Cantilever Sign Structures
 - b. 7 full trusses (static + 1-line DMS) analyze for new panels/new loading and 1 replacement truss and 1 midspan DMS
 - c. Two signal structures are anticipated.
 - d. Three CCTV poles
 9. Structural design of sound walls. 4000 LF
 10. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review and approval.
- C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 2. Finalize the pond design at the 30% submittal. Modify 13 existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area. Treatment and attenuation calculations will be prepared for 13 existing ponds. Modify outfall control structures for 6-lane configuration for 13 existing pond structures.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments

at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
 8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

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

5. Project Layout sheet
 6. Plans sheets (plans at 1" =50' scale)
 7. Service point detail
 8. Special Details
-
- D. Lighting Justification Report is not required
 - E. Lighting design analysis report
 - F. SR 429 Proposed roadway lighting design limits: West Road (approximate Sta 325+00) to north of SR 414 (approximate Sta 540+00)
 - G. Lighting approach: Retrofit existing conventional HPS lighting system with conventional LED fixtures within the defined lighting limits. Replace existing conventional lighting system where spacing does not accommodate widening at West Road realignment and Ramp Gores. Retrofit existing conventional light poles to remain/relocate with LED fixtures. Add lighting system along SR 429 in 0.5-mile gap between McCormick Road and CR 437A interchange lighting. Replace existing load centers.
 - H. Design to accommodate the proposed 6-lane typical section (includes full inside and outside shoulders).
 - I. Underdeck lighting at all impacted bridge sites. No remote drivers anticipated since no work over high volume roads.
 - J. Sign lighting within project signing limits.

4.16 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
 1. The Consultant shall prepare maintenance of traffic plans at scale of 1" =50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 2. The Consultant shall investigate the need for temporary traffic

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

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).
- D. The following existing structures will be impacted by the widening and need to be replaced; six (6) cantilevers, three (2) span trusses (one full and one-half span), two (2) bridge mount, and twelve (12) multi-post sign structures.

4.18 Signalization Plans

- A. Signal plans are not anticipated for this improvement. If requested, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).
- C. SR 429 NB off-ramp @ CR 437A
 1. 1 mast arm replacement and re-looping for new dual left turn lanes on CR 437A
 2. Fiber interconnect replacement due to new bridge impacts
- D. SR 429 SB off-ramp @ CR 437A
 1. 1 mast arm replacement and re-looping for new dual left turn lanes

on CR 437A

2. Fiber interconnect replacement due to new bridge impacts

4.19 Right-of-Way Surveys

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

4.20 Cost Estimates

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

4.21 Special Provisions and Specifications

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

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)

- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable splice details for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- p. Grounding
- q. Table of quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- u. Relocation/replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- v. Relocation/replacement/upgrade of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- w. Relocation/ replacement of existing dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction.
- x. Relocation/ replacement/upgrade of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- y. Wrong-Way Detection RRFBs for SR 429 off-ramps to CR 437A road are to remain as-is.
- z. Toll Violation Structure: Northbound and southbound structure and associated control circuit to be removed due to inside widening.

aa. Accommodate conduit and access pull boxes for future Part Time Shoulder Running (PTSR) ITS where reasonable.

3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
 - a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls

| Summary of Assumed FON Impacts | |
|---|---|
| FON Backbone | Notes |
| SR 429 NB: FOMH-429-28.4A-NB to FOMH-429-29.8-NB | CR 437A bridge replacement and existing FON attachment to bridge deck |
| SR 429 SB: FOMH-429-28.4-SB to FOMH-429-29.8-SB | CR 437A bridge replacement and existing FON attachment to bridge deck |
| SR 429 NB: FOMH-429-26.7-NB to FOMH-429-27.1-NB | Outside widening through the horizontal curve near West Rd |
| FON Drops/Laterals | Notes |
| Multiple locations along SR 429 NB/ SB | Cut/fill grade changes or wall construction along the outside roadway embankments |

| Summary of Assumed Device Impacts | |
|--|--|
| 3-Line Walk-in DMS Sites | Notes |
| DMS-429-28.2-NB | To be relocated to new structure due to inside widening impacting existing structure |
| 2-Line Toll DMS Sites | Notes |
| DMS-429-26.9-NB | To be relocated to new structure due to outside widening impacting existing structure near West Rd |

| | |
|-----------------------|--|
| DMS-429-27.5-NB | To be relocated about existing structure due to additional thru lane created by widening |
| DMS-429-27.9-SB | To be relocated about existing structure due to additional thru lane created by widening |
| DMS-429-28.3-SB | To be relocated about existing structure due to additional thru lane created by widening |
| CCTV Sites | |
| | Notes |
| CCTV-429-26.6-SB | To remain as-is |
| CCTV-429-26.9-NB | To be replaced due to outside widening near West Rd |
| CCTV-429-27.4-NB | To remain as-is |
| CCTV-429-27.5-SB | To remain as-is |
| CCTV-429-28.0-SB | To remain as-is |
| CCTV-429-28.2-SB | To remain as-is |
| CCTV-429-28.4-NB | To remain as-is |
| CCTV-429-29.0-NB | To be replaced due to bridge replacement at CR 437A |
| CCTV-429-28.8-SB | To remain as-is |
| CCTV-429-30.0-NB | To remain as-is |
| CCTV-429-30.3-SB | To remain as-is |
| CCTV/TMS Sites | |
| | Notes |
| CCTV/TMS-429-26.8-NB | To be replaced due to outside widening near West Rd |
| TMS Sites | |
| | Notes |
| TMS-429-27.9-SB | To be adjusted/modified due to additional thru lane created by widening |
| TMS-429-28.7-NB | To be adjusted/modified due to additional thru lane created by widening |
| TMS-429-29.5-NB | To be adjusted/modified due to additional thru lane created by widening |
| TMS-429-29.8-SB | To be adjusted/modified due to additional thru lane created by widening |

| | |
|----------------------------------|--|
| TMS-429-29.8A-SB | To be adjusted/modified due to additional thru lane created by widening |
| TMS-429-30.0-NB | To be adjusted/modified due to additional thru lane created by widening |
| DCS Sites | |
| | Notes |
| DCS-429-26.9-SB | To be replaced due to outside widening impacting existing structure near West Rd |
| DCS-429-28.7-NB | To be upgraded due to additional thru lane created by widening |
| DCS-429-29.7-SB | To be upgraded due to additional thru lane created by widening |
| DCS-429-30.0-NB | To be upgraded due to additional thru lane created by widening |
| Wrong-way Detection Sites | |
| | Notes |
| WWD-429-28.8-NB | To remain as-is |
| WWD-429-29.0-SB | To remain as-is |
| Load Center Sites | |
| | Notes |
| ESM-429-26.9-SB | To be upgraded to standard due to impacts to existing connected devices |
| ESM-429-26.9-NB | To be upgraded to standard due to impacts to existing connected devices |
| ESM-429-27.7-SB | To remain as-is |
| ESM-429-28.0-SB | To remain as-is |
| ESM-429-28.2-NB | To be upgraded to standard due to impacts to existing connected devices |
| ESM-429-28.2-SB | To remain as-is |
| ESM-429-29.0-NB | To be upgraded to standard due to impacts to existing connected devices |
| ESM-429-29.8-NB | To remain as-is |
| ESM-429-30.3-SB | To remain as-is |

B. Splice and Cable Routing Details

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

re-termination of drop or end to end (butt) splices.

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

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

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

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

4.23 Toll Plazas

- A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.24 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental

Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

- B. The Consultant shall support the post design process as follows:
 - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material

presented for review in a prompt manner recognizing a construction contract is underway.

- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

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

5.2 Traffic Data

A. CFX will provide the following design traffic data:

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

5.3 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

6.2 Utility Agreements

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

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and

answer questions on a limited scope.

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

6.6 Environmental Permits

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

6.7 Conceptual Specialty Design

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

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

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

7.2 CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.

- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
 - 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
 - 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
 - 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
 - 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 - 1. Determine and highlight critical path work from initial plans as work

progresses.

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

7.5 Work Progress

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

7.6 Schedule

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

7.7 Project Related Correspondence

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

7.8 Quality Control

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

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

7.9 Consultant Personnel

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

7.10 Site Visit

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations

corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
1. Field survey notes and computations.
 2. Design criteria used for the project.
 3. Geometric design calculations for horizontal alignment.
 4. Vertical geometry calculations.
 5. Drainage calculations
 6. Structural design calculations.
 7. Geotechnical report.
 8. Hydraulics Report for each bridged stream crossing.
 9. Earthwork calculations not included in the quantity computation booklet.
 10. Calculations showing cost comparisons of various alternatives considered, if applicable
 11. Computations of quantities.
 12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
 13. Lighting and voltage drop calculations.
 14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)
 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction

process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.
 - f. Interchange supplemental maps prepared.
 3. Typical Section Sheets
 - a. Ramp typical sections developed.
 - b. Pavement structure shown.
 - c. Special details developed.
 - d. General notes shown.
 4. Plan and Profile Sheets
 - a. Centerline plotted.

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

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

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

- 1. Key Map
 - a. Project description and number shown.

- b. Equations, exceptions and bridge stations shown.
 - c. North arrow and scale included.
 - d. Consultant and CFX sign-off included.
 - e. Contract set index complete.
 - f. Index of sheets updated.
2. Drainage Maps
- a. Flood data shown.
 - b. Cross drains and storm sewer shown.
 - c. Bridges shown with beginning and ending stations.
 - d. Interchange supplemental sheets updated.
3. Typical Section Sheets
- a. All required typical sections are included.
 - b. Limited access right-of-way lines are shown.
 - c. Design speed and traffic are shown.
 - d. Special details have been completed.
 - e. Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a. Match lines shown.
 - b. Limited access right-of-way lines shown.
 - c. Stations and offset shown for all fence corners and angles.
 - d. All work shown should be within right-of-way or proposed easement.
 - e. Drainage structures and numbers are shown.
 - f. Drainage ponds shown.
 - g. Curve data and superelevation included.
 - h. Pavement edges, shoulders and dimensions shown.
 - i. Project and construction limits shown.
 - j. Bridges shown with beginning and ending stations.
 - k. General Notes.
5. Drainage Structures
- a. Drainage structures plotted and numbered.
 - b. Station location and offsets identified.
6. Cross Sections
- a. Templates are shown at all stations.
 - b. Limited access right-of-way lines are shown.
 - c. Cross section pattern sheet included.
 - d. Miscellaneous notes included.
 - e. Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details

- a. Geometric data shown.
 - b. Profiles finalized.
 - c. Coordinate data shown.
 - d. Limited access right-of-way lines shown.
 - e. Curve data shown.
 - f. Bearings and bridges shown.
 - g. Cross roads, frontage roads, and access roads shown.
 - h. Intersection details shown.
- 8. Traffic Control Plans
 - 9. Utility Adjustments
 - 10. Signing and Pavement Marking Plans
 - 11. Intelligent Transportation System (ITS) Plans
 - 12. Highway Lighting Plans
 - 13. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
 - 1. Key Map
 - a. Length of Project with exceptions shown.
 - b. Index of sheets updated.
 - 2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown.
 - b. Elevation datum and design high water information shown.
 - c. Disclaimer and other appropriate notes added.
 - 3. Typical Section Sheets
 - 4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.

- b. Limits of side road construction.
 - c. Angle and stationing for intersections.
 - d. Treatment for non-standard superelevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
5. Drainage Structures
- a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.
6. Soil Borings
- a. Soils data and estimated high seasonal groundwater table shown.
7. Cross Section Sheets
- a. Scale and special ditch grades shown.
 - b. Utilities plotted.
 - c. Sub-excavation shown.
 - d. Volumes computed and shown.
8. Utility Relocation Plans
- a. Utility relocation plans prepared.
9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Signalization Plans
12. Intelligent Transportation System (ITS) Plans
13. Highway Lighting Plans
14. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans**
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans**
- 7.21 Bid Set**

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 20, 2020

SUBJECT: Approval of First Contract Renewal with Shutts and Bowen, LLP
for Right-of-Way Counsel Services
Contract No. 001431

Board approval is requested for the first renewal of the referenced contract with Shutts and Bowen, LLP in the amount of \$600,000.00 for one year beginning on February 28, 2021 and ending February 27, 2022. The original contract was for three years with two one-year renewal options.

The services to be performed under this renewal include providing right-of way, real estate and eminent domain services as needed by CFX.

| | |
|-------------------|----------------------|
| Original Contract | \$2,190,000.00 |
| First Renewal | <u>\$ 600,000.00</u> |
| Total | \$2,790,000.00 |

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

Reviewed by: *Woody Rodriguez*
Woody Rodriguez
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001431**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 10th day of December 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Shutts and Bowen, LLP, a Florida corporation, hereinafter called the (“Counsel”). CFX and Counsel are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on February 8, 2019, CFX and the Counsel entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Counsel to provide right-of-way counsel services.

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

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Counsel agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on February 28, 2021 and end on February 27, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$600,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Counsel pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

SHUTTS AND BOWEN LLP

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2020 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
SHUTTS AND BOWEN, LLP**

RIGHT-OF-WAY COUNSEL SERVICES

(This contract number has been changed to 001431)

CONTRACT NO. 001401

CONTRACT DATE: FEBRUARY 08, 2018

CONTRACT AMOUNT: \$2,190,000.00

**CONTRACT, SCOPE OF SERVICES, FEE SCHEDULE, AND
POTENTIAL CONFLICT DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES, FEE SCHEDULE, AND POTENTIAL
CONFLICT DISCLOSURE FORM**

RIGHT-OF-WAY COUNSEL SERVICES

CONTRACT NO. 001401

FEBRUARY 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001401**

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001401**

THIS AGREEMENT (“Agreement”) is entered into as of February 08, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 hereinafter (“CFX”), and SHUTTS AND BOWEN, LLP, a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 300 S. Orange Avenue, Suite 1600, Orlando, Florida 32801 hereinafter (“COUNSEL”).

WITNESSETH:

WHEREAS, CFX desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on November 13, 2017, CFX issued a Request for Proposals for Right-of-Way Counsel Services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on January 24, 2018, and the recommendation of the Right-of-Way Committee at its meeting held on January 24, 2018, the Board of Directors of CFX at its meeting held on February 08, 2018, selected COUNSEL to serve as Right-of-Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

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

1. SERVICES

CFX does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to CFX right-of-way matters as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit “A.”**

2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE

Although CFX currently anticipates using the services of COUNSEL, CFX provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide CFX under this Agreement.

It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. CFX designates the CFX’s General Counsel or Deputy General Counsel as the CFX employees to whom all communications pertaining to the day-to-

day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

3. RESPONSIBILITIES OF COUNSEL

COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist CFX in other areas of responsibility as deemed necessary by CFX.

COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

COUNSEL designates David A. Shontz, as the primary attorney to provide services to CFX and will be assisted from time to time by other members of the firm, as (he) (she) deems appropriate to the needs of the particular activity.

COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

4. PAYMENT FOR SERVICES AND BILLING

In consideration of the promises and the faithful performance by COUNSEL of its obligations, CFX agrees to pay an amount not-to-exceed \$2,190,000.00 based on an hourly rate fee schedule attached hereto as **Exhibit "B"**. CFX will not provide a retainer and there will be no increase in the rates during the three year term of the agreement.

Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

Reasonable expenses of transportation, when traveling outside of Orlando, pursuant to Section 112.061, Florida Statutes.

COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits.

COUNSEL will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed \$400, that COUNSEL will first obtain permission from the General Counsel's Office to exceed such amount.

COUNSEL will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

Express approval by CFX's Board is required before the retention of consultants equal to or in excess of \$25,000. Written authorization from the General Counsel's Office is required for consultant or expert contracts less than \$25,000.

5. GENERAL TERMS AND PAYMENT

COUNSEL shall have a documented invoice procedure and shall invoice CFX as designated by CFX. CFX will pay COUNSEL within thirty (30) days of receipt of a valid invoice.

COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

6. TERM

This Agreement shall become effective February 28, 2018, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years, with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

7. CONFLICT OF INTEREST AND STANDARDS OF CONTACT

No Contingent Fees. COUNSEL warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for COUNSEL, to solicit or secure this Contract, and that COUNSEL has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration,

contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

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

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

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

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

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

8. LOSS OF ESSENTIAL LICENSE

The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of CFX whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

9. INSOLVENCY

If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

10. TERMINATION

CFX may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

10.1 immediately discontinue all services affected (unless the notice directs otherwise); and

10.2 deliver to CFX all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

11. ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

12. OWNERSHIP OF DOCUMENTS

All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of CFX after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into any subcontracts.

13. AUDIT AND EXAMINATION OF RECORDS

13.1 Definition of Records:

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

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead

rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from CO-COUNSELS, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by COUNSEL in determining a price.

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

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

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

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

14. PUBLIC RECORDS

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

Notwithstanding the section on “Press Releases,” COUNSEL 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 COUNSEL 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, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, and to:

14.1. Keep and maintain public records required by the public agency to perform the service.

14.2. 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.

14.3. 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 COUNSEL does not transfer the records to the public agency.

14.4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of COUNSEL or keep and maintain public records required by the public agency to perform the service. If COUNSEL transfers all public records to the public agency upon completion of the contract, COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNSEL keeps and maintains public records upon completion of the contract, COUNSEL 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 COUNSEL in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), COUNSEL shall immediately notify the CFX. In the event COUNSEL has public records in its possession, COUNSEL shall comply with the Public Records Act and COUNSEL must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by COUNSEL to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the COUNSEL to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

15. PRESS RELEASES

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

16. INDEPENDENT CONTRACTOR

COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among CFX and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of CFX for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner.

17. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT.

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

COUNSEL further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;

may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a COUNSEL, supplier, CO-COUNSEL, or consultant under a contract with any public entity; and may not transact business with any public entity.”

19. NOTIFICATION OF CONVICTION OF CRIMES

COUNSEL shall notify CFX if any of COUNSEL’s Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

20. INSPECTOR GENERAL

COUNSEL understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and CO-COUNSELS to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

21. E-VERIFY

COUNSEL 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 COUNSEL during the term of the contract. COUNSEL shall require all of its CO-COUNSELS to verify the employment eligibility of all new employees hired by the CO-COUNSELS during the term of the Agreement.

22. INDEMNIFICATION

The COUNSEL shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys’ fees, arising out of any act, error, omission or negligent act by the COUNSEL, its agents, employees, subconsultants, or co-counsels during the performance of the Agreement, except that neither the COUNSEL, its agents, employees, subconsultants, nor any of its co-counsels will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers or employees during the performance of the Agreement.

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

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the COUNSEL, CFX and the COUNSEL will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the COUNSEL

in the defense of the lawsuit or to request that the COUNSEL defend CFX in such lawsuit as described in this section. CFX's failure to notify the COUNSEL of a notice of claim will not release the COUNSEL from any of the requirements of this section upon subsequent notification by CFX to the COUNSEL of the notice of claim or filing of a lawsuit. CFX and the COUNSEL 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. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

The COUNSEL 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 COUNSEL shall, at its expense, hold harmless and defend the CFX against any claim, suit or proceeding brought against the 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 COUNSEL shall pay all damages, costs, charge, expense, and attorney's fees, awarded against the CFX.

23. INSURANCE.

The COUNSEL, 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 COUNSEL shall require and ensure that each of its subconsultants and co-counsels 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 COUNSEL shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The COUNSEL shall require all insurance policies in any way related to the work and secured and maintained by the COUNSEL to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The COUNSEL shall require of subconsultants and co-counsels, 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 COUNSEL 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 COUNSEL enter into such an agreement on a pre-loss basis. At the COUNSEL's expense, all limits must be maintained.

23.1 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. 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. The COUNSEL 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.

23.2 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 COUNSEL does not own automobiles the COUNSEL 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.

23.3 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 COUNSEL, its employees, agents, co-counselors, and subconsultants.

23.4 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 COUNSEL.

The COUNSEL 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 COUNSEL manuscript policies.

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

All such insurance required by the COUNSEL 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 COUNSEL'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 COUNSEL'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.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If COUNSEL 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, COUNSEL may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. 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:

25.1 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

25.2 Payment to COUNSEL for satisfactory work performed or for termination expenses, if applicable; and

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

25.4 Obligations upon expiration or termination of the Contract; and

25.5 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.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

27. APPROPRIATION OF FUNDS

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

28. NO ASSIGNMENT

The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX.

29. AMENDMENT

No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Scope of Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

30. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CFX:

Mr. Joseph Passiatore, General Counsel
Ms. Linda Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

Mr. David A. Shontz, Partner
Shutts and Bowen, LLP
300 S. Orange Ave, Suite 1600
Orlando, Florida 32801

31. WAIVER

The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX's right to strictly enforce such terms and conditions thereafter.

32. SEVERABILITY

Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

33. RIGHTS AT LAW RETAINED

The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

34. APPLICABLE LAW; VENUE

This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

35. ENTIRE AGREEMENT

It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

36. EXHIBITS

This Contract references the exhibits listed below.

| | |
|-------------|------------------------------------|
| Exhibit "A" | Scope of Services |
| Exhibit "B" | Fee Schedule |
| Exhibit "C" | Potential Conflict Disclosure Form |

SIGNATORY PAGE

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on February 08, 2018.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Aneth Williams

2018 FEB 19 AM 8:10

SHUTTS AND BOWEN LLP

By: 

Print Name: Shutts & Bowen LLP

Partner
Title

ATTEST:  (Seal)



Approved as to form and execution, only.


General Counsel for CFX

Exhibit “A”

Scope of Services

EXHIBIT "A"

SCOPE OF SERVICES RIGHT-OF-WAY COUNSEL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by CFX. Services are non-exclusive and shall apply to those future right-of-way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the following:

1. Working with and under the supervision of CFX's General Counsel's office and Right-of-Way Committee to provide right-of-way, real estate and eminent domain services as needed by CFX.
2. Coordinating with CFX's right-of-way acquisition agent(s), project engineers, appraisers, planning consultants and other CFX consultants to plan and effectuate right of way easements and other property interests required for future CFX projects.
3. Coordinating with CFX's right of way acquisition agent(s), to negotiate voluntary contract purchases and settlements of right of way acquisition.
4. Handling all aspects of real estate due diligence, including title review, survey review, appraisal review and environmental assessment review. Counsel shall provide real estate closing services for purchases and sales of property.
5. Coordinating as needed with other right-of-way or eminent domain counsel designated by CFX
6. Coordinating surplus property contract negotiations and closings with CFX's real estate broker(s) and land agent(s).
7. Reporting regularly to CFX's Right-of-Way Committee and on an as-needed basis to the CFX Board.
8. Providing input on project budgets and cash flow as requested by CFX.
9. Coordinating with the designated communications and public records officers to respond to real estate and right-of-way related public records inquiries.
10. Providing additional services related to real estate or right-of-way matters as from time to time may be requested and authorized by CFX.

End of Scope of Services

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 20, 2020

SUBJECT: Approval of First Contract Renewal with Nelson Mullins Riley and Scarborough LLP for Right-of-Way Counsel Services
Contract No. 001477

Board approval is requested for the first renewal of the referenced contract with Nelson Mullins Riley and Scarborough LLP in the amount of \$600,000.00 for one year beginning on February 28, 2021 and ending February 27, 2022. The original contract was for three years with two one-year renewal options.

The services to be performed under this renewal include providing right-of way counsel services as needed by CFX.

| | |
|-------------------|----------------------|
| Original Contract | \$2,190,000.00 |
| First Renewal | <u>\$ 600,000.00</u> |
| Total | \$2,790,000.00 |

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

Reviewed by: *Woody Rodriguez*
Woody Rodriguez
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001477**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 10th day of December 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Nelson Mullins Riley and Scarborough LLP, a South Carolina limited partnership, hereinafter called the (“Counsel”). CFX and Counsel are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on February 8, 2019, CFX and the Counsel entered into a Contract Agreement (the “Original Agreement”) and on November 21, 2019 entered into an Assignment and Assumption (“Consent”) whereby CFX retained the Counsel to provide right-of-way counsel services.

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

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Counsel agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on February 28, 2021 and end on February 27, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term.** The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$600,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Counsel pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

NELSON MULLNS RILEY AND SCARBOROUGH LLP

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2020 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

CONSENT TO ASSIGNMENT AND ASSUMPTION

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION (this "Consent"), is entered into on this 21st day of November, 2018 and shall be effective as of August 1st, 2018, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public and governmental body, existing under and governed by virtue of the laws of the State of Florida (the "CFX"), **BROAD AND CASSEL LLP** ("Assignor") a Florida limited partnership and **NELSON MULLINS RILEY AND SCARBOROUGH LLP** ("Assignee") a South Carolina limited partnership.

W I T N E S S E T H

WHEREAS, on October 13, 2016, CFX a body politic and agency of the State of Florida, and Assignor entered into an Agreement, and amendments thereto, whereby Assignor would provide Right of Way Counsel services for CFX; and

WHEREAS, on August 1, 2018, Assignor combined with Assignee; and

WHEREAS, Assignee will continue to perform all of its duties, responsibilities and obligations under the Agreement; and

WHEREAS, CFX hereby consents to continuing the Agreement with Assignee; and

WHEREAS, where the term Broad and Cassel shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to Nelson Mullins Riley & Scarborough; and

WHEREAS, Assignee has indicated that the combined firms will operate in Florida as Nelson Mullins Broad and Cassel for an indefinite period of time, before operating under the name Nelson Mullins.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

CONSENT TO ASSIGNMENT AND ASSUMPTION

Upon signing below, CFX consents to the assignment of the Agreement from Assignor to Assignee and to the assumption of the obligations and responsibilities under the Agreement by the Assignee.

This consent is conditioned upon the obligations set forth herein and Assignee hereby reaffirms the terms of the Agreement and obligates itself to CFX upon the terms and conditions set forth therein and herein.

By signing below, Assignee agrees to comply with the following terms and conditions:

1. Assignee assumes all obligations and responsibilities of Assignor under the Agreement.
2. Assignee shall provide CFX evidence of errors and omission insurance as required by CFX.

[SPACE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES TO FOLLOW]

13 NOV 29 AM 8:50

IN WITNESS WHEREOF, the parties have executed this Consent to Assignment on the date first above written.

**“CFX”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: 

APPROVED AS TO FORM AND LEGALITY
on the 21ST day of November, 2018, for the
use and reliance of the Central Florida
Expressway Authority, only.

By: 

**“ASSIGNEE”
NELSON MULLINS RILEY
SCARBOROUGH LLP**

By: 

'18 NOV 29 AM 9:50

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
BROAD AND CASSEL, LLP**

RIGHT-OF-WAY COUNSEL SERVICES

(This contract number has been changed to 001477)

CONTRACT NO. 001363

CONTRACT DATE: FEBRUARY 08, 2018

CONTRACT AMOUNT: \$2,190,000.00

**CONTRACT, SCOPE OF SERVICES, FEE SCHEDULE, AND
POTENTIAL CONFLICT DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES, FEE SCHEDULE, AND POTENTIAL
CONFLICT DISCLOSURE FORM**

RIGHT-OF-WAY COUNSEL SERVICES

(This contract number has be changed to 001477)

CONTRACT NO. 001363

FEBRUARY 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 AGREEMENT
 RIGHT-OF-WAY COUNSEL SERVICES
 CONTRACT NO. 001363**

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 001363**

THIS AGREEMENT (“Agreement”) is entered into as of February 08, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 hereinafter (“CFX”), and BROAD AND CASSEL, LLP, a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 390 N. Orange Avenue, Suite 1400, Orlando, Florida 32801 hereinafter (“COUNSEL”).

WITNESSETH:

WHEREAS, CFX desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on November 13, 2017, CFX issued a Request for Proposals for Right-of-Way Counsel Services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on January 24, 2018, and the recommendation of the Right-of-Way Committee at its meeting held on January 24, 2018, the Board of Directors of CFX at its meeting held on February 08, 2018, selected COUNSEL to serve as Right-of-Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

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

1. SERVICES

CFX does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to CFX right-of-way matters as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit “A.”**

2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE

Although CFX currently anticipates using the services of COUNSEL, CFX provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide CFX under this Agreement.

It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. CFX designates the CFX’s General Counsel or Deputy General Counsel as the CFX employees to whom all communications pertaining to the day-to-

day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

3. RESPONSIBILITIES OF COUNSEL

COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist CFX in other areas of responsibility as deemed necessary by CFX.

COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

COUNSEL designates Richard N. Milian, P.A., as the primary attorney to provide services to CFX and will be assisted from time to time by other members of the firm, as (he) (she) deems appropriate to the needs of the particular activity.

COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

4. PAYMENT FOR SERVICES AND BILLING

In consideration of the promises and the faithful performance by COUNSEL of its obligations, CFX agrees to pay an amount not-to-exceed \$2,190,000.00 based on an hourly rate fee schedule attached hereto as **Exhibit "B"**. CFX will not provide a retainer and there will be no increase in the rates during the three year term of the agreement.

Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

Reasonable expenses of transportation, when traveling outside of Orlando, pursuant to Section 112.061, Florida Statutes.

COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits.

COUNSEL will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed \$400, that COUNSEL will first obtain permission from the General Counsel's Office to exceed such amount.

COUNSEL will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

Express approval by CFX's Board is required before the retention of consultants equal to or in excess of \$25,000. Written authorization from the General Counsel's Office is required for consultant or expert contracts less than \$25,000.

5. GENERAL TERMS AND PAYMENT

COUNSEL shall have a documented invoice procedure and shall invoice CFX as designated by CFX. CFX will pay COUNSEL within thirty (30) days of receipt of a valid invoice.

COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

6. TERM

This Agreement shall become effective February 28, 2018, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years, with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

7. CONFLICT OF INTEREST AND STANDARDS OF CONTACT

No Contingent Fees. COUNSEL warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for COUNSEL, to solicit or secure this Contract, and that COUNSEL has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration,

contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

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

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

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

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

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

8. LOSS OF ESSENTIAL LICENSE

The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of CFX whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

9. INSOLVENCY

If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

10. TERMINATION

CFX may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

10.1 immediately discontinue all services affected (unless the notice directs otherwise); and

10.2 deliver to CFX all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

11. ALTERNATIVE DISPUTE RESOLUTION

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

12. OWNERSHIP OF DOCUMENTS

All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of CFX after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into any subcontracts.

13. AUDIT AND EXAMINATION OF RECORDS

13.1 Definition of Records:

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

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead

rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from CO-COUNSELS, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by COUNSEL in determining a price.

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

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

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

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

14. PUBLIC RECORDS

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

Notwithstanding the section on “Press Releases,” COUNSEL 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 COUNSEL 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, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, and to:

14.1. Keep and maintain public records required by the public agency to perform the service.

14.2. 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.

14.3. 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 COUNSEL does not transfer the records to the public agency.

14.4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of COUNSEL or keep and maintain public records required by the public agency to perform the service. If COUNSEL transfers all public records to the public agency upon completion of the contract, COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNSEL keeps and maintains public records upon completion of the contract, COUNSEL 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 COUNSEL in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), COUNSEL shall immediately notify the CFX. In the event COUNSEL has public records in its possession, COUNSEL shall comply with the Public Records Act and COUNSEL must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by COUNSEL to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the COUNSEL to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

15. PRESS RELEASES

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

16. INDEPENDENT CONTRACTOR

COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among CFX and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of CFX for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner.

17. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEMENT.

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

COUNSEL further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;

may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a COUNSEL, supplier, CO-COUNSEL, or consultant under a contract with any public entity; and may not transact business with any public entity.”

19. NOTIFICATION OF CONVICTION OF CRIMES

COUNSEL shall notify CFX if any of COUNSEL’s Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

20. INSPECTOR GENERAL

COUNSEL understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and CO-COUNSELS to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

21. E-VERIFY

COUNSEL 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 COUNSEL during the term of the contract. COUNSEL shall require all of its CO-COUNSELS to verify the employment eligibility of all new employees hired by the CO-COUNSELS during the term of the Agreement.

22. INDEMNIFICATION

The COUNSEL shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys’ fees, arising out of any act, error, omission or negligent act by the COUNSEL, its agents, employees, subconsultants, or co-counsels during the performance of the Agreement, except that neither the COUNSEL, its agents, employees, subconsultants, nor any of its co-counsels will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers or employees during the performance of the Agreement.

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

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the COUNSEL, CFX and the COUNSEL will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the COUNSEL

in the defense of the lawsuit or to request that the COUNSEL defend CFX in such lawsuit as described in this section. CFX's failure to notify the COUNSEL of a notice of claim will not release the COUNSEL from any of the requirements of this section upon subsequent notification by CFX to the COUNSEL of the notice of claim or filing of a lawsuit. CFX and the COUNSEL 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. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

The COUNSEL 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 COUNSEL shall, at its expense, hold harmless and defend the CFX against any claim, suit or proceeding brought against the 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 COUNSEL shall pay all damages, costs, charge, expense, and attorney's fees, awarded against the CFX.

23. INSURANCE.

The COUNSEL, 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 COUNSEL shall require and ensure that each of its subconsultants and co-counsels 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 COUNSEL shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The COUNSEL shall require all insurance policies in any way related to the work and secured and maintained by the COUNSEL to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The COUNSEL shall require of subconsultants and co-counsels, 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 COUNSEL 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 COUNSEL enter into such an agreement on a pre-loss basis. At the COUNSEL's expense, all limits must be maintained.

23.1 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. 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. The COUNSEL 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.

23.2 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 COUNSEL does not own automobiles the COUNSEL 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.

23.3 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 COUNSEL, its employees, agents, co-counselors, and subconsultants.

23.4 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 COUNSEL.

The COUNSEL 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 COUNSEL manuscript policies.

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

All such insurance required by the COUNSEL 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 COUNSEL'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 COUNSEL'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.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If COUNSEL 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, COUNSEL may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. 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:

25.1 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

25.2 Payment to COUNSEL for satisfactory work performed or for termination expenses, if applicable; and

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

25.4 Obligations upon expiration or termination of the Contract; and

25.5 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.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

27. APPROPRIATION OF FUNDS

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

28. NO ASSIGNMENT

The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX.

29. AMENDMENT

No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Scope of Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

30. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CFX:

Mr. Joseph Passiatore, General Counsel
Ms. Linda Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

Mr. Richard N. Milian, Partner
Broad and Cassel, LLP
390 N. Orange Ave, Suite 1400
Orlando, Florida 32801

31. WAIVER

The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX's right to strictly enforce such terms and conditions thereafter.

32. SEVERABILITY

Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

33. RIGHTS AT LAW RETAINED

The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

34. APPLICABLE LAW; VENUE

This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

35. ENTIRE AGREEMENT

It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

36. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Fee Schedule
Exhibit "C" Potential Conflict Disclosure Form

SIGNATORY PAGE

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on February 08, 2018.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement


Print Name: Anedh Williams

BROAD AND CASSEL LLP

By: 

Print Name: Richard N. Milian

Partner


ATTEST:  (Seal)
Title

*Signed this 1st day of March, 2018
Richard N. Milian known to me*

Approved as to form and execution, only.



DEBRA K. TYREE
MY COMMISSION # FF 221841
EXPIRES: May 20, 2019
Bonded Thru Budget Notary Services


General Counsel for CFX

2018 MAR 1 PM 2:23

Exhibit “A”

Scope of Services

EXHIBIT "A"

SCOPE OF SERVICES RIGHT-OF-WAY COUNSEL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by CFX. Services are non-exclusive and shall apply to those future right-of-way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the following:

1. Working with and under the supervision of CFX's General Counsel's office and Right-of-Way Committee to provide right-of-way, real estate and eminent domain services as needed by CFX.
2. Coordinating with CFX's right-of-way acquisition agent(s), project engineers, appraisers, planning consultants and other CFX consultants to plan and effectuate right of way easements and other property interests required for future CFX projects.
3. Coordinating with CFX's right of way acquisition agent(s), to negotiate voluntary contract purchases and settlements of right of way acquisition.
4. Handling all aspects of real estate due diligence, including title review, survey review, appraisal review and environmental assessment review. Counsel shall provide real estate closing services for purchases and sales of property.
5. Coordinating as needed with other right-of-way or eminent domain counsel designated by CFX
6. Coordinating surplus property contract negotiations and closings with CFX's real estate broker(s) and land agent(s).
7. Reporting regularly to CFX's Right-of-Way Committee and on an as-needed basis to the CFX Board.
8. Providing input on project budgets and cash flow as requested by CFX.
9. Coordinating with the designated communications and public records officers to respond to real estate and right-of-way related public records inquiries.
10. Providing additional services related to real estate or right-of-way matters as from time to time may be requested and authorized by CFX.

End of Scope of Services

**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 23, 2020


SUBJECT: Approval of Supplemental Agreement No. 1 with Aero Groundtek, LLC
for Landscape Maintenance Services for SR 408, SR 417 and CFX's
Headquarters
Contract No. 001680

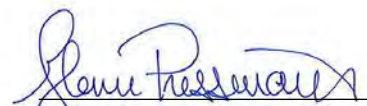
Board approval of Supplemental Agreement No.1 with Aero Groundtek, LLC in a not-to-exceed amount of \$234,505.00 is requested. The original contract was for three years with two one-year renewals.

The services to be provided include additional landscape services on SR 408.

| | |
|------------------------------|----------------------|
| Original Contract | \$5,219,612.38 |
| Supplemental Agreement No. 1 | <u>\$ 234,505.00</u> |
| Total | \$5,454,117.38 |

This contract is included in the OM&A Budget.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance


Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Landscape Maintenance Services
SR 408, SR 417 and CFX's Headquarters Bldg.

Contract No. 001680

Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 10th day of December 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and **AERO GROUNDTEK LLC**, a Delaware limited liability company, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated September 13, 2018, with a Notice to Proceed date of November 15, 2018, for landscape maintenance services pertaining to S.R. 408, S.R. 417 and CFX's Headquarters Building.

1. CFX desires to increase the work order allowance for additional trash patrol on SR 408 through the remainder of the contract term which expires November 14, 2021. The work allowance is adjusted upward by \$234,505.00.
2. The Contractor hereby agrees to increase work allowance through the remainder of the contract term with an increase in the Contract amount of \$234,505.00 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Landscape Maintenance Services
SR 408, SR 417 and CFX's Headquarters Bldg.

Contract No. 001680

Amount of Changes to this document: \$234,505.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

**AERO GROUNDTEK LLC a Delaware
limited liability company**

By: _____

Title: _____

Attest: _____ (Seal)

Date: _____

Approved as to form and legality by legal
counsel to the Central Florida
Expressway Authority on this ___ day of
_____, 2020 for its exclusive use
and reliance.

By: _____
Diego "Woody" Rodriguez,
General Counsel

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT ("Assignment") is made and entered into as of the Effective Date (hereinafter defined), by and between **GROUNDTEK OF CENTRAL FLORIDA, LLC**, a Florida limited liability company, whose mailing address is 858 Maguire Road, Ocoee, Florida 34761 ("Consultant"), **AERO GROUNDTEK, LLC**, a Delaware limited liability company registered to do business in the State of Florida, whose mailing address is 165 Cantiague Rock Road, Westbury, New York 11590 ("Assignee"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"). Consultant, Assignee and CFX shall be individually referred to herein as "Party" or collectively referred to herein as the "Parties".

WHEREAS, on September 13, 2018, Consultant and CFX entered into that certain Contract No. 001411 and the Contract Documents as defined therein, as may be amended from time to time (collectively, the "Contract"), whereby Consultant agreed to perform landscape maintenance services on State Road ("SR") 408, SR 417 and CFX's headquarters building, as more particularly delineated in the Contract; and

WHEREAS, on or about April 3, 2020 ("Assignment Date"), Assignee acquired the ownership interest in and to the Consultant; and

WHEREAS, as part of the sale of the ownership interest of the Consultant to the Assignor, the Consultant agreed to transfer and assign, and Assignee agreed to accept and assume, any and all rights, duties, privileges, responsibilities, liabilities, and obligations of Consultant under the Contract; and

WHEREAS, as part of the sale, Assignee entered into employment agreements with Gregory Bori and Geoffrey Bori, the key management personnel of the Consultant (collectively, "Key Personnel"), for a term of no less than three (3) years, to ensure the continuity and consistency in the level of services provided to CFX under the Contract; and

WHEREAS, CFX hereby consents to the assignment and assumption of the Contract, and amendment thereto, in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals; Definitions.** The above recitals are true and correct and are incorporated herein by reference and made a part hereof. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed to those terms in the Contract.
2. **Assignment.** Effective as of the Assignment Date, Consultant does hereby convey, transfer, assign and set over to Assignee all of the rights, duties, privileges, responsibilities, liabilities, and obligations of Consultant under the Contract.
3. **Acceptance and Assumption.** Effective as of the Assignment Date, Assignee does hereby accept this Assignment and agrees to assume any and all of Consultant's duties, responsibilities, liabilities and obligations under the Contract, which arise or accrue on or after the Assignment Date and agrees to perform all obligations of Consultant with respect to the Contract which are to be performed or which become due on or after the Assignment Date.

4. **Consent to Assignment and Assumption.** CFX hereby consents to the assignment of the Contract from Consultant to Assignee based on the representations of Consultant and Assignee that the Key Personnel will remain employees of the Assignee for no less than three (3) years, unless otherwise agreed upon in writing by CFX. In the event CFX determines the representations of Consultant or Assignee are incorrect or untrue with regard to the Key Personnel, CFX reserves the right to immediately terminate the Contract and shall have no further obligations thereunder. Consultant and Assignee agree to indemnify and hold CFX harmless from and against all liability, loss, and costs (including reasonable attorneys' fees) arising, directly or indirectly, out of the failure or refusal by Assignee to perform and discharge the obligations and liabilities assumed by Assignee as specified in this Assignment.

5. **Assignment Date and Effective Date.** The Parties hereby agree and acknowledge that this Assignment is being executed after the Assignment Date and as such, this Assignment shall be effective retroactively as of the Assignment Date. The Parties agree and acknowledge that Assignee shall be responsible for, and assume, any and all duties, responsibilities, liabilities and obligations under the Contract, which arise or accrue between the Assignment Date and Effective Date. Consultant and Assignee agree to indemnify and hold CFX harmless from and against all liability, loss, and costs (including reasonable attorneys' fees) arising, directly or indirectly, out of the failure or refusal by Assignee to perform and discharge the obligations and liabilities assumed by Assignee as specified in this Assignment between the Assignment Date and Effective Date.

6. **Contract Terms.** As of the Assignment Date, any and all references to the Consultant in the Contract shall refer to the Assignee.

7. **Authority.** Consultant hereby covenants that Consultant has good and lawful authority to assign and convey Consultant's rights, duties and obligations in, to and under the Contract. Assignee hereby covenants that Assignee has good and lawful authority to accept the assignment and assume all of Consultant's rights, duties and obligations in, to and under the Contract.

8. **Further Assurances.** Assignor agrees that it will execute and deliver, upon request, any and all such additional documentation as may be required by CFX to effectuate the terms of this Assignment.

9. **Governing Law.** This Assignment shall be interpreted and construed in accordance with the laws of the State of Florida.

10. **Specific Performance.** CFX, the Consultant and Assignee shall all have the right to enforce the terms and conditions of this Assignment by an action for specific performance.

11. **Modification, Amendment or Termination.** This Assignment may be not changed, modified, amended or terminated except as expressly set forth in a separate writing signed by the Parties.

12. **Severability.** If any of the terms, provisions, covenants or conditions set forth in this Assignment or the application thereof to any particular circumstance shall be held by any court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this Assignment shall not be affected thereby and each provision of this Assignment shall be valid and enforceable to the fullest extent otherwise permitted by law.

13. **Counterparts.** This Assignment may be executed in any number of counterparts, including by electronic, digital or facsimile signature in accordance with Chapter 668, Florida Statutes, all of which taken together shall constitute one and the same agreement.

14. **Effective Date.** The effective date of this Assignment shall be the date the last of the Parties hereto signs this Assignment ("Effective Date").

IN WITNESS WHEREEOF, the Parties caused these presents to be executed by their duly authorized officer as of the dates set forth below.

(Seal)

ATTEST:

CONSULTANT:

GROUNDTEK OF CENTRAL FLORIDA, LLC, a Florida limited liability company

By: *George L. Borri*
Print Name: George L. Borri
Title: President
Date: 6/10/2020

(Seal)

ATTEST:

ASSIGNEE:

AERO GROUNDTEK LLC, a Delaware limited liability company

By: *Salvatore A. Sacco*
Print Name: Salvatore A. Sacco
Title: CFO
Date: 6-15-2020

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

"CFX"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.06.22 14:36:59 -04'00'
Aneth Williams, Director of Procurement

Date: _____

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2020 for its
exclusive use and reliance.

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody"
Rodriguez
Date: 2020.06.22 14:31:16 -04'00'
Diego "Woody" Rodriguez
General Counsel

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GROUNDTEK OF CENTRAL FLORIDA, LLC**

**LANDSCAPE MAINTENANCE SERVICES
SR 408, SR 417, AND CFX'S HEADQUARTERS BUILDING**

(This contract number has been changed to 001680)

CONTRACT NO. 001411

CONTRACT DATE: SEPTEMBER 13, 2018

CONTRACT AMOUNT: \$5,219,612.38

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

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

**LANDSCAPE MAINTENANCE SERVICES
SR 408, SR 417, AND CFX'S HEADQUARTERS BUILDING**

(This contract number has been changed to 001680)

CONTRACT NO. 001411

SEPTEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

18 SEP 27 AM 9:35

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CONTRACT

This Contract No. 001411 (the "Contract"), made this 13th day of September 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Groundtek of Central Florida LLC., 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 SR 408, SR 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: Bill
Director of Procurement

DATE: 10/31/18

GROUNDTEK OF CENTRAL FLORIDA LLC

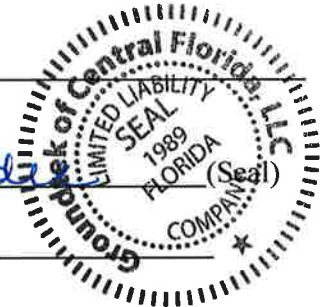
By: Gregory Bori
Signature

Gregory Bori
Print Name

Vice President
Title

ATTEST: Dorothy Wieda

DATE: 9/20/2018



'18 SEP 27 AM 10:01

Approved as to form and execution, only.

General Counsel for CFX

Joseph J. Associates

'18 OCT 19 PM 1:00

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

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

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**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 to 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 |

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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:

| Contract Amount | Workers' Comp/ Employer's Liability | General Liability (per occurrence/ aggregate) | Automobile Liability |
|------------------------|--|--|---------------------------------|
| 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, 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 1st 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 (P₂O₅).
 - 8% soluble potash (K₂O) 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 where planting beds / mulched areas are directly next to these structures and not separated by any turf area maintained by others. All dead weed material shall be removed during the following maintenance cycle.
- 7.3.6 The post-emergence herbicides "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 (K₂O) 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 2nd 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 2nd 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 *Aneth Williams*
Director of Procurement

DATE: November 23, 2020

SUBJECT: Approval of Contract Award to HUB Public Risk, Inc.
for Insurance Broker Services
Contract No. 001703

Request for Proposals (RFP) from qualified firms to provide Insurance Broker Services was advertised on October 4, 2020. Three (3) responses were received by the November 3, 2020 deadline. Those firms were Gallagher Risk Management Services, Inc., HUB Public Risk, Inc. and Willis Towers Watson, Inc.

The Evaluation Committee reviewed the technical proposals and shortlisted the firms.

The Technical Committee heard and scored interviews on November 23, 2020. The price proposals were then opened and scored. The combined scores for the technical proposals and price proposals were calculated and the result is shown below:

| <u>Ranking</u> | <u>Firm</u> | <u>Total Points</u> |
|----------------|--|---------------------|
| 1 | HUB Public Risk, Inc. | 92.5 |
| 2 | Gallagher Risk Management Services, Inc. | 91 |
| 3 | Willis Towers Watson, Inc. | 86.75 |

The work consists of providing a broad range of insurance broker services to CFX.

Board award of the contract to HUB Public Risk, Inc. in the amount of \$150,000.00 for a three year term with two one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by: *Son Nguyen*
Son Nguyen
Risk Manager

Lisa Lumbard
Lisa Lumbard

RFP-001703 Evaluation Committee- November 23, 2020 Minutes

Evaluation Committee for **Insurance Broker Services; RFP-001703** held a duly noticed meeting on Monday, November 23, 2020, commencing at 9:00 a.m. in the Sandpiper Conference Room at CFX Administration Bldg., Orlando, Florida.

Committee Members:

Son Nguyen, Risk Manager
Marc Ventura, Manager of Accounting and Finance
Michael Carlisle, Director of Accounting and Finance
Evelyn Wilson, Director of Human Resources

Other Attendees:

Aneth Williams, Director of Procurement

Presentations / Q and A:

Aneth began each interview with introduction of the firms and Committee members. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

| | |
|--|--------------------|
| Gallagher Risk Management Services, Inc. | 09:00 – 09:15 a.m. |
| HUB Public Risk, Inc. | 09:20 – 09:35 a.m. |
| Willis Towers Watson, Inc. | 09:40 – 09:55 a.m. |

Evaluation Portion:

After the interviews, the committee members individually completed their scorings and submitted them for tallying. The scores are as shown:

| <u>Proposer</u> | <u>Points</u> |
|--|---------------|
| Gallagher Risk Management Services, Inc. | 81 |
| HUB Public Risk, Inc. | 82.5 |
| Willis Towers Watson, Inc. | 80.75 |

Pricing

Upon completion of the interviews, Aneth opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

| <u>Proposer</u> | <u>Total Price</u> | <u>Points</u> |
|--|--------------------|---------------|
| Gallagher Risk Management Services, Inc. | \$150,000 | 10 |
| HUB Public Risk, Inc. | \$150,000 | 10 |
| Willis Towers Watson, Inc. | \$250,000 | 6 |

Total Points and Rankings


| <u>Proposer</u> | <u>Avg.Tech. Points</u> | <u>Pricing Points</u> | <u>Total Points</u> | <u>Ranking</u> |
|--|-------------------------|-----------------------|---------------------|----------------|
| Gallagher Risk Management Services, Inc. | 81 | 10 | 91 | 2 |
| HUB Public Risk, Inc. | 82.5 | 10 | 92.5 | 1 |
| Willis Towers Watson, Inc. | 80.75 | 6 | 86.75 | 3 |

The Committee members agreed that the highest ranked firm would be recommended to the Board for award.

There being no further business to come before the Committee, the meeting was adjourned at 10:45 a.m. These minutes are considered to be the official minutes of scoring the technical proposals interviews, opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Monday, November 23, 2020.

Submitted by: 
Aneth Williams, Director of Procurement

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


Son Nguyen, Risk Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY


**INSURANCE BROKER SERVICES
RFP - CONTRACT NO. 001703**

| EVALUATOR | GALLAGHER RISK MANAGEMENT, INC. | | HUB PUBLIC RISK, INC. | | WILLIS TOWER WATSON SOUTHEAST, INC. | |
|--------------------------|---------------------------------|-------|-----------------------|-------|-------------------------------------|-------|
| | TECHNICAL | PRICE | TECHNICAL | PRICE | TECHNICAL | PRICE |
| SON NGUYEN | 78 | | 71 | | 83 | |
| MARC VENTURA | 85 | | 87 | | 85 | |
| MICHAEL CARLISLE | 81 | | 82 | | 70 | |
| EVELYN WILSON | 80 | | 90 | | 85 | |
| TOTAL | 324 | | 330 | | 323 | |
| AVG. TECH. POINTS | 81.00 | | 82.50 | | 80.75 | |

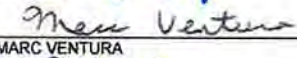
| PRICE PROPOSAL SUMMARY | | |
|-------------------------------------|-----------------|-------------|
| PROPOSER | PROPOSAL AMOUNT | POINT VALUE |
| Gallagher Risk Management, Inc. | \$ 150,000.00 | 10.00 |
| HUB Public Risk, Inc | \$ 150,000.00 | 10 |
| Willis Tower Watson Southeast, Inc. | \$ 250,000.00 | 6 |

| POINT TOTALS AND FINAL RANKING | | | | |
|-------------------------------------|-----------------|--------------|--------------|---------------|
| PROPOSER | TECHNICAL POINT | PRICE POINTS | TOTAL POINTS | FINAL RANKING |
| Gallagher Risk Management, Inc. | 81.00 | 10.00 | 91.00 | 2 |
| HUB Public Risk, Inc. | 82.50 | 10.00 | 92.50 | 1 |
| Willis Tower Watson Southeast, Inc. | 80.75 | 6.00 | 86.75 | 3 |


Committee Members:


SON NGUYEN

Monday, November 23, 2020


MARC VENTURA

Monday, November 23, 2020


MICHAEL CARLISLE

Monday, November 23, 2020


EVELYN WILSON

Monday, November 23, 2020

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
HUB PUBLIC RISK, INC.**

INSURANCE BROKER SERVICES

CONTRACT NO. 001703

CONTRACT DATE: DECEMBER 10, 2020

CONTRACT AMOUNT: \$150,000.00

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, PRICE PROPOSAL, AND
FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDA, PRICE PROPOSAL, AND FORMS**

INSURANCE BROKER SERVICES

CONTRACT NO. 001703

DECEMBER 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Contract No. 001703

This Contract is made this 10TH day of December 2020, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and HUB Public Risk, Inc., a Florida profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 1560 N. Orange Ave., #750, Winter Park, FL. 32789, hereinafter “the CONTRACTOR.”

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, “to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;” **and**

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Insurance Broker Services under Contract No. 001703, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about October 4, 2020, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit “A”** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

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

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from CFX, hereinafter “Initial Contract Term.” At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX’s needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

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

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

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

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

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

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has

a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is \$150,000.00

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

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

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract

Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

As required by Section 348.753, Florida Statutes, and CFX’s Code of Ethics, CONTRACTOR agrees to complete CFX’s Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit “C.”**

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

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

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

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises (“D/MBEs”) and Women’s Business Enterprises (“WBEs”). Under CFX’s program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX’s contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR’s invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor’s activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

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

well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

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

8.1 Commercial General Liability:

Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 Business Automobile Liability:

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

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 Professional Liability:

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

8.6 Information Security/Cyber Liability Insurance:

If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (Only applicable for Vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.7 Commercial Crime Insurance:

If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

8.8 Fiduciary Liability Insurance:

If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance

requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

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

9. CONTRACTOR RESPONSIBILITY

9.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

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

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

- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the plazas or in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

10. INDEMNITY

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

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

10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors'

access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. NONDISCRIMINATION

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

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Technical Manager and Project Administrator (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise

terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

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

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

19. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the

work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

20. OTHER SEVERABILITY

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

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a

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

23. GOVERNING LAW AND VENUE

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24. RELATIONSHIPS

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

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

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

25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

27. SURVIVAL OF EXPIRATION OR TERMINATION

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

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

27.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

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

27.4 Obligations upon expiration or termination of the Contract; and

27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

29. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

30. E-VERIFY

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

31. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated,

this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

32. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Risk Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: HUB Public Risk, Inc.
1560 N. Orange Ave., #750
Winter Park, FL. 32789
ATTN: Bart Gunter, President

33. EXHIBITS

This Contract references the exhibits listed below.

- Exhibit "A" Scope of Services
- Exhibit "B" Method of Compensation
- Exhibit "C" Price Proposal
- Exhibit "C" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 10, 2020.

ACCEPTED AND AGREED TO BY:

HUB PUBLIC RISK, INC.

By: _____
Title

Print Name: _____

Date: _____

ATTEST: _____(Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

General Counsel for CFX

Exhibit A
SCOPE OF SERVICES
INSURANCE BROKER SERVICES
CONTRACT NO. 001703

The Contractor shall provide a full range of insurance broker services. This Scope of Services describes the services required by CFX including, but are not necessarily limited to, the following:

1. Contractor shall work closely with CFX's Risk Manager to routinely evaluate CFX's risks and make recommendations for the appropriate mitigation of those risks in a cost-beneficial way including:
 - a. Analyzing CFX's exposure to loss, the adequacy of coverage and developing options on coverage whether or not currently purchased by CFX.
 - b. Performing catastrophe or other modeling to determine levels of exposure to risks.
 - c. Assisting CFX in evaluating the appropriate levels for risk retention.
 - d. Advising on the various alternatives to handling risks through various forms of insurance, self-insurance, deductible levels, etc.
 - e. Advising CFX on insurance matters including, but not limited to, health, life, long term disability, short term disability, vision and dental.
 - f. Assisting in the development of risk management policies and procedures for CFX as requested.
 - g. Making recommendations for enhancing the risk and insurance management program, including providing input regarding coverage issues outside the current program.
 - h. Providing research assistance and consultation on risk management issues.
2. Performing all tasks related to the renewal process for all types of insurance coverages including:
 - a. Developing a marketing plan to include competitively soliciting at least 3 quotes from insurance carriers.
 - b. Preparing submissions and specifications for which underwriters may bid.
 - c. Making a recommendation for carrier selection, including conducting meetings with CFX management to discuss options.
 - d. Finalizing the procurement and execution of all policies required on behalf of CFX including negotiating terms, conditions, and price.
 - e. Preparing renewal binders and endorsements as appropriate.
3. Preparing and issuing all certificates of insurance within 2 days of request or sooner when such request is specified as an emergency.

4. Coordinating notice of claims and/or losses to underwriters when requested and acting as a facilitator during the claim process.
5. Working closely with insurance carriers and acting as a liaison between CFX and insurance carriers that are contracted by CFX to assist in areas that include, but are not limited to, delivering carrier policies to CFX, handling invoicing issues, and any other issues that may arise.
6. Answering questions and resolving coverage issues related to policy coverage as requested, working with CFX's management, legal counsel and/or auditors in providing needed information and expertise.
7. Responding in a timely manner to audit inquiries and attending meetings related to audits involving risk management when requested.
8. Advising CFX of trends and/or changes in the insurance industry.
9. Making presentations to CFX's Board of Directors, Board Committees or management if requested.
10. Coordinating reporting of claims with third party administrators if applicable.
11. Reviewing CFX contracts as requested to determine if additional risk exposures are present. Assisting CFX in re-evaluating insurance requirements for various contracts (design, construction and service). Reviewing certain leases, agreements for insurance requirements, assumption of liability and other risk management issues as requested.
12. Advising CFX on budgeting for insurance in advance of obtaining quotes for coverage.
13. Preparing and submitting special reports, loss analyzes, etc., as requested.
14. Obtaining proper return premiums, if required, necessitated by mid-term cancellations and validate any additional premiums for accuracy.
15. Coordinating any loss control requests from insurance.
16. Providing assistance upon request for development of a loss control program.
17. Providing general assistance in the administration of CFX's program.
18. Providing additional services as may be assigned in writing by CFX in accordance with the Contract and this Scope of Services.


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Jim Greer 
Chief of Technology/Operations

DATE: December 1, 2020

SUBJECT: Authorization for Executive Director to Execute a Memorandum of Understanding with Lee County

Board authorization is requested for the Executive Director to execute a Memorandum of Understanding (MOU) with Lee County to process Lee County's E-ZPass prepaid electronic transactions. This will further enhance tolling interoperability for customers.

The Lee County Commission approved the MOU at its November 17, 2020 board meeting.

MEMORANDUM OF UNDERSTANDING

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

(E-ZPass Transactions Processing)

The Lee County Board of County Commissioners, a charter County and political subdivision of the State of Florida, (hereinafter called "Lee County") and the Central Florida Expressway Authority, a body politic and corporate, an agency of the state existing under and by virtue of Chapter 348, Part III, Florida Statutes and other applicable laws of the State of Florida (hereinafter "CFX" and together with "Lee County", collectively, referred to herein as the "Parties") hereby enter into this Memorandum of Understanding ("MOU") as of the date indicated, as follows:

1. Purpose. This is a MOU intended to outline the general understanding of the parties regarding the implementation by CFX of electronic toll processing of E-ZPass transactions on Lee County facilities by CFX (the "Program"), all as described in more detail in the attached **EXHIBIT "A"**. The Parties acknowledge and agree that this MOU is expressly subject to the applicable business rules of E-ZPass.

2. Mutual Cooperation. The parties shall mutually cooperate with each other to develop and implement the Program, including, without limitation, providing access to the Lee County facilities for the installation of any equipment and performing any tests associated with processing E-ZPass transactions. The Parties shall designate in writing appropriate points of contact within their respective organizations for the Program. The Parties shall mutually agree on responsibility for any costs and expenses associated with the Program.

3. Mutual Hold Harmless. The Parties hereto do hereby agree to hold each other harmless from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) (collectively, "Losses"), which arise from or are in any way connected with any Losses in connection with the implementation of the Program, including but not limited to, (a) injury to property or other interests of the Parties or any third party, including without limitation, E-ZPass; (b) violation of Applicable Law (defined herein); (c) strict liability imposed by Applicable Law; or (d) breach of confidentiality or data security obligations with respect to the Program.

4. MUTUAL LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR UNRECOVERED OVERHEAD.

5. Applicable Law. This MOU shall be subject to and construed in accordance with the applicable laws of the State of Florida ("Applicable Law").

6. Effective Date; Termination and Intent.

(a) This MOU shall be dated and shall become effective upon execution by the last party to sign, and once the Program is implemented, this MOU may be terminated by either Party upon reasonable prior written notice to the other Party hereto.


(b) The terms and provisions of this MOU shall apply and be controlling amongst the Parties hereto until such time as this MOU is amended or superseded by a subsequent written memorandum or agreement between the Parties, or until this MOU is terminated.

The parties have executed this Memorandum of Understanding on the date listed below.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**LEE COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Laura Kelley,
Executive Director

By: 
Chairman

Date: _____

Date: November 20, 2020

Approved as to Form for the
Reliance of Lee County Only

By: 
Office of the County Attorney

Adding LEEWAY to E-ZPass

This document proposes a method for CFX to process E-ZPass transactions on LEEWAY roads.

The E-ZPass Group communicates and enforces Business Rules with group members through the following file exchanges:

Tag and Plate files:

- ITAG – Transponders and their statuses
- ICLP/ICLN – Valid License plates for Revenue and Non-Revenue (ICLN is Florida only)

Transaction files:

- ICTX – Transaction files for Transponder and Plate Based Transactions (PART 1)
- ICRX – Acceptance/Rejection of Transactions from an ICTX (PART 2)

Correction files:

- ITXC – Transactions for Toll Corrections initiated by an agency
- IRXC – Acceptance/Rejection of Transactions from an ITXC file

TAGS and PLATES

ITAG, ICLP/ICLN files are time critical (more than the transaction and correction files).

As Transponder (ITAG) and Plate (ICLP/ICLN) Files are received by CFX:

- CFX validates and loads the files for use in subsequent processing.
- Acknowledges receipt and processing of the files via an ACK to the sending Agency with an ACK Date.
- This ACK date is critical to determine when tags and plates are considered "good" and eligible for guaranteed payments. Before the lane is updated, a transaction accepted using the previous tag status can be sent under "grace" to IAG but the payment will not be guaranteed.
- CFX maintains 60-120 days of ITAG and ICLP/ICLN data
 - Sample one day total for all agencies (includes CFX, FTE and IAG agencies)

| | |
|----------------------|------------|
| • Tag (Transponders) | 73,718,857 |
| • License plates | 68,054,014 |

The recommended solution for sharing transponder and plate data will optimize revenue collection and reduce, as much as possible, any revenue losses.

- TAGS: CFX will provide AVI Tag files to LEEWAY to expeditiously provide tag statuses to LEEWAY lanes
- ITOLLING: CFX provides LEEWAY an asynchronous message queue to identify license plate eligibility

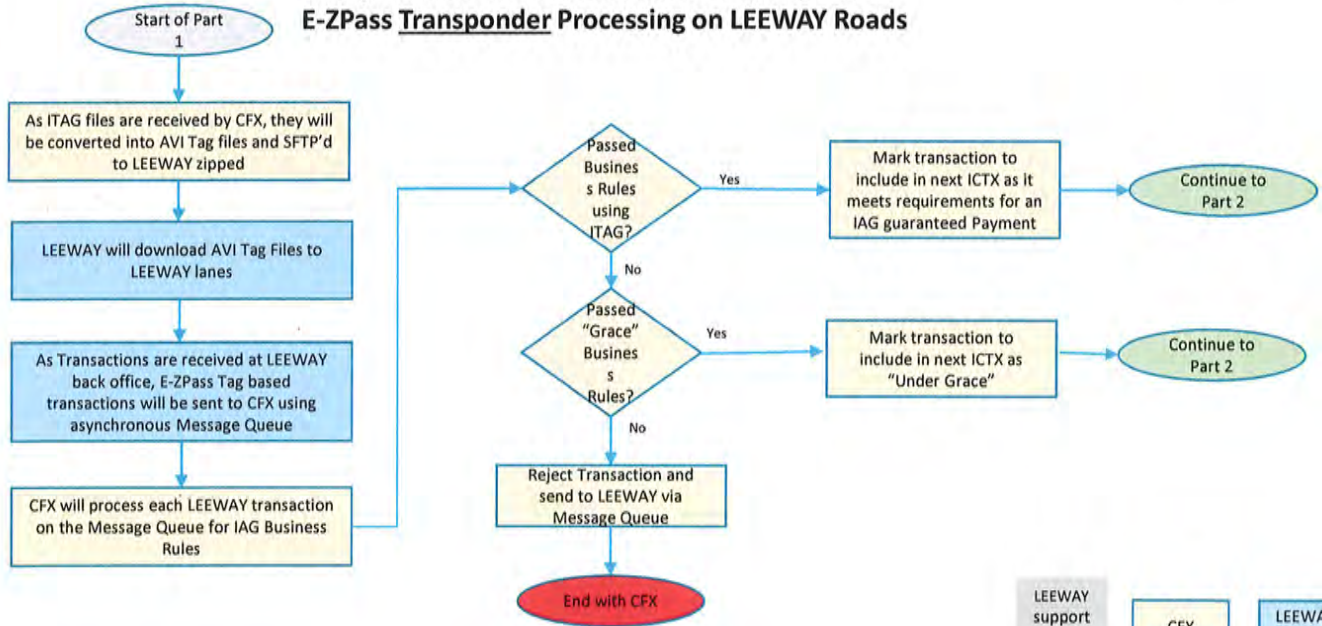
Part 1 - TAGS

Prep LEEWAY Transactions for E-ZPass Agencies E-ZPass Transponder Processing on LEEWAY Roads

- Business Rules include:
- Duplicate checking
 - ITAG status

LEEWAY needs to update their lanes to accept CFX formatted AVI tag files and use token TRANSPONDER file

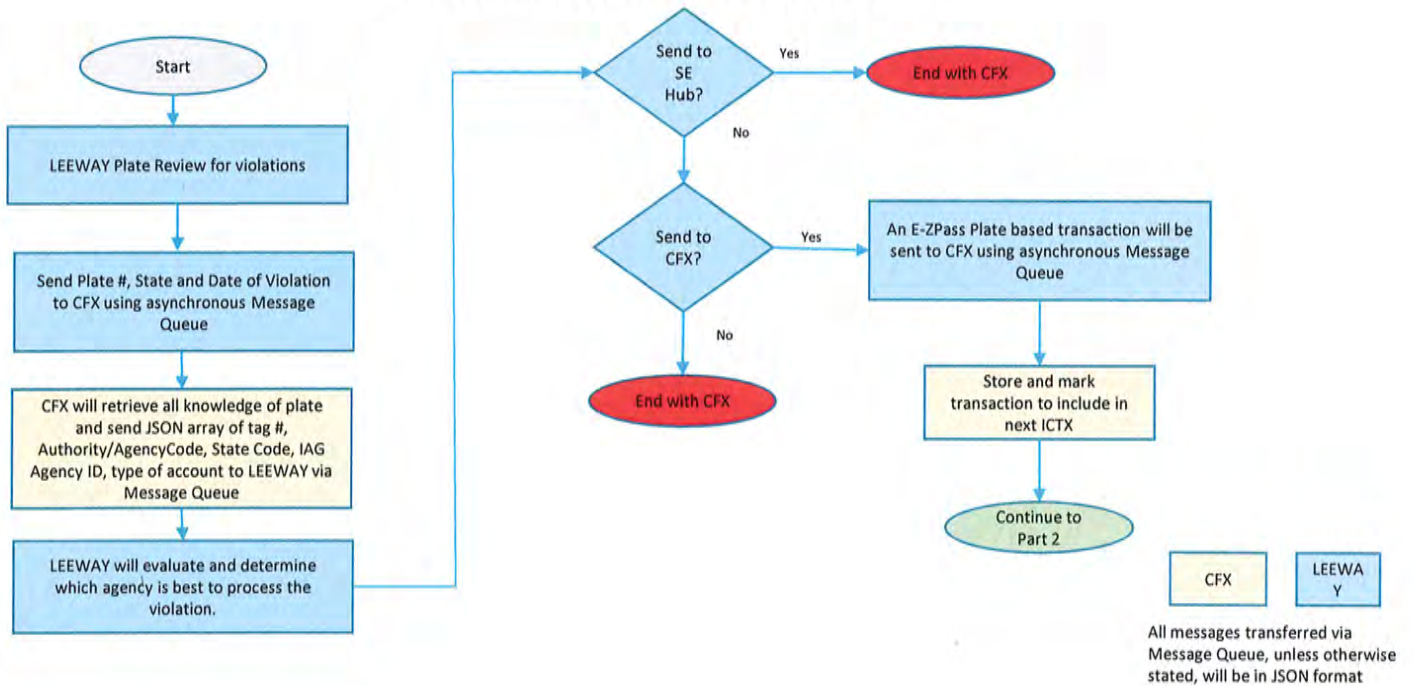
LEEWAY will need to format and download AVI Tag Files to LEEWAY lanes for all non E-ZPass agencies



All messages transferred via Message Queue, unless otherwise stated, will be in JSON format

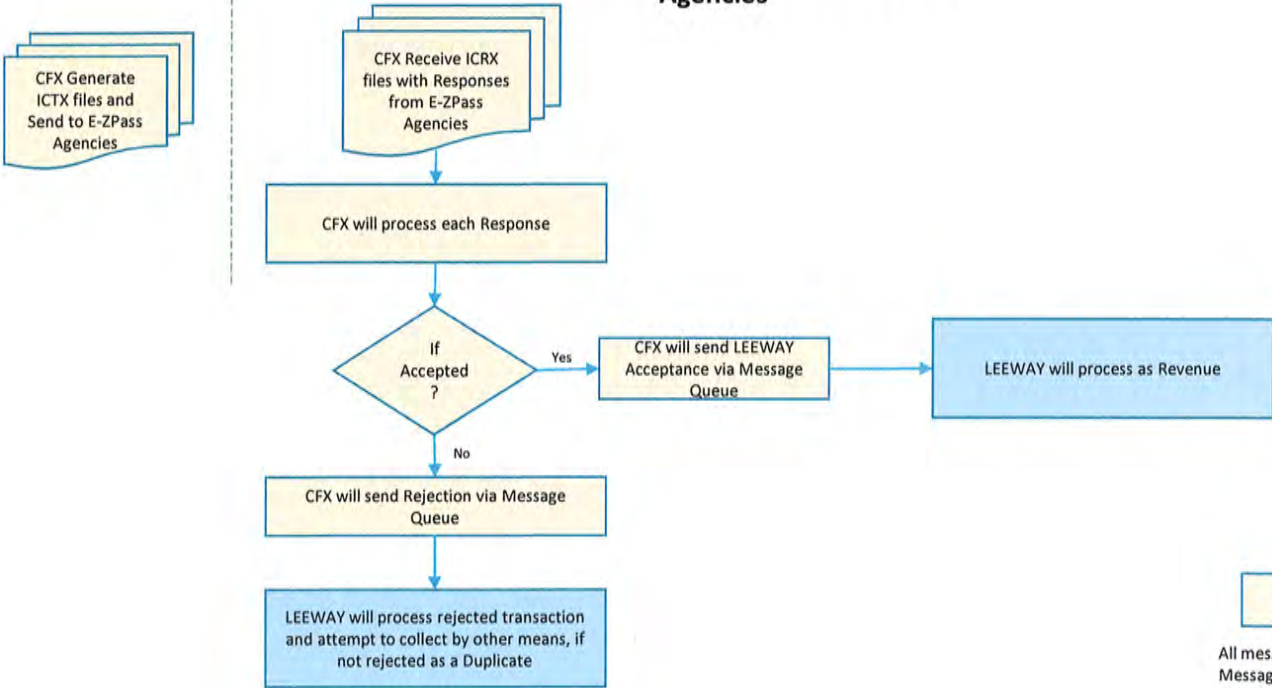
Part 1 - PLATES

Prep LEEWAY Transactions for E-ZPass Agencies E-ZPass Plate Processing on LEEWAY Roads



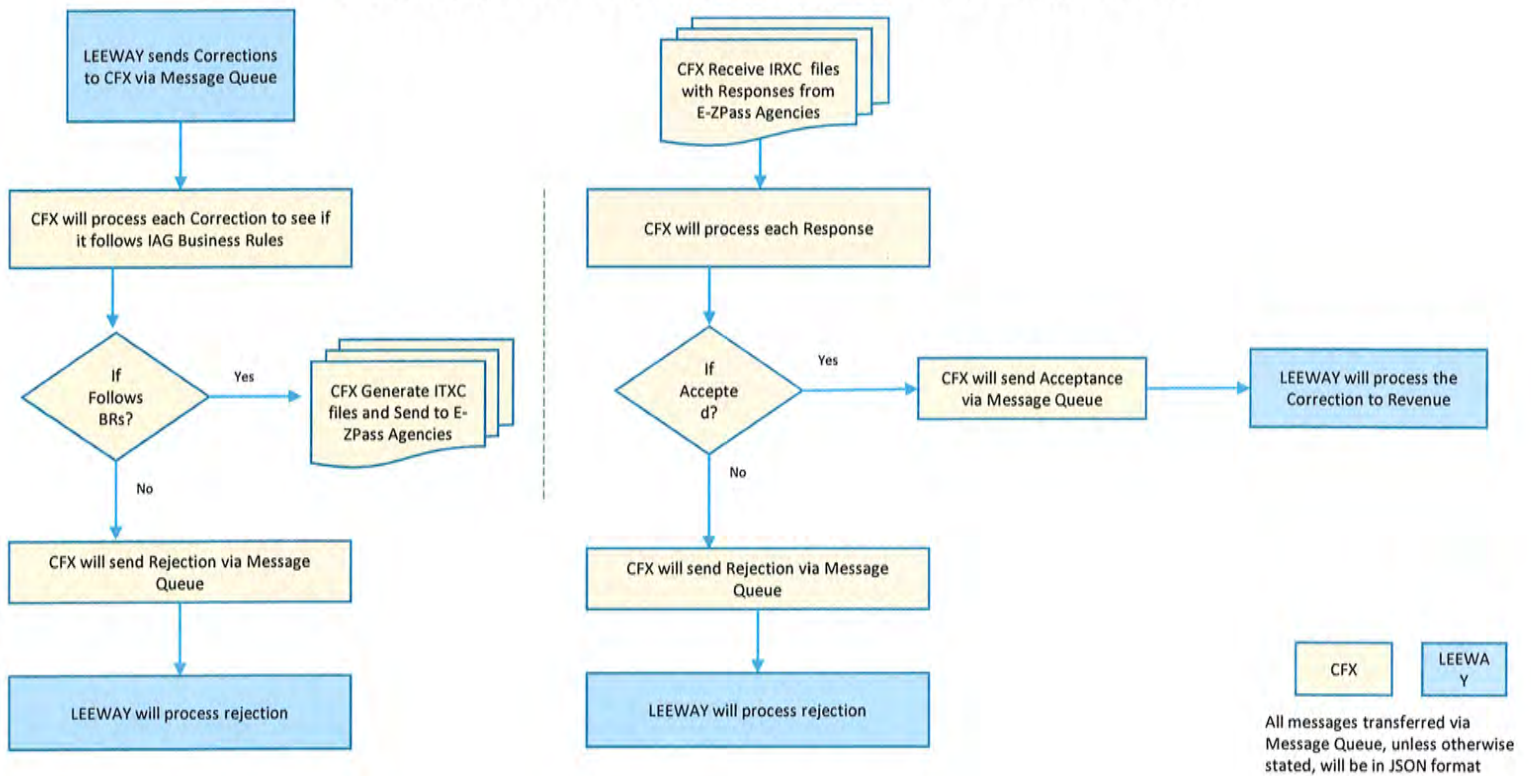
Part 2 - RESPONSES

LEEWAY Transactions Processed by E-ZPass Agencies



All messages transferred via Message Queue, unless otherwise stated, will be in JSON format

LEEWAY Initiated Corrections



Reporting

- Use Standard IAG reports that will include LEEWAY as child of CFX
- Generate IAG reports that will be LEEWAY only to be exchanged between the 2 agencies
- Add Monitoring reports for Message Queue
- Reconciliation reports for transaction exchange at LEEWAY and CFX

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 23, 2020

SUBJECT: Approval of First Contract Renewal with Johnson's Wrecker Service, Inc.
for Rapid Incident Scene Clearance (RISC) Services
Contract No. 001383


Board approval is requested for the first renewal of the referenced contract with Johnson's Wrecker Service, Inc. in the amount of \$13,000.00 for one year beginning on February 2, 2021 and ending February 1, 2022. The original contract was for three years with two one-year renewal options.

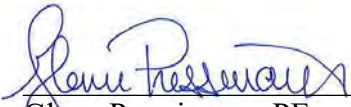
The service to be performed under this renewal includes providing RISC on CFX's system.

| | |
|-------------------|--------------------|
| Original Contract | \$49,500.00 |
| First Renewal | <u>\$13,000.00</u> |
| Total | \$62,500.00 |

This contract is included in the OM&A Budget.

Reviewed by:


Bryan Homayouni, PE
Manager of Traffic Operations


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001383**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 10th day of December 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Johnson’s Wrecker Service, Inc. hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on February 2, 2018, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Contractor to provide rapid incident scene clearance services on CFX system.

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

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on February 2, 2021 and end on February 1, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$13,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

JOHNSON'S WRECKER SERVICE, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2020 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

2018 JAN 12 PM 2:12

COOPERATIVE PURCHASE AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

JOHNSON'S WRECKER SERVICE, INC.

RAPID INCIDENT SCENE CLEARANCE (RISC) SERVICES

CONTRACT NO. 001383

CONTRACT DATE: February 2nd, 2018

CONTRACT AMOUNT: \$49,500.00

**COOPERATIVE PURCHASE AGREEMENT, FDOT STATE
STANDARD WRITTEN AGREEMENT NO. BE458, CFX
EXHIBIT "C", AND FORMS**

**COOPERATIVE PURCHASE AGREEMENT, FDOT STATE STANDARD
WRITTEN AGREEMENT NO. BE458, CFX EXHIBIT "C", AND FORMS**

RAPID INCIDENT SCENE CLEARANCE (RISC) SERVICES

CONTRACT NO. 001383

DECEMBER 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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| Attachment A – State of Florida Open Roads Policy Agreement (revised Jan. 2014) | A-8 to A-12 |
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| Standard Contract Terms and Conditions | A-17 to A-27 |
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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
RAPID INCIDENT SCENE CLEARANCE (RISC) SERVICES
CONTRACT NO. 001383**

This Agreement is made this 2 day of FEBRUARY 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX," and Johnson's Wrecker Service, Inc., whose address is 500 Wilmer Ave., Orlando, Florida 32808, hereinafter "CONTRACTOR" or "Vendor," who is duly authorized to conduct business in the State of Florida.

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of [CFX];" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide rapid incident scene clearance services on the Central Florida Expressway System as defined under Section 348.752(5) of Florida Statutes; and

WHEREAS, on or about October 31, 2017, and pursuant to Section 287.042(16)(a), the CONTRACTOR entered into an agreement with the State of Florida, Department of Transportation, hereinafter "State," to provide the same services as required by CFX; and

WHEREAS, pursuant to Article XII(O) of CFX's Procurement Policy, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the State Department of Transportation Agreement No. BE458, for the same services to be provided hereunder; and

WHEREAS, the above-referenced Contract is attached hereto and consists of the following:

| Item | Page No. | Description |
|----------------|-----------------|--|
| State Contract | Page 1 to 8 | Standard Written Agreement No. BE458 |
| Exhibit "A" | A-1 to A-7 | Scope of Services Rapid Incident Scene Clearance (RISC) for District 5 |
| Attachment A | A-8 to A-12 | State of Florida Open Roads Policy Agreement (revised Jan. 2014) |

| Item | Page No. | Description |
|--------------|-----------------|--|
| Attachment B | A-13 | Events, Crashes or Traffic Incidents* Utilizing the Services of the Recovery Vendor for Rapid Incident Scene Clearance |
| Attachment C | A-14 to A-16 | Equipment and Vehicle Requirements |
| | A-17 to A-27 | Standard Contract Terms and Conditions |
| Exhibit "B" | B-1 to B-3 | Method of Compensation |
| Exhibit "C" | C-1 | Proposer's Areas of Coverage |

and

WHEREAS, CFX has decided to contract with CONTRACTOR for the performance of the services described herein under substantially the same terms and conditions previously negotiated by the State; and

WHEREAS, the CONTRACTOR agrees to provide the services under substantially the same terms and conditions as included in the above-referenced Contract, and such additional terms and conditions as detailed below.

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

1. RECITALS

The recitals are true and corrected and incorporated herein as terms.

2. ADOPTION OF THE STATE CONTRACT

The parties adopt the terms and conditions in the CONTRACTOR's existing contract with the State Department of Transportation Agreement No. BE458, including Exhibits "A," "B", and "C" and Attachments A, B, and C, by reference as though set forth fully herein, hereinafter referred to as the "State Contract", subject to the substitutions or revisions described below.

2.1 References to "Florida Department of Transportation" and "Department" in the State Contract shall be replaced with the "Central Florida Expressway Authority," except in Exhibit "A," paragraph 1.1.

2.2 References to "Director" in the State Contract shall be replaced with "CFX Chief of Technology/Operations."

2.3 References to "Contract Manager" in the State Contract shall be replaced with the "Manager of Traffic Operations."

2.4 References to "District 5", "The District", and "District" in the State Contract shall be replaced with the "Central Florida Expressway Authority."

2.5 References to “Comptroller” in the State Contract shall be replaced with the “Chief Financial Officer.

2.6 Section 2, entitled “TERM,” on page 2 of the State Contract, shall be replaced in its entirety, including subsections 2A, 2B, and 2C, with the following:

2. TERM. This Agreement shall be effective for an initial term of three (3) years from the date of the Notice to Proceed, and shall continue, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of CFX. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term.

2.7 The first sentence of Subsection 3.A. on page 2 of the State Contract shall be revised by removing the text marked by strikeouts as follows:

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services, ~~unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes.~~

2.8 The first sentence of Subsection 3.F. on page 3 of the State Contract shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:

3. COMPENSATION AND PAYMENT

F. If a payment is not available within forty-five (45) ~~(40)~~ days, a separate interest penalty as established pursuant to Section 218.74215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor.

2.9 Subsections 3.G. and 3.H. on page 3 of the State Contract shall be deleted.

2.10 The references to “Legislature” in the State Contract on page 4, subsection 3.J., and page A-27, paragraph 45, shall be replaced with “the CFX Board.”

2.11 At the end of Subsection 5.A., under Section 5 entitled “COMPLIANCE WITH LAWS,” the Custodian of Public Records contact information shall be deleted and replaced with:

CFX Records Management Department
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Phone: 407-690-5000
e-mail: publicrecords@cfxway.com”

2.12 The reference to “the State” in Subsections 5.J. and 5.K. on page 7 of the State Contract shall be replaced with “CFX.”

2.13 The following subsections shall be inserted after Subsection 5.L.

M. 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.

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

2.14 The following subsection shall be inserted after Subsection 7.A. on page 7 of the State Contract:

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

2.15 On Page A-1 of Exhibit “A” entitled “Scope of Services,” the second sentence of Subsection 1.3 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

1.3 This agreement and RISC funding will be limited to use on CFX limited access highways. ~~Other non limited access highways will be considered on a case by case basis and must be approved by the Department’s State Traffic Engineer.~~ See section 8.3 for the list of roadways that are included in the District’s RISC Program.

2.16 On page A-1 of Exhibit “A” entitled “Scope of Services,” Subsection 2.1 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

2.1 CFX ~~The District~~ shall grant to a towing and recovery company (hereinafter “Vendor”) a nonexclusive privilege to provide RISC Services, for those events, crashes or traffic incidents described in Attachment “B”, on that portion of CFX’s ~~the District’s~~ roadway system selected by CFX. ~~selected by the Vendor.~~

2.17 On page A-2 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 4.2 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

4.2 The Vendor shall be available to provide these services on a twenty-four (24) hours a day, seven (7) days a week basis, and to provide the arrival status of their personnel and equipment upon request by the investigating law enforcement personnel and/or CFX’s designated representative ~~the District’s Regional Traffic Management Center.~~ The Vendor shall provide CFX ~~the District~~ with a telephone number at which the Vendor can be contacted at all times. Under no circumstances will answering services be allowed. ~~Phone numbers for the FDOT Traffic Management Center or FHP Regional Communications Center will be provided to the vendor upon acceptance of this agreement by both parties.~~

2.18 On page A-2 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 4.3 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

4.3 TIME IS OF THE ESSENCE IN THIS CONTRACT. Upon the FHP or CFX’s ~~the District’s~~ request for RISC services, the Vendor shall provide CFX ~~the District~~ or FHP an estimated arrival time. The Vendor will not transfer calls for recovery services to another Vendor. In the event the Vendor is unable to respond, the Vendor **must** notify the requestor. The Vendor will be rotated to the bottom of the rotation list and the next Vendor on the list will be contacted to respond. ~~If no Vendors within the local~~

~~service area are able to respond, the next closest vendor from another service area may be called.~~

2.19 On page A-3 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 4.4 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

4.4 Notification – The vendor shall notify CFX’s designated representative and the FDOT Traffic Management Center ~~or FHP Regional Communications Center~~ at the following points:

- a. When the Vendor is en route to the incident scene.
- b. When the Vendor arrives at the incident scene.
- c. When the Vendor is given the Notice to Proceed.
- d. When all travel lanes are cleared.
- e. Stoppage and restart times, if RISC recovery operations be are halted by Fire Rescue, FHP, local law enforcement or CFX the ~~Department~~ authorized representative.

2.20 On page A-4 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 8.3 shall be revised by adding the underlined text, removing the text marked by strikeouts, and replacing the table with the table below as follows:

This agreement covers Rapid Incident Scene Clearance by the Vendor for those segments of the following limited access highways, interchanges, and ramps and other approved roadway segments, under the jurisdiction and operational control of CFX the District and approved selected by the Vendor. Other areas in and outside CFX boundaries may be added at any time as the need arises or in order to correspond with CFX jurisdictional growth.

| Roadway | County |
|---------------------|--------------------------|
| S.R. 408 | Orange: 22 miles |
| S.R. 414 | Orange: 9 miles |
| S.R. 417 | Orange: 32 miles |
| S.R. 429 | Orange: 31 miles |
| S.R. 451 | Orange: 2 miles |
| S.R. 453 | Orange and Lake: 2 miles |
| S.R. 528 | Orange: 23 miles |
| Goldenrod Extension | Orange: 2.46 miles |

2.21 On page A-4 of Exhibit “A” entitled “Incident Response Requirements,” the reference to “Exhibit ‘C’ ” shall be replaced with “CFX’s Exhibit ‘C.’ ”

2.22 On page A-7 of Exhibit “A,” Section 12 entitled “Contract Term” shall be deleted.

2.23 On page A-7 of Exhibit "A," Section 16 entitled "Myfloridamarketplace Transaction Fee" shall be deleted.

2.24 On page A-7 of Exhibit "A," Section 12 entitled "Contract Term" shall be deleted.

2.25 On pages A-20, A-26 and A-27 in the Standard Contract Terms and Conditions, Section 14 entitled "Transaction Fee," Section 15 entitled "Invoicing and Payment," Section 39 entitled "Leases and Installment Purchases," and Section 43 entitled "Cooperative Purchasing" shall be deleted.

2.26 On page B-3 of Exhibit "B" entitled "Method of Compensation," Section 7 entitled "Compensation" shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

7. COMPENSATION. The Vendor shall not provide services that exceed the ~~Fiscal Year~~ contract amount(s) without an approved Amendment from CFX ~~the Department~~.

2.27 Exhibit "C" entitled "Proposer's Areas of Coverage" shall be replaced with CFX's Exhibit "C" entitled "Contractor's Areas of Coverage."

3. ADDITIONAL TERMS REQUIRED BY CFX

3.1 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 equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract. Work shall be conducted within the geographic bounds as outlined in the Contractor's Areas of Coverage attached as **CFX's Exhibit "C"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein.

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

3.2 CONTRACT AMOUNT. The Contract Amount for the Initial Contract Term is Forty-Nine Thousand Five Hundred Dollars (\$49,500.00). The Contractor shall be responsible for keeping track of the amount remaining in the Contract. CFX is under no obligation to pay the Contractor any sum that exceeds the Contract Amount.


3.3 LAWS OF FLORIDA; VENUE. This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

3.4 ENTIRE AGREEMENT. It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.

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

APPROVED BY:


JOHNSON'S WRECKER SERVICE, INC.

By:  V.P.
Darrell Johnson Jr.
Print Name and Title

Attest:  (Seal)

Date: January 12, 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Approved as to form and execution, only.


General Counsel for CFX

2018 JAN 12 PM 2:12

EXHIBITS AND ATTACHMENTS

| | | |
|-----------------|--------------------|--|
| State Contract | Page 1 to 8 | Standard Written Agreement No. BE458 |
| Exhibit "A" | A-1 to A-7 | Scope of Services Rapid Incident Scene Clearance (RISC) for District 5 |
| Attachment A | A-8 to A-12 | State of Florida Open Roads Policy Agreement (revised Jan. 2014) |
| Attachment B | A-13 | Events, Crashes or Traffic Incidents* Utilizing the Services of the Recovery Vendor for Rapid Incident Scene Clearance |
| Attachment C | A-14 to A-16 | Equipment and Vehicle Requirements |
| | A-17 to A-27 | Standard Contract Terms and Conditions |
| Exhibit "B" | B-1 to B-3 | Method of Compensation |
| Exhibit "C" | C-1 | Proposer's Areas of Coverage |
| CFX's Exhibit C | CFX C-1 to CFX C-2 | Contractor's Areas of Coverage |

FDOT
STATE STANDARD WRITTEN
AGREEMENT NO. BE458

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: BE458

Financial Project I.D.: 440030-1-82-08

F.E.I.D. No: F59-1635639

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:

(required for contracts in excess of \$5 million)
Procurement No.: ITN-DOT-16-17-5003-RISC

D.M.S. Catalog Class No.: 78141505

BY THIS AGREEMENT, made and entered into this day of 10/31/2017 | 1:01 PM EDT, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Johnson's Wrecker Service, Inc. of 580 Wilmer Avenue, Orlando FL. 32808 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with Rapid Incident Scene Clearance (RISC) for District 5

the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

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

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Director of Transportation Operations

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or June 30, 2020, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by June 30, 2020 or date of termination, whichever occurs first.

Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 300,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ _____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:
- (1) Keep and maintain public records required by the Department to perform the service.
 - (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
 - (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**District 5 Florida Department of Transportation, District 5 -
Office of General Counsel, 719 South Woodland
Blvd., Deland, FL 32720, (386) 943-5000,
D5prcustodian@dot.state.fl.us**

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B. Select the appropriate box:
 - The following provision is not applicable to this Agreement:
 - The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

 RESPECT
 2475 Apalachee Pkwy
 Tallahassee, Florida 32301-4946
 Phone: (850)487-1471
 - The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

 PRIDE Enterprises
 12425 - 28th Street, North
 St. Petersburg, FL 33716-1826
 (800)643-8459
 - This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- I. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- J. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement: Exhibit "A" - Scope of Services, including form PUR1000; Exhibit "B" Method of Compensation; Exhibit "C" Proposers Area of Coverage
- M. Other Provisions:
Sections 8G, and 8I are hereby deleted

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

Johnson's Wrecker Service, Inc.

Name of Vendor

BY: *Darrell Johnson, JR*
Authorized Signature

Darrell Johnson, JR
(Print/Type)

Title: Vice President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: *Alan E. Hyman*
Authorized Signature

Alan E. Hyman, P.E.
(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: DocuSigned by: Michelle Sloan
Procurement Office

LEGAL REVIEW: DocuSigned by: Ryan Maffei

EXHIBIT "A"
SCOPE OF SERVICES
RAPID INCIDENT SCENE CLEARANCE (RISC) FOR DISTRICT FIVE

1. PROJECT OBJECTIVE

- 1.1 In an effort to provide the traveling public of the State of Florida a cost effective, high quality, transportation infrastructure, the Florida Department of Transportation (hereinafter "Department") has implemented the "Open Roads Policy" attached hereto as Attachment "A" for Quick Clearance for Safety and Mobility to make travel in Florida safer and more efficient. Consistent with the Open Roads Policy, District Five has adopted an innovative clearance strategy by implementing the Rapid Incident Scene Clearance (RISC) Program in order to significantly reduce the time it takes to clear major highway incidents and truck crashes.
- 1.2 Towing regulations for heavy-duty wreckers currently used in Florida were developed decades ago. Heavy trucks hauling larger loads now require specialized equipment and skilled operators to quickly remove them after an incident. This contract provides an incentive to clear wreckage and open roads as quickly as possible. This contract does not eliminate the current Class "C" (Heavy -duty) wrecker class that will continue to be utilized to remove trucks and busses that are disabled.
- 1.3 This agreement and RISC funding will be limited to use on limited access highways. Other non-limited access highways will be considered on a case-by-case basis and must be approved by the Department's State Traffic Engineer. See section 8.3 for the list of roadways that are included in the District's RISC Program.

2. GENERAL DESCRIPTION

- 2.1 The District shall grant to a towing and recovery company (hereinafter "Vendor") a nonexclusive privilege to provide RISC Services, for those events, crashes or traffic incidents described in Attachment "B", on that portion of the District's roadway system selected by the Vendor.
- 2.2 The Vendor agrees to provide the professional incident clearance and vehicle recovery services in accordance with the terms and conditions described herein and in compliance with all Florida Highway Patrol (hereinafter "FHP") local city and county police officers, and Florida Department of Transportation Rules and Regulations, all local city and county Rules and Regulations, and applicable provisions of the Florida Administrative Code and Motor Vehicle Statutes.

The Vendor's relationship to the District is that of an independent contractor authorized to perform incident scene clearance and vehicle recovery services on the District's roadway system in strict compliance with the terms and conditions contained herein.
- 2.3 Should the District determine that the Vendor under this agreement is unable to assist, perform, or provide adequate services or equipment, the District reserves the right to utilize additional services or equipment from any available source. The District also reserves the right to modify the designated limits of responsibility of the Vendor at any time.
- 2.4 The Vendor and all their operators, employees and subcontractors shall cooperate and comply with the guidance of the FHP or District authorized representatives pertaining to scene safety and traffic control.

3. **GENERAL REQUIREMENTS**

- 3.1 The Vendor shall perform all work in accordance with Department Specifications (including all Supplemental Specifications and Special Provisions in the Specification Workbook), FY 2016 Design Standards and Manual of Uniform Traffic Control Devices (MUTCD).

Internet locations:

FDOT Design Standards:

<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>

MUTCD: http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm

- 3.2 Proper health and safety measures will be taken to insure safety for the traveling public, Department employees, Vendor employees, and subcontractor employees.
- 3.3 The owner(s) of heavy duty recovery companies applying for RISC vendor status shall submit a copy of the FDLE background investigation, per Florida Administrative Code 15b-9.003(2)(b), prior to final contract acceptance. Fees associated with the background investigation shall be the responsibility of the vendor.

4. **INCIDENT RESPONSE REQUIREMENTS**

- 4.1 The Vendor shall respond to FHP, and/or District requests for vehicle recovery and clearance services as soon as possible but no later than **fifteen (15)** minutes from the FHP or the Department's authorized representative initial contact with Vendor requesting RISC activation. The Vendor acknowledges that time is of the essence and shall arrive with the two Recovery Wreckers and the Recovery Support Vehicle with required equipment, and materials as specified in Attachment "C", and with all necessary traffic control devices at the incident site within **one hour (60 minutes)** from the time RISC activation is requested in order to qualify for RISC incentive payments. The 60 minute time frame begins with initial call to the Vendor. If the selected vendor has not responded within 15 minutes of the initial call, the next available Vendor will be contacted. The need for additional trucks and heavy equipment shall be jointly determined at the incident scene by the Department authorized representative or Asset Maintenance Contractor, FHP, local law enforcement and the Vendor's representatives. The need for the additional trucks and heavy equipment described herein shall not increase the time required by the Vendor to perform services.
- 4.2 The Vendor shall be available to provide these services on a **twenty-four (24) hours** a day, **seven (7) days** a week basis, and to provide the arrival status of their personnel and equipment upon request by the investigating law enforcement personnel and/or the District's Regional Traffic Management Center. The Vendor shall provide the District with a telephone number at which the Vendor can be contacted at all times. Under no circumstances will answering services be allowed. Phone numbers for the FDOT Traffic Management Center or FHP Regional Communications Center will be provided to the vendor upon acceptance of this agreement by both parties.
- 4.3 **TIME IS OF THE ESSENCE IN THIS CONTRACT.** Upon the FHP or the District's request for RISC services, the Vendor shall provide the District or FHP an estimated arrival time. The Vendor will not transfer calls for recovery services to another Vendor. In the event the Vendor is unable to respond, the Vendor **must** notify the requestor. The Vendor will be rotated to the bottom of the rotation list and the next Vendor on the list will be contacted to respond. If no Vendors within the local service area are able to respond, the next closest vendor from another service area may be called.

The response time specified herein shall be strictly enforced. Failure to respond to a call for RISC services or arrive at the incident site within the time required and with all necessary materials and equipment as specified herein will result in non-payment of the incentive feature. Failure to respond after the Vendor has agreed to the request for RISC implementation shall be considered a breach of this Contract.

- 4.4 Notification – The vendor shall notify the FDOT Traffic Management Center or FHP Regional Communications Center at the following points:
- a. When the Vendor is en-route to the incident scene.
 - b. When the Vendor arrives at the incident scene.
 - c. When the Vendor is given the Notice to Proceed.
 - d. When all travel lanes are cleared.
 - e. Stoppage and restart times, if RISC recovery operations be halted by Fire Rescue, FHP, local law enforcement or the Department authorized representative.

5. **TERMINATION**

- 5.1 The District reserves the right in its sole discretion to terminate this agreement for breach of a term of this agreement, upon **thirty (30)** days written notice to the Vendor by certified mail.
- 5.2 The District reserves the right to terminate this agreement at any time, for any reason, upon **sixty (60)** days prior written notice by certified mail.
- 5.3 Change of ownership or termination of the Vendor’s business shall be grounds for immediate termination of this agreement.

6. **INDEMNITY**

- 6.1 The Vendor shall indemnify and hold harmless the District, the FHP, their officials, officers, employees, consultants and agents from and against any and all liabilities, claims, injuries, damages, penalties, actions, suits, losses, costs expenses and attorneys’ fees for Vendor’s tortious conduct resulting from or arising out of District requests for vehicle recovery services or incident scene clearance on the District’s roadway system.

7. **MISCELLANEOUS**

- 7.1 This is a non-exclusive agreement. The District intends to allow other companies to perform vehicle recovery and incident scene clearance on a rotation basis within the area being serviced by the Vendor. Initially, assignment within a rotation shall be based on contract execution date with the Vendor having the earlier contract execution date given the first roadway incident scene clearance. Once a Vendor performs rapid scene clearance services, the Vendor will be placed at the bottom of the rotation. New Vendors added to the rotation will always be added to the bottom of the rotation even though another Vendor may have already performed services as the rotation existed at the time of contract execution. In some instances, there may be only one Vendor in a given service area and there would not be a rotation list. The one Vendor would receive all RISC calls for that area until such time as another vendor(s) was contracted with to provide services in that service area. The rotation list shall be managed by the FHP and/or the Department, at the discretion of the FHP.
- 7.2 If the Vendor is contacted by a party other than FHP or the District to provide the services described herein in the District, the Vendor shall notify the District of the request prior to responding. Failure to do so will automatically cause the Vendor to forfeit the performance

payments contained in Exhibit “B”, Method of Compensation. However, the Vendor would be eligible for the performance payments if the Vendor was authorized by FHP or the District prior to responding.

- 7.3 The Vendor or any of its operators or employees will not provide any gratuities, commissions, kick-backs or complimentary services of any kind to any District, FHP, or local law enforcement officials, officers, employees, consultants or agents.
- 7.4 Vendor agrees to provide copies of their itemized invoice to the Department and FHP for review and use.
- 7.5 Vendor must take photographs both prior to and subsequent to scene cleanup. Photos must be detailed in showing lane blockage and affected traffic from the incident scene.

8. RECOVERY AREAS

- 8.1 The District may review the recovery area boundaries periodically to ensure that level of service in each area is consistent with the quick clearance goals stated in the Open Roads Policy.
- 8.2 Recovery wrecker companies need not be located within the area boundaries, but they must mobilize and respond to calls within the indicated response time.
- 8.3 This agreement covers Rapid Incident Scene Clearance by the Vendor for those segments of the following limited access highways, interchanges, ramps and other approved roadway segments, under the jurisdiction and operational control of the District and selected by the Vendor.

| DESCRIPTION | COUNTY |
|---------------------|------------------------------|
| I-95 / SR 9 | FLAGLER: 19 miles in length |
| | VOLUSIA: 46 miles in length |
| | BREVARD: 73 miles in length |
| I-75 / SR 93 | MARION : 38 miles in length |
| | SUMTER: 30 miles in length |
| I-4/SR 400 | VOLUSIA: 28 miles in length |
| | SEMINOLE: 7 miles in length* |
| | ORANGE: 7 miles in length* |
| | OSCEOLA: 8 miles in length |

*Section of I-4 Ultimate (MM 72 to MM 98) is omitted from this roadway section.

- 8.4 From the roadway described in 8.3, the Vendor has selected to provide services for those areas described in Exhibit “C”. The Investigating Law Enforcement Officer or FDOT representative can allow additional response time (arrival to scene with all 3 pieces of contract required equipment) for a vendor who is responding to a RISC activation outside of his originally contracted area.

9. VENDOR REQUIREMENTS AND QUALIFICATIONS

- 9.1 The ultimate equitable owner/owners of the wrecker company shall be required to submit documentary proof showing previous experience and extensive knowledge in working Heavy Duty Towing and Recovery business. Vendor shall be in good standing on the FHP wrecker rotation list. The project description, dates, photos and locations of successfully completed projects shall be submitted with the Vendor's proposal. Award of the contract will be contingent on the demonstrated experience, knowledge and quality of work.
- 9.2 If the Vendor's primary place of business is located within a county or municipality that requires by local ordinance, an occupational license, said license must be maintained for the term of the Agreement.
- 9.3 The Vendor is required to abide by all local ordinances for wrecker providers within the county they are working RISC activations.
- 9.4 The Vendor must comply with all Rules and Statutes and provide evidence of current and valid insurance coverage required by the State of Florida and by the FHP Authorized Wrecker Program.
FHP Policy# 17.02
FSS 321.051
FAC Rule 15B-9
Vendor shall be subject to the standard rules and policies already established by the FHP. Suspensions from towing rotation list will be grounds for removal from the RISC contract.
- 9.5 The Vendor must maintain current and up to date CDL driving records, employment records and training records on all Operators and make them available for inspection by the FHP, local law enforcement, and Florida Department of Transportation or their authorized representatives.
- 9.6 The Vendor shall be proficient and able to demonstrate "Expedited Roadway Clearance Practices" and "Incident Scene Safety" including:
- Single lane uprighting of loaded tractor trailers.
 - Relocation of loaded, overturned, tractor trailers from travel lanes.
- 9.7 The Vendor shall be, or become, proficient and able to demonstrate such proficiency in the following areas within the time frames specified in 10.1.
- Setting up incident scene Traffic Control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
 - The mitigation of accidental discharges of motor vehicle fluids, per the Florida Guidelines.
- 9.7 The RISC Vendor agrees that upon activation of the RISC contract, the responsible party, unless otherwise directed by the Investigating Law Enforcement Officer can request towing of the damaged vehicle(s) to a location of their choice with the understanding that they will be charged for the tow at the rate established by the county or FHP where the incident occurred.

10. QUALIFICATIONS, TRAINING AND CERTIFICATION OF VENDOR'S OPERATORS

10.1 Within sixty (60) days of the execution of this agreement or sixty (60) days of their hiring date, all lead Wrecker Operators and/or Recovery Personnel shall:

1. Complete Intermediate Maintenance of Traffic (MOT) training from a certified Department approved training agency. It is recommended that support personnel involved in the recovery effort also complete the Intermediate MOT training from a certified Department approved training agency. Recovery operators and support personnel shall also complete the FDOT MOT Training Course for Incident Responders, which is available online at:

- <http://wbt.dot.state.fl.us/ois/MOTTIRCBT/index.htm>

*NOTE: At least one member of wrecker/recovery personnel, certified in Intermediate MOT, must be on-scene at all times throughout the entirety of any RISC event. No work will be issued prior to completion and submittal of the Course Completion Certificate to The Department.

2. Receive instruction, training and if applicable, examination in each of the following specialized recovery wrecker operator services:
 - Heavy Duty Wrecker Operations
 - Ultra Heavy Wrecker and Recovery Practices
 - Hazardous Materials Awareness

This training shall be conducted by state and/or industry recognized and approved instructors.

3. Have knowledge and understanding of the following policies/procedures:
 - Traffic Incident Management Practices including:
 1. The Florida "Open Roads" policy
 2. The Florida "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)

10.2 Within one hundred twenty days (180) days of the execution of this agreement, or their hiring date, ALL wrecker/recovery personnel shall complete the 4-hour SHRP-2 Training certification under the instruction of a FHWA certified SHRP-2 Trainer.

11. AREAS WITH NO AVAILABLE 'RISC' VENDORS

It is anticipated that there may be areas in which the Department does not have under contract a RISC Vendor or times when a Vendor or Vendors for an area are unavailable to respond to a request for services. In such situations the Department reserves the right to contact any available RISC Vendor. The Department or FHP will attempt to call the Vendor whose facilities appear to be closest to the incident. Such Vendor shall be eligible for performance payment under paragraphs 2.2 and 2.3 of Exhibit "B" provided the Vendor is able to respond immediately with the two required recovery units and recovery support vehicles as referenced in Attachment "C" within the arrival time agreed upon by the department designee and the vendor provided all travel lanes are open within 90 minutes after the notice to proceed is given by FHP and/or the Department authorized representative. The Vendor should also be eligible to receive any additional performance payments provided the contract times are met.

12. CONTRACT TERM

The term of the agreement will be from the date of contract execution through thirty-six (36) months.

13. VENDOR PERFORMANCE

The Department will evaluate the Vendor's performance following each incident and will maintain such evaluations for use in administering this contract and in future contract renewal awards.

14. ADDITIONAL VENDORS

The District reserves the right to add new Vendors to provide services in accordance with this contract at such time as the prospective Vendor is able to provide the District with documentary proof of compliance with the requirements and qualifications specified herein.

15. PAYMENT OF TOLLS

The Vendor's attention is directed to the fact that the Vendor will be required to pay tolls, as applicable to the general public.

16. MYFLORIDAMARKETPLACE TRANSACTION FEE

This procurement is subject to the MyFloridaMarketPlace transaction fee, pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

Attachment A

State of Florida

OPEN ROADS POLICY AGREEMENT
(Revised January 2014)

Quick Clearance for Safety and Mobility

This Open Roads Policy Agreement (Agreement) is entered into between the Florida Highway Patrol (FHP) and the Florida Department of Transportation (FDOT) and establishes a policy for FHP and FDOT personnel to expedite the removal of vehicles, cargo, and debris from roadways on the State Highway System to restore, in an **URGENT MANNER**, the safe and orderly flow of traffic following a motor vehicle crash or other traffic incident on Florida's roadways.

Whereas, public safety is the highest priority and must be maintained on Florida's roadways before, during, and after traffic incidents; and

Whereas, the quality of life in the State of Florida is heavily dependent upon the free movement of people, vehicles, and all types of commerce, and FHP and FDOT share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible; and

Whereas, traffic incidents account for approximately twenty-five percent of non-recurring congestion and the impacts on commerce can be minimized with sound traffic incident management practices by responding agencies; and

Whereas, nationally, it is estimated that five fire personnel, twelve police officers, and sixty tow truck operators are killed in struck-by incidents each year, and governmental entities have the responsibility to do whatever is reasonable to reduce the risks to responders; and

Whereas, secondary crashes pose safety risks to incident responders and all motorists; and

Whereas, the expeditious clearance of traffic incidents promotes safety, and that vehicle removal, move-over laws, and quick clearance policies minimize exposure and the potential for secondary crashes; and

Whereas, it is understood that damage to vehicles or cargo or both may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the priority of responders is to safely restore traffic to normal conditions because traffic incident related congestion has an enormous cost to society. This cost is significantly greater than the salvage value of an already damaged vehicle and its cargo.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. Reasonable attempts will be made to avoid unnecessary damage to vehicles and cargo in the process of clearing the roadway.

2. The following operating standards are based on the philosophy that the State Highway System will not be closed or restricted any longer than is absolutely necessary following a traffic crash or other roadway traffic incident.

3. Florida Highway Patrol Operating Standards:

a. Members of FHP who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When an investigation is required, it will be conducted in as expedient a manner as possible considering the severity of the incident. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow completion of those tasks. FHP will close only those lanes absolutely necessary to safely conduct the investigation. FHP will coordinate with FDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic at the scene, and restore the roadway to normal conditions as soon as possible.

b. Whenever practical, damaged vehicles on access-controlled roadways will be removed to off ramps, accident investigation sites, or other safe areas for completion of investigations to reduce delays. Tow truck operators will be requested as soon as it is evident that they will be needed to clear the roadway. FHP will assure that all authorized tow operators have met established competency levels and that the equipment is of appropriate size, capacity, and design to meet all standards of the State of Florida.

c. FHP will not unnecessarily cause any delay in reopening all or part of a roadway to allow a company to dispatch its own equipment to off-load cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. FHP and FDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner, to include the use of FDOT's Rapid Incident Scene Clearance (RISC) Procedure Number 750-030-020 when and where appropriate.

4. Florida Department of Transportation Operating Standards:

a. When requested by FHP or any other emergency response agency, FDOT will respond and deploy resources to major traffic incidents 24 hours a day, 7 days per week. Each FDOT District will develop and implement response procedures to meet the goal of providing initial traffic control within **30 minutes** of notification during the assigned working hours of each maintenance yard, and **60 minutes** after hours.

b. FDOT, in coordination with FHP, will upgrade traffic controls, determine detour routes, and discuss clearance strategies. When requested, FDOT will provide temporary traffic controls to ensure a safe work zone for all responders and the motoring public.

c. FDOT, in cooperation with FHP, will determine and deploy the necessary heavy equipment and manpower to reopen the roadway if there is a delay in clearing the travel lanes, or if the task is beyond the capabilities of the tow truck operator on scene. If cargo or spilled loads [non-hazardous] are involved, FDOT will make every effort to assist in the relocation of the materials in the shortest possible time, using whatever equipment necessary. All such materials or any vehicles relocated by FDOT will be moved the minimum practical distance to eliminate traffic hazards.

d. FDOT personnel will document all hours and equipment used for traffic control, roadway clearance, and debris clean up. FDOT will place traffic control devices at the scene should any damaged vehicles or cargo remain on the shoulder adjacent to the travel lanes for removal at a later time.

5. FDOT and FHP will continually work together to ensure that the needs of motorists on state roadways are being met in the most professional, safe, and efficient manner.

6. FHP and FDOT will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this Agreement.

7. FHP, together with FDOT, will research, evaluate, and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or traffic incident scenes. FHP, using these techniques, will prioritize the investigative tasks that impede traffic and reopen travel lanes upon completion of such tasks that must be conducted in order to minimize impeding traffic.

8. Roadways will be cleared as soon as possible. It is the **goal** of all agencies that **all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer**. This goal is made with the understanding that more complex scenarios may require additional time for complete clearance.

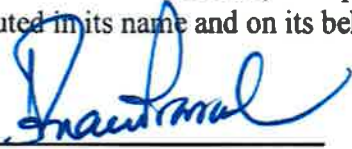
9. This Agreement applies to the impacts of roadway traffic incidents and does not apply to closures that are necessary for the furtherance of motorists' safety such as those undertaken for high winds, flooding, ice, fog, smoke, or other circumstance.

10. FHP and FDOT will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse this Agreement for the State of Florida.

11. FHP will be responsible for calling a meeting with FDOT in July of each year to review this policy, and make changes as necessary.

12. With the mutual agreement of both parties, this policy agreement may be terminated on an agreed upon date without penalty to either party.

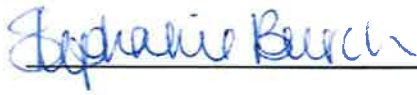
In witness whereof, each party to this Agreement has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative.

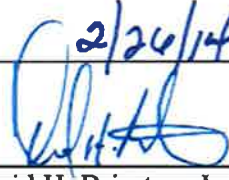
By: 
Ananth Prasad, P.E.
Secretary
Florida Department of Transportation

By: 
Julie L. Jones
Executive Director
Florida Department of Highway Safety and
Motor Vehicles

Date: 1-31-14

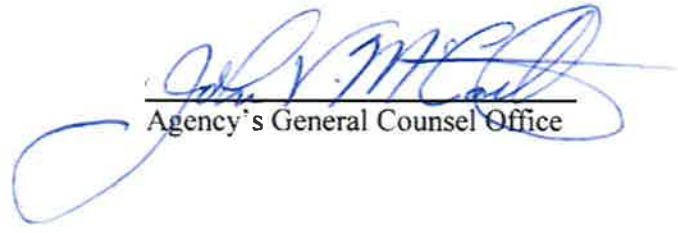
Date: 2/26/14

Legal Review:


By: 
Col. David H. Brierton, Jr.
Director
Florida Highway Patrol

Date: 2/17/14

Reviewed By:


Agency's General Counsel Office

ATTACHMENT "B"

EVENTS, CRASHES OR TRAFFIC INCIDENTS* UTILIZING THE SERVICES OF THE RECOVERY VENDOR FOR RAPID INCIDENT SCENE CLEARANCE

- A. Tractor Trailer Combinations (DOT Class 8)
 - **Rollover blocking one or more travel lanes**
 - **Multiple truck crash**
 - **Lost Load on or affecting the travel lanes**
 - **Load Shifted on or affecting a travel lane**
 - **Lost tandems or split trailer on or affecting a travel lane**
 - **Truck fire with tires burned off or cargo spilled**
 - **Major impact with or on top of a barrier wall, guard rail or with a bridge support.**

- B. Trucks over 16,000 lbs. (DOT Class 5, 6 & 7)
 - **Rollover blocking one or more travel lanes**
 - **Lost load on or affecting the travel lanes**
 - **Load shifted on or affecting a travel lane**
 - **Truck fire with tires burned off or cargo spilled**
 - **Major impact with or on top of a barrier wall, guard rail or with a bridge support.**

- C. Motor Homes and Motor Coaches (DOT Class 5 and 6)
 - **Rollover blocking one or more travel lanes**
 - **Fire with tires burned off**
 - **Major impact with or on top of a barrier wall, guard rail or with a bridge support**

- D. Busses (16 passenger or more, DOT Class 6, 7 & 8)
 - **Rollover blocking one or more travel lanes**
 - **Fire with tires burned off or burned luggage on the roadway**
 - **Major impact with or on top of a barrier wall, guard rail or with a bridge support**

- E. Aircraft
 - **Any incident involving an aircraft effecting the travel lanes**

- F. Large yacht type boats

- G. Mobile Homes, Modular Homes, or Modular Buildings

Note: In addition, any complex or extended incident where vehicles cannot be easily towed from the scene or are creating a hazard to traffic may be candidates for using the "Vendor" as directed by the District.

*Includes but not limited to

Rapid Incident Scene Clearance (RISC) for District Five ATTACHMENT "C"

Equipment and Vehicle Requirements

The Vendor shall be required to submit to the Department documentary proof of current ownership or lease of the following equipment having the minimum capacity, size and number listed below:

A. Initial Response (required equipment):

Recovery Wrecker Requirements (Company Owned/or leased)

One 50-Ton (Heavier) Hydraulic, extendable, fixed boom, ultra heavy duty recovery wrecker with a boom structural rating (TEMA or SAE) of 100,000 lbs. A minimum of two planetary winches with a manufacturers rating of 50,000 lbs. each and 200 ft. of ¾" cable. The boom shall extend a minimum of 150" beyond the tailgate. The boom shall elevate to a working height of 21 ft. The truck chassis shall be a minimum of 62,000 lbs gross vehicle weight (GVW). The unit shall be equipped with an under reach tow unit with a capacity of 50,000 lbs. The truck chassis must be designed for or reinforced for severe service. The drive line shall also be severe service and geared for the low end, high torque applications frequently required for quick clearance and relocation of loaded, wrecked heavy trucks - in some cases while they are still overturned. The wrecker shall be stocked with the additional tools, equipment and material listed in Section D of this attachment.

AND

One 35 ton capacity rotator type heavy duty wrecker or extendable boom, with the same capacity or greater. The Vendor may request to substitute a mobile crane for the rotator. To be considered, the mobile crane must be equipped for truck crash recovery with the tool supplies and rigging as established in this agreement. State of Florida crane operator certification is required. The Department reserves the right to approve or reject the request to substitute a crane for the rotator wrecker.

NOTE: ONE OF THE ON-SCENE WRECKERS SHALL BE A ROTATOR.

AND

One Recovery Support Vehicle with an enclosed or utility body and a roof mounted DOT approved MUTCD Type B arrow board. The Support Vehicle shall be stocked with MUTCD traffic control devices (signs, sign stands and cones etc.) and the additional tools, equipment and material listed in Section E of this attachment.

*Note: The support vehicle as specified shall be purchased or acquired and placed into service within sixty (60) days from execution of this agreement.

**B. Additional Trucks and Heavy Equipment Requirements:
(Company Owned/or leased)**

- 1 ea. Heavy-duty *skid steer loader* with bucket, broom, and fork attachments
- 1 ea. *Tilt bed, hydraulic, lowboy semi-trailer* (Landoll or equivalent) with a 35 ton capacity, 48 ft. bed and a 20,000 lb. winch with 75 ft. of 5/8" cable
- 1 ea. Tandem axle *tractor* with a sliding fifth wheel
- 1 ea. Rubber tired, articulated, heavy construction *end loader* with a minimum 2 yard bucket (when loaded on the lowboy trailed the combined height must not exceed 13ft.-6in.)
- 2 ea. 20-yard dumpsters (including ability to transport them to scene.)

C. Subcontracted Service Providers

The Vendor shall provide proof of an existing account in good standing with a local company to provide the following services. These services must have the means to respond to a major incident scene 24 hours per day/7 days per week in one hour or less.

- A **Maintenance of Traffic (MOT)** Contractor that can provide and set up MUTCD and FDOT approved work zone traffic controls including a Worksite Traffic Supervisor.
- A **Disposal Company** that can deliver to the scene of an incident dumpsters or hoppers for crash debris, fire debris and or spilled non-hazardous cargo.
- A **Vacuum or Suction Service** for off loading or recovering spilled grains, powders, plastic pellets, etc.
- A **Trucking or Transport company** that can provide dump, refrigerator or flat bed trucks and trailers.
- A **Construction Crane Rental Company** with 50 ton and larger mobile cranes.
- A source of bulk sand available 24 Hours a day, 7 days a week.

D. Items Required on Recovery Wreckers

Each Recovery Wrecker shall carry the following tools, supplies and rigging:

- Alloy (grade #8) chain: 2 ea. 3/8"x 10', 2 ea. 5/8"x 10' and 4 ea. 1/2"x 10'
- Two pair (4), wide profile, 50 ton, nylon recovery straps
- Four heavy duty snatch blocks (working load matched to the wrecker)
- Various hooks, clevis' and chokers (matched to the wrecker capacity)
- 1 ea. High Pressure air cushion (24"x24") with control module and hose
- 4 ea. 4-foot, hardwood timbers (4"x6")
- 8 ea. 2-foot, hard wood cribbing (4"x4")
- 1 ea. Extension ladder (20ft)
- 1 ea. 36" bolt cutters
- 2 ea. BC Fire extinguishers (10 lbs.)
- 1 ea. Long handle axe
- 2 ea. Long handle shovels (flat blade)
- 2 ea. Long handle shovels (round blade)
- 2 ea. Street brooms
- 4 ea. Wheel chocks
- 1 ea. 5 ft. Pike bar
- 1 ea. Crow bars (36")
- 1 ea. Sledge hammer (10-12 lbs)
- 2 ea. Large capacity trash cans or bagsters
- 1 ea. Hydraulic jack (20 ton)
- 1 ea. Plug/spill kits, fully stocked
- Angle iron or aluminum, wide flange various lengths
- 1 ea. Complete brake release kit: (hand tools, hoses, glad hands, numerous fittings and brake caging bolts)
- 2 ea. Heavy duty, Industrial flashlights
- 12 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- 4 Dozen 30-minute highway flares
- 120 lbs. or 30 gal. of oil dry or approved absorbent
- 50 ft. of rope (1/2")
- 4 ea. load binders, transport chains and cheater pipe
- 1 ea. Tarpaulin (20 ft x 20 ft.)
- Digital camera or cell phone camera with a minimum of 5 megapixels.
- 2 ea. Rolls of duct tape

- 2 ea. Sewer drain or inlet covers (mud flaps acceptable)
- 1 ea. Complete mechanics hand tool set
- 1 ea. Complete first-aid kit

E. Items required in the Recovery Support Vehicle

- 60 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- 4 ea. Fabric, MUTCD approved Incident Mgt. Warning signs
- 4 ea. Portable sign stands for 48" warning signs (see above)
- 1 ea. Gas powered cut-off saw
- 4 ea. 500-watt Auxiliary flood lights w/stands
- 1 ea. Portable air compressor
- 1 ea. Air impact wrench with sockets
- 1 ea. Air powered metal chisel
- 1 ea. Acetylene/Oxygen cutting torch
- 2 ea. Bolt cutters (36")
- 2 ea. Long handle shovels (flat blade)
- 2 ea. Long handle shovels (round blade)
- 2 ea. Aluminum or plastic coal or grain shovels
- 4 ea. Street brooms
- 1 ea. Adjustable drum moving dolly
- 2 ea. Hand trucks
- 1 ea. Pallet puller
- 1 ea. Dock plate with clamps
- 2 ea. Large Tarpaulins (20 ft. x 20 ft.)
- 12 Dozen 30-minute Highway flares
- 200 lbs. or 50 gals. of oil dry or approved absorbent
- 1 Roll of rubber floor runner (36" wide)
- 10 lbs. of 16D nails
- 10 softwood 2x4 studs
- 2 Rolls of heavy duty (80 gauge) stretch wrap with dispenser
- 4 Rolls of duct tape
- 10 load binders and securement chain for a 30 ton load
- 1 Case of heavy duty, 55 gallon trash bags
- 1 Roll of heavy gauge visqueen plastic sheeting
- 1 ea. Complete first-aid kit
- 4 ea. pallets of filled dry sandbags (approximately 200 1/2-filled standard woven plastic sandbags)
- (2) 50 lb containers of Asphalt Cold Patch or Aquaphalt.

*Note: Substitutions of comparable performance/capacity may be allowed with approval of FDOT D5 TIM Program Manager.

These tools, supplies and material are required as a minimum. It is expected that a professional recovery wrecker operation will supplement this list with all items needed to operate in a safe and efficient manner. All equipment must be maintained and in safe, good working order throughout the term of this contract.

The "Vendor" grants the Florida Department of Transportation, and the Florida Highway Patrol the right to inspect the vehicles and equipment, or those of any subcontractor, upon request during normal business hours to establish or confirm that the Company is in compliance with the terms of this Agreement.

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1000 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

State of Florida PUR 1000

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18. Lobbying and Integrity.
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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional

prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~5. **Additional Quantities**. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~11. **Transportation and Delivery**. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor~~

~~suspension.~~

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. ~~The Contractor shall be fully liable for the actions of its agents, employees,~~

~~partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.~~

~~Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.~~

~~The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.~~

20. Limitation of Liability. ~~For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.~~

~~Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.~~

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to

any additional compensation.

~~**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

~~**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the~~

~~general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.~~

~~**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.~~

~~**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.~~

~~Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.~~

~~Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.~~

~~The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.~~

~~Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.~~

~~Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.~~

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service

representative.

~~**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.~~

~~Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed~~

to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. ~~The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT "B"
METHOD OF COMPENSATION

1. **BILLING VEHICLE OWNERS**

The Vendor agrees to seek compensation for actual vehicle recovery and towing services performed pursuant to this agreement solely from the owner of the vehicle or their insurance provider. The Vendor agrees that no claim for compensation will be made against the District, the Florida Highway Patrol, local law enforcement or its employees or agents for any recovery or towing services.

2. **PERFORMANCE PAYMENTS**

The Vendor shall be eligible for payment under paragraph 2.1 or 2.2, but not both, provided certain requirements are met. Payment under paragraph 2.3 shall only be made if performance payment is made under paragraph 2.2 and the additional trucks and heavy equipment were mobilized at the request of the Department.

2.1 In the event the Vendor mobilizes and arrives at the crash scene at the District's request with the traffic control devices and recovery equipment, as specified in Attachment "C", within one hour, unless additional arrival time has been granted for out of area/zone response by the District and recovery services are not necessary or another towing and recovery firm hired or engaged by the vehicle owner is allowed by FHP, local law enforcement, and the District incident managers to complete the clearance of the incident and towing of the vehicles, the District agrees to pay a Flat Rate **Service payment** of **\$600.00**. Once a "notice to proceed" is given to the Vendor to commence actual performance of removal and clearance services, the Vendor is not eligible for payment under this paragraph 2.1.

2.2 The Department agrees to pay the Vendor a Flat Rate **Emergency Response and Mobilization payment** of **\$2,500** when services were authorized by the Department, FHP or local law enforcement.

To qualify for the Emergency Response and Mobilization payment the Vendor must:

- Have responded to the incident scene with all requested recovery, clearance and traffic control equipment and necessary personnel **within one hour** from the official notification by the FDOT, FHP or local law enforcement, unless additional arrival time has been granted for out of area/zone response by the District.

AND

- Have completed the removal and clearance of all crash scene vehicles, cargo, debris and non-hazardous vehicle fluids from **all travel lanes** and **opened** to traffic **within 90 minutes** after the Notice to Proceed by FHP, local law enforcement or a Department authorized representative.

Note: The documented "notice to proceed" and "all lanes open" times recorded at the Traffic Management Center (TMC), FHP Communications Center or local law enforcement communications center will be used to verify the request for emergency response and mobilization payment. If needed, the final clean up and removal of wreckage and debris shall be coordinated with the District, FHP or local law enforcement and may be postponed until the operation will have a minimal impact on traffic.

- 2.3 Upon approval of the Investigating Law Enforcement Officer, or the district designee, the District agrees to pay for a Flat Rate **Additional Trucks and Heavy Equipment Response and Mobilization payment**, of **\$600** for the additional Trucks and Heavy Equipment listed in Attachment "C".

This payment will apply for response and mobilization of the equipment in Attachment "C" when not used in the recovery effort. The cost of bringing this additional equipment will not be billed to insurance companies by the Vendor.

The vendor may qualify for the additional equipment mobilization payment of \$600 in addition to the initial response mobilization payment of \$600 shown in 2.1 above, if the RISC vendor arrives on-scene within the required time frames and is not utilized for incident recovery.

- 2.4 **Once the additional equipment is placed into service in the recovery effort at the incident scene, the above "Additional Trucks and Heavy Equipment Response and Mobilization payment" will be increased to \$1,000 and the use may be billed to the insurance companies by the Department as part of the RISC incident. \$1,000 is the maximum payment available in section. 2.3 Exhibit B.**
- 2.5 The FHP Regional Communications Center, any applicable local law enforcement agency communication center, or the Department Traffic Management Center will note all times as related to the RISC implementation and operation.

3. **FORFEITURE OF PERFORMANCE PAYMENTS**

No performance payment shall be made to the Vendor under paragraph 2.2 and 2.3 of this Exhibit "B" if the Vendor has not completed their work and all travel lanes are not open to traffic **ninety (90) minutes** after the notice to proceed.

If the Vendor was ordered to stop their roadway clearance activity by Fire Rescue, FHP, local law enforcement or the Department authorized representative, the Vendor will not be penalized for the time they were delayed. This extended time must be documented by the authorized representative of the District or incident commander at the incident scene. The vendor should ensure that both the time of the work stoppage and the restart time are recorded in the incident log (event chronology).

4. **LIQUIDATED DAMAGES**

If the Vendor has not completed the removal and clearance of the vehicles, non-hazardous cargo, debris and vehicle fluids after three hours from the Notice to Proceed, and all travel lanes are not open to traffic as a result, a flat rate of **\$600** can be assessed against the Vendor at the discretion of the authorized representative of the District. An additional **\$600** will be assessed for each additional hour or **\$10 per minute** it takes the Vendor to completely open the roadway to traffic.

Exemptions to the Liquidated Damages Provisions:

Incidents involving trucks hauling a Hazardous Material cargo that by direction of the Department authorized representative require special precautions. Incidents involving damage to the roadway infrastructure that prohibit reopening the travel lanes.

5. **BILLING**

The Vendor shall bill the Department for services rendered only upon receipt of a **Confirming Letter of Authorization (LOA)** issued by the Department following completion of services. The Department's LOA shall identify the location where services were authorized to be performed, the services to be compensated, and the rate to be paid as set forth in this agreement. The Vendor's invoice shall reference the services being billed and the LOA number.

6. **INVOICES**

The Vendor agrees to provide the District with copies of all invoices billed to insurance companies of vehicles involved in RISC activation.

All elements of a RISC activation shall be completely documented by the Vendor. This shall include photographs, time of day, lanes blocked, and duration of incident.

7. **COMPENSTATION**

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

8. **FINANCIAL CONSEQUENCES**

If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department. Financial Consequences for unsatisfactory performance are referenced in Section 6B of the Standard Written Agreement, Form No. 375-040-19. Payment will not be made to the Vendor until the products have been delivered and/or the specified services have been satisfactorily performed and accepted by the Department.

EXHIBIT "C"
PROPOSER'S AREAS OF COVERAGE

(Check the box(es) to indicate the highway segment(s) your firm will cover)

| Roadway | County | From | To | Approx. Distance | Selected Zones |
|-----------------|------------------|--|--|------------------|---------------------------------------|
| I-75 | Sumter | Hernando/Sumter County line (MM305.5) | CR 470 (Exit 321) | 16 miles | <input type="checkbox"/> |
| I-75 | Sumter | CR470 (Exit 321) | Sumter/Marion Co line (MM 335.6) | 15 miles | <input type="checkbox"/> |
| I-75 | Marion | Sumter/Marion Co line (MM335.6) | US 27 (Exit 354) | 18 miles | <input type="checkbox"/> |
| I-75 | Marion | US 27 (Exit 354) | Marion/Alachua County line (MM373.8) | 20 miles | <input type="checkbox"/> |
| I-4 | Osceola/Orange | Polk/Osceola Co Line (MM57.6) | Kirkman Rd/SR 435 (I-4 Ultimate Project Limit) (Exit 75A) | 16 miles | <input checked="" type="checkbox"/> |
| I-4 | Seminole/Volusia | SR 434 (I-4 Ultimate Project Limit) (Exit 94) | Saxon Blvd (Exit 111 A/B) | 13 miles | ? <input checked="" type="checkbox"/> |
| I-4 | Volusia | Saxon Blvd (Exit 111 A/B) | US 92 (Exit 129) | 18 miles | <input type="checkbox"/> |
| I-4/I-95 | Volusia | US 92 (Exit 129) | SR 400 at Andros Isles Blvd | 4 miles | <input type="checkbox"/> |
| (Combined Zone) | | LPGA Blvd (Exit 265) | SR 421/Dunlawton Blvd (Exit 256) | 9 miles | <input type="checkbox"/> |
| I-95 | Flagler | St. Johns/Flagler County line (MM297) | Flagler/Volusia County line – Old Dixie Highway (Exit 278) | 19 miles | <input type="checkbox"/> |
| I-95 | Volusia | Flagler/Volusia County line – Old Dixie Highway (Exit 278) | LPGA Blvd (Exit 265) | 13 miles | <input type="checkbox"/> |
| I-95 | Volusia | SR 421/Dunlawton Blvd (Exit 256) | Volusia/Brevard County line (MM232.5) | 24 miles | <input type="checkbox"/> |
| I-95 | Brevard | Volusia/Brevard County Line (MM 232.5) | SR 528/Beachline Expressway (MM205.5) | 27 miles | <input type="checkbox"/> |
| I-95 | Brevard | SR 528/Beachline Expressway (MM205.5) | SR 518/Eau Gallie Blvd (MM183.5) | 22 miles | <input type="checkbox"/> |
| I-95 | Brevard | SR 518/Eau Gallie Blvd (MM183.5) | Brevard/Indian River County line (MM160) | 24 miles | <input type="checkbox"/> |

Note: All zone limits that end/begin at an interchange will include all interstate exit and entrance ramps associated with the identified interchange.

*Zones may be changed, at the discretion of the District, to insure the highest level of efficiency in responding to, and clearing, RISC incidents.

**CFX'S EXHIBIT "C" –
CONTRACTOR'S AREAS OF
COVERAGE**

CFX'S EXHIBIT "C"

CONTRACTOR'S AREAS OF COVERAGE

| Roadway | County | From | To | Approx. Distance |
|---|---------------|---|---|--|
| S.R. 408 | Orange | Interchange Florida's Turnpike near S.R. 50 west at Clarke Road | Interchange with SR 50 east of Alafaya Trail | 22 miles There are four mainline and 22 ramp toll plazas. |
| S.R. 414 a/k/a John Land Apopka Expressway | Orange | US 441 / Orange Blossom Trail | US 441 near Plymouth Sorrento Road | 9 miles Out of the total 9 miles, 3 miles are part of the dual route with SR 429 (SR 429/414). There is one mainline plaza and four ramp plazas. |
| S.R. 417 a/k/a Central Florida GreeneWay | Orange | The interchange with International Drive near SR 535, running east, south of the Orlando International Airport, | and turning north to the Seminole/Orange County line, | 32 miles There are four mainline and 26 ramp plazas on this roadway. The portions of SR 417 north of the Seminole/Orange County line and south of International Drive are owned and operated by the Florida Department of Transportation (FDOT). |

| Roadway | County | From | To | Approx. Distance |
|---|-----------------------|---|--------------------------|---|
| S.R. 429 a/k/a Daniel Webster Western Beltway | Orange | Seidel Road north | Mount Plymouth Road | 31 miles (Of the total 31 miles, 3 miles are part of the dual route with SR 414 (SR 429/414)) There are two mainline plazas, two mainline gantries and 12 ramp plazas. + The portion of SR 429 from south of Seidel Road to I-4 is owned and operated by FDOT. |
| S.R. 451 | Orange | north of SR 414 | US 441 near Vick Road | 2 miles There are no mainline or ramp plazas. |
| S.R. 453 | Orange and Lake | SR 429 | SR 46 in Lake County | 2 miles SR 453 is expected to open in summer of 2018. There is one mainline gantry. |
| S.R. 528 a/k/a Martin B. Anderson Beachline Expressway | Orange | Boggy Creek Road / McCoy Road in the west | SR 520 in the east | 23 miles There are two mainline and ten ramp facilities (includes two ramp rebate gantries). The portions of SR 528 east and west of CFX's jurisdiction are owned and operated by the FDOT. |
| Goldenrod Extension | Orange | Lee Vista Blvd. South | Cargo Road North | 2.46 miles There is 1 mainline plaza. |

Note 1. December 2017 - While CFX's jurisdiction includes; Orange, Brevard, Lake, Osceola, and Seminole Counties; only Orange County has active limited access highways, interchanges, and ramps online. It is anticipated that additional limited access highways, interchanges, and ramps will become active and online within Lake County during the first half of 2018. Dates for future expansion within Brevard, Seminole, and Osceola are currently unavailable.

<https://www.cfxway.com/wp-content/uploads/2016/06/CFX-System-Map-2016.pdf>

E.

Chain Reports

E.1.


Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members
FROM: Michael Carlisle, Director of Accounting and Finance
DATE: November 23, 2020 
RE: October 2020 Financial Reports

Attached please find the October 2020 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 OCTOBER 31, 2020 AND YEAR-TO-DATE**

| | <u>FY 21 MONTH ACTUAL</u> | <u>FY 21 MONTH BUDGET</u> | <u>FY 21 YEAR-TO-DATE ACTUAL</u> | <u>FY 21 YEAR-TO-DATE BUDGET</u> | <u>FY 21 YEAR-TO-DATE VARIANCE</u> | <u>FY 21 YEAR-TO-DATE % VARIANCE</u> | <u>FY 20 - 21 YEAR-TO-DATE COMPARISON</u> |
|---|-----------------------------------|-----------------------------------|--|--|--|--|---|
| REVENUES | | | | | | | |
| TOLLS | \$ 40,516,417 | \$ 30,900,000 | \$ 147,358,304 | \$ 99,200,000 | \$ 48,158,304 | 48.5% | -9.2% |
| FEES COLLECTED VIA UTN/UTC'S AND PBP'S | 540,788 | 670,500 | 2,262,334 | 2,505,533 | (243,200) | -9.7% | -33.1% |
| TRANSPONDER SALES | 77,791 | 74,200 | 286,321 | 292,250 | (5,929) | -2.0% | -5.6% |
| OTHER OPERATING | 98,699 | 137,314 | 306,663 | 378,054 | (71,391) | -18.9% | -40.9% |
| INTEREST | 389,405 | 506,132 | 4,627,504 | 2,018,396 | 2,609,108 | 129.3% | 36.2% |
| MISCELLANEOUS | 62,308 | 61,929 | 249,019 | 247,717 | 1,302 | 0.5% | -0.4% |
| TOTAL REVENUES | \$ 41,685,408 | \$ 32,350,075 | \$ 155,090,146 | \$ 104,641,951 | \$ 50,448,195 | 48.2% | -8.8% |
| O M & A EXPENSES | | | | | | | |
| OPERATIONS | \$ 4,433,681 | \$ 5,534,151 | \$ 15,768,004 | \$ 17,648,408 | \$ 1,880,404 | 10.7% | -6.7% |
| MAINTENANCE | 1,773,051 | 1,954,847 | 3,447,942 | 3,702,472 | 254,530 | 6.9% | -6.2% |
| ADMINISTRATION | 604,280 | 657,153 | 2,369,596 | 2,479,418 | 109,822 | 4.4% | -0.5% |
| OTHER OPERATING | 286,059 | 228,483 | 240,447 | 285,604 | 45,157 | 15.8% | 656.8% |
| TOTAL O M & A EXPENSES | \$ 7,097,072 | \$ 8,374,634 | \$ 21,825,989 | \$ 24,115,902 | \$ 2,289,913 | 9.5% | -5.1% |
| NET REVENUES BEFORE DEBT SERVICE | \$ 34,588,336 | \$ 23,975,441 | \$ 133,264,156 | \$ 80,526,049 | \$ 52,738,108 | 65.5% | -9.4% |
| COMBINED NET DEBT SERVICE | \$ 18,241,667 | \$ 18,240,816 | \$ 73,140,899 | \$ 73,172,081 | \$ 31,182 | 0.0% | 20.7% |
| NET REVENUES AFTER DEBT SERVICE | \$ 16,346,668 | \$ 5,734,625 | \$ 60,123,258 | \$ 7,353,968 | \$ 52,769,290 | 717.6% | -30.5% |

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 2021
FOR THE MONTH ENDING OCTOBER 31, 2020 AND YEAR-TO-DATE**

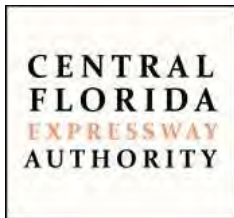
| | <u>FY 2021 ACTUAL</u> | <u>FY 2021 BUDGET</u> | <u>VARIANCE</u> | <u>FY 21 YEAR-TO-DATE % VARIANCE</u> |
|----------------------------|-------------------------------|-------------------------------|-----------------|--|
| Operations | \$ 15,768,004 | \$ 17,648,408 | \$ 1,880,404 | 10.7% |
| Maintenance | 3,447,942 | 3,702,472 | 254,530 | 6.9% |
| Administration | 2,369,596 | 2,479,418 | 109,822 | 4.4% |
| Other Operating | <u>240,447</u> | <u>285,604</u> | <u>45,157</u> | <u>15.8%</u> |
| Total O M & A | \$ 21,825,989 | \$ 24,115,902 | \$ 2,289,913 | 9.5% |
| Capital Expenditures | | | | |
| Operations | \$ - | \$ 50,000 | \$ 50,000 | 100.0% |
| Maintenance | 5,512 | 2,000 | (3,512) | -175.6% |
| Administration | <u>-</u> | <u>9,167</u> | <u>9,167</u> | <u>100.0%</u> |
| Total Capital Expenditures | \$ 5,512 | \$ 61,167 | \$ 55,655 | 91.0% |

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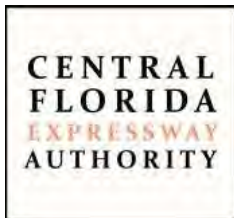
**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Four Months Ending October 31, 2020**

| | <u>YTD Actual</u> | <u>YTD Budget</u> | <u>Budget Variance</u> | <u>Variance Percentage</u> |
|----------------------------------|-----------------------------------|-----------------------------------|----------------------------------|--------------------------------|
| Toll Operations | 185,591 | 191,598 | 6,007 | 3.14% |
| Image Review | 2,098,410 | 2,309,592 | 211,182 | 9.14% |
| Special Projects | 16,184 | 42,030 | 25,847 | 61.50% |
| Information Technology | 1,686,341 | 1,731,981 | 45,640 | 2.64% |
| E-PASS Service Center | 5,497,357 | 6,291,322 | 793,965 | 12.62% |
| E-PASS Business Services | 49,720 | 51,315 | 1,594 | 3.11% |
| Public Outreach/Education | 535,218 | 536,849 | 1,631 | 0.30% |
| Subtotal CFX | <u>\$10,068,821</u> | <u>\$11,154,688</u> | <u>\$1,085,867</u> | <u>9.73%</u> |
| | | | | |
| Plazas | 5,699,183 | 6,543,721 | 844,538 | 12.91% |
| Subtotal Toll Facilities | <u>\$5,699,183</u> | <u>\$6,543,721</u> | <u>\$844,538</u> | <u>12.91%</u> |
| | | | | |
| Total Operations Expenses | <u><u>\$15,768,004</u></u> | <u><u>\$17,698,408</u></u> | <u><u>\$1,930,405</u></u> | <u><u>10.91%</u></u> |



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Four Months Ending October 31, 2020**

| | <u>YTD Actual</u> | <u>YTD Budget</u> | <u>Budget Variance</u> | <u>Variance Percentage</u> |
|-----------------------------------|----------------------------------|----------------------------------|--------------------------------|--------------------------------|
| Maintenance Administration | 752,983 | 839,154 | 86,170 | 10.27% |
| Traffic Operations | 638,564 | 711,088 | 72,524 | 10.20% |
| Routine Maintenance | 2,061,907 | 2,154,230 | 92,323 | 4.29% |
| Total Maintenance Expenses | <u><u>\$3,453,454</u></u> | <u><u>\$3,704,472</u></u> | <u><u>\$251,017</u></u> | <u><u>6.78%</u></u> |



Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Four Months Ending October 31, 2020

| | <u>YTD Actual</u> | <u>YTD Budget</u> | <u>Budget Variance</u> | <u>Variance Percentage</u> |
|-----------------------------|----------------------------------|----------------------------------|--------------------------------|--------------------------------|
| General | 275,902 | 276,058 | 156 | 0.06% |
| Administrative Services | 674,566 | 689,819 | 15,253 | 2.21% |
| Communications | 144,057 | 168,644 | 24,587 | 14.58% |
| Human Resources | 92,560 | 97,187 | 4,627 | 4.76% |
| Supplier Diversity | 56,186 | 61,824 | 5,638 | 9.12% |
| Accounting | 503,413 | 527,614 | 24,201 | 4.59% |
| Construction Administration | 18,347 | 19,429 | 1,081 | 5.57% |
| Risk Management | 43,746 | 49,105 | 5,359 | 10.91% |
| Procurement | 186,980 | 191,184 | 4,204 | 2.20% |
| Legal | 187,332 | 217,324 | 29,992 | 13.80% |
| Internal Audit | 46,455 | 47,235 | 780 | 1.65% |
| 525 Magnolia | 14,736 | 9,811 | (4,925) | -50.20% |
| Engineering | 22,685 | 23,471 | 785 | 3.35% |
| Records Management | 102,630 | 109,879 | 7,250 | 6.60% |
| Grand Total Expenses | <u><u>\$2,369,596</u></u> | <u><u>\$2,488,585</u></u> | <u><u>\$118,989</u></u> | <u><u>4.78%</u></u> |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING OCTOBER 31, 2020 AND YEAR-TO-DATE**

| | FY 21 YEAR-TO-DATE ACTUAL | FY 21 YEAR-TO-DATE BUDGET | FY 21 YEAR-TO-DATE VARIANCE | FY 20 YEAR-TO-DATE ACTUAL | FY 20 YEAR-TO-DATE BUDGET | FY 20 YEAR-TO-DATE VARIANCE | YEAR-TO-DATE VARIANCE COMPARISON |
|---|---------------------------------|---------------------------------|-----------------------------------|---------------------------------|---------------------------------|-----------------------------------|--|
| REVENUES | | | | | | | |
| TOLLS | \$ 147,358,304 | \$ 99,200,000 | \$ 48,158,304 | \$ 162,238,406 | \$ 159,321,621 | \$ 2,916,785 | \$ 45,241,519 |
| FEES COLLECTED VIA UTN/UTC'S AND PBP'S | 2,262,334 | 2,505,533 | (243,200) | 3,380,385 | 2,778,925 | 601,460 | (844,660) |
| TRANSPONDER SALES | 286,321 | 292,250 | (5,929) | 303,193 | 253,576 | 49,617 | (55,546) |
| OTHER OPERATING | 306,663 | 378,054 | (71,391) | 518,847 | 238,834 | 280,013 | (351,404) |
| INTEREST | 4,627,504 | 2,018,396 | 2,609,108 | 3,398,424 | 2,382,874 | 1,015,550 | 1,593,558 |
| MISCELLANEOUS | 249,019 | 247,717 | 1,302 | 249,966 | 243,380 | 6,586 | (5,284) |
| TOTAL REVENUES | \$ 155,090,146 | \$ 104,641,951 | \$ 50,448,195 | \$ 170,089,221 | \$ 165,219,210 | \$ 4,870,011 | \$ 45,578,184 |
| O M & A EXPENSES | | | | | | | |
| OPERATIONS | \$ 15,768,004 | \$ 17,648,408 | \$ 1,880,404 | \$ 16,900,317 | \$ 18,442,706 | \$ 1,542,389 | \$ 338,015 |
| MAINTENANCE | 3,447,942 | 3,702,472 | 254,530 | 3,676,466 | 4,088,898 | 412,432 | (157,902) |
| ADMINISTRATION | 2,369,596 | 2,479,418 | 109,822 | 2,382,487 | 2,638,359 | 255,872 | (146,050) |
| OTHER OPERATING | 240,447 | 285,604 | 45,157 | 31,772 | 285,604 | 253,832 | (208,675) |
| TOTAL O M & A EXPENSES | \$ 21,825,989 | \$ 24,115,902 | \$ 2,289,913 | \$ 22,991,042 | \$ 25,455,567 | \$ 2,464,525 | \$ (174,612) |
| NET REVENUES BEFORE DEBT SERVICE | \$ 133,264,156 | \$ 80,526,049 | \$ 52,738,108 | \$ 147,098,179 | \$ 139,763,643 | \$ 7,334,536 | \$ 45,403,572 |
| COMBINED NET DEBT SERVICE | \$ 73,140,899 | \$ 73,172,081 | \$ 31,182 | \$ 60,574,180 | \$ 60,995,847 | \$ (421,667) | \$ 452,849 |
| NET REVENUES AFTER DEBT SERVICE | <u>\$ 60,123,258</u> | <u>\$ 7,353,968</u> | <u>\$ 52,769,290</u> | <u>\$ 86,523,999</u> | <u>\$ 78,767,796</u> | <u>\$ 7,756,203</u> | <u>\$ 45,013,087</u> |

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING OCTOBER 31, 2020 AND YEAR-TO-DATE

| | <u>FY 21 MONTH ACTUAL</u> | <u>FY 20 MONTH ACTUAL</u> | <u>FY 20 - 21 SAME MONTH COMPARISON</u> | <u>FY 21 YEAR-TO-DATE ACTUAL</u> | <u>FY 20 YEAR-TO-DATE ACTUAL</u> | <u>FY 20 - 21 YEAR-TO-DATE COMPARISON</u> |
|---|-----------------------------------|-----------------------------------|---|--|--|---|
| REVENUES | | | | | | |
| TOLLS | \$ 40,516,417 | \$ 43,565,542 | \$ (3,049,125) | \$ 147,358,304 | \$ 162,238,406 | \$ (14,880,102) |
| FEES COLLECTED VIA UTN/UTC'S AND PBP'S | 540,788 | 912,112 | (371,324) | 2,262,334 | 3,380,385 | (1,118,051) |
| TRANSPONDER SALES | 77,791 | 76,097 | 1,694 | 286,321 | 303,193 | (16,872) |
| OTHER OPERATING | 98,699 | 134,187 | (35,488) | 306,663 | 518,847 | (212,184) |
| INTEREST | 389,405 | 666,441 | (277,036) | 4,627,504 | 3,398,424 | 1,229,080 |
| MISCELLANEOUS | 62,308 | 60,864 | 1,444 | 249,019 | 249,966 | (947) |
| TOTAL REVENUES | \$ 41,685,408 | \$ 45,415,243 | \$ (3,729,835) | \$ 155,090,146 | \$ 170,089,221 | \$ (14,999,075) |
| O M & A EXPENSES | | | | | | |
| OPERATIONS | \$ 4,433,681 | \$ 5,802,346 | \$ (1,368,665) | \$ 15,768,004 | \$ 16,900,317 | \$ (1,132,313) |
| MAINTENANCE | 1,773,051 | 1,818,304 | (45,253) | 3,447,942 | 3,676,466 | (228,524) |
| ADMINISTRATION | 604,280 | 714,210 | (109,930) | 2,369,596 | 2,382,487 | (12,891) |
| OTHER OPERATING | 286,059 | 24,723 | 261,336 | 240,447 | 31,772 | 208,675 |
| TOTAL O M & A EXPENSES | \$ 7,097,072 | \$ 8,359,583 | \$ (1,262,511) | \$ 21,825,989 | \$ 22,991,042 | \$ (1,165,053) |
| NET REVENUES BEFORE DEBT SERVICE | \$ 34,588,336 | \$ 37,055,660 | \$ (2,467,324) | \$ 133,264,156 | \$ 147,098,179 | \$ (13,834,023) |
| COMBINED NET DEBT SERVICE | \$ 18,241,667 | \$ 15,223,317 | \$ 3,018,350 | \$ 73,140,899 | \$ 60,574,180 | \$ 12,566,719 |
| NET REVENUES AFTER DEBT SERVICE | <u>\$ 16,346,668</u> | <u>\$ 21,832,343</u> | <u>\$ (5,485,675)</u> | <u>\$ 60,123,258</u> | <u>\$ 86,523,999</u> | <u>\$ (26,400,741)</u> |

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E.3.

Executive Director's Report

Executive Director Report December 2020

CUSTOMER SERVICE

Statewide Automation of Registration Hold Releases

The Florida Tax Collectors Association is coordinating efforts with CFX to automate the release of license plate registration holds for the majority of holds around the state. There are 15 counties that hold 90% of CFX registration holds. CFX currently automates registration hold releases with 7 of the top 15 (Orange, Osceola, Seminole, Brevard, Lake, Hillsborough and Pasco). The Florida Tax Collectors Association is working in partnership with CFX to automate the remaining 8 counties in priority order: Miami-Dade, Polk, Broward, Volusia, Palm Beach, Duval, Pinellas and Marion counties.

This project allows customers to release registration holds at the tag office in one seamless transaction to alleviate the delays of manual toll payment processes. We are excited to work with our county partners to accomplish this customer service initiative!

Visitor Toll Pass

The CFX innovation team is preparing to work with the Orlando International Airport in 2021 with a new, advanced version of Visitor Toll Pass developed from the pilot project originally launched in 2018. CFX's Visitor Toll Pass will be relaunched with automated delivery methods that will be cost effective and easily replicated for expansion into other airports across the state and nation.

INNOVATION PARTNERS

Florida Autonomous Vehicle Summit 2020 Speaker Series

CFX is the official host of the Florida Autonomous Vehicle Summit 2020 Speaker Series; a four-part virtual experience bringing thought leaders in the space of automated, connected, shared and electronic mobility.

The first virtual discussion was held on December 3, 2020. Cars & Climate: How Big Tech, Fleets, and Cities Drive the EV Revolution featured internationally renowned speaker, Adam Jonas, with Morgan Stanley and Florida Senator Jeff Brandes. Over 700 people from business, transportation, academia and government participated in the virtual discussion.

The next installment of the virtual Summit 2020 Speaker Series is scheduled for January 21, 2021 followed by virtual events on February 18th and March 25, 2021. To participate at no cost, please register at <https://favsummit.com/speaker-series-register/>.

CFX will also host the Florida Autonomous Vehicle Summit in Orlando during the month of November 2021. Stay tuned for more details.

TEAMFL

The Transportation and Expressway Authority Membership of Florida (TEAMFL) will meet on January 28 and 29, 2021 at the Hyatt Regency Orlando International Airport Hotel here in Orlando. The meeting will focus on transportation strategies and will include a tour of BEEP, Lake Nona's autonomous vehicle shuttle. BEEP is the longest and largest autonomous shuttle currently in operation in the United States. Presentations on 5G innovation, Lillium's Flying Taxis and emerging cell phone toll capabilities will be showcased at the January meeting.

2045 Master Plan Listening Tour

The CFX team has been meeting with regional leaders in transportation, academia and government to gather input for our 2045 Master Plan. We have had excellent participation and feedback thus far. We will be continuing this effort through most of 2021. We hope to adopt our 2045 Master Plan in early 2022.

DASHBOARD

Wrong Way Driving Program

In October there were 5 detections system-wide with 4 of the 5 detections resulting in documented turn arounds. Details of the remaining event is listed below:

SR 414 WB Exit 6 at Keene Road; Saturday 10/31/2020 1:36 AM

A black sedan was observed traveling up the ramp in the wrong direction. The Regional Traffic Management Center notified Florida Highway Patrol of the event. The Regional Traffic Management Center posted warnings on the dynamic message signs on the system to notify other drivers. There were no citations or crashes associated with this event.

Financial Indicators

The COVID-19 revenue impacts were the most severe in April with average daily revenue down approximately 53% from 2019 levels. May, June, July, August, September, October and November estimated revenues indicate a slow recovery at -38%, -26%, -20%, -11%, -3%, -8% and -11% over 2019 levels respectively. Tolls were suspended the last 2 days of August and the first 3 days of September in 2019 due to a hurricane.

Reload Service Lanes

Reload service lanes and manned cash lanes were closed in April and May and were reopened on June 1, 2020.

Customer Service Call Center

Call wait times averaged 3 minutes, 23 seconds in October, with call volumes increasing as traffic increases on the CFX system overall. CDC guidelines and social distancing requirements have limited the number of customer call center representative workstations available at any given time. Image Review Clerks now have the capability to work from home. Some Call Center Customer Service Representatives will begin to work from home in mid-January, which should

eventually lead to a decrease in average call wait times. The Customer Service Center hours are 7:00 am to 11:30 pm, Monday through Friday and 8:00 am to 5:30 pm on Saturday.

Walk-In Customer Service Center

Walk-in service resumed November 9 at the E-PASS Customer Service Center at 762 South Goldenrod Road Orlando, FL 32822 after closing due to COVID-19 in March 2020. Walk-in service hours are Monday through Friday, 8:00 a.m. – 6:00 p.m. and Saturday 9:00 a.m. – 1:00 p.m.

CFX is following safety protocols at the E-PASS Service Center outlined by the State of Florida, the Centers for Disease Control (CDC), and local health officials. CFX also requests that customers entering the building wear masks and adhere to safe distancing guidelines to protect the health and safety of all.

PERFORMANCE DASHBOARD

OCTOBER 2020

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

| | Activity | | Monthly Avg. Wait Time | |
|----------------|----------|-----------|------------------------|--------|
| | Actual | 6 mo. Avg | Actual | Target |
| Service Center | 0 | 0 | 0:00 | <5m |

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

The walk-in E-PASS Service Center is temporarily closed due to COVID-19.

| | Activity | | Monthly Avg. Wait Time | |
|-------------|----------|-----------|------------------------|--------|
| | Actual | 6 mo. Avg | Actual | Target |
| Call Center | 122,209 | 104,733 | 3:23 | <1m |

CALL CENTER: % MINUTE INTERVALS <1 ■ 1-3 ■ 3-5 ■ 5+ ■

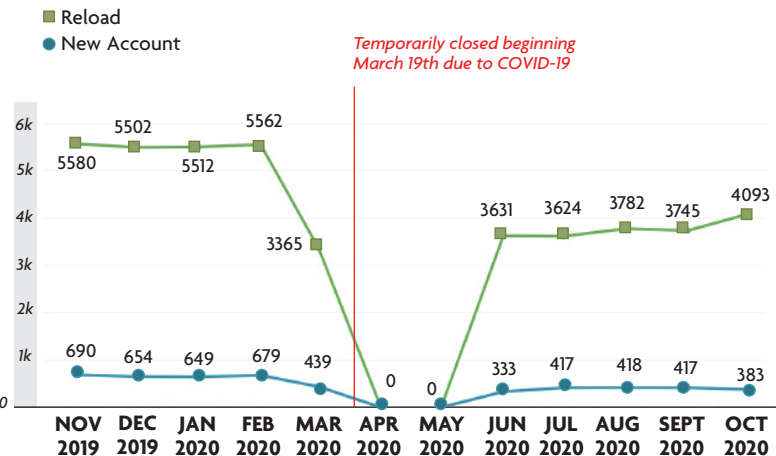


FTC TARGET 80% <1m

WRONG WAY DRIVING (WWD)

| Month | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT |
|-------------------------|-----|-----|-----|------|------|-----|------|-----|
| Total Vehicles Detected | 15 | 8 | 2 | 10 | 19 | 12 | 14 | 5 |
| Documented Turn Arouds | 15 | 7 | 2 | 9 | 18 | 11 | 13 | 4 |

RELOAD CUSTOMER SERVICE LANE ACTIVITY



PROGRESS OF MAJOR CONSTRUCTION PROJECTS

| | Contract (millions) | Spent (millions) | % Time | % Spent | VAR | Contract Completion Date |
|--|---------------------|------------------|--------|---------|-----|--------------------------|
| SR 429 Stonybrook West Interchange | \$10.2 | \$10.2 | 100% | 100% | ■ | Nov. 2020 |
| SR 528 / SR 436 Interchange Improvements | \$105.7 | \$22.1 | 7% | 21% | ■ | Jan. 2023 |

LEGEND: % Time - % Spent ≤ 10 ■ 11-20 ■ ≥ 21 ■

| | Contract (millions) | Spent (millions) | Lanes Complete 285/415 | Lanes Goal | VAR | Lanes Completion Date |
|-------------------------|---------------------|------------------|------------------------|------------|-----|-----------------------|
| Toll System Replacement | \$54.4 | \$34.6 | 69% | 74% | ■ | March 2021 |

LEGEND: % Lanes Complete - % Lanes Goal >/= 0 ■ -0.1 to -10 ■ < -10.1 ■

FINANCIALS

FINANCIALS

| FY to Date | Actual | Budget | VAR |
|---------------|---------|---------|--------|
| Total Revenue | \$155.1 | \$104.6 | 48% ■ |
| OM&A Expenses | \$21.8 | \$24.1 | 10% ■ |
| Net Revenue | \$60.1 | \$7.4 | 718% ■ |

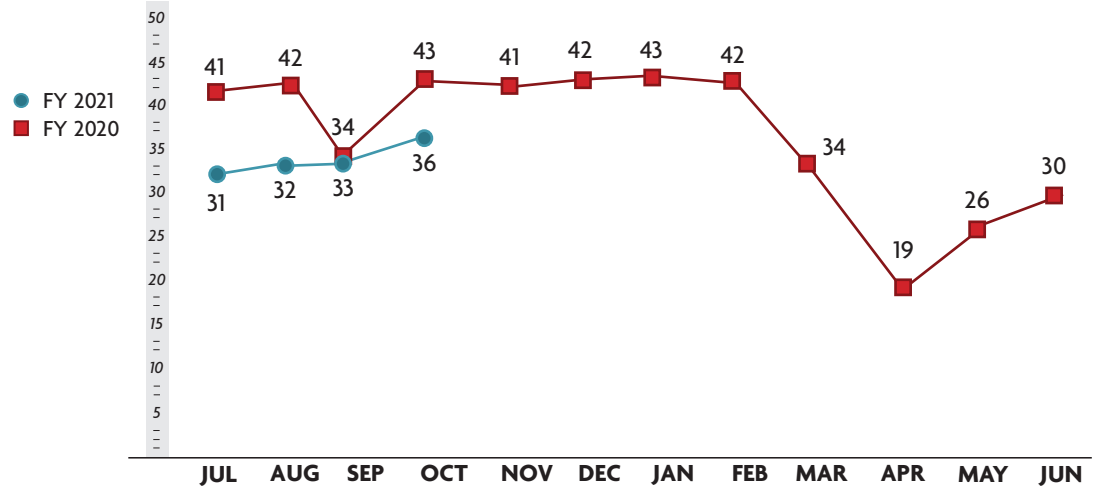
LEGEND: >/= 0 ■ -0.1 to -10 ■ < -10.1 ■

DEBT SERVICE

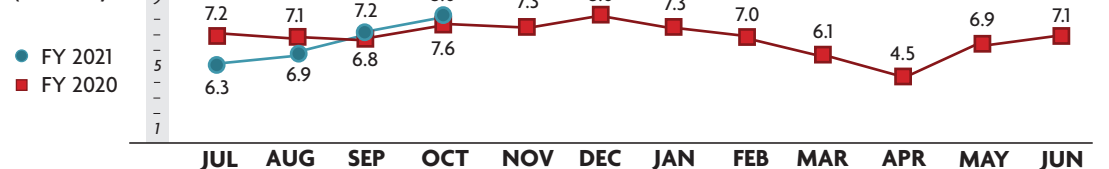
| FY to Date | Actual | Budget |
|------------------|--------|--------|
| Senior Lien | 1.92 | 1.68 |
| Subordinate Lien | 1.85 | 1.62 |

LEGEND: >1.45 ■ >1.21 to 1.44 ■ </= 1.2 ■

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



UNPAID IN LANE TRANSACTIONS (millions)



F.

Regular Agenda Items

F. 1.

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

F. 2.



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

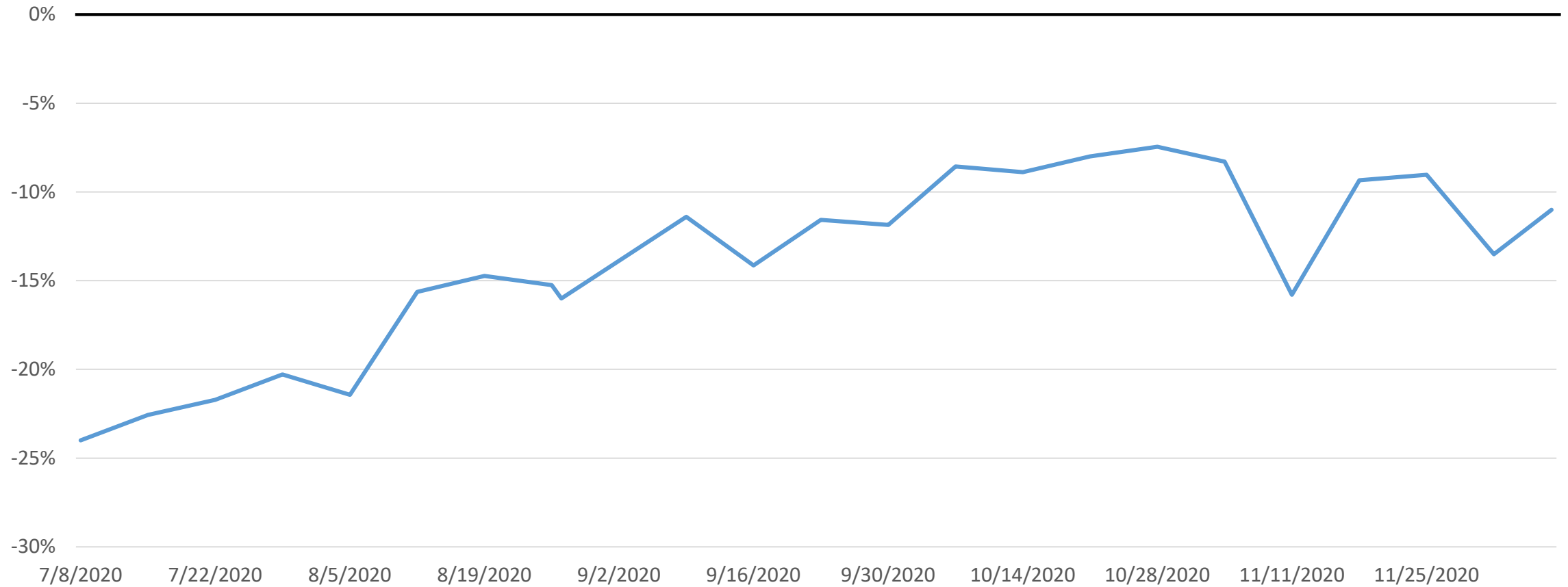


MONTHLY COVID-19 FINANCIAL ASSESSMENT

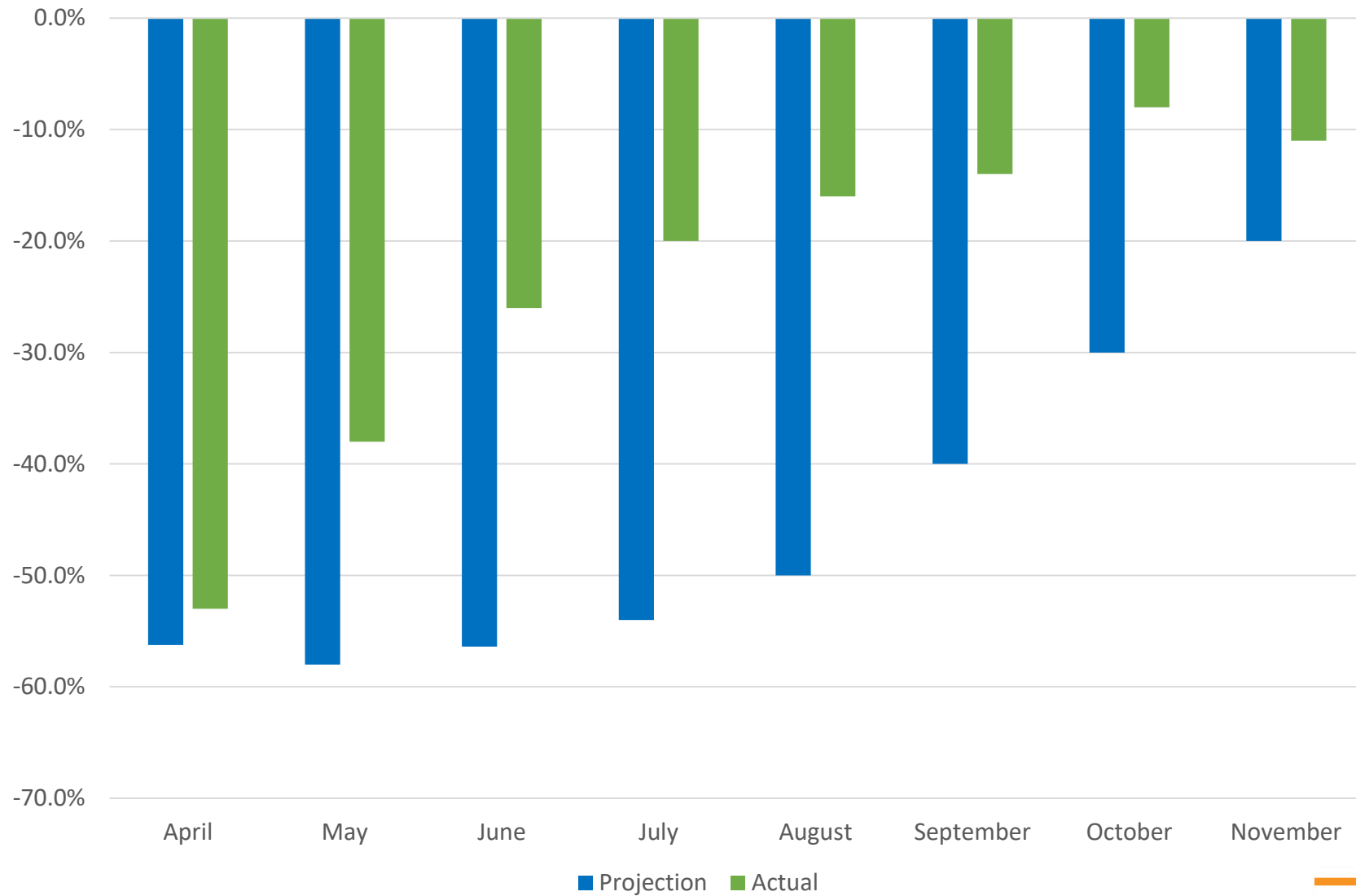
Lisa Lombard, Chief Financial Officer

— December 10 2020 —

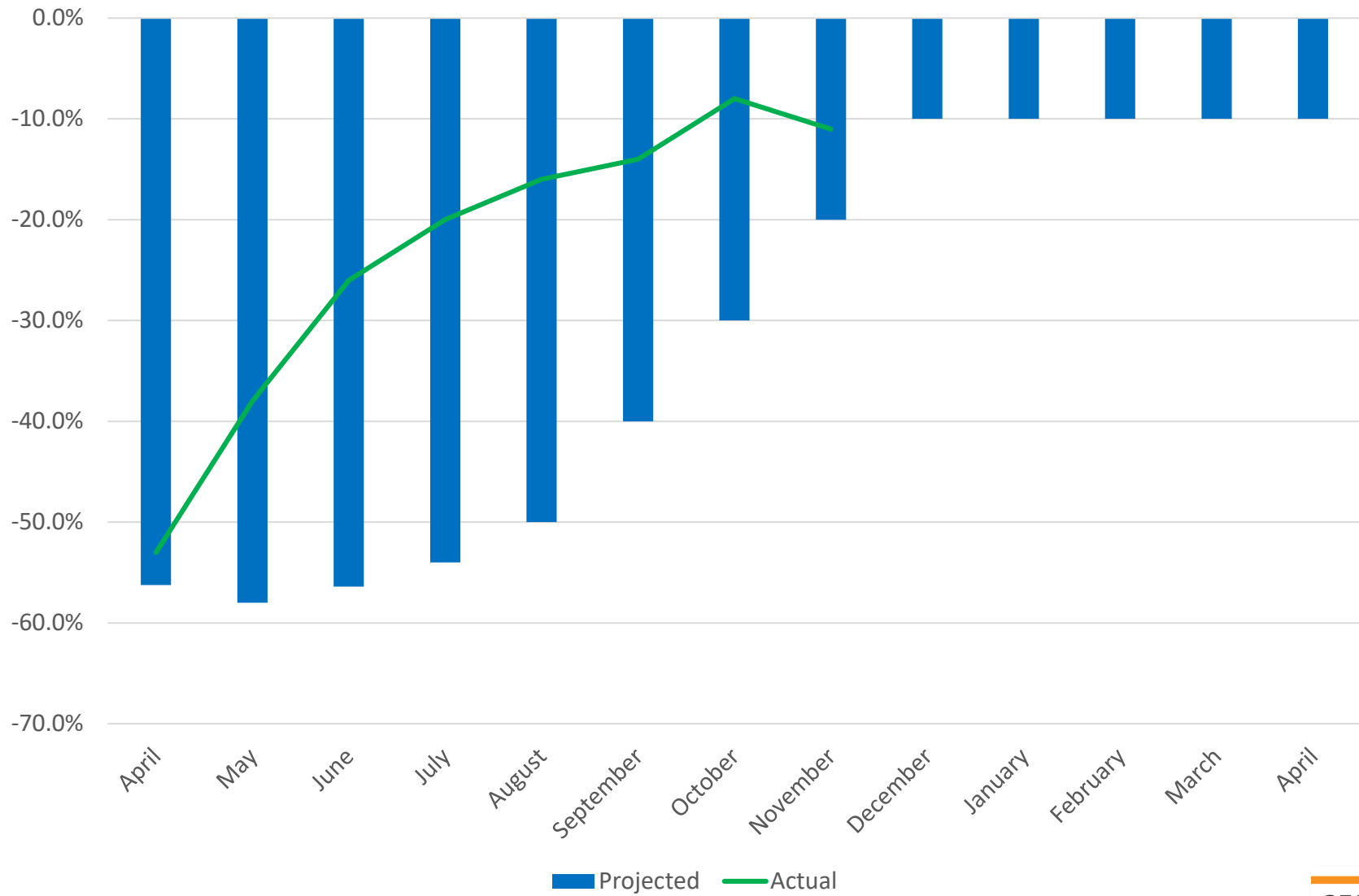
Weekly Revenue Variance Over Prior Year



Adjusted Impact by Month



Adjusted Impact by Month



Strengths

781 days cash on hand

*as of 12.04.2020

Reserve balance of
\$163,813,971

*as of 12.04.2020

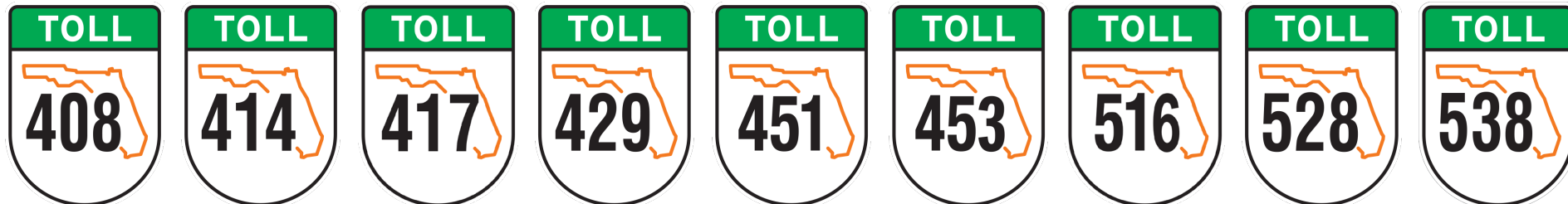
Construction fund cash
balance is \$389,701,519

*as of 12.04.2020

Construction Projects

As of December 2020

- SR 417 Widening – John Young Parkway to Landstar
- Poinciana Parkway Widening
- Dynamic Message Sign Replacements
- Renovation of E-PASS Service Center
- SR 408 Aesthetic Coatings
- SR 429 Pavement Repair
- Guide Sign Replacement
- SR 417 Widening – International Drive to John Young Parkway
- Supplemental Data Collection Sensor and CCTV Deployment
- SR 414 and SR 528 Milling and Resurfacing
- SR 528/SR 436 Interchange Improvements
- SR 429/Stoneybrook West Parkway Interchange
- SR 408/Mills Avenue Exit Ramp Improvements
- Toll System Upgrade
- SR 417 and SR 528 Expansion and Repair of Pond and Replacement of Guardrail



**Estimated
Budget vs
Actual**

| | <u>FY 2021 Year-to- Date Budget</u> | <u>FY 2021 Year- to-Date Actual</u> | <u>FY 2021 Year-to- Date % Variance</u> |
|------------------------------------|---|---|---|
| Total Revenues | \$132,400,000 | \$184,900,940 | 40% |
| Total OM&A Expenses | 31,539,543 | 28,164,337 | 11% |
| Net Revenues After Debt Service | 16,352,948 | 74,226,835 | 354% |
| Work Plan Expenses | 262,658,000 | 39,761,705 | 15% |

*As of 11.30.2020

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



F. 3.

**RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADOPTING A POLICY FOR THE AUTOMATIC APPOINTMENT OF
REPRESENTATIVES TO THE LAKE-SUMTER METROPOLITAN PLANNING
ORGANIZATION AND THE SPACE COAST TRANSPORTATION PLANNING
ORGANIZATION**

WHEREAS, the Central Florida Expressway Authority (CFX) is an independent special district operating pursuant to Florida Statutes Chapter 189 and Part III of Florida Statutes Chapter 348 that serves a multi-county region; and

WHEREAS, pursuant to Section 348.753(3), Florida Statutes, the CFX governing board shall include one appointed member of the county commissions from Brevard, Lake, Orange, Osceola and Seminole counties; and

WHEREAS, the Legislature through Section 339.175, Florida Statutes, has created metropolitan planning organizations (“MPOs”) which are charged with carrying out various objectives including the safe and efficient management, operation, and development of transportation systems; and

WHEREAS, the MPOs are charged with developing long-range plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state, and regional transportation functions; and

WHEREAS, MPOs may include, as part of its apportioned voting members, a member of a statutorily authorized agency that operates or administers a major mode of transportation; and

WHEREAS, the Lake-Sumter Metropolitan Planning Organization serves Lake County and Sumter County and has included in its governing board, as part of their bylaws, a representative of the Central Florida Expressway Authority; and

WHEREAS, the member of the Lake-Sumter Metropolitan Planning Organization shall be a resident of either Lake or Sumter County and should be an elected official; and

WHEREAS, the Space Coast Transportation Planning Organization serves Brevard County and has included in its governing documents a representative of the Central Florida Expressway Authority; and

WHEREAS, the member of the Space Coast Transportation Planning Organization shall be a resident of Brevard County and may be an elected official; and

WHEREAS, the appointment of these members is required by the respective transportation planning organizations on an annual basis.

NOW THEREFORE be it resolved that the CFX Board adopts a policy, through the approval of this resolution, that will automatically designate the CFX Board member that has been appointed from the Lake County Commission to serve as the CFX representative to the Lake-Sumter Metropolitan Planning Organization as they are both a resident of the area covered by the Lake-Sumter Metropolitan Planning Organization and are an elected official.

FURTHER, the CFX Board adopts a policy, through the approval of this resolution, that will automatically designate the CFX Board member that has been appointed from the Brevard County Commission to serve as the CFX representative to the Space Coast Transportation Planning Organization as they are both a resident of the area covered by the Space Coast Transportation Planning Organization and are an elected official.

ADOPTED this _____ day of December 2020.

Chairman

ATTEST: _____
Regla "Mimi" Lamaute
Board Services Coordinator

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this _____ day of December, 2020 for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez, General Counsel

F. 4.



NSF Engineering Research Center

Advancing Sustainability through Powered
Infrastructure for Roadway Electrification

ASPIRE Overview

David Christensen
Innovation Director

ASPIRE Vision

Sustainable and Equitable Future for Transportation

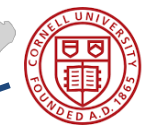
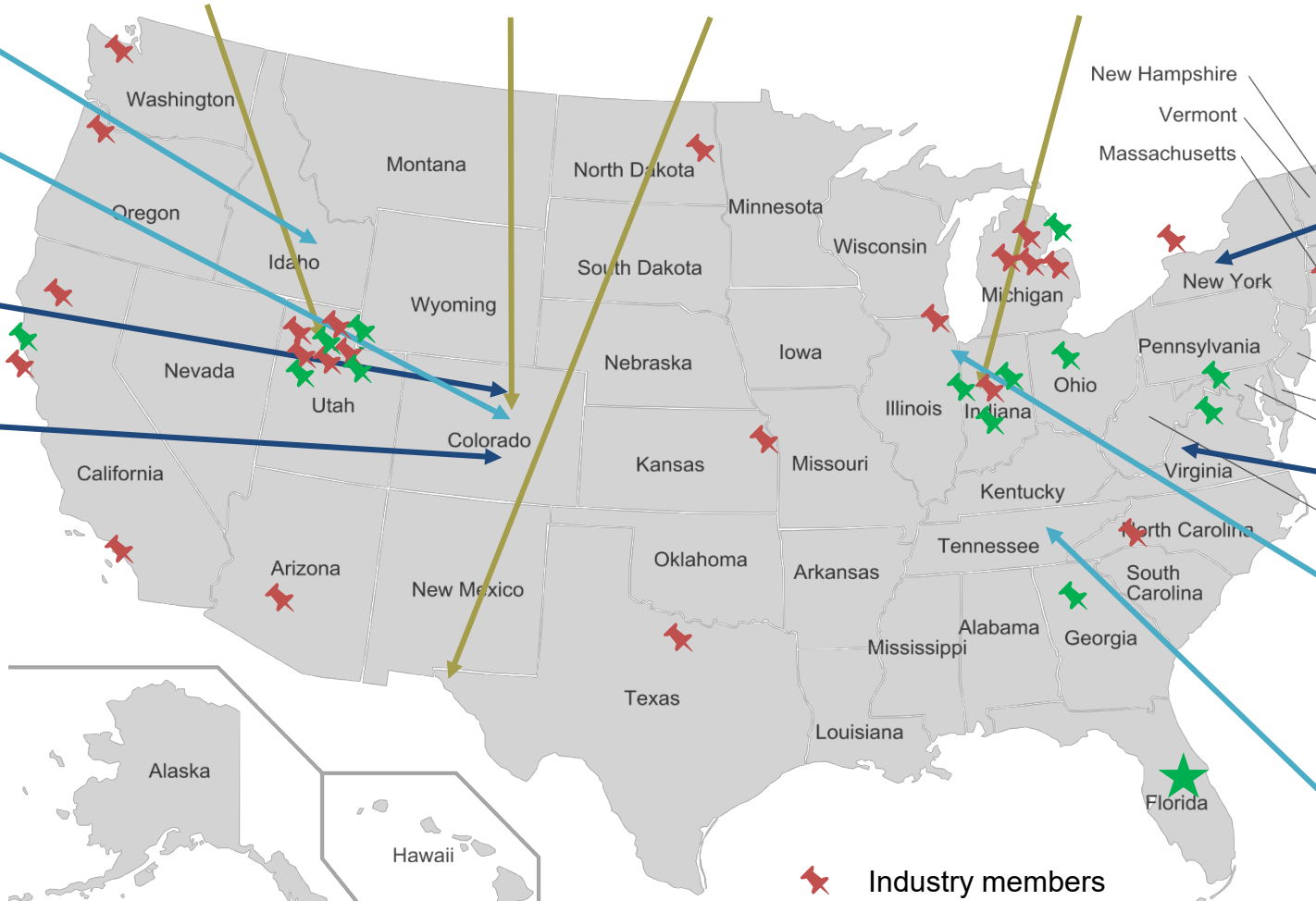
Improve Human Health
Improve Human Prosperity
Improve Equity and Access

Widespread Electrification
Across Vehicle Classes
& Adoption Groups

Strategic Partnerships



THE UNIVERSITY OF AUCKLAND
NEW ZEALAND



Cornell University

Israel
Sweden



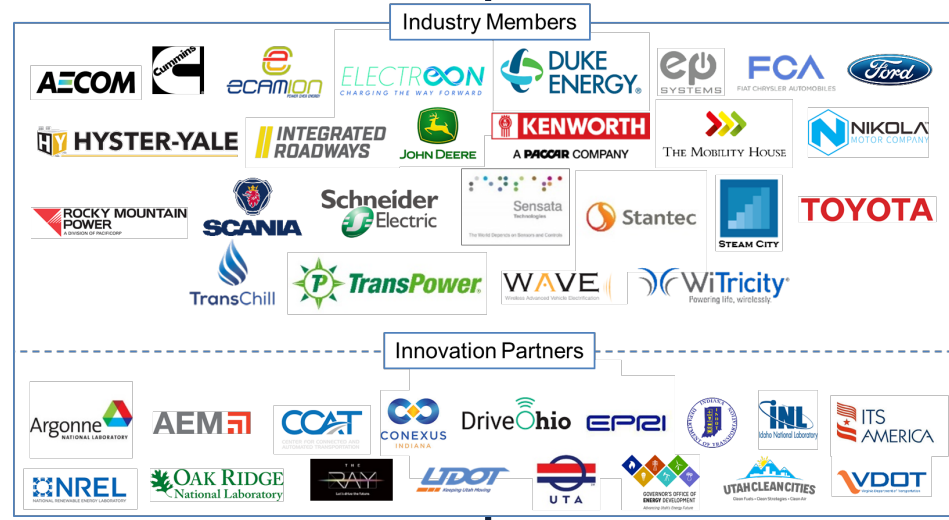
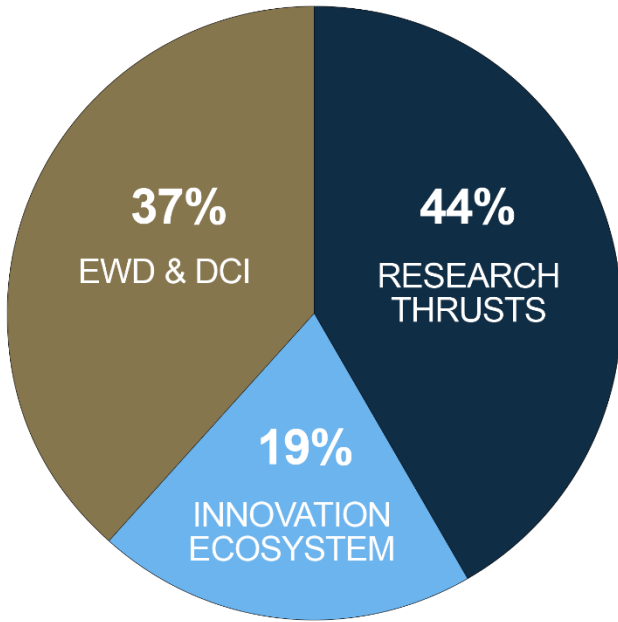
- Industry members
- Innovation partners



10 Year Resource Plan

Center Foundation and Fundamental Convergent Research

Leveraging across REDI Applied Research & Development



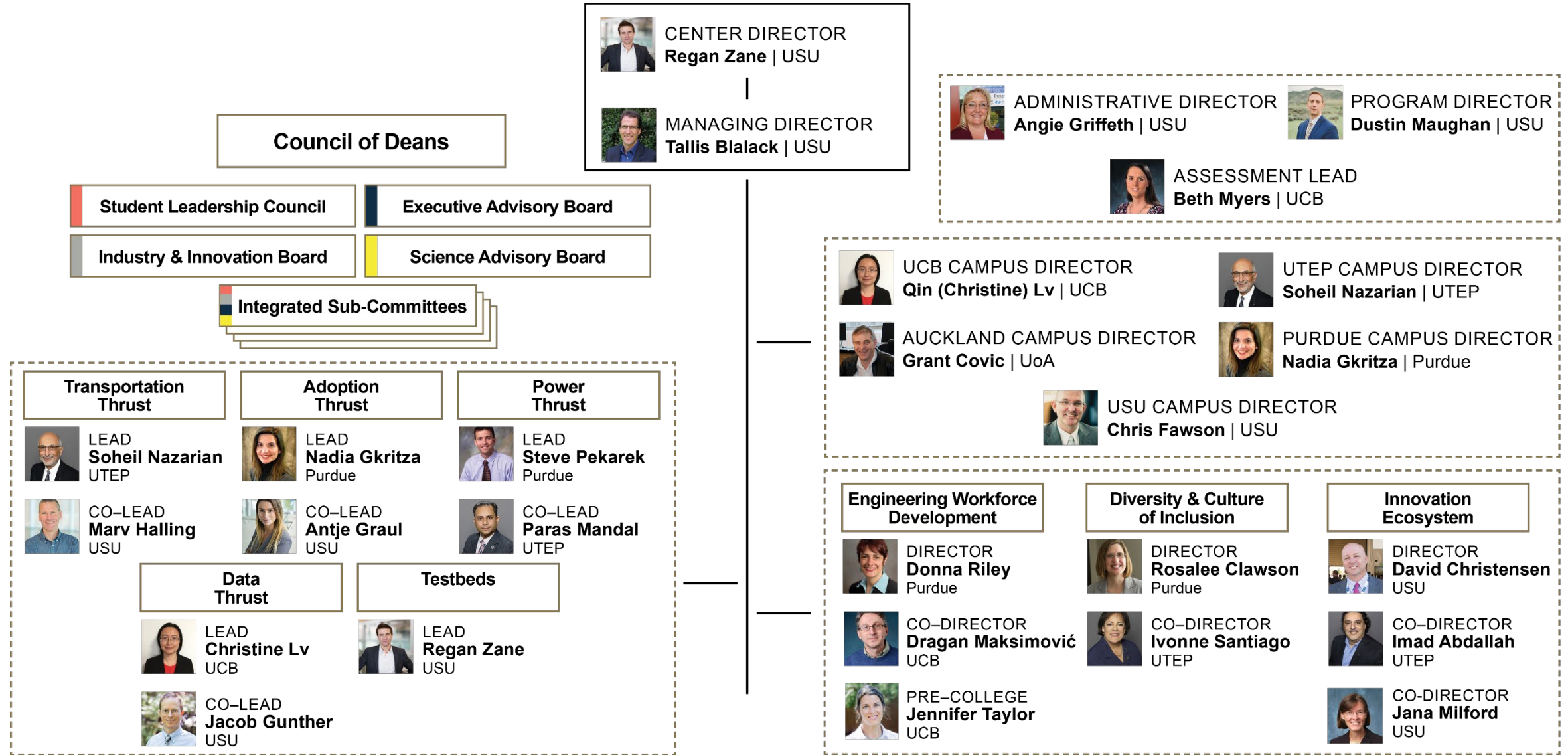
Federal Cost-Share
\$51M \$8M

State Membership
\$6M \$20M

Sponsored Research and P3 Pilots
\$150M

Total \$235M

ASPIRE Leadership Team



Adoption Research Thrust

THE HOWARD BAKER FORUM



U.S. Department of Transportation



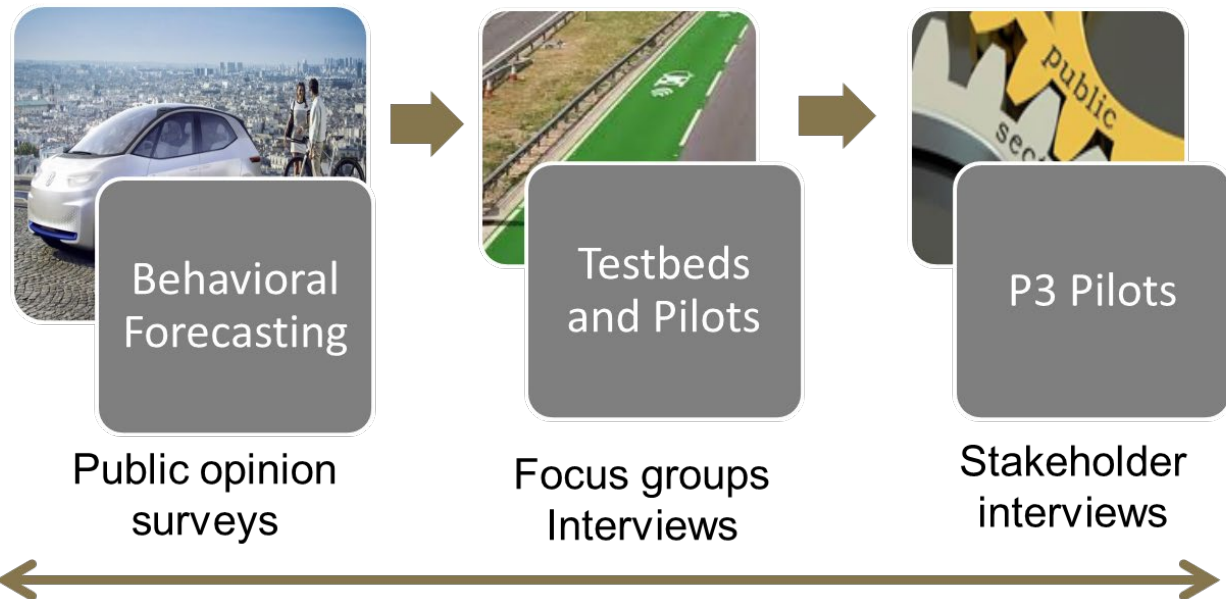
Lead: Gkritza
Co-Lead: Graul

Sub-Areas of Adoption

User Acceptance / Society

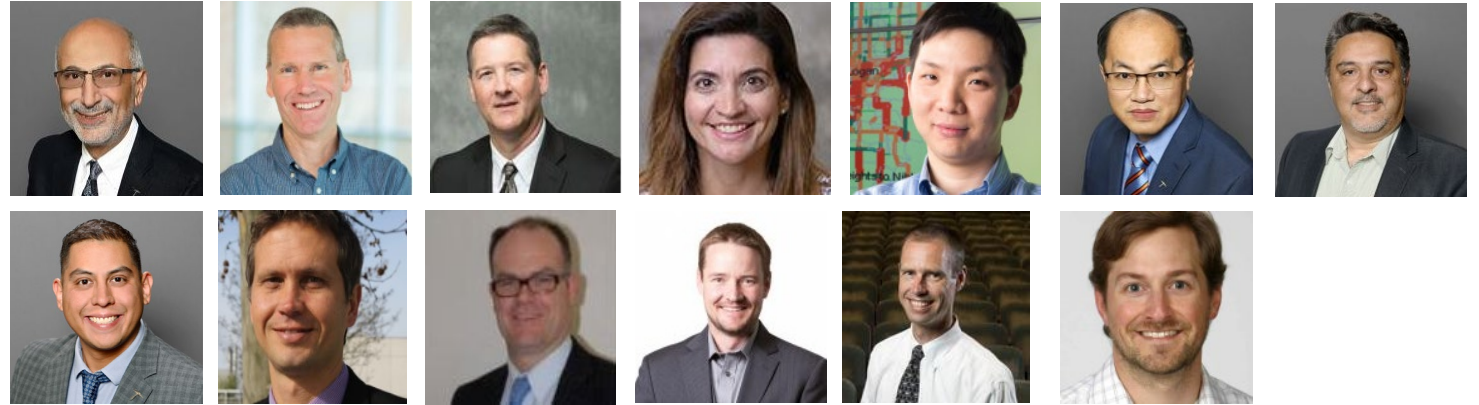
Public Policy / Economy

Techno-economic Systems /
Environment / Society



Diffusion of Innovation

Transportation Research Thrust



Lead: Nazarian
Co-Lead: Halling

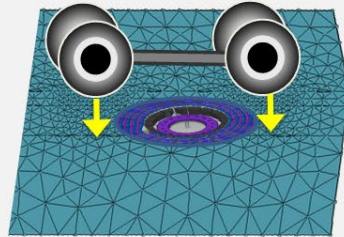
Sub-Areas of Transportation

Transportation Infrastructure

Optimize life cycle of a long-lasting and economical powered infrastructure

Transportation Systems

Optimize power consumption considering traffic behavior/demand



Charging Element-Materials Interaction



Material / Design / Construction



Infrastructure Life Cycle Process



Travel Behavior / Demand

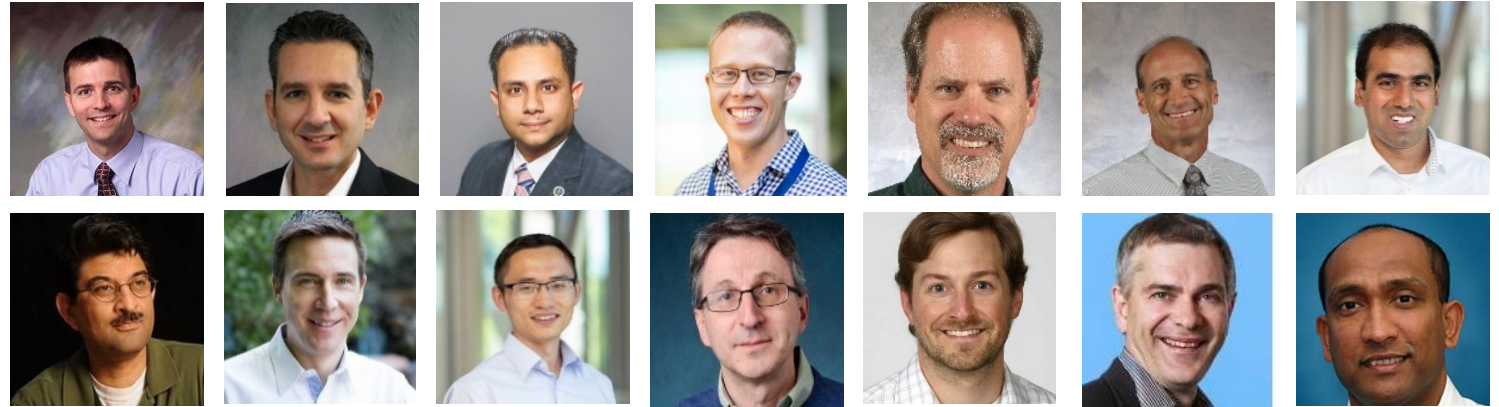


Traffic-Power Network



Dynamic Pricing and Regional Impacts

Power Research Thrust



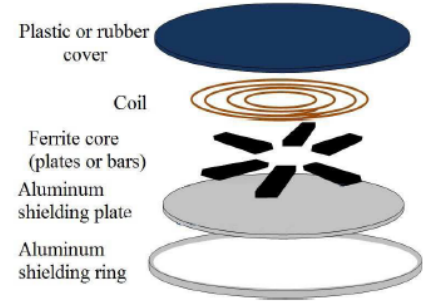
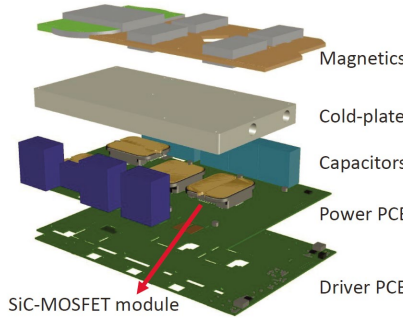
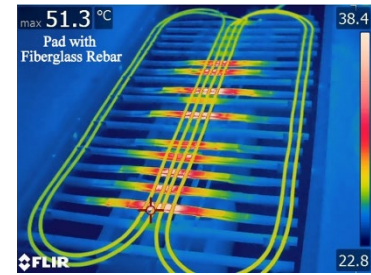
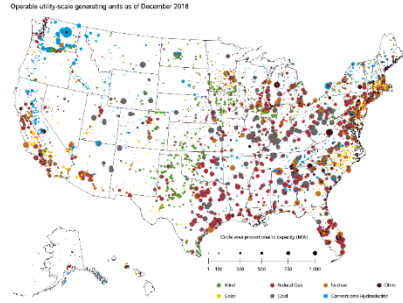
Lead: Pekarek
Co-Lead: Mandal

Sub-Areas of Power Team

Power System Modeling, Control, and Grid Integration

Power Electronics, Charging Hardware/Control/Thermal

Battery/Energy Storage Modeling and Control



Data Research Thrust



Lead: Qin (Christine) Lv
Co-Lead: Jacob Gunther

Sub-Areas of Data

Data Analytics, Data Fusion,
Machine Learning

Optimization Theory, Operations
Research, Co-simulation

Communication Networks, IoT,
Real-time / Embedded Systems,
CPS Security



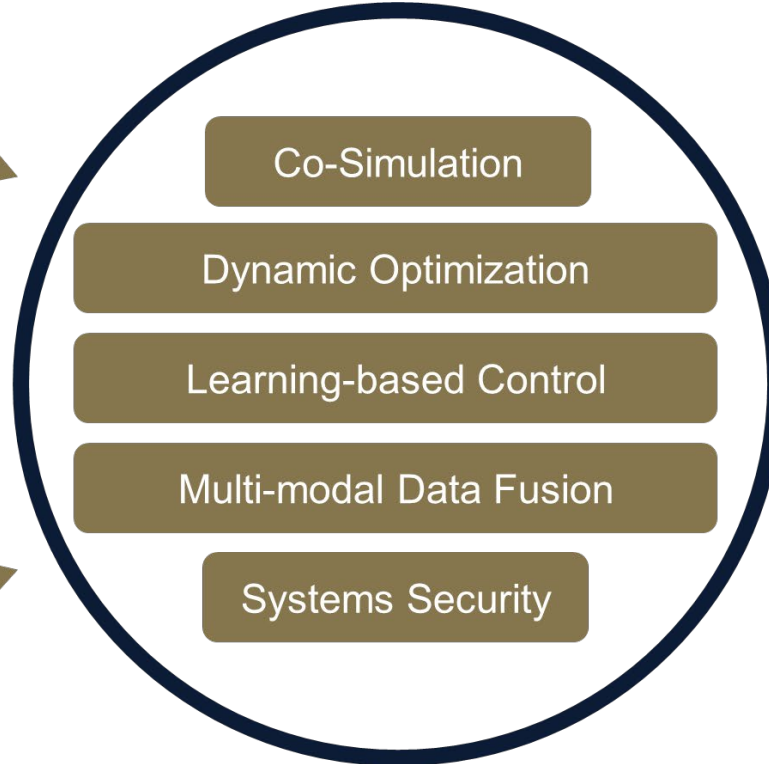
Transportation



Power



Adoption



Systems of Systems



Full-scale City and Intercity Simulator
traffic routing
charging scheduling,
power distribution,
societal considerations

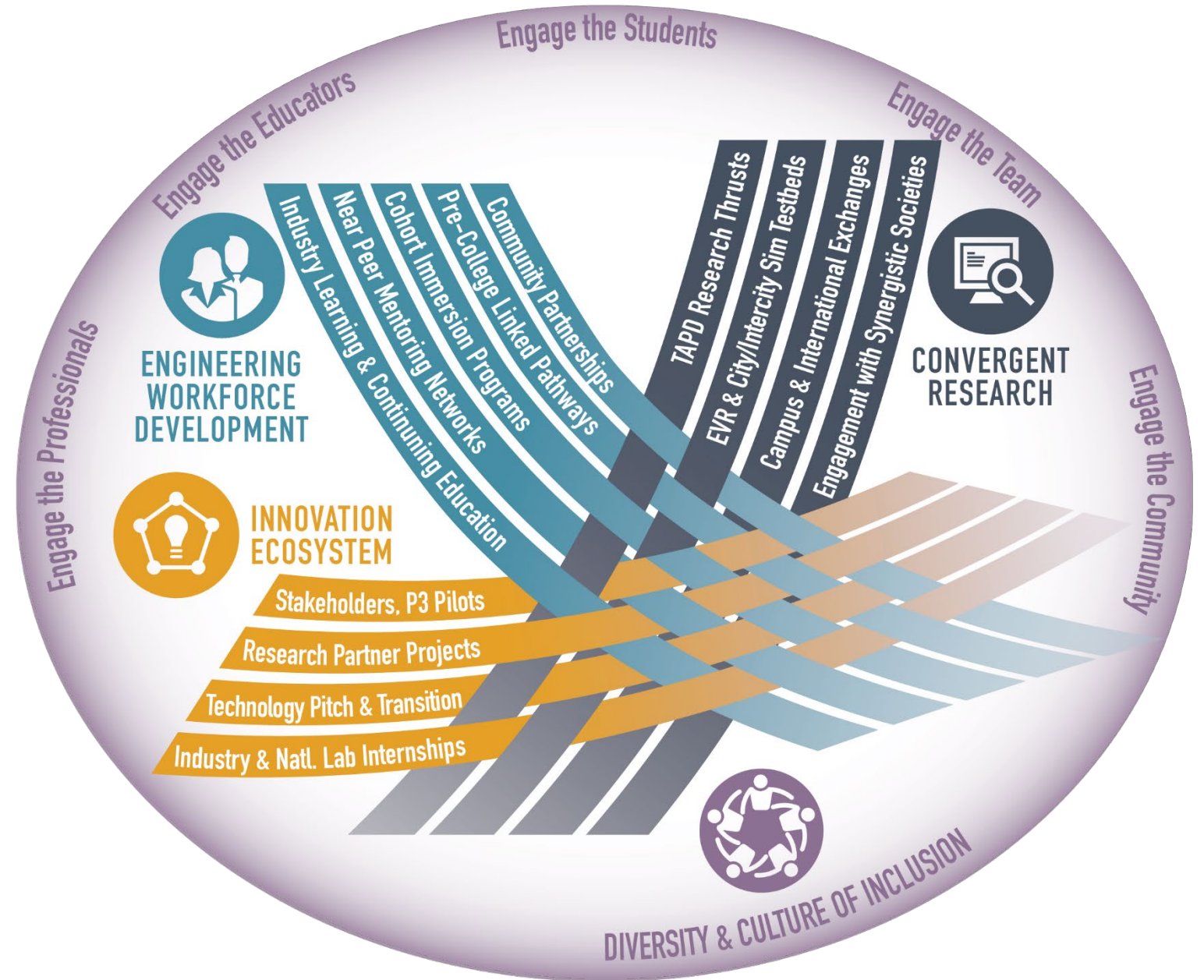
ASPIRE ERC Woven REDI Program

Research

Engineering
Workforce
Development

Diversity and
Culture of
Inclusion

Innovation
Ecosystem



ASPIRE EWD & DCI Team



Leads: Clawson and Riley
Co-Leads: Santiago and Maksimovic

Sub-Areas of EWD

Pre-College

Undergraduate & Graduate

Technical & Professional

Community Engagement

Nick Stites, Ivonne Santiago,
Jennifer Taylor, **Jacquelyn Sullivan**

Dragan Maksimović, Jana Milford,
Jacob Gunther, **Donna Riley**

Donna Riley, Ivonne Santiago, **Jacob Gunther**

Jana Milford, **Ivonne Santiago**

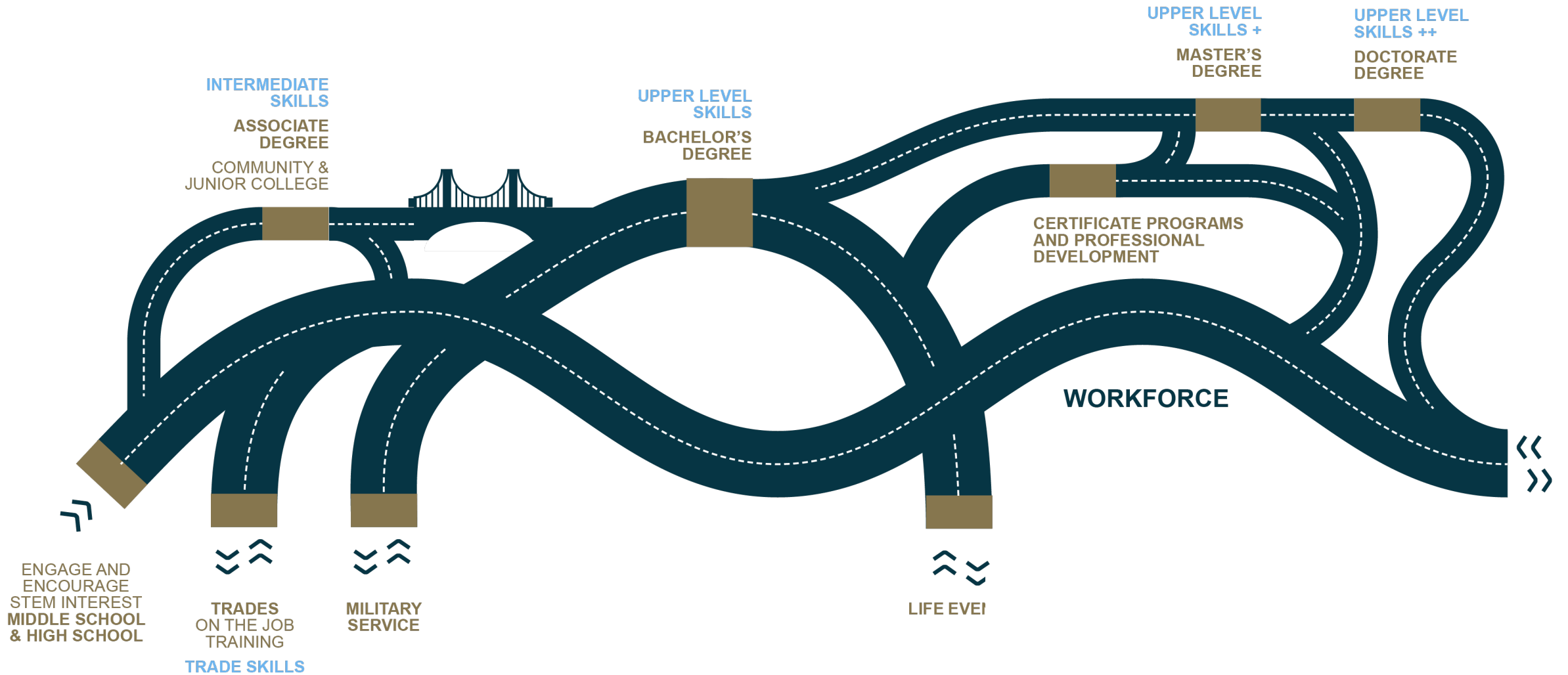


University of Colorado
Boulder

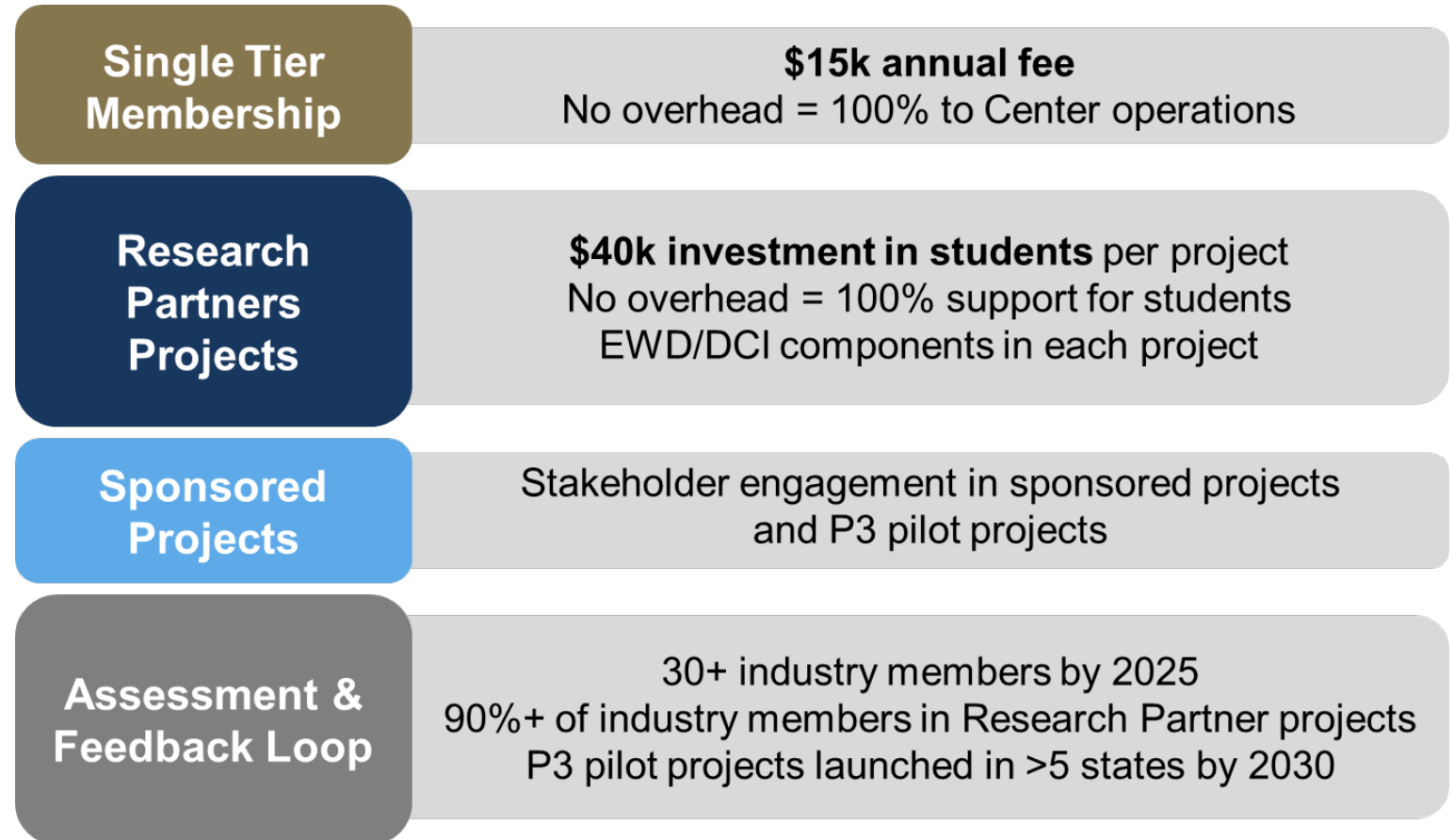
PURDUE
UNIVERSITY



Pathways & Roadways



Innovation Ecosystem



IIB Members



Incoming



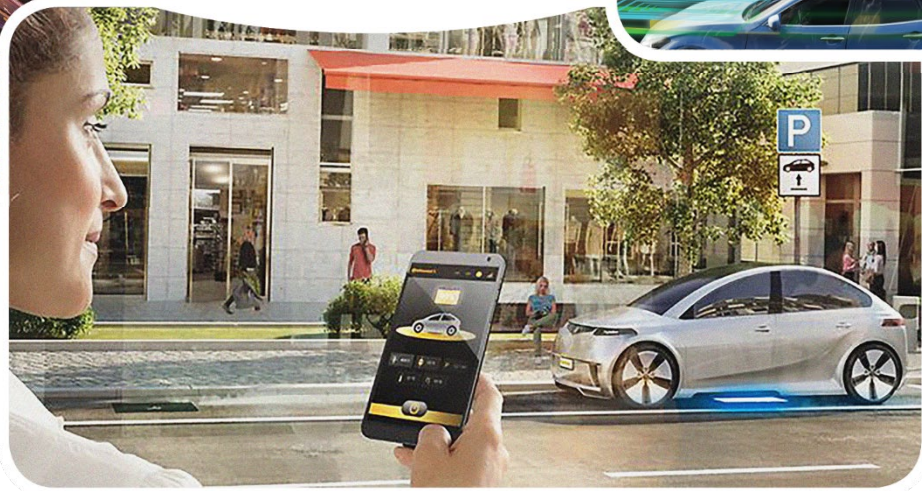
Rethink Industries
and Boundaries



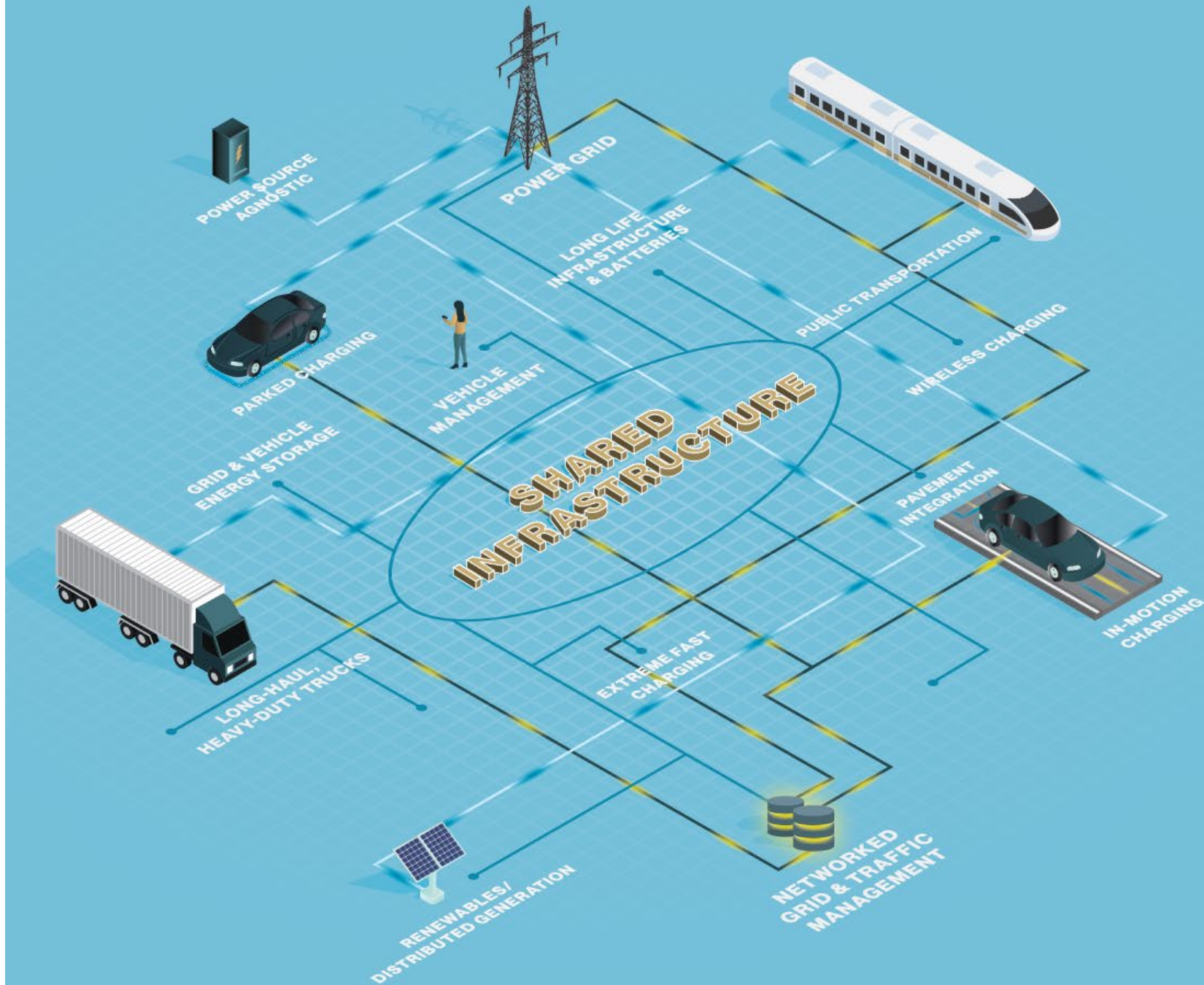
High Utilization
Public & Shared
Infrastructure



Nation is at a
Crossroads



More Connected
More Managed
Charging



CHARGING

- Grid Integration
- Roadway Charging
- Parked Charging

NETWORKING

- Grid Management
- Traffic Management
- Vehicle Management

USERS & VEHICLE CLASSES

- Personal Vehicles to Commercial Fleets
- Passenger Cars to Heavy-duty Trucks
- Public/Private, Shared, Autonomous



Technology Solutions

Power Where the Rubber Meets the Road

Powered Infrastructure & Roadway Electrification



Wireless & Wired, In-motion
& Parked Charging

Co-optimized Power Grid
& Roadway Networks



Retrofit or Standard
Receiving Modules on
Battery Electric or Hybrid Car



Favorable Impacts

Grid



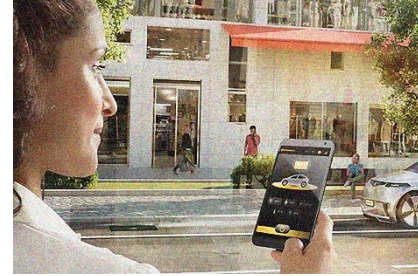
Connected
Flexible
Predictable
Managed

Vehicle



Smaller Battery
Longer Life
Light to Heavy
Duty
Parked, Urban,
Highway

User



Reduced Cost
Seamless
Experience
Personal,
Shared, Fleet,
Autonomous
Equitable

Environment



Improved
Health
Localized and
Lifecycle
Emissions
Reduced
Battery Impact

Electric Vehicle & Roadway (EVR) Facility



- Electric Vehicle & Roadway (EVR) Research Facility and Test Track
 - 750 kW utility, 4800 ft² dual high bay, ¼ mile electrified track, Dynamometer, Vehicle Lifts, L2/DCFC EVSE, DC & AC micro-grid, 128 kW solar array, 120 kWh on-site energy storage
 - Multiple concrete embedded, in-road power transfer coils in high bay building and test track
 - Coordination with and integration across SELECT Center partner labs





Systems of Systems Testbeds

Full Scale City & Intercity Simulator



- Expansive co-simulation, synthetic models of grid, traffic, charging, & society
- Quantified analysis of the interactions between technology and society (policy, incentives, demand response, pricing, behavior & choice, economics, adoption)
- HIL linked to EVR hardware testbed
- Publicly released by Year 10

Electric Vehicle and Roadway (EVR)

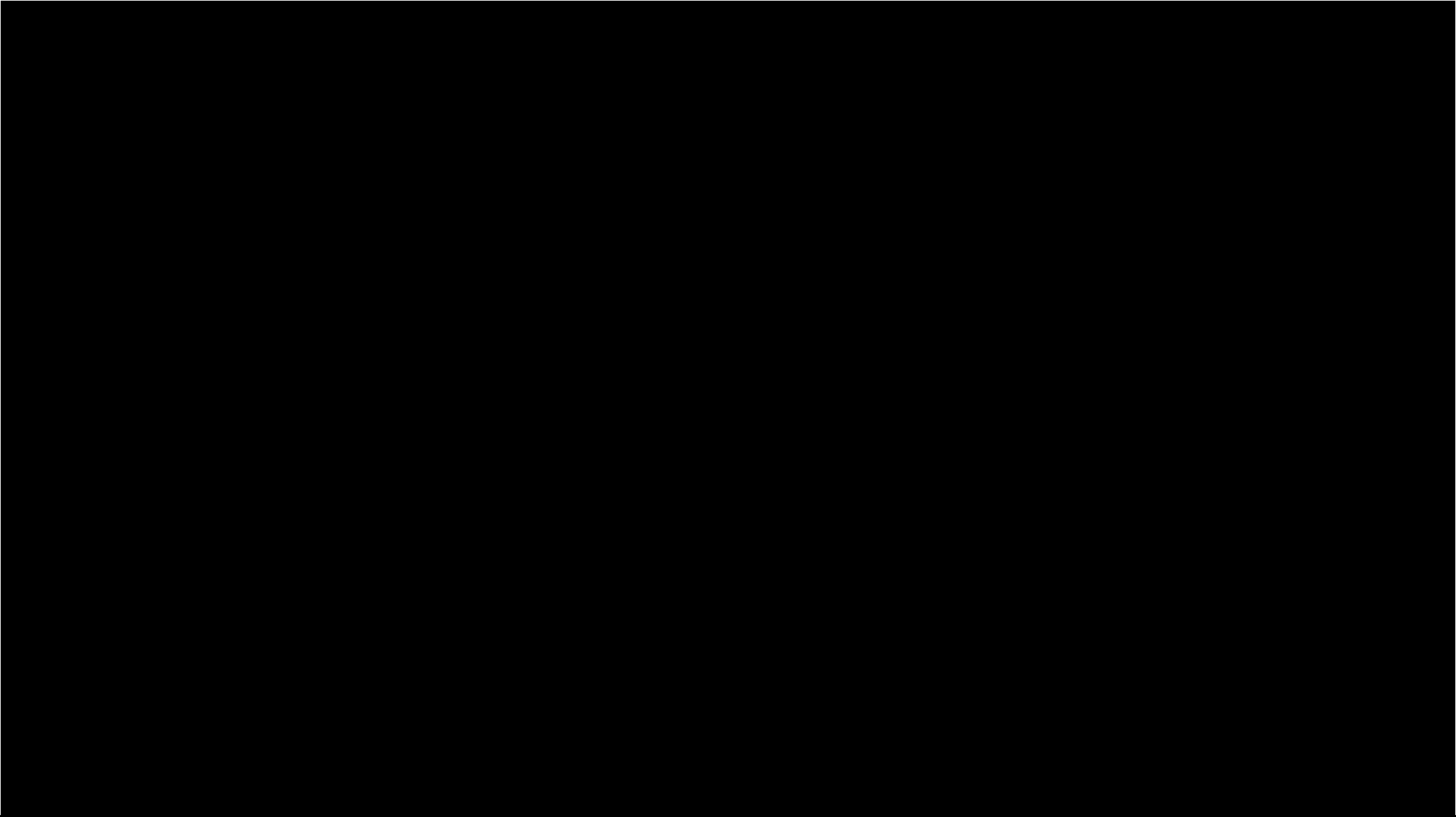


- Quarter-mile electrified test track
- 128 kW solar power, 100 kW/kWh battery, 750 kW utility service, 250 kW battery test
- Stationary and in-motion wireless and wired charging, grid integration, real-time grid-vehicle interaction
- Expansion: Heavy duty trucks and HIL
- Key resource for EWD-DCI activities

Electric Roadway Research



Smart Powered Roads Concept for Pilot



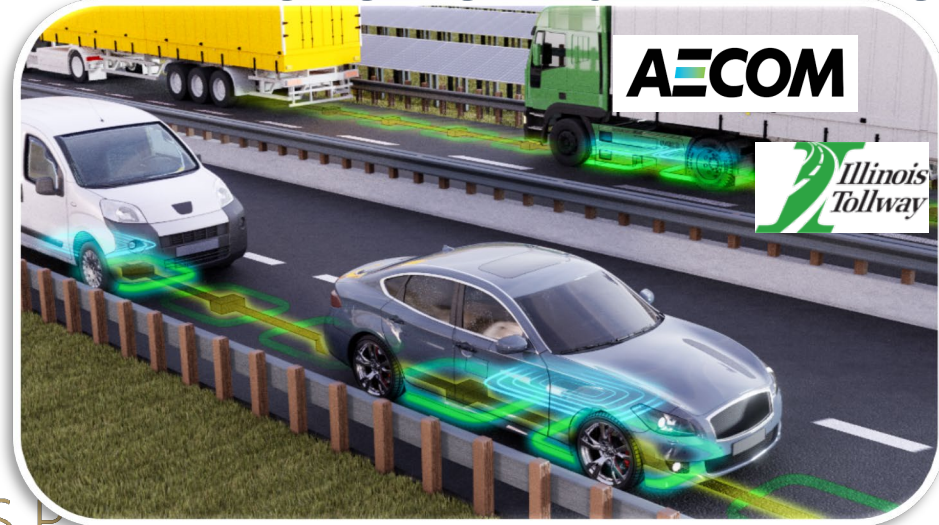


Public-Private-Partnership (P3) Pilots

Urban Intermodal Hub in Salt Lake City, UT



Dynamic Charging Highway near Chicago, IL

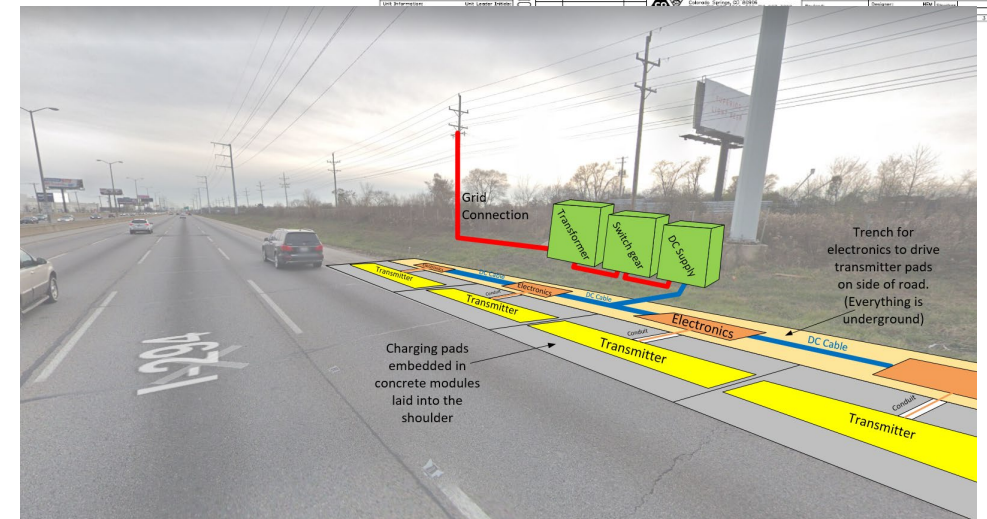
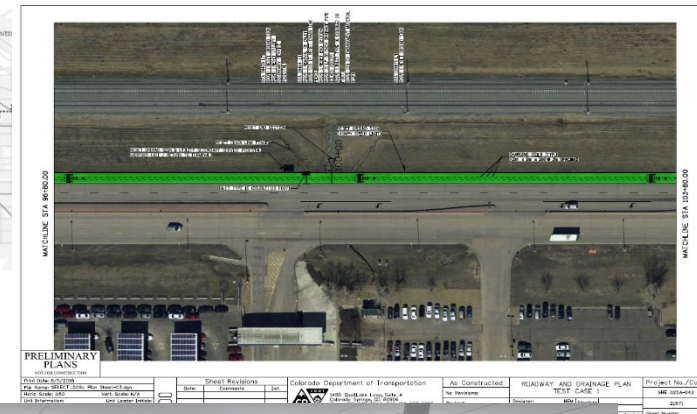
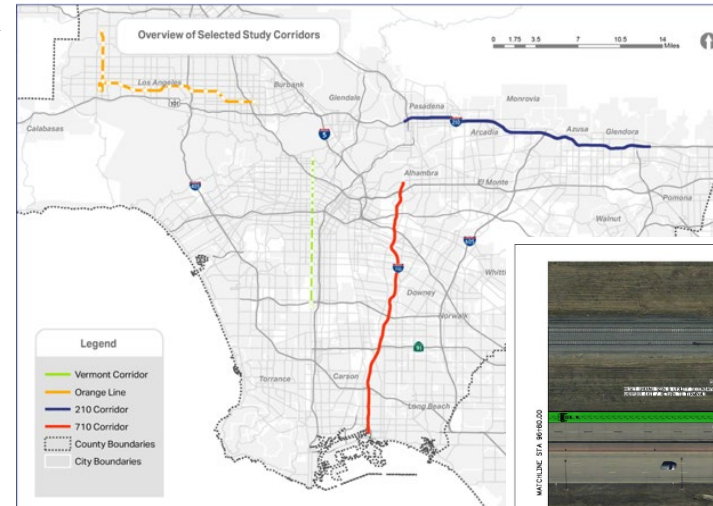


Megawatt Wireless Charging in Seattle & Portland



Developing Pilot Projects

- Orlando, FL – Central Florida Expressway
- Salt Lake City, UT – Inland Port
- Austin, TX – Hwy 130
- Dallas, TX – Frito Lay DC/Fleet
- Lenexa, KS – Kiewit
- Lordstown, OH – Ohio Turnpike
- Indianapolis, IN – IndyGo BRT, I-70
- Los Angeles, CA – LA Metro, Griffith Park
- San Diego, CA – SANDAG
- Atlanta, GA – Port
- Peachtree Corners, GA – Municipal Corridors
- Denver, CO – DIA
- Chicago, IL – Illinois Tollway



ASPIRE Year 1+ Projects

Wireless eXtreme Fast Charging

Baseline key WXFC metrics and identify targets based on adoption drivers, LD to HD

Develop and validate high fidelity electro-thermal-mechanical models for components, pavements and batteries to increase C-rate and power density

Demo >1 MW MD/HD, >200 kW LD, and >2 kW drone at EVR

Long Life Smart Powered Pavements

Baseline key DWPT metrics and identify targets based on adoption drivers, LD to HD

Advance solutions in passive cooling, pavement integration, autonomous alignment, long life operation, power distribution, and vehicle side controls for DWPT

Demo >100 kW continuous DWPT over 20 meter section at EVR with mix of LD to HD

Systems for @Scale Charging Sites

Baseline key metrics for wired/wireless charging sites based on adoption drivers

Advance solutions for MV grid-tie, shared power distribution, DER integration, site-level pavement integration, smart and secure charge management

Demo >500 kW, MV grid-tie system with smart charge management at EVR

Systems of Systems Optimization

Establish baselines for adoption, sustainability, TEA and LCA for transportation electrification

Establish an architecture for open-source, dynamic co-simulation and optimization of power, transportation and EV charging networks

Develop case studies for proposed LD to HD rollout of combined technologies

Market & Workforce Development

Baseline stakeholder perception and information gaps

Launch stakeholder PR campaign (web, social media, community engagement)

Publish quarterly market intelligence reports

Launch professional and curriculum development for pre-college, trades, 2-year colleges

Build college grad skillsets: cohorts, curriculum, ugrad, internships, international visits

Baseline longitudinal research and strategic change structures

PAST: Fill up at a fueling station; carry energy storage onboard.

TODAY: Charge at convenient locations via plug-in charging stations; carry energy storage onboard.

TOMORROW: Energy (ideally locally produced) comes to your vehicle where and when you use it, networked with the grid and traffic management—integrated with parking, drive throughs, or roadways while ***on the go.***



NSF Engineering Research Center

Advancing Sustainability through Powered
Infrastructure for Roadway Electrification

David Christensen
Innovation Director