AGENDA BOARD MEETING May 12, 2022 9:00 a.m.

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

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

#### **B. PUBLIC COMMENT**

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

#### C. APPROVAL OF MEETING MINUTES (action Item)

- 1. April 14, 2022 Board Meeting
- 2. April 14, 2022 Board Workshop

#### 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. APPROVAL OF NOMINATION FOR APPOINTMENT OF MAURICE "MO" PEARSON TO THE ENVIRONMENTAL STEWARDSHIP COMMITTEE BY BOARD MEMBER CHRISTOPHER "CJ" MAIER – Chairman Sean Parks (action item)

(CONTINUED ON PAGE 2)

- 2. **PROPOSAL BY BOARD MEMBER COMMISSIONER LEE CONSTANTINE** Commissioner Lee Constantine, Treasurer (action item)
- 3. BUDGET FY 2023 THROUGH 2027 FIVE-YEAR WORK PLAN / FY 2023 OPERATIONS, MAINTENANCE & ADMINISTRATION Lisa Lumbard, Chief Financial Officer and Glenn Pressimone, Chief of Infrastructure (action item)
- G. BOARD MEMBER COMMENT
- H. ADJOURNMENT

This meeting is open to the public.

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

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at <a href="mailto:linearing-newton

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

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

# C.

# APPROVAL OF BOARD MEETING MINUTES

# 1.

#### MINUTES BOARD MEETING April 14, 2022

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

#### A. CALL TO ORDER

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

#### **Board Members Present:**

Commissioner Sean Parks, Lake County (Chairman)
Mayor Jerry Demings, Orange County (Vice Chairman)
Commissioner Lee Constantine, Seminole County (Treasurer)
Commissioner Brandon Arrington, Osceola County
Mayor Buddy Dyer, City of Orlando
Christopher "CJ" Maier, Gubernatorial Appointment
Jay Madara, Gubernatorial Appointment
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Victoria Siplin, Orange County
Commissioner Curt Smith, Brevard County

#### Staff Present at Dais:

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

#### Non-Voting Advisor Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

#### **B. PUBLIC COMMENT**

- There were no public comments from members of the audience.
- There were no written public comments received by the deadline.



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#### C. APPROVAL OF MARCH 10, 2022 BOARD MEETING AND BOARD WORKSHOP MINUTES

A motion was made by Mayor Demings and seconded by Mr. Madara to approve the March 10, 2022 Board Meeting and Board Workshop Minutes as presented. The motion carried unanimously with ten (10) board members in attendance voting AYE by voice vote.

#### D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

#### **ADMINISTRATION**

- 1. Approval of Committee Reappointments by Board Member Jay Madara
  - a. Mark Meyer Operations Committee
  - b. Christopher Murvin Right of Way Committee

#### CONSTRUCTION

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

Project 599-421 BASE Construction (\$ 13,857.56)
Project 417-142 Prince Contracting \$ 592,828.35

- Approval of Second Contract Renewal with Elipsis Engineering & Consulting, LLC for Systemwide Construction Engineering and Inspection Services, Contract No. 001368 (Agreement Value: \$750,000.00)
- Approval of Second Contract Renewal with Johnson, Mirmiran & Thompson, Inc. for CFX Owner's Representative for I-4/SR 408 Ultimate Interchange and the Coordination for Brightline Construction along SR 528, Project Nos. 408-312B and 528-915, Contract No. 001399 (Agreement Value: \$800,000.00)
- 5. Approval of Second Contract Renewal with Mehta and Associates, Inc. for Systemwide Construction Engineering and Inspection Services, Contract No. 001406 (Agreement Value: \$1,250,000.00)
- 6. Approval of First Contract Renewal with Terracon Consultants, Inc. for Systemwide Materials Testing and Geotechnical Services, Contract No. 001435 (Agreement Value: \$0)
- 7. Approval of Civil/Site Engineering, Inc. as a Subconsultant to CDM Smith, Inc. for Construction Engineering and Inspection Services for SR 417 Widening from I-Drive to Landstar Blvd., Project Nos. 417-141 and 417-142, Contract No. 001545

8. Approval of Contract Award to Hubbard Construction Company for SR 451 Resurfacing from SR 414 to US 441, Project No. 451-767, Contract No. 001898 (Agreement Value: \$5,887,840.81)

#### **ENGINEERING**

- 9. Approval of Supplemental Agreement No. 1 with The Balmoral Group, LLC for Miscellaneous Design Consultant Services, Contract No. 001497 (Agreement Value: not-to-exceed \$200,000.00)
- 10. Approval of Contract Award to Chinchor Electric, Inc. for SR 408 Sign Truss Installation, Project No. 408-128A, Contract No. 001891 (Agreement Value: \$1,135,780.17)

#### **LEGAL**

11. Approval of Revised CFX Code of Ethics

#### MAINTENANCE

- 12. Approval of Arrow Exterminators, Inc. d/b/a Stark Exterminators as a Subcontractor to Louis Berger Hawthorne Services, Inc. for Facility Maintenance Services, Contract No. 001860
- 13. Approval of Contract Award to Aero Groundtek, LLC for Mechanically Stabilized Earth (MSE) and Sound Wall Herbicide and Vegetation Removal Services SR 429, SR 414, SR 451 and SR 453, Contract No. 001895 (Agreement Value: \$618,000.00)
- 14. Approval of Contract Award to Arazoza Brothers Corporation for SR 528/SR 436 Interchange and Widening Landscaping, Project No. 528-832, Contract No. 001896 (Agreement Value: \$3,042,198.30)

#### TECHNOLOGY/TOLL OPERATIONS

15. Approval of Supplemental Agreement No. 2 with Kyra Solutions, Inc. for Image Processing Solutions, Contract No. 001660 (Agreement Value: not-to-exceed \$2,112,000.00)

A motion was made by Commissioner Siplin and seconded by Mr. Martinez to approve the Consent Agenda as presented. The motion carried unanimously with ten (10) board members in attendance voting AYE by voice vote.

#### E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Parks commented on the following:

- His participation at the March 18<sup>th</sup> virtual Florida Wildlife Corridor 101 event. He spoke about CFX's Lake/Orange Expressway project.
- On April 13th he participated in the Florida Wildlife Corridor Summit, which took place at the Hyatt.
- He thanked the participants of the CFX SR 414 Expressway Extension PD&E Study public hearing. For information on this project, please visit the CFX website.
- On May 12<sup>th</sup> -13<sup>th</sup> the TEAMFL meeting will be held in Ft Myers;
- Following the Board meeting there will be a FY 2023 Budget Workshop. The 2045 Master Plan Workshop will continue next month.

#### 2. TREASURER'S REPORT

Commissioner Constantine reported that as of the end of February, CFX's toll revenue year-to-date was \$399,100,000, which is 16% over budget and 29% over prior year.

Total Operations, Maintenance and Administration expenses were \$57,300,000, which is 4% under budget.

After debt service, the total net revenue available for projects for the year was \$204,900,000.

#### 3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley expanded on the following:

- Ms. Kelley announced that CFX will host the Orange County Public High Schools' learning days next week. They will learn about Lake Nona's autonomous shuttle and visit their headquarters. They will also learn about the future of autonomous and connected vehicles.
- CFX participated in the Lynx 3<sup>rd</sup> Annual Partners Softball Tournament and placed 2<sup>nd</sup>.
- She thanked Commissioner Smith for the invitation which allowed Lisa Lumbard and Michelle Maikisch to participate in the Brightline experience with the folks from Brevard County.

Chairman Parks announced that Regular Agenda Item #3 will be pulled from the agenda.

#### F. REGULAR AGENDA ITEMS

#### 1. CONSTRUCTION UPDATE

Mr. Jack Burch, Resident Engineer, commenced by putting into perspective CFX's Construction program, he highlighted CFX's past and future investments in construction activities. He described the active widening projects and active and upcoming resurfacing projects.

The Board Members asked questions which were answered by Mr. Burch and Ms. Kelley.

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

## 2. <u>APPROVAL OF NOMINATION FOR APPOINTMENT OF JUAN DIAZ TO THE RIGHT OF WAY COMMITTEE BY BOARD MEMBER CHRISTOPHER "CJ" MAIER</u>

A motion was made by Mr. Maier and seconded by Commissioner Constantine to approve the appointment of Mr. Juan Diaz to the Right of Way Committee. The motion carried unanimously with ten (10) board members in attendance voting AYE by voice vote.

#### 3. **CUSTOMER FIRST CONSIDERATION**

This item was pulled for from the agenda.

#### G. BOARD MEMBER COMMENT

The following Board Members commented:

- Commissioner Constantine;
- Commissioner Smith:
- Chairman Parks.

Chairman Parks announced that the next Board Meeting is scheduled for May 12, 2022.

#### H. ADJOURNMENT

Chairman Parks adjourned the meeting at approximate	ely 9:32 a.m.
Commissioner Sean Parks Chairman Central Florida Expressway Authority	Mimi Lamaute Recording Secretary Central Florida Expressway Authority
Minutes approved on, 2022.	

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, <a href="mailto:PublicRecords@CFXway.com">PublicRecords@CFXway.com</a>, or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, <a href="mailto:www.CFXway.com">www.CFXway.com</a>.

# 2.

#### MINUTES BOARD WORKSHOP April 14, 2022

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

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

The Workshop was called to order at approximately 9:48 a.m. by Chairman Parks.

#### **Board Members Present:**

Commissioner Sean Parks, Lake County (Chairman)
Mayor Jerry Demings, Orange County (Vice Chairman)
Commissioner Lee Constantine, Seminole County (Treasurer)
Commissioner Brandon Arrington, Osceola County
Mayor Buddy Dyer, City of Orlando
Christopher "CJ" Maier, Gubernatorial Appointment
Jay Madara, Gubernatorial Appointment
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Victoria Siplin, Orange County
Commissioner Curt Smith, Brevard County

#### Also Present:

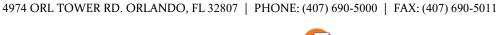
Laura Kelley, Executive Director Mimi Lamaute, Recording Secretary Lisa Lumbard, Chief Financial Officer Glenn Pressimone, Chief of Infrastructure Hugh Miller, Vice President, CDM Smith

#### Non-Voting Advisor Not Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

#### **B. PUBLIC COMMENT**

There were no public comments.



Ms. Laura Kelley, Executive Director, provided an overview and introduction to today's workshop.

#### C. DRAFT BUDGET - FY 2023

#### 1. DRAFT FY 2021 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT

Hugh Miller with CDM Smith, CFX's Traffic and Earnings Consultant, provided the Board with a summary of the Draft FY 2021 General Traffic and Earnings Consultant's Annual Report.

The Board members commented and asked questions, which were answered by Mr. Miller, Ms. Lumbard and Ms. Kelley.

### 2. <u>BUDGET - FY 2023 THROUGH FY 2027 FIVE-YEAR WORK PLAN / DRAFT FY 2023 OPERATIONS, MAINTENANCE & ADMINISTRATION</u>

Chief Financial Officer, Lisa Lumbard, stated that she and Mr. Glenn Pressimone, Chief of Infrastructure, will present the Draft Budget - FY 2023 through FY 2027 Five-Year Work Plan/FY 2023 Operations, Maintenance & Administration ("OM&A") for feedback, questions and comments.

Ms. Lumbard described the total proposed spend for FY 2023.

Mr. Pressimone described the purpose and development process for the proposed Draft FY 2023 – FY 2027 Five-Year Work Plan, the current Five-Year Work Plan and the proposed projects in the draft work plan. Additionally, he explained the draft work plan funding distribution percentages.

Ms. Lumbard explained the proposed OM&A expenses to support the proposed work plan. She detailed the OM&A process, projected revenues and proposed OM&A expenses. She concentrated on the FY 2022 year-end expenses as she described projected FY 2022 year-end expenses versus proposed FY 23 OM&A expenses. Ms. Lumbard described the proposed OM&A debt service ratio, CFX flow of funds and proposed OM&A budget for the Goldenrod Road Extension. In addition, she explained the capital planning model results, projected senior lien coverage ratio and total proposed spending for FY 2023.

She stated that the proposed budget is fully fundable and that CFX will meet the planning target ratio.

The Board members engaged in discussions, asked questions, provided verbal comments and gave direction and feedback regarding the draft Budget and Work Plan.

#### D. BOARD MEMBER COMMENT

There were no additional Board member comments.

#### E. ADJOURNMENT

Chairman Parks adjourned the Workshop at 11:12	a.m.
Sean Parks Chairman	Mimi Lamaute Recording Secretary
Central Florida Expressway Authority	Central Florida Expressway Authority
Minutes approved on, 2022.	

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# **D.**Consent Agenda

#### AMENDED CONSENT AGENDA May 12, 2022

#### **CONSTRUCTION**

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

 Project 429-152
 Prince Contracting
 \$ 477,784.46

 Project 528-143
 SEMA Construction
 \$ 333,190.80

 Approval of Ardaman & Associates, Inc. as a Subconsultant to AE Engineering, Inc. for Construction Engineering and Inspection Services for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike, Project No. 429-154, Contract No. 001698

#### **ENGINEERING**

- 3. Approval of Supplemental Agreement No. 4A with TLP Engineering Consultants, Inc. for Design Consultant Services for SR 417 Widening from International Drive to John Young Parkway Post Design Services, Project No. 417-141, Contract No. 001312 (Agreement Value: not-to-exceed \$158,345.33)
- 4. Approval of First Contract Renewal with The Balmoral Group, LLC for Miscellaneous Design Consultant Services, Contract No. 001497 (Agreement Value: \$1,000,000.00)
- Approval of Supplemental Agreement No. 1 with Volkert, Inc. for Professional Engineering Consultant Services for the Project Development and Environment (PD&E) Study of the Southport Connector Project, Project No. 599-233, Contract No. 001632 (Agreement Value: not-to-exceed \$669,810.55)

#### **FINANCE**

- 6. Approval of Contract Award to MSL, P.A. for External Auditing Services, Contract No. 001828 (Agreement Value: \$246,000.00)
- 7. Approval of Contract Award to PFM Asset Management, LLC for Investment Advisor Services, Contract No. 001900 (Agreement Value: \$675,000.00)

#### **INTERNAL AUDIT**

- 8. Acceptance of Internal Audit Reports:
  - a. Customer Service Center Performance Assessment
  - b. Infinity Ransomware Simulation

#### **LEGAL**

- 9. Approval of Revised Committee Charters:
  - a. Audit Committee
  - b. Environmental Stewardship Committee
  - c. Finance Committee
  - d. Operations Committee
  - e. Right of Way Committee

#### **MAINTENANCE**

- 10. Approval of Supplemental Agreement No. 10 with AutoBase, Inc. for Road Ranger Safety Service Patrol, Contract No. 001437 (Agreement Value: \$294,000.00)
- 11. Extension of Board Approval for Contract with Louis Berger Hawthorne Services, Inc. for Toll Facilities Maintenance Services, Contract No. 001860 (Agreement Value: \$221,000.00 per month)
- 12. Approval of Supplemental Agreement No. 1 with Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services SR 453, SR 429, SR 414 and SR 451, Contract No. 001861 (Agreement Value: not-to-exceed \$105,000.00)
- 13. Approval of Aero Groundtek, LLC as a Subcontractor to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services SR 453, SR 429, SR 414 and SR 451, Contract No. 001861
- Approval of Safety Systems Barricades Corporation as a Subcontractor to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services - SR 453, SR 429, SR 414 and SR 451, Contract No. 001861
- 15. Approval of Cooperative Purchase Agreement with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services, Contract No. 001915 (Agreement Value: not-to-exceed \$950,000.00)
- 16. Approval of Contract Award to Traffic Engineering and Management, LLC d/b/a Control Specialist for Traffic Signal Maintenance Services, Contract No. 001916 (Agreement Value: \$750,000.00)
- 17. Approval of Cooperative Purchase Agreement with D&A Building Services, Inc. for Janitorial Staffing Services, Contract No. 001917 (Agreement Value: not-to-exceed \$750,000.00)
- 18. Approval of Contract Award to 4 Corner Resources LLC for Janitorial Staffing Services, Contract No. 001918 (Agreement Value: \$475,000.00)

#### **TECHNOLOGY/TOLL OPERATIONS**

19. Approval of Purchase Order to CDW-G, LLC for Palo Alto Firewall (Agreement Value: \$185,825.00)

#### TRAFFIC OPERATIONS

20. Approval of Purchase Order to Control Technologies for Blyncsy Traffic Detectors, Project No. 599-561 (Agreement Value: \$ 299,582.78)

The following items are for information only:

- A. The following is a list of advertisement(s) from April 11, 2022 through May 8, 2022:
  - 1. 599-432: RuggedCom RST2228P Field Ethernet Switch Equipment
  - 2. Highway Lighting Maintenance Services SR 429, SR 414, SR 451 and SR 453

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

- B. The following is a list of anticipated advertisements (3-4 month look ahead)
  - 1. 408-167: SR 408 Lighting Replacements (LAMS System) I-4 to SR 417 Construction
  - 2. 408-430: CFX HQ 2<sup>nd</sup> Floor Retrofits Construction
  - 3. 534-243: SR 534 East of Jim Branch to Narcoossee Road Seg. 3 Design
  - 4. 599-171: Systemwide Median Protection Improvements Construction
  - 5. 599-416C: McCoy Road Facility Building Reconstruction Construction
  - 6. 599-645: Systemwide Trailblazers Upgrades Construction
  - 7. 599-649: Systemwide One-Way Sign Replacements Construction
  - 8. 599-765: Systemwide Toll Plaza Facia and Roof Replacements Construction
  - 9. Bond Counsel Services
  - 10. Communication and Public Outreach Services
  - 11. Coral Hills Mainline Photovoltaic (PV) Deployment Design/Build Contract
  - 12. Disclosure Counsel Services
  - 13. Financial Advisor Services
  - 14. Out Parcel Mowing SR 414, SR 429, SR 451 & SR 453
  - 15. Pressure Washing of Bridges SR 414, SR 429, SR 451 & SR 453
  - 16. Public Information Services
  - 17. SR 408 Widening from Mills to Bumby and SR 436 to Goldenrod Design

# CONSENT AGENDA ITEM #1

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Ben Dreiling, P.E.

Director of Construction

DATE: April 12, 2022

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 (\$) April 2022	Total Amount (\$) to Date*	Time Increase or Decrease
429-152	Prince Contracting	SR 429 Widening from Turnpike to West Rd	\$ 177,987,429.00	\$ -	\$ 477,784.46	\$ 178,465,213.46	13
528-143	SEMA Construction	SR 528/SR 436 Interchange Improvements & SR 528 Widening	\$ 106,520,000.00	\$ 1,360,929.35	\$ 333,190.80	\$ 108,214,120.15	0

**TOTAL** \$ 810,975.26

Reviewed By

Clan M Pressimone DE Chief of Infrastructure

<sup>\*</sup> Includes Requested Amount for this current month.

#### Project 429-152 SR 429 Widening from Turnpike to West Rd Prince Contracting, LLC SA 429-152-0522-01

#### Plan Revision 2 Temporary Asphalt Widening

Mill and widen temporary asphalt in the outside shoulder of SR 429 in order to create the necessary work zone for Phase II of the project as required by Plan Revision 2. The cost of this change was established using existing subcontract unit prices and time and material tracking for the work effort.

ADD THE FOLLOWING ITEM:

Overlay Temporary Asphalt

\$ 477,784.46

Increase Contract Time 13 Calendar Days

**TOTAL AMOUNT FOR PROJECT 429-152** 

**\$** 477,784.46

# Project 528-143: SR 528/SR 436 Interchange Improvements & SR 528 Widening SEMA Construction SA 528-143-0522-06

#### Base Thickness Adjustment

The contract contains a provision for payment adjustments based on actual measured thickness of constructed base.

ADD THI	E FOI	LO	WING	ITEM:
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Base Thickness Adjustment	\$ 84,029.00
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#### Estimated Final Quantities of Work

Quantity adjustments to reflect the actual authorized and measured quantities under the contract.

1	
INCREASE THE FOLLOWING ITEMS:	
Milling Exist Asph Pavt, 3/4" Avg. Depth	\$ 118.56
SP Asphaltic Conc., Traffic C	\$ 57,104.00
Miscellaneous Asphalt Pavement	\$ 87,831.00
Inlet, Ditch Bottom, Type D <10'	\$ 5,800.00
Pipe Culvert, Optional Material, Round, 18" S/CD	\$ 14,144.00
Pipe Culvert, Optional Material, Round, 24" S/CD	\$ 71,400.00
Concrete Slope Pavement, Non-Reinforced, 4"	\$ 783.20
Riprap, Rubble, F&I, Ditch Lining	\$ 7,530.00
Fencing, Type B, 5.1-6.0', w/Vinyl Coating	\$ 2,660.00
Existing Sign Structure Upright Painting	\$ 7,700.00
Small Fiber Optic Pull Box, 24" Dia. (F&I)	\$ 8,400.00
Conduit, 1-1" HDPE and 1-2" PVC (Trench or Plow) F&I	\$ 31,200.00
Conduit 1-1" HDPE and 1-2" PVC (Directional Bore)	\$ 896.00
Conduit, 6" HDPE Outer Duct w/ 9-1" HDPE (Direct Bore) (F&I)	\$ 10,224.00
	\$ 305,790.76
DECREASE THE FOLLOWING ITEMS:	
Type B Stabilization	\$ (12,496.36)
Optional Base, Base Group 06	\$ (32,889.60)
Optional Base, Base Group 08	\$ (2,520.00)
Optional Base, Base Group 15	\$ (8,723.00)
	\$ (56,628.96)

\$

249,161.80

#### Temporary Walls

Subtotal: Estimated Final Quantities of Work

An alternative process that modified the Traffic Control Plans and construction methods for temporary support structures was proposed by the Contractor and accepted by CFX at no additional cost. This item establishes a new lump sum pay item for the alternative construction method.

Total Amount For Project 528-143	\$ 333,190.80
	\$ (407,158.00)
Retaining Wall System, Temporary, Excluding Barrier	\$ (370,008.00)
Sheet Piling Steel Temporary, Critical	\$ (37,150.00)
DECREASE THE FOLLOWING ITEMS:	
Temporary Works - Wall (Support Structures)	\$ 407,158.00
ADD THE FOLLOWING ITEMS:	

# CONSENT AGENDA ITEM #2

#### **MEMORANDUM**

TO: CFX Board Members

FROM Aneth Williams

Director of Procurement

DATE: April 25, 2022

SUBJECT: Approval of Ardaman & Associates, Inc. as a Subconsultant to

AE Engineering, Inc. for Construction Engineering and Inspection Services for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike

Project No. 429-154, Contract No. 001698

Board approval of Ardaman & Associates, Inc. as a subconsultant to AE Engineering, Inc. to provide testing laboratory services is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:

Ben Dreiling, PE

Director of Construction

Glenn Pressimone, PE

#### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: AE Engineering, Inc	Date: <u>04/08/2022</u>
CFX Contract Name: <u>SR 429 Widening from Stoneybroo</u> CFX Contract No.: <u>001698</u>	k West Parkway (South) to Florida's Turnpike
Authorization is requested to sublet the services identified below approval to sublet services to:	which are included in the above referenced Contract. Consultant requests
Subconsultant Name: Ardaman & Associates	
Address: 8008 South Orange Avenue, Orlando FL 32809	
Phone No.: (407) 855-3860	
Federal ID No.: 59-2984496	
Description of Services to Be Sublet: Testing Laboratory Service Original testing lab included in the contract was unable was therefore unable to fulfill their contractual obligation	to provide a lab in reasonable proximity to the project and
Estimated Beginning Date of Sublet Services: 06/01/2022  Estimated Completion Date of Sublet Services: 06/01/2025  Estimated Value of Sublet Services*: \$27,755.00  *(Not to exceed \$25,000 without prior Board Approval)  Consultant hereby certifies that the proposed subconsultant has to Contract with CFX that are applicable to the subconsultant and to Requested By:  (Signature of Consultant Rep  Christopher Nolen, P.E., CEI Senior Project Engine Title	presentative)
Recommended by:  (Signature of Appropriate CFX Director/N	
Approved by:	Date:04/22/2022

Attach Subconsultant's Certificate of Insurance to this Request.

# CONSENT AGENDA ITEM #3

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: April 22, 2022

SUBJECT: Approval of Supplemental Agreement No. 4A with TLP Engineering

Consultants, Inc. for Design Consultant Services for SR 417 Widening from

International Drive to John Young Parkway – Post Design Services

Project No. 417-141, Contract No. 001312

Board approval of Supplemental Agreement No. 4A with TLP Engineering Consultants, Inc. for a not-to-exceed amount of \$158,345.33 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes post design services associated with revised construction plans.

Original Contract	\$6	5,050,000.00
Supplemental Agreement No. 1	\$	0.00
Supplemental Agreement No. 2	\$	0.00
Supplemental Agreement No. 3	\$	0.00
Supplemental Agreement No. 4	\$	667,145.60
Supplemental Agreement No. 5	\$	62,446.11
Supplemental Agreement No. 4A	\$	158,345.33
Total	\$6	5,937,937.04

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

Reviewed by:

Will Hawthorne, PE Director of Engineering Glenn Pressimone, PE

#### SUPPLEMENTAL AGREEMENT NO. 4A

#### TO

# AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 417-141)

#### SR 417 Widening from International Drive to John Young Parkway

THIS SUPPLEMENTAL AGREEMENT NO. 4A TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of TLP ENGINEERING CONSULTANTS, INC., a Florida corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated April 12, 2018, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated July 14, 2020, that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 21, 2020, that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated October 8, 2020, and that certain Supplemental Agreement No. 5 between CFX and CONSULTANT dated CONSULTANT dated December 28, 2021 (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 417-141, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, CFX and CONSULTANT entered into Supplemental Agreement No. 4 dated October 8, 2020 ("SA 4"), as amended and supplemented by that certain Supplemental Agreement No. 5 dated December 28, 2021 ("SA 5") to provide the post design services more specifically outlined in SA 4 ("Post Design Services") and SA 5 after completion of the services outlined in the Agreement for Project 417-141; 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; and

WHEREAS, CFX and CONSULTANT desire to amend and supplement the Post Design Services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with the additional post design services required as outlined in the correspondence to CFX dated March 31, 2022, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Post Design Services"). Section 4.24 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Additional Post Design Services.

- 2. All invoices from the CONSULTANT for the Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Additional Post Design Services as outlined in this Supplemental Agreement. Compensation for Additional Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Additional Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be increased by \$158,345.33 to a total of \$887,937.04.
- 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 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	
TLP ENGINEERING CONSULTANTS, 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:** April 21, 2022

To: Will Hawthorne, PE CFX Director of Engineering

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001312

CFX Project No. 417-141

SR 417 Widening from International Drive to John Young Parkway

Supplemental Agreement #4A Post Design Services

#### **Comments:**

I have reviewed the Post Design fee sheet and scope of services submitted by TLP Engineering Consultant, Inc., dated March 31, 2022 for the SR 417 Widening from International Drive to John Way Parkway. SA #4A is for additional Post Design Professional Services associated with the construction plans and bid documents for this widening project. Additional efforts included structural modifications to include PTSU details, underdeck lighting, ITS inventory revisions, shop drawings, RFIs and project management.

Supplemental Agreement #4A request is attached and costs are detailed below:

\$ 158,345.33 TLP as Prime

\$ 158,345.33 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 Supplemental Agreement in the amount of \$158,345.33.

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

#### cc:

Keith Jackson, PE Dewberry File

## Exhibit "A" TLP ENGINEERING CONSULTANTS

450 S ORANGE AVE | SUITE 600 | ORLANDO, FL 32801

Tel 407.901.5060 | www.tlpeng.com

March 31, 2022

4/21/2022

Mr. Will Hawthorne, P.E. Director of Engineering **Central Florida Expressway Authority** 4974 ORL Tower Road Orlando, Florida 32807

Reference: SR 417 Widening from International Drive to John Young Parkway

**Project No. 417-141 (Contract No. 001312)** 

Request for Supplemental No. 4A

Dear Will:

Please find enclosed our Request for Supplemental No. 4A for the above referenced project. This request addresses the effort associated with completing the Post Design Services for this project.

Should you have any questions regarding this request, please advise.

Sincerely,

**TLP Engineering Consultants, Inc.** 

Yassi M. Myers, P.E.

President

Attachments



## Scope of Services Supplemental Agreement No. 4A

Post-Design Scope of Services (Section 4.24)

## SR 417 Widening from International Drive to John Young Parkway CFX Project No. 417-141, Contract No. 001312

#### **Purpose**

The purpose of this Supplemental Agreement is to address the effort associated with completing the Post Design Services phase of this project through the anticipated completion date of June 2023.

#### **Scope of Work**

#### **4.24 Post Design Services**

- **F. Shop Drawing Reviews:** There are 35 structural shop drawings remaining to be reviewed. These are associated with Bridge No. 4, noise and retaining walls, and overhead sign structures.
- **G. Request for Information:** It is anticipated that TLP will be responding to 40 Request for Information through completion of construction for this project. This includes formal written RFI's as well as miscellaneous requests.
- **H. Plan Revisions:** It is anticipated that there will be two (2) more plan revisions to address unforeseen field conditions through completion of construction for this project.
- **I. Meetings:** It is anticipated that TLP will be attending 65 weekly construction meetings through completion of construction.
- N. Project Management: This will cover the project coordination effort through completion of construction.

#### SUPPLEMENTAL AGREEMENT NO. 5

#### TO

# AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 417-141)

#### SR 417 Widening from International Drive to John Young Parkway

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated April 12, 2018, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated July 14, 2020, that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 21, 2020, and that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated October 8, 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 417-141, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, CFX and CONSULTANT entered into Supplemental Agreement No. 4 dated October 8, 2020 ("SA 4") to provide the post design services more specifically outlined in SA 4 ("Post Design Services") after completion of the services outlined in the Agreement for Project 417-141; 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; and

WHEREAS, CFX and CONSULTANT desire to amend and supplement the Post Design Services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

- 1. CFX hereby authorizes the CONSULTANT to proceed with the additional post design services required as outlined in the correspondence to CFX dated November 22, 2021, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Post Design Services"). Section 4.24 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Additional Post Design Services.
- 2. All invoices from the CONSULTANT for the Additional Post Design Services shall be submitted to CFX with complete documentation. Invoices for Additional Post Design Services

shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Additional Post Design Services as outlined in this Supplemental Agreement. Compensation for Additional Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Additional Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be increased by \$62,446.11 to a total of \$729,591.71.

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** 

Aneth Williams Digitally signed by Aneth Williams Date: 2022.01.04 1 \$3:33 -05'00'

Aneth Williams, Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

Print Name:

Title: President

Approved as to form and execution for Central Florida Expressway Authority's exclusive use and reliance.

Laura N. Kelly, Associate Digitally signed by Laura N. Kelly,

Associate General Counsel Date: 2022.01.04 12:46:33 -05'00'

By: General Counsel

Diego "Woody" Rodriguez

General Counsel for CFX



#### **Scope of Services**

Supplemental Agreement No. 5 MEMORANDUM

Additional Post-Design Scope of Services (Section 4.24)

Date: November 22, 2021

To: Will Hawthorne, PE CFX Director of Engineering

From: Scott Kamien 300, PE

Subject: Design Consultant Services - Contract 001312

CFX Project No. 417-141

SR 417 Widening from International Drive to John Young Parkway Supplemental Agreement #4A Post Design Services SA - Brightline

#### **Comments:**

I have reviewed the Post Design fee sheet and scope of services submitted by TLP Engineering Consultant, Inc. dated November 22, 2021 for the SR 417 Widening from International Drive to John Way Parkway. SA #4A is for Post Design Professional Services associated with the construction plans revisions for this widening project changed as a result of the Brightline alignment within this section. The revisions included noise wall and MSE wall changes and associated drainage and SPM conflicts.

Supplemental Agreement #4A request is attached and costs are detailed below:

\$ 62,446.11 TLP as Prime

\$ 62,446.11 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 Supplemental Agreement in the amount of \$62,446.11.

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

#### CC:

Keith Jackson, PE Dewberry File



# Scope of Services Supplemental Agreement No. 5

Additional Post-Design Scope of Services (Section 4.24)

November 22, 2021

Mr. Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Reference: SR 417 Widening from International Drive to John Young Parkway

Project No. 417-141 (Contract No. 001312)

Request for Supplemental No. 4A

Dear Will:

Please find enclosed our Request for Supplemental No. 4A for the above referenced project. This request addresses the effort associated with changes to accommodate the Brightline alignment through this corridor.

Should you have any questions regarding this request, please advise.

Sincerely,

**TLP Engineering Consultants, Inc.** 

Yassi M. Myers, P.E.

President

Attachments

OFFICE: 450 S. Orange Avenue, Suite 450

Orlando, FL 32801

PHONE: 407.901.5060 FAX: 407.512.6560

WEB: www.tlpeng.com

# Scope of Services Supplemental Agreement No. 5

Additional Post-Design Scope of Services (Section 4.24)

# SR 417 Widening from International Drive to John Young Parkway CFX Project No. 417-141, Contract No. 001312

#### **Purpose**

The purpose of this Supplemental Agreement is to address the effort associated with the following additional post design services related to the changes due to Brightline:

- Plan Revision #4 Brightline Conflict- Roadway and Structures
- Plan Revision #5 Brightline Conflict- S&PM and ITS

#### Scope of Work

The following addresses the effort associated with the additional scope items listed above and its impact to the pertinent scope items:

#### 4.24 Post Design Services

#### A. Plan Revisions

- 1. Plan Revision #4 Brightline Conflict- Roadway and Structures, 6/02/2021
  - a. This revision includes Roadway, Drainage and Structures Plan changes to address the removal of noise walls and MSE walls at Hunters Vista and Town Loop bridge crossings to eliminate conflicts with the Brightline train alignment.
  - b. Performed an initial review of the Brightline alignment to identify potential conflict areas. Provided comments to Dewberry.
  - c. Performed a second review of the "Final" Brightline alignment and developed plan markups of conflict locations.
  - d. Evaluated the drainage design in the conflict areas to identify any required changes.
  - e. Required updated roadway, drainage, and structures quantities.
- 2. Plan Revision #5 Brightline Conflict- S&PM and ITS, 7/1/2021
  - a. This revision includes S&PM, ITS, and Lighting Plan changes to address the removal of noise walls and MSE walls at Hunters Vista and Town Loop bridge crossings to eliminate conflicts with the Brightline train alignment.
  - b. Evaluated 3 alternative configurations for Twin-Span Overhead Sign OT-8 requiring structures analysis for each. Held meeting with CFX to discuss alternatives.
  - c. Structures redesign of three (3) multi-post signs on existing sloped surface instead of flat proposed surface. Also evaluated multiple roadway grading options around the multi-post signs to flatten the existing slopes and optimize the structural design.
  - d. Evaluated three (3) alternatives (sign to remain, relocation of cantilever and bridge mount sign) for sign OC-9. Coordinated with CFX and Dewberry and two (2) meetings to determine the preferred alternative.
  - e. Required updated S&PM, ITS and Lighting quantities.

#### **SUPPLEMENTAL AGREEMENT NO. 4**

#### TO

# AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 417-141)

#### SR 417 Widening from International Drive to John Young Parkway

THIS	SUPPLEMENTA	L AGREEMEN'	NO.	4 TO	AGREEMENT	FOR		
PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made								
and entered into	o this	day ofO	ctober	, 202	20, by and betwe	en the		
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida,								
hereinafter called "CFX" and the consulting firm of TLP ENGINEERING CONSULTANTS,								
INC., a Florida corporation, hereinafter called the "CONSULTANT."								

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated April 12, 2018, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated July 14, 2020, and that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 21, 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 417-141, CFX may negotiate with the CONSULTANT to enter into a

supplemental agreement to provide post design services; and

WHEREAS, Articles 2.00 and 12.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

- 1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated August 10, 2020 and updated on September 21, 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 \$667,145.60.

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** 

Aneth Williams Digitally signed by Aneth Williams Date: 2020.11.12 0 617:32-05'00'

Aneth Williams, Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

Print Name: Yassi M. Myers

Title: President

Approved as to form and execution for Central Florida Expressway Authority's exclusive use and reliance.

By:

Laura Kelly, Associate Digitally signed by Laura Kelly, Associate General Counsel Date:2020.10.27 10:33:30 -04'00'

Diego "Woody" Rodriguez

General Counsel for CFX



#### **MEMORANDUM**

Date: September 21, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Scott Kamien 500, PE

Subject: Design Consultant Services - Contract 001312

CFX Project No. 417-141

SR 417 Widening from International Drive to John Young Parkway

Supplemental Agreement #4 Post Design Services

#### **Comments:**

I have reviewed the Post Design fee sheet and scope of services submitted by TLP Engineering Consultant, Inc., provided via email initially on August 10, 2020 and updated on September 21, 2020 for the SR 417 Widening from International Drive to John Way Parkway. SA #4 is for Post Design Professional Services associated with the construction plans and bid documents for this widening project..

Supplemental Agreement #4 request is attached and costs are detailed below:

\$ 452,209.92 TLP as Prime

\$ 214,935.68 Total Subconsultant Fees

\$ 667,145.60 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 Supplemental Agreement in the amount of \$667,145.60.

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

#### CC:

Keith Jackson, PE Dewberry File



August 10, 2020

Mr. Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Reference: SR 417 Widening from International Drive to John Young Parkway

Project No. 417-141 (Contract No. 001312) Request for Supplemental No. 4 (PDS)

Dear Will:

Please find enclosed our Request for Supplemental No. 4 for the above referenced project. This request addresses the effort associated with the Post Design Services for this project.

Should you have any questions regarding this request, please advise.

Sincerely,

**TLP Engineering Consultants, Inc.** 

Yassi M. Myers, P.E.

President

Attachments

OFFICE: 450 S. Orange Avenue, Suite 450

Orlando, FL 32801

PHONE: 407.901.5060 FAX: 407.512.6560

WEB: www.tlpeng.com

#### Exhibit "A"

# Project 417-141 S.R. 417 Widening from International Drive to John Young Parkway 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

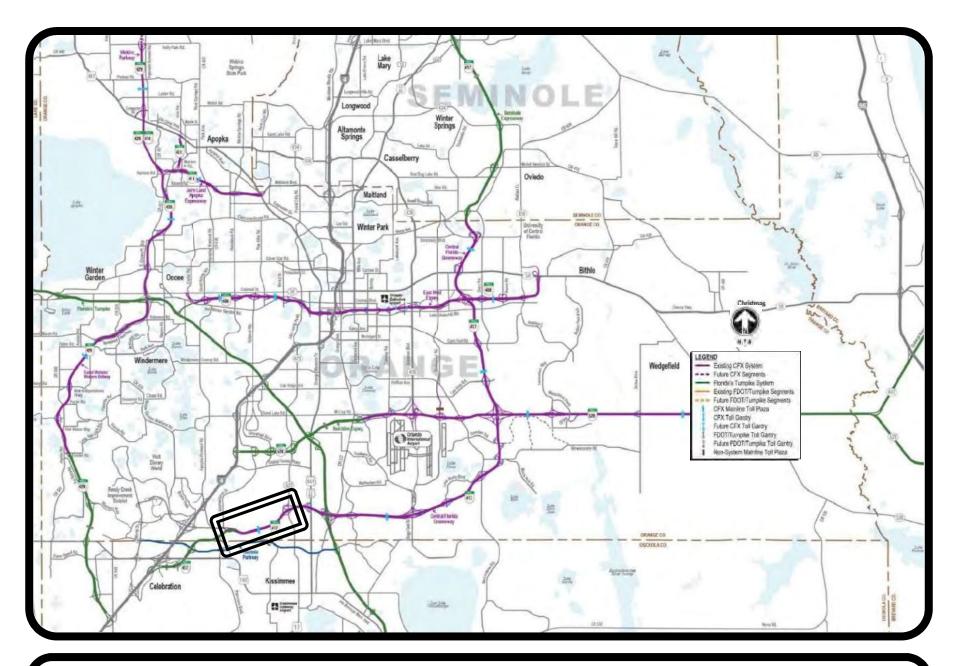
The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

#### 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 S.R. 417 Widening from International Drive to John Young Parkway (417-141)

#### SUPPLEMENTAL AGREEMENT NO. 3

#### TO

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

#### SR 417 Widening from International Drive to John Young Parkway

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this \_\_\_\_\_\_\_ September \_\_\_\_\_\_\_\_ 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 TLP ENGINEERING CONSULTANTS, 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 April 12, 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, and as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated July 14, 2020, (collectively, "Agreement");

WHERAS, 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:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as
  outlined in the Consultant's September 1, 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 \$242,675.55 to \$3,602,469.77.
  - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$9,447.50.
  - c. The Subcontract Items are adjusted downward by \$147,206.87 to \$2,438,082.73 as follows:

• TEDS	\$83,130.63
•GEC	(\$170,000.00)
Geodata	(\$60.337.50)

- d. The Allowance is adjusted downward by \$95,468.68 to \$0.00.
- e. The Total Maximum Limiting Amount remains unchanged at \$6,050,000.00.
- 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

Project 417-141 Contract 001312

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

TLP ENGINEERING CONSULTANTS, INC.

By: Print Name: Yassi M. Myors, PE
Title: President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Digitally signed by Laura N. Kelly Nate: 2020.09.18 13:50:47

Diego "Woody" Rodriguez General Counsel

https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/417-141 SR 417 Widening I-Drive - JYP/2 Contract/2.A Supplemental Agreements/SA 3/TLP 417-141 SA 3.docx

#### SUPPLEMENTAL AGREEMENT NO. 2

#### TO

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

#### SR 417 Widening from International Drive to John Young Parkway

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 14 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 TLP ENGINEERING CONSULTANTS, 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 April 12, 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020 (collectively, "Agreement"); and

WHERAS, 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 2, 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 upwards by \$269,719.78 to \$3,359,794.22.
  - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$9,447.50.
  - c. The Subcontract Items remain unchanged at \$2,585,289.60.
  - d. The Allowance is adjustment downward by \$269,719.78 to \$95.468.68.
  - e. The Total Maximum Limiting Amount remains unchanged at \$6,050,000.00.
- 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: 2020/07/14 13:40:20-04/00 Aneth Williams, Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

Print Name: Yassi M. Myers. PF.

Title: President

Approved as to form and execution for CFX's exclusive use and reliance.

Laura N.

Digitally signed by Laura N. Kelly

Kelly

By:

Date: 2020.07.14 11:00:28 -04'00'

Diego "Woody" Rodriguez

General Counsel

https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/417-141 SR 417 Widening I-Drive - JYP/2 Contract/2. A Supplemental Agreements/SA 2/Final/417-141 SA 2.docx

Associate General Counsel for

#### SUPPLEMENTAL AGREEMENT NO. 1

#### TO

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

#### SR 417 Widening from International Drive to John Young Parkway

	THIS SUPPL	EMENTAL AGREEMENT is made and entered into this da	ıy
of_	MAJECH	, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY	
AUT	HORITY, a corpo	rate body and agency of the State of Florida, hereinafter called "CFX"	
and t	he consulting firm	of TLP ENGINEERING CONSULTANTS, INC. of Orlando, Florida,	
herei	nafter called the "	CONSULTANT".	

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 12<sup>th</sup> day of April 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:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as
  outlined in the Consultant's January 6<sup>th</sup>, 2020 letter to CFX, which is attached hereto
  and made a part of this Supplemental Agreement.
  - Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
    - a. The Salary Related Costs remain unchanged at \$3,090,074.44.
    - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$9,447.50
    - c. The Subcontract Items are adjusted upward by \$212,158.18 to \$2,585,289.60.
      - TEDS \$157,116.16 • AWK \$55,042.02
    - d. The Allowance is adjustment downward by \$212,158.18 to \$365,188.46.

      The Total Maximum Limiting Amount remains unchanged at \$6,050,000.00.
  - 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 quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

Print Name: Bevalus A. Munus

By: - M. M.
Title: Proident

Approved as to form and execution, only.

General Counsel for CFX

\\dfsprd1\,oocea.internal\Store\Departments\Engineering\General\417-141 SR 417 Widening 1-Drive - JYP\2 Contract\2, A Supplemental Agreements\SA 1\TLP-417-141 -SA1.docx

## **AGREEMENT**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND TLP ENGINEERING CONSULTANTS, INC.

S.R. 417 WIDENING FROM INTERNATIONAL DRIVE TO JOHN YOUNG PARKWAY

CONTRACT NO. 001312, PROJECT NO. 417-141

CONTRACT DATE: APRIL 12, 2018 CONTRACT AMOUNT: \$6,050,000.00

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 AND PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, AND SCHEDULE

#### FOR

S.R. 417 WIDENING FROM INTERNATIONAL DRIVE TO JOHN YOUNG PARKWAY

CONTRACT NO. 001312 PROJECT NO. 417-141

APRIL 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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C	Exhibit "C", Details of Cost and Fees	
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Е	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 12th day of April, 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 TLP Engineering Consultants, 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 450 South Orange Ave., Suite 450, Orlando, FL. 32801.

#### WITNESSETH:

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

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

#### 1.0. DEFINITIONS.

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

#### 2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of S.R. 417 Widening from I-Drive to John Young Parkway identified as Project No. 417-141 and Contract No. 001312.

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

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

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

#### 3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with 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.

```
24138 - AWK Consulting Engineers, Inc. (Class II)

Geodata Consultants, Inc. (Class I)

Geodata Consultants, Inc. (survey) (Class II)

Geodata Consultants, Inc. (survey) (Class II)

RS&H, Inc. (Class I)

Southeastern Surveying and Mapping Corporation (Class I)

Southeastern Surveying and Mapping Corporation (survey) (Class II)

Traffic Engineering Data Solutions, Inc. (Class I)
```

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for

authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

#### 6.0 SERVICES TO BE PROVIDED

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

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

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

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

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

#### 7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,050,000.00 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. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

#### 8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 450 South Orange Ave., Suite 450, Orlando, FL. 32801.

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

# IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, 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:

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

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

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

#### 9.0 COMPLIANCE WITH LAWS

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

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

#### 10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C". Details of Costs and Fees, supporting the compensation provided in Section 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

#### 11.0 TERMINATION

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

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

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

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

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

#### 12.0 ADJUSTMENTS

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

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

#### 13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

#### 14.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

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

#### 15.0 THIRD PARTY BENEFICIARY

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

Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

#### 16.0 INSURANCE

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

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

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

- all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- 16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its

equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

- 16.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.
- 16.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

#### 18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

#### 19.0 DOCUMENTED ALIENS

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

#### 20.0 E-VERIFY CLAUSE

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

#### 21.0 CONFLICT OF INTEREST

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

## During the term of this Agreement:

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

#### 22.0 INSPECTOR GENERAL

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

## 23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

#### 24.0 INTEGRATION

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

#### 25.0 ASSIGNMENT

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

#### 26.0 AVAILABILITY OF FUNDS

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

#### 27.0 SEVERABILITY

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

## 28.0 AUDIT AND EXAMINATION OF RECORDS

## 28.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 28.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

- Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 28.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.
- 28.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.
- 28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

\*\*\*\*\* INTENTIONALLY LEFT BLANK \*\*\*\*\*

#### 29.0 NOTICE

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

To CFX:

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel

To CONSULTANT: TLP Engineering Consultants, Inc.

450 South Orange Ave., Suite 450

Orlando, FL. 32801 Attn: Yassi Mevers, P.E.

TLP Engineering Consultants, Inc. 450 South Orange Ave., Suite 450

Orlando, FL. 32801 Attn: Steve Dickison, P.E.

#### GOVERNING LAW AND VENUE 30.0

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 31.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

Exhibit "F", Project Schedule

[ 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 April 12, 2018.

TLP ENGINEERING CONSULTANTS, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY:	BY: Director of Procurement  Print Name: AN Ah William
Title: President	Effective Date:
Secretary of Notary	sion FF 182419 🔾
General Course for CFX	

2018 MAY 7 PH 4:55

## Exhibit A

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# SCOPE OF SERVICES

FOR

# S.R. 417 WIDENING FROM INTERNATIONAL DRIVE TO JOHN YOUNG PARKWAY

PROJECT NO. 417-141

IN ORANGE COUNTY, FLORIDA

March 8, 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 outside/inside widening from International Drive to John Young Parkway. Specifically, the project consists of widening to the outside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, Hunter's Vista Boulevard, Shingle Creek, Town Loop Boulevard, and John Young Parkway will also be widen 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 International Drive to John Young Parkway.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

#### 1.04 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.

## 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:
  - 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.
  - The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
  - The FDOT Design Manual, latest edition, shall be used for this project.
  - The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
  - The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
  - The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

#### 3.0 DESIGN CRITERIA

#### 3.01 General

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

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

## 3.02 Geometry

The following criteria are to be incorporated into the design.

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	300 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.  Lane Drop Tapers	0.10	0.10	0.05 Urban 0.10 Rural
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

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Vertical Curvature (K)			Rural
(K=Len./%grade change) Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			103-11-
Lane Widths, ft.	12	12 dual lanes 15 min, single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft,	4-Lane	Single Lane	
Right	12 (10 paved)	6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	(2 paved)
			* min. 5' paved FDOT
	6-Lane	Dual Lane	11447
Right	12 (10 paved)	10* (8* paved)	1
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	1
Right	10	6	
Left	6	6	
	6-Lane	Dual Lane	
Right	12	10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6- lane)	2%	2%
Bridge Lanes	2% typ. (no		

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
	break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
Vertical Clearance, ft.		1	
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.
- 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 outside/inside widening from International Drive (Just east of bridge – Station 398+00) to east of John Young Parkway (Station 612+00). Specifically, the project consists of widening to the outside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, Hunter's Vista Boulevard, Shingle Creek, Town Loop Boulevard, and John Young Parkway will also be widen 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, FON, 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

- Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400foot intervals along alignment.
- Establish and set alignment in the same manner on cross roads and major adjacent alignments.
- Station all alignments at 100' intervals.
- Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

## C. Reference Points

- Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
- Show obstructions where alternate references are set.

#### D. Bench Levels

 The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points.

## E. Topography

 Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50" display scale shall be conducted by the Consultant.

The Consultant will obtain existing pavement elevations and crossslopes along the inside travel lane and outside travel lane every 100'.

 Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

# F. Drainage Survey

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

## G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

## H. Side Street Surveys

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

# I. Bridge Survey

Provide bridge survey data as needed for engineering design.

# J. Jurisdictional Line Surveys

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

# K. Geotechnical Surveys

Locate 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 for SR 528 mainline, International Drive and John Young Parkway interchange ramps, and Toll Plaza ramps impacted.
- 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 and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

#### 4.10 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.
  - Provide additional information requested at the pre-application by regulatory agencies for permits.
  - Provide aerial maps at a 1"=400' scale which include SCS soils data.

100-year floodplain limits and proposed project.

- Provide all plans, calculations, sketches and reports required for permits except as described above.
- Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
- Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
- 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.
- Prepare a list of adjacent landowners along with address and ninedigit zip code at all wetland encroachment sites.
- Provide all permit application material in .pdf format and 7 hard copies.
- 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.
- 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

- The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
- 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.
- 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.
- The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
- 6 The Consultant shall obtain utility work schedules from the utility companies.
- 7 The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

## 4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 528 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:
  - Cover sheet (key sheet)
  - 2. Summary of Pay Items
  - General notes
  - 4. Summary Quantities sheets
  - Project Layout
  - 6. Typical roadway sections
  - Plans and profiles (plans at 1"=50' scale)
  - 8. Interchange plans, profiles, alignment and plan index sheets
  - 9. Interchange layout plans
  - Intersection plans and profiles or spot elevations
  - 11. Interchange curve and coordinate data sheets
  - 12. Ramp Terminal Details
  - 13. Crossroad plans and profiles (1"= 50' scale)
  - 14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
  - Earthwork quantities
  - 16. Traffic Control Sheets including Erosion Control/Temp. Drainage
  - Utility Adjustment Sheets as deemed necessary
  - 18. Details
  - 19. Special provisions
  - 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 and foundation pile type.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
  - Complete Bridge designs will be provided for all bridges.
  - 2. Retaining walls, including Critical Temporary walls
  - Box Culverts
  - Slope protection
  - Approach slabs
  - 6. Details
  - 7. Summary quantity tables
  - Special provisions and specifications
  - 9. Stage construction-sequencing details (if applicable).
  - 10. Sign\Signal structures.
  - 11. Sound walls.
  - 12. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.
- C. The Consultant shall 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:

- Perform all drainage design in accordance with the approved criteria from Section 3.01C. Due to the "impaired" designation of Shingle Creek, a pollutant loading analysis will be performed for the project.
- 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 five (5) existing Ponds 13-17.
- Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.
- Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
- 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.
- Provide copies of its internal quality control comments and calculations at the scheduled reviews.
- Prepare one (1) Bridge Hydraulics Reports that includes Shingle Creek and the 15-12'x4' CBC crossings. The BHR will be reviewed and approved by CFX, Orange County, and FEMA. No CLOMR is anticipated.
- Perform floodplain analysis for one (1) location including proposed impacts and compensation calculations.
- Perform cross drain analysis for eight (8) crossings due to extensions.
   Two crossing will be 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. Pond 14 staging up to roadway shoulder
  - B. Standing water in 14'x14' CBC
  - C. Erosion at outfalls and along pond side banks
  - Evaluate widening of Shingle Creek bridge to eliminate the bridge drainage system.
- 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:
  - Connector pipes
  - Drainage structure details
  - Storm drain and culvert profiles and/or drainage cross-sections
  - 4. Lateral ditches/channels
  - 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.
  - Cover sheet (key sheet)
  - 2. Tabulation of Quantities
  - 3. General notes
  - 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

- Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans

- The Consultant shall prepare maintenance of traffic plans at scale of 1"=100" to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
- 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.
- 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, eleven (8) existing overhead trusses and three (3) existing overhead cantilevers along the project will be affected by the improvements. Propose to relocate and reuse existing structures if they meet current wind load criteria.

# 4.18 Signalization Plans

A. For the SR 417 ramp terminals at John Young Parkway, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

## 4.19 Right-of-Way Surveys

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.
- Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - 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
- 1. 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.
- Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
- Controller cabinet, structure, and foundation details for proposed CFX device sites.
- 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
- Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Relocation 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. Relocation 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.
- Relocation 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.
- y. Relocation of existing traffic monitoring sites (TMS) 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. Relocation 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), in the event existing DMS would not survive project construction
- aa. 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.
- bb. Install new WWDS at the following off-ramps:
  - SR 417 off-ramp from International Dr. S. / World Center Dr.
  - SR 417 northbound off-ramp from SR 423 (S. John Young Pkwy.).
  - SR 417 southbound off-ramp from SR 423 (S. John Young Pkwy.).
- cc. 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.
  - Accessibility and ease of equipment maintenance.
  - 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.
  - Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)

- Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
- j. Location of proposed sound walls

## B. Splice and Cable Routing Details

- The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
- Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
- 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

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

## D. Inside Plant Plans

- 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.
- 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 John Young 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 replacement of the two existing toll gantries with a new single gantry to span the increased main lane section.

## 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:
  - Answer questions relative to the plans, typical sections, quantities and special provisions.
  - Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
  - 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.
- The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

#### 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
  - Available right-of-way plans of existing conditions
  - Current list available to CFX of owners of all affected properties within the section.
  - Sample plans to be used as guidelines for format, organization and content.
  - Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
  - 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
  - Current and design year peak hour volumes
  - 3. Turning movements at each intersection/interchange
  - 4. K. D and T factors
  - Design speed See Section 3.02, Geometry.
  - AVI Percentages

#### 5.03 Other

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

 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.

# 6.07 Conceptual Specialty Design

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

#### 7.0 ADMINISTRATION

## 7.01 Central Florida Expressway Authority

- CFX's Project Manager will administer the Consultant services detailed in this scope.
- 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.
- 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.
- Provide a focal point contact for all questions, requests, and submittals.
- 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:

- 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.
- Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
- Establish internal accounting methods and procedures for documenting and monitoring project costs.
- 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:
  - Determine and highlight critical path work from initial plans as work progresses.
  - Identify progress against schedule for each identified work item.
  - Forecast completion dates from current progress.
  - Highlight rescheduled work in any area which is out of required sequence.
  - Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
  - 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. The FDOT plan review checklist shall be attached and appropriate items checked.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

#### 7.09 Consultant Personnel

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

#### 7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives 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:
  - Field survey notes and computations.
  - Design criteria used for the project.

Project 417-141 A-36

- Geometric design calculations for horizontal alignment.
- Vertical geometry calculations.
- Right-of-way calculations.
- Drainage computations.
- Structural design calculations.
- Geotechnical report.
- Hydraulics Report for each bridged stream crossing.
- Earthwork calculations not included in the quantity computation booklet.
- Calculations showing cost comparisons of various alternatives considered.
- 12. Calculations of quantities.
- Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- 14. Lighting and voltage drop calculations.
- 15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

#### 7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
  - Preliminary Engineering (Memorandum) (1 CD/DVD with all files, 3 sets and 1 .PDF required)
  - 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)

- 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)
- 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)
- 60% Bridge Plans required only on Category 2 bridges.
- 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)
- 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)
- 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)
- 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)
- 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 Plans Preparation 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:
  - The reason for the delay.

- The design components impacted.
- 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:

# Key Map Prepared

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

# Drainage Map Prepared

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

# Typical Section Sheets

a) Ramp typical sections developed.

- b) Pavement structure shown.
- Special details developed.
- d) General notes shown.

# Plan and Profile Sheets

- a) Centerline plotted.
- 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).
- Geometric dimensions.
- g) Proposed and existing limited access right-of-way lines.
- h) Existing ground line.
- i) Proposed profile grade.
- Type, size and horizontal location of existing utilities.
- k) Drainage structures and numbers are shown
- Drainage ponds are shown.

### Cross Sections

- a) Existing ground line.
- Preliminary templates at critical locations (not to exceed 500 feet).
- 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.
  - 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:

# Key Map

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

# Drainage Maps

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

- 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.
- Stations and offset shown for all fence corners and angles.
- 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.
- Pavement edges, shoulders and dimensions shown.
- i) Project and construction limits shown.
- Bridges shown with beginning and ending stations.
- k) General Notes.

# Drainage Structures

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

## Cross Sections

- 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.
- 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.
  - Intersection details shown.
- Traffic Control Plans
- 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.
- Drainage Maps
  - a) Drainage divides, areas and flow arrows shown.
  - b) Elevation datum and design high water information shown.
  - Disclaimer and other appropriate notes added.
- 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.
  - Angle and stationing for intersections.
  - d) Treatment for non-standard superelevation transitions diagramed.
  - e) General notes shown.
  - f) Special ditches profiled.
- Drainage Structures
  - a) Existing structures requiring modifications are shown.
  - b) Existing and proposed utilities are shown.
- fi Soil Borings
  - Soils data and estimated high seasonal groundwater table shown.
- 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 #4

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# MEMORANDUM

TO: **CFX Board Members** 

FROM:

Aneth Williams Will Director of Procurement

DATE: April 22, 2022

SUBJECT: Approval of First Contract Renewal with The Balmoral Group, LLC for

Miscellaneous Design Consultant Services

Contract No. 001497

Board approval is requested for the first renewal of the referenced contract with The Balmoral Group, LLC in the amount of \$1,000,000.00 for one year beginning on June 6, 2022 and ending June 5, 2023. The original Small Sustainable Business Enterprise contract was for three years with two one-year renewals.

The work to be performed includes miscellaneous design services for minor projects.

\$3,000,000.00 Original Contract Supplemental Agreement No. 1 \$ 200,000.00 First Renewal \$1,000,000.00 \$4,200,000.00 Total

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

Reviewed by:

Director of Engineering

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001497

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** ("Renewal Agreement"), is made and entered into this 12th day of May 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and The Balmoral Group, LLC hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

**WHEREAS**, on April 11, 2019, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide miscellaneous design consultant 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. <u>Recitals</u>. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. Renewal Term. CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on June 6, 2022 and end on June 5, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
- 3. <u>Compensation for Renewal Term</u>. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$1,000,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <u>Effect on Original Agreement</u>. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Original Agreement.
- 5. <u>Counterpart and Electronic Signatures</u>. 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.

# THE BALMORAL GROUP, LLC

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	By: Aneth Williams, Director of Procurement
Print Name:	
Title:	
ATTEST:(SEAI	
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, 2022 for its exclusive use and reliance.
By:	
Print Name:	By:
	Diego "Woody" Rodriguez, General Counsel
By:Print Name:	
riiii name:	

#### SUPPLEMENTAL AGREEMENT NO. 1

#### TO

# AGREEMENT FOR MISCELLANEOUS DESIGN CONSULTANT SERVICES CONTRACT No. 001497 (SSBE)

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR AGREEMENT FOR MISCELLANEOUS DESIGN CONSULTANT SERVICES ("Supplemental Agreement") is made and entered into this 14th day of April, 2022, 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 THE BALMORAL GROUP, LLC, 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 April 11, 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. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:

a. The amount not to exceed in section 2.1 is increased by \$200,000.00.

b. The Total Maximum Limiting Amount is increased to \$3,200,000.00.

2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	Aneth Williams Digitally signed by Aneth Williams Date: 2022.04.26 12:13:11 -04'00'
Α	neth Williams, Director of Procurement

THE BALMORAL GROUP, LLC.

By:\\\_\_\\_\\\	e de
Print Name:	Valerie Seidel
Title:	President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Diego "Woody" Rodriguez
General Counsel

# **CONTRACT**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND THE BALMORAL GROUP, LLC

# MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001497

CONTRACT DATE: APRIL 11, 2019 CONTRACT AMOUNT: \$3,000,000.00

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

# CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, SPECIFICATIONS, TECHNICAL PROPOSAL, PRICE PROPOSAL, PERFORMANCE AND PAYMENT BOND, AND FORMS

# MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001497

**APRIL 2019** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 11th day of April, 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, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and The Balmoral Group, LLC, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 165 Lincoln Avenue, Winter Park, FL. 32789.

#### WITNESSETH:

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

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

#### 1.0. DEFINITIONS.

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

#### 2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain miscellaneous design consultant services identified as Contract No. 001497.

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 three (3) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

#### 4.0. PROJECT SCHEDULE

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

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

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

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

#### 5.0. PROFESSIONAL STAFF

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

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

# The approved subconsultants are:

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Base Consultants, Inc. (Class I) Comprehensive Engineering Services, Inc. (Class I)

DRMP, Inc. (Class I) Geotechnical & Environmental Consultants, Inc. (Class II)

DRMP, Inc. (Survey) (Class II) Reynolds, Smith & Hills, Inc. (Class I)

Greenman-Pedersen, Inc. (Class I) Scalar Consulting Group, Inc. (Class I)

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

#### 6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$3,000,00.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

#### 7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data 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 165 Lincoln Avenue, Winter Park, FL. 32789.

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:

- 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.
- 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.

- 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
- 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
- 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: The Balmoral Group, LLC

165 Lincoln Avenue Winter Park, FL. 32789 Attn: Sherman Klaus, P.E.

The Balmoral Group, LLC 165 Lincoln Avenue Winter Park, FL. 32789 Attn: Gregory Seidel, 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", 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 April 11, 2019.

THE BALMORAL GROUP, LLC	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY: Authorized Signature	BY: Director of Procurement
Print Name: Valerie Seidel	Print Name: ANOTH William
Title: President	Effective Date: 5/14/19
ATTES EVEL PLANT FROM (Seal)  Secretary of Notary  Bonded through National Notary Assn.	

Approved as to form and execution, only.

## **EXHIBIT A**

SCOPE OF SERVICES

#### Exhibit A

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY <u>SCOPE OF SERVICES</u>

**FOR** 

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001497 (SSBE)

**MARCH 2019** 

## Exhibit A SCOPE OF SERVICES

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#### 1.0 GENERAL

#### 1.01 Location

 Projects (and project locations) to be identified on an individual basis per each Work Authorizations

#### 1.02 Description

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on CFX's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual Work Authorizations

#### 1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with final engineering and final construction drawings and documents for the miscellaneous design services contract. It should be noted that this Exhibit covers a full range of possible scope elements that may arise as part of this contract. This Exhibit is provided as a guide to be used by the CONSULTANT in preparation of individual Work Authorizations as requested by CFX. It is further understood that elements of this Exhibit may not be applicable to all Work Authorizations Work Authorizations approved under this contract
- B. As necessary, the Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final traffic control plans, final utility, final fiber optic network relocation plans and final signing and pavement marking plans
- 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 shall be for three (3) years from the notice to proceed. The Agreement is further eligible for two (2), one (1) year renewals following the initial three (3) year period
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments

#### 2.0 STANDARDS

- A. The applicable design and construction standards and policies of 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:
  - Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2019 edition, and updates thereafter, shall be used for this project.
  - The FDOT Standard Plans for Road and Bridge Construction, latest edition and subsequent interim or Developmental Standard Plans and updates, shall be used for this project.
  - The FDOT Design Manual (FDM), latest edition, shall be used for this project.
  - The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
  - The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.
  - 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 the projects will be guided by the basic design criteria listed below.

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

#### 3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.  Lane Drop Tapers	0.10	0.10	0.05 Urban 0.10 Rural
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 Rural
Vertical Curvature (K) (K=Len./%grade change) Crest	506 FDOT	31 (30 mph)	Rutat

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

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Left Shoulder	5%	6%	6%
Right Shoulder	6%		
		N/A	22' or 40'
d. Median Width (4-lane),	64' (typical)		
ft. (E.O.P./E.O.P.)	26' (with barrier)		
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
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
- 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.
- 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 Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Plans Preparation Manual, FDOT Standard Drawings, FDOT Indices, etc., except as otherwise directed by CFX.

#### 4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services. As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

#### 4.01 Design Features

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

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on CFX's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, geotechnical surveying, exploration, signalization, control soil classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual Work Authorizations

#### 4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies include, but are not necessarily limited to GOAA, City of Orlando, Orange County, FDOT, Florida's Turnpike Enterprise, FDEP, City of Apopka etc.

#### 4.03 Surveys and Mapping

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

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

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

#### B. Alignment

- Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400foot intervals along alignment
- Establish and set alignment in the same manner on cross roads and major adjacent alignments
- 3. Station all alignments at 100' intervals
- Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking

#### C. Reference Points

- 1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits
- Show obstructions where alternate references are set

#### D. Bench Levels

 The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points.

#### E. Topography

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

#### 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.

#### 4.04 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to 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, the following elements:
  - a. Roadway and Drainage
    - i. Document collection and review
    - ii. Soil boring location plan
    - iii. Boring location and utility clearance
    - iv. Traffic control for field operations
    - v. Soil borings for roadway and stormwater pond design
    - vi. Pavement Cores
    - vii. ASCII files of soil borings for inclusion on plan cross sections
    - viii. Groundwater measurement at boring locations
    - ix. Estimation of seasonal high groundwater levels at boring locations
    - x. Soil classification laboratory testing
    - xi. Soil corrosion series laboratory testing for optional pipe materials
    - xii. Limerock Bearing Ratio (LBR) testing to develop Resilient Modulus for pavement design
    - xiii. Suitability of soil excavated from ponds for use in embankment construction

- xiv. Delineation of organic and/or plastic soil and recommendations for removal
- xv. Unconfined aquifer parameters for stormwater ponds
- xvi. Stormwater volume recovery or background seepage analysis for stormwater ponds
- xvii. Embankment settlement analysis
- xviii. Slope stability evaluation of embankment slopes including benching recommendations

#### b. Structures

- i. Document collection and review
- ii. Soil boring location plan
- iii. Boring location and utility clearance
- iv. Traffic control for field operations
- Soil borings for bridge foundations, box culverts, MSE walls, and sign foundations.
- vi. Traffic control for field operations
- vii. Groundwater measurement at boring locations
- viii. Estimation of seasonal high groundwater levels at boring locations and design high water level for foundation design
- ix. Soil classification laboratory testing
- Soil consolidation laboratory testing on undisturbed samples of plastic material at bridge abutments
- xi. Soil corrosion series testing for bridge substructure environmental classification
- xii. Evaluation of bridge foundation alternatives
- xiii. Detailed analysis of selected bridge foundation and design recommendations
- xiv. FBPier parameters for bridge foundation lateral load analysis
- xv. Bridge foundation construction recommendations
- xvi. Box culvert foundation design recommendations and lateral earth pressures
- xvii. Analysis of temporary walls (sheet pile, lagging wall, soil nail, etc.) needed to facilitate widening of existing bridges and walls
- xviii. MSE wall external stability analysis and minimum reinforcement lengths for final wall design
- xix. Soil parameters for design of sign and ITS structure foundations
- xx. Drilled shaft construction recommendations for sign and ITS structure foundations
- 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.

- Reports (Roadway and Drainage, Bridge and Wall, Miscellaneous Structures)
  - i. Summary of reviewed documents
  - ii. USGS Quadrangle and NRCS Soil Survey maps
  - iii. Existing conditions
  - iv. Proposed improvements
  - v. Subsurface exploration plan
  - vi. Laboratory soil testing program
  - vii. Drafted soil boring logs
  - viii. Pavement core results
  - ix. Laboratory test results
  - x. Geotechnical analyses
  - xi. Soil and groundwater design parameters
  - xii. Design recommendations
  - xiii. Construction recommendations
- 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 and offset, soil legend, observed water table, estimated seasonal high elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

#### 4.05 Contamination Impact Analysis

- A. The Consultant shall perform a Contamination Screening Evaluation of the project in accordance the FDOT Project Development and Environment Guidelines, Chapter 20 (FPDEG20) and the requirements of CFX.
- B. The results of the assessment will be presented in the Contamination Screening Evaluation Report (CSER). The CSER will rank potential contamination sites as No, Low, Medium or High risk in accordance with FPDEG20. Recommendations for sampling and testing at sites, if warranted, shall be included in the report.
- C. The sampling and testing of any sites, including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

#### 4.06 Pavement Design

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

#### 4.07 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.

#### 4.08 Governmental Agency and Public Meetings

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

#### 4.09 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.
- Provide additional information requested at the pre-application by regulatory agencies for permits.
- Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
- Provide all plans, calculations, sketches and reports required for permits except as described above.
- Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
- Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
- 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.
- Prepare a list of adjacent landowners along with address and ninedigit zip code at all wetland encroachment sites.
- Provide all permit application material in .pdf format and 7 hard copies.
- 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.
- Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

#### 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

- 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 owners.
- 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.
- 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.
- The Consultant shall obtain all necessary utility work schedules from the utility owners 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.

#### 4.11 Roadway Design

- A. A Typical Section Package will not be prepared. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 30% submittal and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the 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
  - General notes
  - 4. Summary Quantities sheets
  - Project Layout
  - Typical roadway sections
  - 7. Plans and profiles (plans at 1"=50' scale)
  - 8. Interchange plans, profiles, alignment and plan index sheets
  - Interchange layout plans
  - 10 Intersection plans and profiles or spot elevations
  - 11. Interchange curve and coordinate data sheets
  - 12. Ramp Terminal Details
  - 13. Crossroad plans and profiles (1"= 50' scale)
  - 14. Cross-sections (with pattern plan) (1" = 20" horiz.) (1" = 5" vert.)
  - 15. Earthwork quantities

- 16. Traffic Control Sheets including Erosion Control
- 17. Utility Adjustment Sheets as deemed necessary
- 18. Details
- 19. Special provisions
- 20. 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 Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
  - 1. Complete Bridge designs will be provided for all bridges.
  - Retaining walls
  - 3. Box Culverts
  - 4. Slope protection
  - Approach slabs
  - Details
  - 7. Summary quantity tables
  - 8. Special provisions and specifications
  - 9. Stage construction-sequencing details (if applicable).
  - Sign\Signal structures.
  - 11. Sound walls.
  - The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis

packages shall be submitted to FDOT for their review and approval.

#### 4.13 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
  - Perform all drainage design in accordance with the approved criteria from Section 3.01C.
  - Design the drainage and stormwater management facilities for the 6lane section widened to the outside. Assume the median of the 6-lane section is pervious (sodded).
  - Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.
  - Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
  - 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.
  - Provide copies of its internal quality control comments and calculations at the scheduled reviews.

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
  - Connector pipes
  - Drainage structure details
  - 3. Storm drain and culvert profiles and/or drainage cross-sections
  - 4. Lateral ditches/channels
  - Outfall ditches/channels
  - 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. 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

#### 4.15 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"=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 detours. 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.
  - 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.
  - 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 Plans

- A. The Consultant shall prepare designs and contract documents for final signing 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
- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- D. CFX will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures

#### 4.17 Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators.
- B. The pavement marking design will be shown on the same plan sheets as the signing design.

#### 4.18 Signalization Plans

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

#### 4.19 Right-of-Way Surveys

A. No additional right-of-way is anticipated as part of this contract. Should right-of-way surveys become necessary, a Supplemental Agreement will be made to address the scope required for the services

#### 4.20 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)
  - Fiber optic cable route marker detail (standard details provided)
  - Fiber count per conduit
  - k. Communications interconnect
  - 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.

- Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
- Controller cabinet, structure, and foundation details for proposed CFX device sites.
- 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
- Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- a. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Relocation of the existing FON to inside of the new paved shoulder, along with installation of fiber optic manholes in the paved shoulder.
- w. Relocation 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.
- x. Relocation 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.
- y. Relocation of existing traffic monitoring sites (TMS) 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. Relocation 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), in the event existing DMS would not survive project construction
- aa. Relocation of existing wrong way detection system (WWDS) sites and any necessary structures, foundations, attachments details, power service, fiber optic connections, and cabinets (standard

- details provided), in the event existing WWDS would not survive project construction.
- bb. 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.
- cc. Install new Wrong Way Detection Systems (WWDS) at the following off-ramps where applicable.
- dd. 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.
  - Maintain the existing FON system through all phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
  - Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
  - j. Location of proposed sound walls.

# B. Splice and Cable Routing Details

- The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
- Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

 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

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

#### D. Inside Plant Plans

- 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.
- 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 contract may include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

# 4.24 Post-Design Services (as necessary)

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:

- Answer questions relative to the plans, typical sections, quantities and special provisions.
- Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
- Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited

to, the Notice to Proceed meeting.

- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

## 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 shop drawings of existing conditions
  - 3. Available right-of-way plans of existing conditions
  - Current list available to CFX of owners of all affected properties within the section.
  - Sample plans to be used as guidelines for format, organization and content.
  - Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
  - Contract unit prices from latest CFX construction projects.

#### 5.02 Traffic Data

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

## 5.03 Other

 Utility designates for the FON and roadway lighting within CFX right-ofway.

#### 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

 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.

#### 6.06 Environmental Permits

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

#### 6.07 Conceptual Specialty Design

- CFX will provide a conceptual major guide signing plan.
- CFX will provide conceptual aesthetics design and treatments for structures.

#### 7.0 ADMINISTRATION

# 7.01 Central Florida Expressway Authority

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

- 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.
- Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
- Establish internal accounting methods and procedures for documenting and monitoring project costs.
- 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:
  - Determine and highlight critical path work from initial plans as work progresses.
  - Identify progress against schedule for each identified work item.
  - Forecast completion dates from current progress.
  - Highlight rescheduled work in any area which is out of required sequence.
  - Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
  - 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. The FDOT plan review checklist shall be attached and appropriate items checked.

#### 7.09 Consultant Personnel

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

#### 7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives 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:
  - Field survey notes and computations.

- Design criteria used for the project.
- Geometric design calculations for horizontal alignment.
- Vertical geometry calculations.
- Right-of-way calculations.
- Drainage computations.
- Structural design calculations.
- Geotechnical report.
- Hydraulics Report for each bridged stream crossing.
- Earthwork calculations not included in the quantity computation booklet.
- Calculations showing cost comparisons of various alternatives considered.
- Calculations of quantities.
- Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- 14. Lighting and voltage drop calculations.
- 15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

## 7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
  - Preliminary Engineering (Memorandum) (1 CD/DVD with all files, 3 sets and 1 .PDF required)
  - 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)
- 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)
- 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)
- 60% Bridge Plans required only on Category 2 bridges.
- 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)
- 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)
- 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)
- 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)
- 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 Plans Preparation 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:

- The reason for the delay.
- The design components impacted.
- 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:
  - Key Map Prepared
    - Location map shown complete with destinations, ranges and townships.
    - b) Beginning and ending stations shown.
    - Any equations on project shown.
    - d) Project numbers and title shown.
    - e) Index shown.
  - Drainage Map Prepared
    - Existing culvert sizes and elevations.
    - b) Horizontal alignment shown.
    - Drainage areas and flow arrows shown.
    - d) High water information shown.
    - Beginning and end stations shown along with any equations on project.
    - Interchange supplemental maps prepared.

# Typical Section Sheets

- a) Ramp typical sections developed.
- b) Pavement structure shown.
- Special details developed.
- d) General notes shown.

#### 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).
- Geometric dimensions.
- Proposed and existing limited access right-of-way lines.
- h) Existing ground line.
- i) Proposed profile grade.
- Type, size and horizontal location of existing utilities.
- b) Drainage structures and numbers are shown
- Drainage ponds are shown.

#### Cross Sections

- a) Existing ground line.
- Preliminary templates at critical locations (not to exceed 500 feet).
- c) Existing utilities shown.
- Interchange Layout and Ramp Profiles

- a) Geometric dimensions.
- b) Proposed profile grades.
- Right-of-Way Control Survey
- 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.
    - Equations, exceptions and bridge stations shown.
    - North arrow and scale included.
    - d) Consultant and CFX sign-off included.
    - e) Contract set index complete.
    - f) Index of sheets updated.
  - Drainage Maps
    - a) Flood data shown.

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

# Typical Section Sheets

- a) All required typical sections are included.
- b) Limited access right-of-way lines are shown.
- 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.
- 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.
- Pavement edges, shoulders and dimensions shown.
- Project and construction limits shown.
- Bridges shown with beginning and ending stations.
- k) General Notes.

# Drainage Structures

a) Drainage structures plotted and numbered.

- b) Station location and offsets identified.
- 6. Cross Sections
  - Templates are shown at all stations.
  - Limited access right-of-way lines are shown.
  - c) Cross section pattern sheet included.
  - d) Miscellaneous notes included.
  - e) Boring profiles.
- 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.
  - Bearings and bridges shown.
  - g) Cross roads, frontage roads, and access roads shown.
  - Intersection details shown.
- 8. Traffic Control Plans
- Utility Adjustments
- Signing and Pavement Marking Plans
- 11. Highway Lighting Plans
- 12. 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.
  - Drainage Maps
    - a) Drainage divides, areas and flow arrows shown.
    - b) Elevation datum and design high water information shown.
    - Disclaimer and other appropriate notes added.
  - 3. Typical Section Sheets
  - Plan and Profile Sheets
    - a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
    - b) Limits of side road construction.
    - Angle and stationing for intersections.
    - Treatment for non-standard superelevation transitions diagramed.
    - e) General notes shown.
    - Special ditches profiled.
  - Drainage Structures
    - Existing structures requiring modifications are shown.
    - b) Existing and proposed utilities are shown.

- 6 Soil Borings
  - Soils data and estimated high seasonal groundwater table shown.
- Cross Section Sheets
  - a) Scale and special ditch grades shown.
  - b) Utilities plotted.
  - c) Sub-excavation shown.
  - d) Volumes computed and shown.
- Utility Relocation Plans
  - a) Utility relocation plans prepared.
- 9. Traffic Control Plans
- 10. Signing and Pavement Marking Plans
- 11. Highway Lighting Plans
- Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
  - At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Schematic Toll Plaza Plans
  - A. At the completion of this phase, the toll plaza layout should be complete with lane and island configurations shown. The following material shall be developed and submitted for review:
    - Plan view of toll plaza with dimensions showing lane and island widths with column configuration and express lane layout.
    - East and west elevation views of the canopy including concept for overhead structure for express lane ETC equipment.
    - Construction phasing plan.

 Description of improvements required for the administration building to accommodate installation of toll equipment.

#### 7.21 60% Toll Plaza Plans

- A. At the completion of this phase, the toll plaza plans should be developed to 60% completion. The following material, as a minimum, shall be developed and submitted for review:
  - 1. Key sheet with sheet index
  - Architectural, structural, mechanical, plumbing and electrical general notes, abbreviations and symbols
  - 3. Plan view
  - Exterior elevations
  - 5. Canopy sections and details
  - 6. Canopy reflected ceiling plan
  - 7. Roof plan and details
  - 8. Canopy framing and foundation plan
  - Concrete pavement plan
  - Express lane overhead structure plan and details
  - Tunnel sections and details
  - Structural sections and details
  - Plumbing plan and diagrams
  - 14. Lighting plan
  - Power plan and diagram
  - Lightning protection plan and details
  - 17. Demolition and construction phasing plan
  - Plans and details for improvements to the administration building (as needed by discipline) to accommodate installation of toll equipment

- All calculations and design data to support the design for each discipline
- 20. Technical specifications
- 7.22 90% and 100% Toll plaza plans
  - A. At the completion of this phase, the toll plaza plans should be developed to 90% and 100% completion respectively. The material listed with the 60% submittal shall be developed along with additional details required for construction and submitted for review.
  - B. The 90% and 100% submittals shall also include the technical specifications and special provisions required for construction
  - A detailed estimate of construction costs shall be included with the 100% submittal.
- 7.23 Pre-Bid Plans
- 7.24 Bid Set

# CONSENT AGENDA ITEM #5

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# MEMORANDUM

TO: **CFX Board Members** 

Aneth Williams // Ull FROM:

DATE: April 22, 2022

SUBJECT: Approval of Supplemental Agreement No. 1 with Volkert, Inc.

for Professional Engineering Consultant Services for the Project Development

and Environment (PD&E) Study of the Southport Connector Project

Project No. 599-233, Contract No. 001632

Board approval of Supplemental Agreement No. 1 with Volkert, Inc. for a not-to-exceed amount of \$669,810.55 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional engineering and environmental data collection.

Original Contract \$2,000,000.00 Supplemental Agreement No. 1 \$ 669,810.55 Total \$2,669,810.55

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

Reviewed by:

Director of Engineering



#### SUPPLEMENTAL AGREEMENT NO. 1

#### TO

# AGREEMENT FOR PROFESSIONAL SERVICES PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

# **Southport Connector Project**

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY ("Supplemental Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, 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 VOLKERT, INC., an Alabama corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 13, 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 April 22, 2022 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 \$324,410.12 to \$1,232,684.69.
  - b. The Direct Expenses are adjusted upward by \$2,542.04 to \$13,960.34.
  - c. The Subcontract Items are adjusted upward by \$342,858.39 to \$1,276,590.95 as follows:

• AECOM	\$21,44	3.49
Balmoral	\$87,12	8.93
• DRMP	\$39,88	6.80
• GEC	\$18,99	2.41
• RS&H	\$161,7	82.99
• WBQ	\$13,62	3.77

d. The Allowance remains unchanged at \$146,574.57.

- e. The Total Maximum Limiting Amount is adjusted upward by \$669,810.55 to \$2,669,810.55.
- 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
VOLKERT, INC.
D
By:
Print Name:
Title:
Approved as to form and execution for CFX's
exclusive use and reliance.
P <sub>V</sub> .
By:
Diego "Woody" Rodriguez
General Counsel



#### **MEMORANDUM**

Date: April 22, 2022

To: Will Hawthorne, PE - CFX Director of Engineering

Jonathan Williamson, AICP - Dewberry Project Manager From:

Subject: Project Development & Environment Study - Contract 001632

CFX Project No. 599-233

Southport Connector Expressway - Poinciana Parkway to Canoe Creek Road (CR 523)

Supplemental Agreement #1

#### Comments:

I have reviewed the Supplemental Agreement #1 fee sheet and scope of services submitted by Volkert, provided on April 22, 2022, for the Southport Connector Expressway. This requested Supplemental Agreement #1 is to provide professional services involving additional engineering and environmental data collection and evaluation in an expanded study area, identify and evaluate additional alternatives, perform additional drainage analysis, and conduct additional stakeholder coordination as a result of modification to the study area for the project.

The Supplemental Agreement #1 request is attached, and costs are detailed below:

\$ 326,952.16 Volkert as Prime \$ 342,858.39 **Total Subconsultant Fees** \$ 669,810.55 Total Requested Additional 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 #1 in the amount of \$669,810.55.

Should you have questions or need additional information, please call me at 321-354-9614.

#### CC:

Keith Jackson, PE Dewberry File

Volkert, Inc. 2300 Maitland Center Parkway, Suite 122 Maitland, FL 32751 407-965-4211 www.volkert.com



April 22, 2022

Mr. Will Hawthorne, P.E., Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Southport Connector: Poinciana Parkway to Canoe Creek Road (CR 523)
Project Development and Environment Study
CFX Project No. 599-233; CFX Contract No. 001632
Supplemental Agreement #1 (S.A. #1)

Dear Mr. Hawthorne:

Volkert, Inc. is pleased to submit the attached fee proposal to provide additional professional services required for Contract No. 001632. These services include additional data collection, analysis and documentation required to develop and evaluate additional corridor alternatives within an expanded study area boundary north of Lake Tohopekeliga; development of additional roadway alternatives along the Cypress Parkway segment and in the vicinity of the Lake Russell cultural site (avoidance alternatives); additional conceptual stormwater management analyses involving the Reedy Creek Tributary canal; and, additional stakeholder coordination and meetings.

The original study was scheduled to be completed by December 2021. An additional 15 months is requested to complete the services within this Supplemental Agreement. The anticipated completion date is March 2023. The fee proposal for S.A. #1 is detailed in the attached supporting information and is allocated as follows:

Total for Volkert as Prime: \$326,952.16
Total for Subconsultants: \$342,858.39
Total for S.A. # 1: \$669,810.55

Volkert, Inc. appreciates the opportunity to continue serving the Central Florida Expressway Authority. If you have any questions or require any additional information, please do not hesitate to contact me at (321) 297-6812 or <a href="mailto:ralph.bove@volkert.com">ralph.bove@volkert.com</a>.

Sincerely,

Ralph S. Bove, Jr. Vice President

**Enclosures** 

Delivering the future of infrastructure

# **Central Florida Expressway Authority**

# **SCOPE OF SERVICES**

Project Development and Environment (PD&E) Study

# SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523) Supplemental Agreement No. 1 (S.A. #1)

Osceola and Polk Counties

**CFX Project # 599-233** 

**Contract # 001632** 

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#### SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES PROJECT

## DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

# SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523)

This Exhibit forms an integral part of an agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

#### **DESCRIPTION**

The following is a summary of the additional work effort included in the Southport Connector Expressway PD&E Study Supplemental Agreement No. 1 (S.A. #1):

- 1. Expanded Study Area: At the request of the CFX Environmental Stewardship Committee (ESC) and the Study's Environmental Advisory Group (EAG) an alternative corridor across Lake Tohopekaliga (Toho) is to be developed and evaluated. Due to the proposed location of the lake crossing alternative, an expansion of the study area is required as depicted on **Attachment A**. The work effort will involve additional engineering and environmental data collection, analysis and mapping, comparative evaluation of alternatives (matrix evaluation), updating and redistributing the Project Kickoff Notification package and Existing Conditions Technical Memorandum. The Lake Toho alternative corridor will include an evaluation of utilizing a portion of Florida's Turnpike (for logical termini connection). The results of the Lake Toho corridor evaluation will be documented in the Draft and Final Alternative Corridor Evaluation Report (ACER).
- 2. Concept Development and Alternatives Analysis: Additional engineering concept alternatives are to be developed and evaluated to determine reasonable and feasible options for the proposed improvements at the Koa Street/Poinciana Parkway interchange, along the Cypress Parkway segment, and at the Pleasant Hill Road interchange. Avoidance alternatives are to be developed and evaluated in the vicinity of the Lake Russell cultural site and Osceola County Landfill, both of which are located east of the proposed Reedy Creek crossing. These additional alternatives will be documented in the Preliminary Engineering Report (PER).
- 3. Drainage Analysis: Additional drainage alternatives are to be developed and evaluated to determine the feasibility of relocating the Reedy Creek Tributary, a regulated floodway. This evaluation will include the comparison of open and closed drainage systems in the vicinity of the tributary. Potential cost and right-of-way impacts will be considered along with the evaluation of a fully elevated expressway concept in the vicinity of the canal. A regional stormwater management concept in the vicinity of the Reedy Creek Tributary will also be developed and evaluated. The results of the additional drainage-related services will be documented in the Location Hydraulics Report (LHR), Pond Siting Report (PSR) and PER.

4. Stakeholder Coordination: Additional stakeholder coordination is required to coordinate and obtain feedback from federal, state, regional and local agencies, citizen groups and special interests involved in the study. Agency coordination may include, but is not limited to, Florida's Turnpike Enterprise (FTE), the Florida Department of Transportation (FDOT) District 5 office, South Florida Water Management District (SFWMD), U.S. Army Corps of Engineers (USACE), U.S. Coast Guard (USCG), U.S. Fish and Wildlife Service (USFWS), Polk County, and Osceola County. Additional stakeholder coordination with property owners, community groups and non-governmental organizations is anticipated.

#### **PURPOSE**

No change to the purpose of the study is proposed.

#### STUDY OBJECTIVE

No change to the general objective of the study is proposed.

## STUDY REQUIREMENTS AND PROVISIONS FOR WORK

## **Governing Regulations**

No change to Governing Regulations is proposed.

**Notice to Proceed Meeting/Scoping Meeting** 

No change.

**Key Personnel** 

No change.

Correspondence

No change.

**Submittals** 

No change.

#### **Coordination with other Entities**

Additional coordination and meetings with other entities including federal, state, regional, and local agencies, citizen groups and special interests is required. Agency coordination may include, but is not limited to,

8

– Paae
– Puye

# Exhibit "A"

Florida's Turnpike Enterprise (FTE), the Florida Department of Transportation (FDOT) District 5 office, South Florida Water Management District (SFWMD), U.S. Army Corps of Engineers (USACE), U.S. Coast Guard (USCG), U.S. Fish and Wildlife Service (USFWS), Polk County, and Osceola County.

# **Project Schedule**

S.A. #1 will extend the project schedule by an additional fifteen (15) months.

# **Quality Control**

No change.

# **Project Management, Meetings and Coordination**

The CONSULTANT shall continue maintaining files, producing progress reports and meet with the CFX and /or GEC on a bi-monthly basis for progress meetings. Thirty (30) additional progress meetings are anticipated.

#### 1 PUBLIC INVOLVEMENT

No change.

#### 1.1 Public Involvement Plan

No change.

No change

#### 1.2 Mailing List

The CONSULTANT shall revise the project mailing list to include residents/property owners within 300 feet of the expanded study area and added Lake Toho crossing alternative and as deemed appropriate within the expanded Study Area.

# 1.3 Notice of Intent (N/A)

#### 1.4 Advance Notification

The CONSULTANT shall revise the Advance Notification package (Project Kickoff Notification (PKN) Package) to include the expanded study area incorporating the added Lake Toho crossing alternative. A revised transmittal letter will be created in accordance with the PD&E Manual for the CFX's Executive Director or designee to submit to the State Clearing House and the CONSULTANT shall re-distribute the PKN package to all appropriate agencies and will assist with comment responses.

#### 1.5 Scheduled Public Meetings

1.0 change.	
P	age 9 ———————————————————————————————————

#### 1.5.1 Project Advisory Committees

The CONSULTANT will be available to meet for additional meetings with the Project Advisory Group (PAG) and EAG up to two (2) times each (a total of four [4] meetings) and the ESC three (3) times during the 15-month extension of S.A. #1 to present information regarding the project, receive input from the ESC, PAG and EAG members and respond to questions.

# 1.5.2 Officials Project Kick-Off

No change.

## 1.6 Unscheduled Public Meetings

The CONSULTANT may be required to participate in additional unscheduled meetings with the public, elected officials, or public agencies (MetroPlan Orlando, Polk TPO, Osceola, and Polk County neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to thirty (30) such additional unscheduled meetings.

# 1.7 Public Hearing

No change.

#### 1.8 LDCA - N/A

#### 1.9 Special Public Involvement Requirements - N/A

#### 1.9.1 Project Information Line/General Public Correspondence

For the 15-month extension of S.A. #1 the CONSULTANT shall make available knowledgeable staff which interested parties may call with questions concerning the project. The PIC will maintain this project information line and the CONSULTANT will provide support to the PIC to answer questions and respond to comments.

#### 1.9.2 Project Newsletters

No change.

# 1.9.3 Project Webpage

The CONSULTANT shall provide technical content for the 15-month extension of S.A. #1.

# 1.9.4 In-House Displays

No change.

#### 2 ENGINEERING ANALYSIS AND REPORTS

#### 2.1 Data Collection

The CONSULTANT shall increase data collection efforts to include the expanded study area and other engineering analyses performed under S.A. #1. All data collection efforts will be performed in accordance with the PD&E Manual and will include (but not be limited to) previous studies, land use, transportation, and environmental features.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

## 2.2 Field Review

The CONSULTANT shall conduct field trips as needed to collect engineering data within the expanded study area.

# 2.3 Survey Coordination

No Change.

#### 2.4 Geotechnical

The CONSULTANT will obtain information to describe the soil composition within the expanded study area. Data will be obtained using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

#### 2.5 Traffic

No change

# 2.5.9 Traffic Data for Noise Study

No change.

# 2.5.10 Traffic Data for Air Analysis

No change.

#### 2.5.11 Signalization Analysis

No change.

## 2.6 Safety

No change.

#### 2.7 Utilities and Railroads

The CONSULTANT shall collect data on the location of all existing utilities within the expanded study area. Utility data to be collected will address the following:

- a. Overhead Transmission lines, microwave towers, etc.
- b. Underground water, gas, sanitary sewer, force mains, power and telephone cables, etc.
- c. Bridge attachments.

Utility data obtained in the expanded study area will be incorporated in the project Utility Assessment Report.

#### 2.8 Needs

# 2.8.1 Transportation Plans

No change.

# 2.8.2 Analysis of Existing Conditions

The CONSULTANT will analyze the existing conditions for deficiencies and revise the Existing Conditions Technical Memorandum to document key engineering and environmental features within the expanded study area.

# 2.8.3 Purpose and Need

No change.

# 2.9 Corridor Analysis

# 2.9.1 Corridor Identification

The CONSULTANT shall develop and evaluate the additional Lake Toho corridor alternative in accordance with the PD&E Manual. This evaluation will include an expanded review of previous studies and shall be documented in the Alternative Corridor Evaluation Report.

The results of the Corridor Analysis will be reviewed with the CFX and GEC for final determination of reasonable and feasible corridor(s).

#### 2.10 Roadway

# 2.10.1 Existing Roadway Characteristics

No change.

# 2.10.2 Typical Section Analysis

The CONSULTANT shall develop appropriate typical sections for the additional engineering concepts under this S.A. These typical sections will include (but not be limited to) updating the typical section for the Cypress Parkway segment, interchange ramp configurations, and bridge typical sections for the Lake Toho corridor alternative. Alternative typical sections will also be developed for the proposed Reedy Creek crossing to evaluate multi-lane and multi-modal options.

# 2.10.3 Roadway Design Alternatives

The CONSULTANT shall prepare geometric designs for the following additional concepts:

- 1. Poinciana/Koa Street Interchange, includes plan and profile:
  - a. Add southbound ramps
  - b. Add braided ramp alternative
  - c. Add over/under ramp for Solivita northbound
- 2. Southport/Cypress/Toho Access Road, including plan and profile and comparative evaluation:
  - a. Split roadway concept
  - b. Layout pergola option
  - c. Layout shorter bridge option
- 3. Pleasant Hill Road: Review and modify interchange alternatives including plan and profile and comparative evaluation:
  - a. Flyover interchange concept
  - b. Diverging Diamond Interchange (DDI) concept
- 4. Fully elevated expressway concept in the vicinity of the Reedy Creek Tributary
- 5. Avoidance alternatives in the vicinity of the Lake Russel cultural site and Osceola County landfill
- 6. Lake Toho corridor alternative including partial interchange connection at Florida's Turnpike

The additional alternatives development and evaluation process shall be documented by the CONSULTANT in the Preliminary Engineering Report (PER).

# 2.10.4 Access Management

No change.

# 2.10.5 Identify Construction Segments

No change.

#### 2.11 Structures

# 2.11.1 Existing Structure Characteristics

No change.

# 2.11.2 Structures Typical Section Analysis

The CONSULTANT shall develop structural typical sections for the following additional alternatives: Lake Toho crossing, Reedy Creek crossing (six-lane option and multi-use path option), fully elevated expressway in the vicinity of the Reedy Creek Tributary.

# 2.11.3 Structures Design Alternatives

The CONSULTANT will perform a high-level evaluation of a fully elevated alternative along the Cypress Parkway segment in the vicinity of the Reedy Creek Tributary.

# 2.12 Drainage

The CONSULTANT will collect additional existing hydrologic data and perform analysis for floodplain impact area within the expanded study area. Floodplain elevations defined in the Concept Feasibility and Mobility phase will be used for the analysis. Using a wholistic approach, attenuation volume and treatment for alignments will be estimated to generate acres of pond needed for the added Lake Toho crossing alternative. Additionally, drainage requirements for the bridge crossing Lake Toho will be reviewed to contribute to the cost analysis for this alternative. The data collected and associated GIS maps will be included in the Existing Conditions Technical Memorandum.

The CONSULTANT will perform an analysis along Cypress Parkway to identify two (2) alternatives per basin and evaluate one (1) interchange concept at each interchange location per alternative. Additionally, two (2) County Pond site alternatives per basin will be identified for the frontage road along Cypress Parkway. The analysis includes nutrient removal calculations for six (6) basins along Cypress Parkway, identifying the required volume and area for each pond, and estimating construction quantities for each pond. Results of the analysis will be documented in the Pond Siting Report.

Additional drainage alternatives are to be developed and evaluated to determine the feasibility of relocating the Reedy Creek Tributary, a regulated floodway. This evaluation will include the comparison of open and closed drainage systems in the vicinity of the tributary. Potential cost and right-of-way impacts will be considered along with the evaluation of a fully elevated expressway concept in the vicinity of the canal. A regional stormwater management concept in the vicinity of the Reedy Creek Tributary will also be developed and evaluated. The results of the additional drainage-related services will be documented in the LHR, Pond Siting Report (PSR) and PER.

# 2.13 Concept Plans

# Exhibit "A"

# 2.13.1 Prepare Base Map for Conceptual Plans

The CONSULTANT will update aerial base maps used for the corridor analysis to include the revised Cypress Parkway segment concept, the added Lake Toho crossing alternative, and the Avoidance Alternatives.

# 2.13.2 Alternative Concept Plans

The CONSULTANT will prepare alternative concept plans for the additional concept alternatives described in Section 2.10.3

At a minimum, concept plans will include defined right-of-way required and horizontal geometry. The CONSULTANT will revise base maps overlaying the concept plans listed above at an appropriate scale to convey detail of the interchanges and added roadway. The CONSULTANT will revise the overall location plan of the project alternatives to include the concepts listed above, in Section 2.10.3, at an appropriate scale. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meeting and hearings.

#### 2.13.3 Preferred Alternative Concept Plans

No change.

# 2.14 Typical Section Package

The CONSULTANT will include additional and/or updated typical sections for the added concepts in the Typical Section Package in accordance with the FDOT's Design Manual.

# 2.15 Design Exception and Variation (N/A)

#### 2.16 Multi-Modal Accommodations

No change.

# 2.17 Park and Ride Lots

No change.

#### 2.18 Maintenance of Traffic

No change.

#### 2.19 Comparative Analysis and Evaluation

The CONSULTANT will update the evaluation matrix to include the additional Lake Toho corridor alternative as well as additional feasible alternatives as needed to perform the comparative analysis of

# Exhibit "A"

alternatives considered. The evaluation matrix will, at a minimum, include the following features:

- a. Construction Costs
- b. Right-of-way impacts
- c. Engineering costs
- d. Utility impact costs
- e. Environmental impacts
- f. Socio-Economic impacts
- g. Maintenance of traffic impacts
- h. Potential parcel impacts
- i. Drainage impacts / costs
- j. Hazardous material impacts

# 2.20 Selection of Preferred Alternative

No change.

- 2.21 Value Engineering (N/A)
- 2.22 Risk Management (N/A)

#### 2.23 Construction Cost Estimate

The CONSULTANT will prepare construction cost estimates for the additional Lake Toho corridor alternative and additional roadway, drainage and interchange concepts.

# 2.24 Right-of-Way Cost Estimate

The CONSULTANT will perform a right-of-way impact analysis for the additional Lake Toho corridor alternative, and will also provide the CFX with pertinent R/W information (existing/proposed & parcel take/remainder) for the relocated Reedy Creek Tributary alternatives. GEC staff will prepare preliminary R/W costs as needed.

#### 2.25 Preliminary Engineering Report (PER)

No change.

# 2.26 Other Engineering Services N/A

# 2.27 Quality Assurance/Quality Control

No change.

# 3 ENVIRONMENTAL ANALYSIS AND REPORTS

# 3.1 Land Use Changes

The CONSULTANT shall review existing and future land uses within the expanded study area to evaluate the likelihood of any land use change in the surrounding area of the proposed expressway.

#### 3.2 Socioeconomic Characteristics

The CONSULTANT shall conduct an overview of potential socioeconomic impacts within the expanded study area. Results of the evaluation will be documented in the comparative analysis of corridor alternatives.

#### 3.3 Economic

The CONSULTANT shall assess potential economic impacts in the expanded study area resulting from the development of the Lake Toho crossing alternative. Results of the evaluation will be documented in the comparative analysis of corridor alternatives.

#### 3.4 Mobility

No change.

#### 3.5 Aesthetics

No change.

# 3.6 Relocation Potential (N/A)

#### 3.7 Archaeological and Historical Resources

No change.

#### 3.8 Recreational/ Section 4(f)

No change.

#### 3.9 Wetlands and Essential Fish Habitat

The CONSULTANT shall collect all available information on wetlands located within the expanded study area. The CONSULTANT will document all potential impacts to wetlands within the expanded study area in accordance with the PD&E Manual.

# 3.10 Water Quality

No change.

#### 3.11 Special Designation

No change.

#### 3.12 Wildlife and Habitat

The CONSULTANT shall generally describe the expanded study area for dominant and/or representative species to include common names and Latin binomials. A desktop review of GIS data, and literature, will be performed to identify flora and fauna, consultation areas and critical habitat for protected species within the expanded study area. A preliminary wildlife survey may be conducted in the expanded study area to verify documented protected species locations and suitable habitat within the expanded study area.

The CONSULTANT will assess impacts to protected species within the expanded study area. Results of the impact assessment will be used to develop wildlife and habitat evaluation, will be documented in the comparative analysis of corridor alternatives, and used to develop the project mitigation plan.

# 3.13 Identify Permit Conditions

No change.

#### 3.14 Farmlands

No change.

#### **3.15** Noise

No change.

# 3.16 Air Quality

No change.

# 3.17 Construction Impact Analysis

No change.

# 3.18 Contamination

The CONSULTANT, in accordance with the PD&E Manual, shall collect all data necessary to conduct a contamination screening within the expanded study area. Results of the contamination screening will be documented in the Existing Conditions Technical Memorandum and included in the comparative analysis of corridor alternatives

- 3.19 Class of Action Determination (N/A)
- 3.20 Type II Categorical Exclusion (N/A)
- **3.21 PEIR**

# Exhibit "A"

3.22	Environmental Assessment (N/A)
3.23	FONSI (N/A)
3.24	Draft EIS (N/A)

- 3.25 Final EIS (N/A)
- 3.26 Quality Assurance/ Quality Control

No change.

No change.

# 4 MISCELLANEOUS

# 4.1 Contract and Project Files

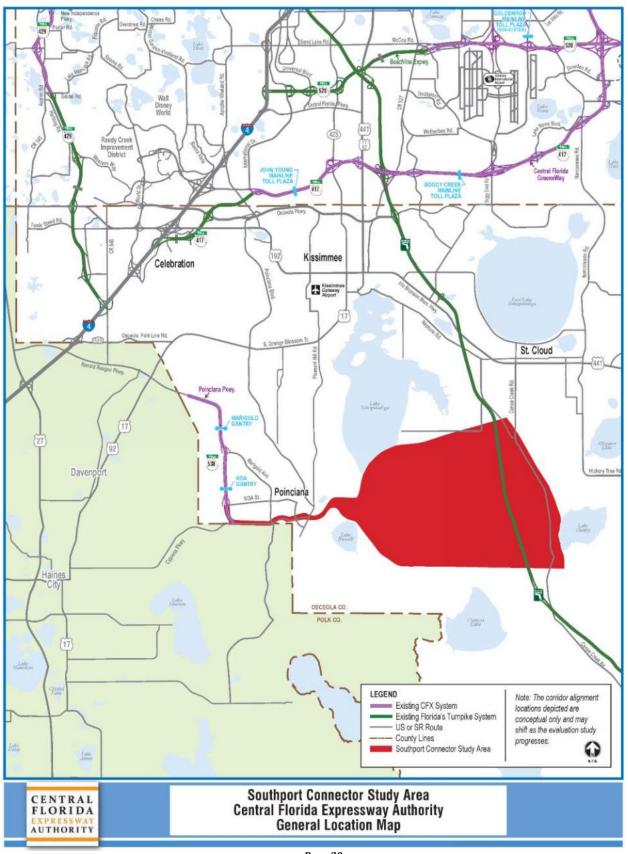
Additional contract management to support the 15-month schedule extension.

# 4.2 Project Management Meetings and Coordination

No change.

4.3 Additional Services – N/A

# ATTACHMENT A - GENERAL LOCATION MAP - EXPANDED STUDY AREA



# Exhibit "A"

ATTACHMENT B - DESIGN CRITERIA		
No change.		
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# **AGREEMENT**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
VOLKERT, INC.

PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR THE PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY OF THE SOUTHPORT CONNECTOR PROJECT

**CONTRACT NO. 001632, PROJECT NO. 599-233** 

CONTRACT DATE: AUGUST 13, 2020 CONTRACT AMOUNT: \$2,000,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

#### FOR

# SOUTHPORT CONNECTOR PROJECT

# PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

PROJECT NO. 599-233 CONTRACT NO. 001632

**AUGUST 2020** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of August 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, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Volkert, 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 2300 Maitland Center Pkwy, Suite 122, 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 Southport Connector Project, Project Development and Environmental Study identified as Project No. 599-233 and Contract No. 001632.

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 a project development and environmental study for the Southport Connector Project. A Supplemental Agreement will be required for the additional work.

All 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 the CFX's acceptance of the 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 report. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on the cover sheet of the record set, that the work shown in the report was produced by the CONSULTANT.

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 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

AECOM Technical Services, Inc.

The Balmoral Group, LLC. RS&H, Inc.

DRMP, Inc.

Southeastern Archaeological Research, Inc.

Class II

Geotechnical and Environmental Consultants. Inc.

Class I and Class II

WBQ Design & Engineering, Inc.

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

#### 6.0. 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 \$2,000,000.00 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 the report 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 2300 Maitland Center Pkwy, Suite 122, Maitland, FL 32751.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

#### 8.0. COMPLIANCE WITH LAWS

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

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

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

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

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

#### 10.0. TERMINATION

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

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

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

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

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

#### 11.0. ADJUSTMENTS

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

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

# 12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

indemnify, 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.

- 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) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

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

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

# 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 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, 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 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: Volkert, Inc.

2300 Maitland Center Pkwy, Suite 122

Maitland, FL 32751

Attn: Ralph Bove, Jr. Project Manager

Volkert, Inc.

2300 Maitland Center Pkwy, Suite 122

Maitland, FL 32751 Attn: Bo Sanchez, 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 Governing Board at its meeting on August 13, 2020.

VOLKERT, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY: Authorized Signature	BY: Aneth Williams Digitally signed by Aneth Williams Date: 2020.08.25 14:27:20 -04'00'  Director of Procurement
Print Name: Bo Sanche Z	Print Name:
Title: SVP	Effective Date:
ATTEST: Secretary or Notary (Seal)	JOAN E. HART NY COMMISSION # GG 279216 EXPIRES: March 24, 2023
Approved as to form and execution, only.	EXPIRES, Inter Cr. 24, 200 April 1997 April
Woody Rodriguez Date: 2020.08.25 11:20:30 -04'00'	

General Counsel for CFX

# EXHIBIT A SCOPE OF SERVICES

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

#### **SCOPE OF SERVICES**

Project Development and Environment (PD&E) Study

## **SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523)**

Osceola and Polk Counties

**CFX Project # 599-233** 

**Contract # 001632** 

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#### SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

#### PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

### SOUTHPORT CONNECTOR Poinciana Parkway to Canoe Creek Road (CR 523)

This Exhibit forms an integral part of an agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

#### DESCRIPTION

A new expressway connection between the Poinciana area of Osceola and Polk Counties and Florida's Turnpike (SR 91) has been an identified need in several local long-range plans and master plans. CFX has recently completed Concept, Feasibility, and Mobility (CF&M) Studies that included an assessment of new expressway connections through this area of Central Florida – including connections from Poinciana to Florida's Turnpike (SR 91) as well as to Interstate-4. This Project Development and Environment (PD&E) Study will build upon the previous Southport Connector CF&M Study. Specifically, this PD&E study will consider an expressway along Cypress Parkway to Pleasant Hill Road, a new crossing of Reedy Creek, and a new location expressway to Florida's Turnpike (SR 91). During the CF&M Study, a further eastward extension of the proposed Southport Connector to Canoe Creek Road was considered viable and beneficial and has been included as part of the analysis of this PD&E study. Therefore, this PD&E Study will analyze and evaluate an approximately 15-mile expressway connection from the southern terminus of the Poinciana Parkway at Cypress Parkway eastward to Canoe Creek Road. The proposed Study Area for the project is depicted on **Attachment A**. In addition, CFX is currently conducting a design-build widening of Poinciana Parkway from Cypress Parkway north to the end of the existing bridge at Ronald Reagan Parkway. This PD&E study shall coordinate with that effort.

#### PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, CFX, the CFX's general engineering consultant (GEC) Dewberry Engineers, the CFX's traffic and revenue consultant (T&RC) CDM Smith and the CFX public involvement consultant (PIC) Quest Corporation of America.

The Project Development process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition. The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the PD&E Manual, Project Environmental Impact Report (PEIR) unless otherwise stated. In the event

of a contradiction between the provision of the PEIR requirements and this exhibit, the provisions of the PEIR will apply.

Using the information contained in the above-mentioned studies as a foundation, this PD&E study will develop more detailed information to select a preferred alternative. The work will include the preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures, interchange and intersection requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment process.

The GEC will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the engineering / environmental study reports required for this project. The GEC is authorized by the CFX to provide the management and technical direction for this Agreement on behalf of the CFX. The CONSULTANT shall comply with all of the GEC's directions that are within the purview of this Agreement.

#### STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the proposed expressway from Poinciana Parkway to Canoe Creek Road (CR 523). All factors related to the design and location of the facility must be considered including: transportation needs, financial feasibility, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

The specific objective of the study is to prepare a series of reports documenting the preliminary engineering and design concept, including existing and predicted conditions, typical sections, right-of-way requirements, potential new interchange locations and design concepts, environmental impacts, and costs of the improvement and its alternatives.

The documentation shall be developed to and in compliance with all applicable state regulations and all applicable state issuances governing the content and development of this study type. The resultant engineering and environmental reports prepared during the study shall satisfy the level of documentation required for a non-federally funded transportation improvement when a PEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a preferred alignment alternative, will constitute Location and Design Concept Acceptance (LDCA) of the proposed action as a PEIR.

#### STUDY REQUIREMENTS AND PROVISIONS FOR WORK

#### Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable CFX and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

#### Notice to Proceed Meeting/Scoping Meeting

The CONSULTANT shall meet with appropriate CFX, GEC, PIC and T&RC personnel immediately following receipt of the Notice to Proceed. At a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, the CFX will:

- a. Render any relevant information in its possession;
- b. Establish any ground rules upon which the study process will be conducted;
- c. Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the study; and
- d. Explain the financial administration of the contract.

#### Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by the CFX. Any changes in the indicated personnel shall be subject to review and approval by the CFX.

#### Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CFX, GEC and PIC for their records within one (1) week of the receipt of said correspondence.

#### Submittals

The CONSULTANT may be required to provide (Draft and Final) hard copies of the required documents as listed below. These are the anticipated submittals for the project. This tabulation will be used for printing estimating purposes, and the GEC Project Manager will determine the number of copies required prior to each submittal. Electronic submittals shall accompany all hard copy submittals.

Provisions for Work: Quality Control Plan Project Schedule	Copies: 2 N/A*
Engineering Items:	Copies:
Interchange Access Request / Interchange Justification Report Existing Conditions Technical Memorandum Alternative Corridor Evaluation Report First Draft Preliminary Engineering Report Final Preliminary Engineering Report (Signed and Sealed) Location Hydraulics Report Pond Siting Report Conceptual Design Roadway Plan Set Conceptual Right-of-Way Plans Geotechnical Report Typical Section Package Utility Assessment Package	2 2 2 2 4 2 2 2 2 2 2 2 2 2 2
Environmental Items:	Copies:
Advance Notification Package Public Involvement Plan Project Environmental Impact Report Noise Study Tech Memo Air Quality Report/Tech Memo Contamination Screening Evaluation Report Public Hearing Transcript Natural Resource Evaluation Cultural Resource Assessment Survey Water Quality Impact Evaluation Report * Electronic submittal only	2 N/A – PIC will prepare 4 2 2 2 2 2 2 2 2 2

Upon completion of the study, the CONSULTANT shall deliver to the CFX and GEC, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

#### Coordination with other Entities

The CONSULTANT shall coordinate with all federal, state and local agencies and citizen groups that would have an influence upon the study and preparation of the preliminary engineering and environmental documents.

The CONSULTANT will be required to coordinate with and assist the CFX in securing necessary agency approvals.

The CONSULTANT will be required to coordinate this study with all other studies and projects within the project area – including, but not limited to, FDOT, Florida's Turnpike Enterprise (FTE), County, and CFX (e.g., Poinciana Parkway Widening).

#### **Project Schedule**

The PD&E Study is expected to have a fifteen (15) month duration. Within ten (10) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications.

#### **Quality Control**

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for their review and approval within twenty (20) working days following the Notice to Proceed Meeting.

#### Project Management, Meetings and Coordination

The CONSULTANT shall meet with the CFX as needed throughout the life of the project. The CONSULTANT should be prepared to meet with the CFX and /or GEC on a bi-monthly basis for progress meetings; therefore, thirty (30) meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to the CFX in a format as prescribed by the GEC and no less than 5 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

#### 1 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the PD&E Study. The CFX Public Involvement Consultant (PIC) shall coordinate and perform the appropriate level of public involvement for this project as outlined in the PD&E Manual and the following sections. The CONSULTANT shall provide support to the PIC.

All public involvement tasks and activities will be coordinated with the CFX.

#### 1.1 Public Involvement Plan

The PIC will prepare a comprehensive Public Involvement Plan (PIP) and submit to the CONSULTANT and GEC within twenty (20) working days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the PD&E process. Obtaining stakeholder public consensus throughout the PD&E phase is the desired outcome of the PIP.

The PIC shall perform activities necessary to support the PIP that includes the identification of stakeholders and interested parties and the preparation of meeting notes.

#### 1.2 Mailing List

The CONSULTANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- a. Affected residents, business tenants and property owners within the project area.
- b. Interested parties, including:
  - 1. Residents/property owners within 300 feet of the alternative alignments.
  - 2. Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- c. Special interest groups

The CONSULTANT will maintain the mailing list in a computer file which is acceptable to the CFX. For each mailing, the CONSULTANT will provide the CFX and PIC a computer file of the mailing list certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

#### 1.3 Notice of Intent (N/A)

#### 1.4 Advance Notification

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter in accordance with the PD&E Manual for the CFX's Executive Director or designee to submit to the State Clearing House. The CONSULTANT shall distribute the Advance Notification package to all appropriate agencies within twenty (20) working days of the Notice to Proceed meeting.

#### 1.5 Scheduled Public Meetings

The CFX has determined that multiple public meetings will be required to provide adequate opportunities for the public to participate in the PD&E Study. The CONSULTANT shall provide to the PIC all support necessary for the CFX to hold or participate in three (3) public meetings, as listed below:

- a. Public Kick-off Meeting (General study overview, area, schedule, issues, etc.)
- b. Alternatives Public Meeting
- c. Public Hearing (Preferred Alternative)

For each meeting, the CONSULTANT shall prepare and/or provide:

- a. Scripts or agenda for presentation.
- b. Graphics for presentation.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the PIC and CFX staff.

#### 1.5.1 Project Advisory Committees

The CONSULTANT shall work with the PIC and GEC to establish a PD&E Project Advisory Group (PAG), and Environmental Advisory Group (EAG), which will include staff from governmental agencies, permitting agencies, environmental organizations, special interest groups and other entities as approved by the CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each (a total of six [6] meetings) during the PD&E Study to present information regarding the project, receive input from the PAG and EAG members and respond to questions.

The CONSULTANT will coordinate with the CFX, the PIC and the GEC to prepare the initial PAG and EAG members list. The PIC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the study. The CONSULTANT will also be responsible for preparing all materials, exhibits, presentations, etc. to be distributed to the PAG/EAG members.

#### 1.5.2 Officials Project Kick-Off

The CONSULTANT will assist the PIC by providing script and graphics for a project kick-off presentation to, at a minimum, the Osceola County and Polk County commission and MetroPlan Orlando and Polk TPO boards (and technical/citizen advisory committees as required) at their regularly scheduled meetings. These project kickoff presentations should be held within three (3) months following the Notice to Proceed meeting.

#### 1.6 Unscheduled Public Meetings

In addition to scheduled public meetings, the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies (MetroPlan Orlando, Polk TPO, Osceola and Polk County neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual

displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to twenty-three (23) such unscheduled meetings.

Additionally, the CONSULTANT will be prepared to present to the CFX Board, the MetroPlan Orlando Board, the Polk TPO Board, and Osceola and Polk County Boards prior to the two milestone meetings (Section 1.5 b and c).

#### 1.7 Public Hearing

The PIC and CONSULTANT shall provide all support necessary for the CFX to hold or participate in one (1) public hearing, as described in section 1.5 of this document.

#### 1.8 LDCA - N/A

#### 1.9 Special Public Involvement Requirements - N/A

#### 1.9.1 Project Information Line/General Public Correspondence

The CONSULTANT shall make available knowledgeable staff which interested parties may call with questions concerning the project. The PIC will maintain this project information line and the CONSULTANT will provide support to the PIC to answer questions and respond to comments.

#### 1.9.2 Project Newsletters

The PIC shall prepare and distribute up to four (4) project newsletters which will be designed to inform interested parties as to the status of the project. The CONSULTANT shall support the PIC by providing appropriate information to include in the newsletters. Newsletters shall have the quality of desktop publishing and be comparable to the previous work efforts of the CFX. Distribution of the newsletters may coincide with key project milestones as follows:

- a. Project Kick-off/Introductory Newsletter
- b. Pre-Alternatives Public Meeting Newsletter
- c. Pre-Public Hearing Newsletter
- d. Post-Public Hearing Newsletter

The PIC will distribute newsletters to all interested parties, public officials, affected property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Introductory Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a CFX standard right-of-entry letter via US Post Office mail delivery.

#### 1.9.3 Project Webpage

The CONSULTANT shall provide information about the study to the PIC for inclusion in the CFX Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the PIC as needed during the study. These times are anticipated to coincide with the newsletter mailings.

#### 1.9.4 In-House Displays

The CONSULTANT shall maintain within its office a viewing area where interested parties may inspect displays including, but not limited to, the following:

- a. Printed maps at an appropriate scale showing all current alternative concepts at each stage of the project study
- b. Available aerial photography of the study area
- c. A regional map

A representative within the CONSULTANT's office shall be available to assist interested parties and answer questions dealing with the project. Questions which the CONSULTANT is unable to answer shall be referred to the CFX, PIC, and GEC. Upon consultation with the CFX, PIC, and GEC, the CONSULTANT shall draft responses to the questioning parties which shall be endorsed and distributed by the CFX, PIC, or GEC.

The CONSULTANT also agrees to supply duplicates of the printed alternative concepts for display in the CFX's office, as requested.

#### 2 ENGINEERING ANALYSIS AND REPORTS

#### 2.1 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

#### 2.2 Field Review

The CONSULTANT shall conduct all anticipated, necessary field trips needed to collect engineering data.

#### 2.3 Survey Coordination

The CONSULTANT shall use aerial photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. The GEC shall be responsible for coordinating with CFX regarding project requirements, review of survey data and

scheduling. Existing available controlled aerial photography and, if readily available, LiDAR data will be utilized and the digital aerial photography should be compatible with Microstation and vertical data identified using 2' contour aerials. The GEC will recommend mapping scales for approval by CFX. The most current existing available aerial photography, either provided by CFX or obtained by the CONSULTANT, will be utilized.

#### 2.4 Geotechnical

The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

This task is for the CONSULTANT to coordinate with the geotechnical staff regarding project requirements, review of geotechnical data, and scheduling. Soil borings and lab analysis are not currently anticipated as part of the PD&E study. However, due to large areas of swales along the Cypress Parkway segment of the study corridor, soil borings and lab analysis may be necessary as preliminary concept development occurs.

#### 2.5 Traffic

The CONSULTANT will coordinate with CFX and the T&RC and obtain all project traffic related information including travel demand forecasting, design traffic and all operational analysis required for completion of the study from CFX.

#### 2.5.9 Traffic Data for Noise Study

The CONSULTANT will obtain required traffic information from CFX and the T&RC.

#### 2.5.10 Traffic Data for Air Analysis

The CONSULTANT will obtain required traffic information from CFX and the T&RC.

#### 2.5.11 Signalization Analysis

In coordination with the CFX, the T&RC shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The T&RC will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the preferred alternative. The CONSULTANT shall coordinate with the T&RC on the signalization analysis and the associated geometry of the intersections.

#### 2.6 Safety

The CONSULTANT shall obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data

collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

#### 2.7 Utilities and Railroads

The CONSULTANT shall collect data on the location of all existing utilities within the study area. The CONSULTANT shall obtain data and information and meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following:

- a. Overhead Transmission lines, microwave towers, etc.
- b. Underground water, gas, sanitary sewer, force mains, power and telephone cables, etc.
- c. Bridge attachments.

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described in the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

#### 2.8 Needs

#### 2.8.1 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- a. Metro Plan Orlando Long Range Transportation Plan
- b. Polk TPO Long Range Transportation Plan
- c. Osceola County Comprehensive Plan
- d. Polk County Comprehensive Plan
- e. Non-motorized modes, including bikeways and pedestrian walkways
- f. Other applicable transportation plans (e.g., LYNX)

#### 2.8.2 Analysis of Existing Conditions

The CONSULTANT will analyze the existing facility and conditions for deficiencies and shall prepare an Existing Conditions Technical Memorandum that documents key engineering and environmental features within the study area.

#### 2.8.3 Purpose and Need

The CONSULTANT will prepare the purpose and need statement and project description. The CFX and GEC will review and approve the Purpose and Need statement.

#### 2.9 Corridor Analysis

#### 2.9.1 Corridor Identification

Using the study area data and the CONSULTANT'S overall understanding of the study area, the CONSULTANT shall review the previous studies to confirm a viable corridor and determine if other viable corridors exist within which alternative alignments should be developed. The corridor analysis shall be

performed in accordance with the PD&E Manual and shall be documented in the Alternative Corridor Evaluation Report.

The results of the Corridor Analysis will be reviewed with the CFX and GEC for final determination of the viable corridor.

#### 2.10 Roadway

#### 2.10.1 Existing Roadway Characteristics

The CONSULTANT shall document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for any adjacent project(s) being advanced by CFX, FDOT District 1 & 5, FTE, and Osceola & Polk Counties. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

#### 2.10.2 Typical Section Analysis

The CONSULTANT shall develop appropriate typical sections for the project. These will include CFX's standard typical sections for new location expressways and interchange ramps. Typical sections for connecting roadways will be developed to meet the requirements of the government agency that is responsible for the maintenance of the roadway. The CONSULTANT shall examine typical sections that may result in minimizing right-of-way, and the incorporating of other desirable features, as deemed appropriate.

#### 2.10.3 Roadway Design Alternatives

Based on CFX direction, the CONSULTANT will then prepare the Refined Conceptual Alternatives at an increased level of detail on a base map at a comparable scale. Schematic interchanges and working profiles will be developed for the refined alternative.

The Refined Conceptual Alternatives will be presented to the PAG and the EAG for review and input. Based on responses received from the PAG and the EAG, the CONSULANT will recommend refinements that should be carried forward and developed as the preferred alternative.

The CONSULTANT will abstain from identifying the preferred alternative prior to the public hearing unless specifically requested or authorized to do so by the CFX.

The entire Alternatives Development and Evaluation process shall be documented by the CONSULTANT in the Preliminary Engineering Report.

The CONSULTANT will further refine the Conceptual Alternatives, thereby creating the Preferred Alternative. The Preferred Alternative will be prepared on the base maps at an appropriate scale for review

and evaluation. Working profiles will be developed for the Preferred Alternative along with interchange concepts and other preliminary design features including property access treatments, stormwater facilities and toll plaza envelopes.

The CONSULTANT will make the most efficient use of existing roadways and rights-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate and document alternative sections such as, but not limited to, cantilever overhangs, retained earth walls, slope stabilization, and innovative drainage systems. Business and residential development, drainage requirements, environmental impacts and maintenance-of-traffic will be considered, evaluated and documented during this project phase.

The Preferred Alternative will be developed to a point at which the following can be determined:

- a. Horizontal and vertical alignment
- b. Typical cross section
- c. Preliminary right-of-way needs and impacts
- d. Preliminary drainage needs (showing required outfalls)
- e. Existing and proposed utility locations
- f. General soils information
- g. Local roadway improvement needs
- h. Structure locations, sizes, spans, etc.
- i. Potential stormwater pond sites, sizes, locations, etc.
- j. Retaining walls
- k. Sound walls
- 1. Other features as directed by the CFX and GEC

#### 2.10.4 Access Management

The CONSULTANT will ensure the appropriate access management standards are reflected within any alternative that effects the local roadway network.

#### 2.10.5 Identify Construction Segments

The CONSULTANT shall make a preliminary review of feasible segments for construction projects within the project in consideration of MPO priorities, budget, priority needs, maintenance of traffic, and the public demand for the improvements.

#### 2.11 Structures

#### 2.11.1 Existing Structure Characteristics

The CONSULTANT shall inventory and research existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement.

#### 2.11.2 Structures Typical Section Analysis

The CONSULTANT shall develop all appropriate structural typical section alternatives for the project. These will include the CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

#### 2.11.3 Structures Design Alternatives

The CONSULTANT will show estimated bridge limits on the Viable Alternative concept. Schematic elevations for bridges over cross roads, which will indicate the basic typical section under the bridge and the approximate length will be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each viable alternative bridge.

#### 2.12 Drainage

The CONSULTANT shall collect hydraulic data as needed to assess constraints for the viable alternative. This effort will be coordinated with CFX and Osceola and Polk Counties to identify any historic maintenance problems involving drainage or flooding which may affect the viability of the concept design and influence the evaluation results. The history and past hydraulic performance will be noted on all structures.

The CONSULTANT will collect any stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will inventory the immediate upstream and downstream structures and inventory existing storm drain systems; noting their type, size, hydraulic basin they serve, and discharge points.

The CONSULTANT will determine and quantify the base floodplain involvement for the viable alternative. Additionally, the CONSULANT will obtain all data necessary to analyze any encroachments

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the viable alternate. A maximum of two (2) stormwater treatment / attenuation alternates per drainage basin will be identified, including the recommended alternate for each basin. The CONSULTANT shall prepare a PD&E Pond Siting Report and pond shapes will be prepared in CADD format. The CONSULTANT shall perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided. The CONSULTANT shall identify Seasonal High Water elevations using available geotechnical data

The CONSULTANT shall prepare a Location Hydraulics Report, which shall include: identify and list all existing cross drains for its size, length, and flow lines information; perform proposed cross drain analysis based on recommended typical sections, using HY8 software; perform preliminary hydrologic analysis for proposed bridge improvements over Reedy Creek and over Southport Canal. The analysis includes 50-year, 100-year and 500-year stages in the river and flood stage increment compared to existing condition for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis. For the impacts to the Tributary No. 3 to Reedy Creek, a preliminary hydrologic and hydraulic analysis will be performed using HEC-RAS to provide a conceptual design for two proposed alternatives, an open channel concept and a closed system, to meet the intent of the FEMA No-Rise certification.

#### 2.13 Concept Plans

#### 2.13.1 Prepare Base Map for Conceptual Plans

The CONSULTANT will review the aerial base maps used for the corridor analysis and update or provide any additional information as required for the development and evaluation of the Conceptual Design Plans. Information to be checked and updated will include:

- a. Existing features: plot existing roadway right-of-way, intersections, bicycle/pedestrian walkways, and drainage easements.
- b. Street names: label street names and highway numbers in immediate project area.
- c. Surface features: label all pertinent cultural and natural features and land use information.
- d. North Arrow: locate north arrow at upper-mid portion of sheet. Show scale and aerial flight date with north arrow.
- e. Plot property lines.
- f. Plot new data as it becomes available to keep base maps up to date.

#### 2.13.2 Alternative Concept Plans

The CONSULTANT will prepare alternative concept plans. At a minimum, the concept plan should include defined right-of-way required and horizontal geometry. The CONSULTANT will overlay the concept plans on the base maps. The concept plans will be prepared at an appropriate scale to convey detail of the varying roadway segments – for example, 1"=50' may be appropriate for the Cypress Parkway segment, while 1"=200' may be appropriate for the new location corridor segment. In addition, the CONSULTANT will draw an overall location plan of the project alternatives at an appropriate scale – e.g., 1" = 1,000'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meeting and hearings.

#### 2.13.3 Preferred Alternative Concept Plans

Upon approval by the CFX of the preferred alternative, the CONSULANT will develop the preferred alternative, which includes refinements from the public hearing, on the base maps at an appropriate scale to convey detail of the varying roadway segments – for example, 1"=50' may be appropriate for the Cypress Parkway segment, while 1"=200' may be appropriate for the new location corridor segment, for inclusion in the Preliminary Engineering Report.

#### 2.14 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's Design Manual.

#### 2.15 Design Exception and Variation (N/A)

#### 2.16 Multi-Modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternative. This includes identifying the location of potential "Park and Ride" facilities, potential public transit stop operational or safety improvements, and potential multi-use trail crossing.

#### 2.17 Park and Ride Lots

The CONSULTANT will identify potential locations for "Park and Ride" facilities.

#### 2.18 Maintenance of Traffic

The CONSULTANT will analyze the preferred alternative for constructability and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

#### 2.19 Comparative Analysis and Evaluation

The CONSULTANT will prepare an evaluation matrix, which will include the significant impacts and costs of the preferred alternative. The No-Build Alternative will be included in the matrix.

The evaluation matrix will, at a minimum, include the following features:

- a. Construction Costs
- b. Right-of-way impacts
- c. Engineering costs
- d. Utility impact costs
- e. Environmental impacts
- f. Socio-Economic impacts
- g. Maintenance of traffic impacts
- h. Potential parcel impacts
- i. Drainage impacts / costs
- j. Hazardous material impacts

The CONSULTANT shall be prepared to present the preferred alternative and the evaluation at the project Public Hearing.

The CONSULTANT will complete an evaluation of the Preferred Alternative. This will include engineering, environmental and public input.

#### 2.20 Selection of Preferred Alternative

Upon completion of the evaluation and comparison, the CONSULANT will identify the Preferred Alternative to the CFX.

#### 2.21 Value Engineering (N/A)

#### 2.22 Risk Management (N/A)

#### 2.23 Construction Cost Estimate

As part of the alternatives evaluation, the CONSULTANT shall prepare a construction cost estimate for the alternatives as well as a refined cost estimate of the Preferred Alternative.

#### 2.24 Right-of-Way Cost Estimate

The CONSULTANT will provide the CFX with pertinent R/W information (existing/proposed & parcel take/remainder) for the alternative shown on aerials and a Google Earth file (.kmz) as well as spreadsheet tables. GEC staff will prepare preliminary R/W costs.

#### 2.25 Preliminary Engineering Report (PER)

The CONSULTANT will prepare the Preliminary Engineering Report (PER) and all required supporting engineering reports in accordance with the PD&E Manual for review and comment by the CFX and GEC. Following review by the CFX, the CONSULTANT will make this report available to the public prior to the Public Hearing. The Final PER will be finalized after the Public Hearing.

#### 2.26 Other Engineering Services N/A

#### 2.27 Quality Assurance/Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, and preparation of submittals for review. The CONSULTANT shall be responsible for insuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and supervision of work activities by objective and qualified individuals who were not directly responsible for performing the initial analysis and work. The CFX or GEC may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

#### 3 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall perform the appropriate level of environmental analysis of each community, cultural, natural, or physical feature of the project and prepare the required corresponding documentation as outlined in the PD&E Manual.

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, and will also follow the format and include content described in the PD&E Manual. The task of documentation includes the preparation of interim and draft reports prepared by the CONSULTANT for review and comment by the CFX and GEC prior to producing final reports and documents.

#### 3.1 Land Use Changes

The CONSULTANT shall review existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with the PD&E Manual. An analysis will be required that demonstrates to what extent the expressway would likely change the surrounding land use, compared to existing (taking into account current plans and ongoing roadway improvements).

#### 3.2 Socioeconomic Characteristics

The CONSULTANT will conduct an overview of the study area to explore the socioeconomic issues, features, and activities that will influence the development of the preferred alternative. Socioeconomic features to be cataloged will include, but not be limited to:

- a. Schools
- b. Places of worship
- c. Community centers and parks
- d. Other public facilities
- e. Neighborhoods
- f. Specialized housing

The CONSULTANT will collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the preferred alternative. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

#### 3.3 Economic

The CONSULTANT shall document how public comments, ideas, and concerns have been addressed as part of the project. The preferred alternative proposing a new roadway alignment with new traffic patterns can greatly alter access/ease of access to local businesses.

#### 3.4 Mobility

The CONSULTANT shall review and analyze current mobility options for local traffic and pedestrians to access area businesses, parks, places of worship, etc. and how mobility options may be altered with a new expressway facility.

#### 3.5 Aesthetics

Aesthetic considerations such as impacts on existing neighborhoods and surrounding communities (positive and negative), landscaping opportunities, gateway opportunities, theme opportunities and vistas/focal points shall also be addressed. Structural design opportunities, stormwater facility, preservation of existing vegetation, and vacated right-of-way potential will also be considered. The CONSULTANT shall evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with the PD&E Manual.

#### 3.6 Relocation Potential (N/A)

#### 3.7 Archaeological and Historical Resources

The CONSULTANT will provide a cultural resource assessment for the preferred alternative, which shall include coordination with SHPO. A complete Cultural Resource Assessment Survey will be performed in accordance with the PD&E Manual. The CONSULTANT shall completely analyze the impacts to all cultural and historic resources within the Area of Potential Effect (APE) and prepare a Cultural Resource Assessment Request Package as described in the PD&E Manual.

#### 3.8 Recreational/ Section 4(f)

Section 4(f) is not applicable. Recreational areas will be identified as part of 3.2.

#### 3.9 Wetlands and Essential Fish Habitat

The CONSULTANT will collect all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with the PD&E Manual.

The CONSULTANT shall collect all data necessary to confirm there are no aquatic preserves or essential fish habitats located within the study area.

#### 3.10 Water Quality

The CONSULTANT will obtain information on the existing water quality of potential receiving water bodies and evaluate the project's potential for enhancing or degrading their water quality. A Water Quality Impact Evaluation checklist and supporting documentation will be prepared pursuant to the PD&E Manual.

#### 3.11 Special Designation

The CONSULTANT shall collect all data necessary to perform an assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with the PD&E Manual.

#### 3.12 Wildlife and Habitat

The CONSULTANT will generally describe the project area and, more specifically, describe the area within the proposed right-of-way limits including common names and Latin binomials for dominant and/or representative species. The CONSULTANT will further quantify areas that will be impacted both directly (within the right-of-way limits) and indirectly (ecotone encroachment, etc.) by the preferred alternative.

The CONSULTANT will record all fauna observed and outline what species might be expected to be found based on flora. Any State or Federal "critical habitat" must be identified.

The CONSULTANT will obtain all biological information needed to prepare a Natural Resources Evaluation of the project where endangered or threatened species are identified. The CONSULTANT will prepare a Natural Resources Evaluation for the project in accordance with the PD&E Manual.

#### 3.13 Identify Permit Conditions

The CONSULTANT will obtain permit related information about sites that may require dredge and fill permits, water quality permits or stormwater discharge permits. This task includes the identification of all permitting agencies. The CONSULTANT shall identify permit conditions, and type of permits required.

#### 3.14 Farmlands

The CONSULTANT will confirm and document that there are no farmland impacts associated with this project in accordance with the PD&E Manual.

#### 3.15 Noise

The CONSULTANT shall perform a traffic noise analysis in accordance with the FDOT PD&E Manual. A desktop review will be performed to assess the potential for traffic noise impacts and if a detailed noise analysis is warranted. This task will include collecting all data necessary to perform the noise impact analysis. The CONSULTANT will develop Traffic Noise Model input data and evaluate the existing conditions, the No-Build Alternative and one Build Alternative for the Noise Sensitive Areas (NSAs) potentially impacted by traffic noise. The CONSULTANT will conduct detailed traffic noise barrier analyses for NSAs within 400 feet of the project corridor. The CONSULTANT shall prepare a comprehensive Tech Memo in lieu of a full Noise Study Report.

#### 3.16 Air Quality

The CONSULTANT shall collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with the PD&E Manual. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

#### 3.17 Construction Impact Analysis

The CONSULTANT will address potential construction impacts associated with this project in accordance with the PD&E Manual.

#### 3.18 Contamination

The CONSULTANT shall collect all data necessary to perform the Contamination Screening Evaluation in accordance with the PD&E Manual.

- 3.19 Class of Action Determination (N/A)
- 3.20 Type II Categorical Exclusion (N/A)

#### 3.21 **PEIR**

The CONSULTANT will prepare the Project Environmental Impact Report (PEIR) in accordance with the PD&E Manual for review and comment by the CFX and GEC. The CONSULTANT will document Project Planning Consistency consistent with requirements for a State Environmental Impact Report (SEIR) in the PEIR. Following review by the CFX, the CONSULTANT will prepare this report after all other reports have been finalized and will make this report available to the public prior to the Public Hearing. The Final PEIR will be finalized after the Public Hearing.

- 3.22 Environmental Assessment (N/A)
- 3.23 FONSI (N/A)
- 3.24 Draft EIS (N/A)
- 3.25 Final EIS (N/A)

#### 3.26 Quality Assurance/ Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments, and any resolution meetings, if required.

#### 4 MISCELLANEOUS

#### 4.1 Contract and Project Files

Project Management efforts include complete setup and maintenance, development of monthly progress reports, schedule updates, and effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the GEC in a format as prescribed by CFX and no less than 5 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

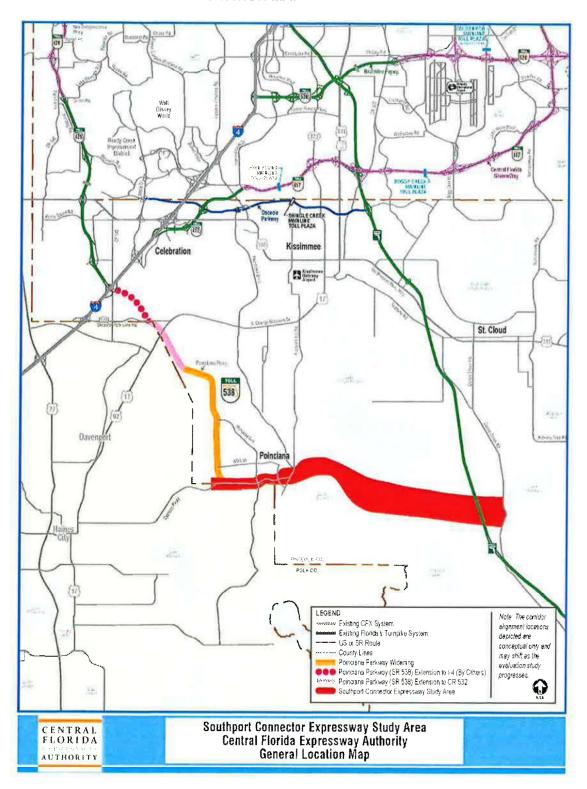
Within ten (10) calendar days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

#### 4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with CFX as needed throughout the life of the project. It is anticipated thirty (30) biweekly progress meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with CFX.

#### 4.3 Additional Services – N/A

#### ATTACHMENT A - GENERAL LOCATION MAP



#### ATTACHMENT B - DESIGN CRITERIA

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in the PD&E Manual and the following sections.

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

Design Element	Design Standard	Source	
Design Year	2045	- Scope of Services	
Design Vehicle	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. 1, p 1-19	
Design Speed Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2		
Lane Widths Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1	

Design Element	Design Standard				Source
Cross Slope (lanes 1-way) Roadway 2-lane (2) 3-lane (3) 4-lane (4) <sub>2</sub> Bridge Section  Max. Lane "Roll-over" DS 35 mph DS 35 mph	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break) 4.0% 5.0% (between though lane & aux. lane) 6.0% (between though lane & aux. lane)				- FDOT PPM Vol. I, Fig. 2.1.1  - PPM Vol. I, Sect. 2.1.5  - FDOT PPM Vol. I, Fig. 2.1.1  - PPM Vol. I, Table 2.1.4
Median Width Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft 40-ft  Parallel offset lane Taper offset lane				- FDOT PPM Vol. 1, Tbl. 2,2.1  - FDOT PPM Vol. 1, Sect. 2,13.3 & Fig. 2,13.2  - AASHTO Exh. 9-98
	Total	Total (ft) Paved (ft)			
Shoulder Width (lanes 1-way)	Outside	Left	Outside	Left	- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4,
Freeway 3-lane or more 2-lane	12 12	12 8	10 10	10 4	Fig. 2,3,1 - Design Standards Index No. 510
Ramp 1-lane					
2-lane	6 10	6 8	4 8	2 4	
Aux. Lane	12	N/A	10	N/A	
Arterial & Collector (Norm, volume)					
2-lane divided	10	8	5	0	
I-lane undivided	01	N/A	5	N/A	
Service Road, 2-Lane, 2-Way, Undivided	01	10	5	5	
Shoulder Cross Slope	0.07	0.05			
Max. Shoulder "Roll-over"	0.06 7.0%	0.05 7.0%	1.		
	7.070	7.070	15	115	
Bridge section (lanes 1-way)					
2-lane	10	6			
3-lane or more	10	10			- FDOT PPM Vol. 1, Fig. 2.0.1, 2.0.2, 2.0.4
1-fane ramp	6	6		•	
2-lane ramp	10	6			
Service Road, 2-Lane, 2-Way,	10	10	*		
Undivided					

Border Width Freeway Ramp Arterial/Collector DS 45 mph DS 45 mph Arterial/Collector (Curb & Gutter) DS = 45 mph DS 40 mph	94-ft, (94-ft desirable) 94-ft, (L.O.C. plus 10-ft as minimum) 40-ft 33-ft 14-ft (12-ft with bike lane) 12-ft (10-ft with bike lane)	- FDOT PPM Vol. I, Tbl. 2,5.1, 2.5.2 - (ООСЕЛ Policy);
DO IV MAN	12-14 (10-4) Will One faile)	

Design Element	Desi	gn St	andard	Source
	Fill Height (ft)		Rate	
Roadside Slopes Front slope	0.0-5 5-10 10-20 □□20	1:6 t 1:2 v (Use	o CZ & 1:4 o CZ & 1:3 with guardrail 10-ft bench at half reight of fill)	- FDOT PPM Vol. I, Tbl. 2.4.1  - (OOCEA Policy) 3 Use 1:3 slopes, avoid 1:2 slopes except
Front slope (curb & gutter)	All	1:2 n	ot flatter than 1:6	where as necessary
Back stope	Afl	1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope		
Back slope (curb & gutter)	Ali	1:2 n	ot flatter than 1:6	
	Max, Grad	e		
Max, Grade / Max, Change in Grade Freeway (Rural / Urban) Ramp	3.0%	3.0%		- FDOT PPM Vol. I, Tbl. 2,6.1, 2.6.2
Directional	5,0%		0,60%	
Loop Arterial	7.0%		1.00%	
Rural	3.5%		0.50%	
Urban	6.0%		0.70%	
Collector Frontage Road/Service Road	6.5% to 9.0% 8.0%		0.700	
-	8.0%		0.70%	EDOT BELLIN I I II I I I I
Min. Grade Curb & Gutter	0.3%	3%		- FDOT PPM Vol. I, Tbl. 2.6.4
Minimum Stopping Sight Distance (Grades 2.0%)	Dsgn. Speed (mph)  70 60 55 50 45 30		Distance (ft)  730  570  495  425  360  200	- FDOT PPM Vol. 1, Tbl. 2.7.1
Desigion Sight Distance	Dsgn. Speed (mpl	)	Distance (fl)	
Decision Sight Distance (Per avoidance maneuver)	70 60 55 50 45 30		780-1445 610-1280 535-1135 465-1030 395-930 220-620	- AASHTO Exh. 3-3

Horizontal Curve Length Freeway Others	V = Design Spe 30V (15V min.) 15V (400-ft min	•		- FDOT PPM Vol. 1, Tbl. 2.8.2a
Max. Curvature (Degree of Curve) Freeway  DS = 70 mph Rural  DS = 60 mph Urban  Arterial  DS = 55 mph Rural  DS = 45 mph Urban  Collector  DS = 45 mph Frontage Road  DS = 50 mph Service Road  Ramp  DS = 50 mph Directional  DS = 30 mph Loop	3 30' 00" 5 15' 00" 6 30" 00" 8 15' 00" 8 15' 00" 8 15' 00" 24 45' 00"			- FDOT PPM Vol. I, Tbl. 2.8,3
Design Element	De	sign Standa	rd	Source
Superelevation Transition  Tangent Curve Spirals  Superelevation Rates Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop  Vertical Curves Length, L = KA	80% (50% min. 20% (50% min. 20% (50% min. (Curves EEEE))  enux  0.10 0.10 0.10 0.05 0.05 0.05 0.10 0.10	SE Trail 1:2 1:2 1:1 1:1 1:1 1:1 1:2 1:2 1:2 1:4 1:4 1:4 1:4 1:4 1:4 1:4 1:4 1:4 1:4	100 s	-FDOT PPM Vol. 1, Sect. 2.9  - (OOCEA Policy),  - FDOT PPM Vol. 1, Tol. 2,9.1, 2.9.2, 2.9.3, 2,9.4  - Design Standards Ind. No. 510, 511  - AASHTO Exh. 3-28  - FDOT PPM Vol. 1, Tol. 2.8.5, 2.8.6  - AASHTO Exh. 3-72 (crest), 3-75 (sag)
Minimum Lengths	55 50 45 30	185 136 98 31	115 96 79 37	- OOCEA Policy; Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable
Freeway  DS = 70 mph Rural  DS = 60 mph Urban  Arterial  DS = 55 mph Rural  DS = 45 mph Urban  Collector  DS = 45 mph Frontage Road  DS = 50 mph Service Road  Ramp  DS = 50 mph Directional  DS = 30 mph Loop	Crest Sag 500-ft 400 400-ft 300 350-ft 250 135-ft 135 300-ft 200 300-ft 200 90-ft 90-	)-ft )-ft )-ft i-ft i-ft		

Ramps Ramp Terminals Longth Taper	Entrance "Parallel-Type" 900 to 1200-ft 300-ft (25:1)	Exit "Taper-Type" 550-ft (2 to \$0, 4 desirable)	- Design Standards Ind. No. 525 - AASHTO Pg. 850-856
Minimum Spacing Entrance to Exit <sup>6</sup> Exit to Entrance Entrance to Entrance Exit to Exit Turning Roadways	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft	J	- AASHTO Exh. 10-68, Pg. 844

Design Element	Design Standard	Source
Lane Drop Taper	L = WS (DS = 0.345 mph) L = WS <sup>3</sup> /60 (DS = 0.345 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525, 526 - AASHTO Pg. 818
Clear Zone Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
Vertical Clearance Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
Limited Access Limits Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

#### **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. Entrance Ramp Taper of 900 ft. (1° convergence)
- 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. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- e. Limited access right-of-way limits per Index 450.

## CONSENT AGENDA ITEM #6

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

**Director of Procurement** 

DATE: April 19, 2022

SUBJECT: Approval of Contract Award to MSL, P.A. for

**External Auditing Services** 

Contract No. 001828

Request for Proposals from qualified firms to provide external auditing services was advertised on February 20, 2022. Four (4) responses were received by the March 22, 2022 deadline. Those firms were Cherry Bekaert, LLP, Marcum, LLP, Mauldin & Jenkins, LLC and MSL, P.A.

The Evaluation Committee, after reviewing the technical proposals, met on April 14, 2022. The price proposals were then opened and scored. The combined scores for the technical and price proposals were calculated and the result is shown below:

Ranking	<u>Firm</u>	Total Points
1	MSL, P.A.	92.07
2	Cherry Bekaert. LLP	91.72
3	Marcum, LLP	84.00
4	Mauldin & Jenkins, LLC	83.58

The work to be performed includes annual audit examinations of CFX's financial statements.

Board award of the contract to MSL, P.A. in the amount of \$246,000.00 for a three-year term with two one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by:

Michael Carlisle

Director of Accounting and Finance

Lisa Lumbard

# RFP-001828R Evaluation Committee - April 14, 2022 Minutes

Evaluation Committee for **External Auditing Services**; **RFP-001828R** held a duly noticed meeting on Thursday, April 14, 2022, starting at 2:25 p.m. in the Sandpiper Conference Room at the CFX Administration Bldg., Orlando, Florida.

# **Committee Members:**

Jay Madara, CFX Board Member Kristy Mullane, Audit Committee Member Michelle McCrimmon, Audit Committee Member Lorie Bailey Brown, Audit Committee Member Ray Walls, Audit Committee Member

# **Technical Advisors:**

Lisa Lumbard, Chief Financial Officer Michael Carlisle, Director of Accounting and Finance

# **Other Attendees:**

Aneth Williams, Director of Procurement Brad Osterhaus, Sr. Procurement/QC Administrator

# **Evaluation Portion:**

Mr. Osterhaus began the meeting with introductions of the Committee members and opened the floor for discussions. After discussions, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

<u>Proposer</u>	<u>Points</u>
Cherry Bekaert, LLP	367
Marcum, LLP	320
Mauldin & Jenkins, LLC	328
MSL, P.A.	370

# **Pricing**

Upon completion of the technical proposals scoring, the price proposals were opened and scored in accordance with the RFP requirements.

Proposer	Total Price	<b>Points</b>
Cherry Bekaert, LLP	\$409,000.00	18.32
Marcum, LLP	\$374,550.00	20.00
Mauldin & Jenkins, LLC	\$416,600.00	17.98
MSL, P.A.	\$414,500.00	18.07

# **Total Points and Rankings:**

<u>Proposer</u>	Avg.Tech.Points	<b>Pricing Points</b>	<b>Total Points</b>	Ranking
Cherry Bekaert, LLP	73.40	18.32	91.72	2
Marcum, LLP	64.00	20.00	84.00	3
Mauldin & Jenkins, LLC	65.60	17.98	83.58	4
MSL, P.A.	74.00	18.07	92.07	1

The Evaluation Committee recommends the Audit Committee approve the ranking and award of the Contract to the top ranked proposer, MSL, P.A. If the top ranked firm is unable to execute a contract, the recommendation of award will go to the second ranked proposer.

There being no further business to come before the Committee, the meeting was adjourned at 3:30 p.m. These are the official minutes of the evaluation Committee meeting for RFP-001828R held Thursday, April 14, 2022.

Submitted by:

Aneth Williams, Director of Procurement

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

Lisa Lumbard, Chief Financial Officer

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

#### **EXTERNAL AUDITING SERVICES** RFP - CONTRACT NO. 001828R

	CHERRY BEAKERT LLP		MARCUM LLP		MAULDIN & JENKINS, LLC		MSL, P.A.	
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
JAY MADARA	80		70		65		75	
KRISTY MULLANÉ	73		64		65		78	
MICHELLE MCCRIMMON	70		68		66		77	
LORIE BAILEY BROWN	65		55		70		60	
RAY WALLS	79		63		62		80	
TOTAL	367		320	we manning	328		370	
AVG. TECH. POINTS	73,40		64,00		65.60		74.00	

PRICE PROPOSAL SUMMARY					
PROPOSER		PROPOSAL AMOUNT	POINT VALUE		
CHERRY BEAKERT LLP	\$	409,000.00	18.32		
MARCUM LLP	\$	374,550,00	20.00		
MAULDIN & JENKINS, LLC	\$	416,600.00	17,98		
MSL, P.A.	s	414,500.00	18.07		

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
CHERRY BEAKERT LLP	73,40	18.32	91.72	2
MARCUM LLP	64,00	20.00	84.00	э
MAULDIN & JENKINS, LLC	65,60	17,98	83,58	4
MSL, P.A.	74.00	18,07	92.07	1

Committee Members:

Thursday, April 14, 2022

LORIE BALLEY BROWN

# **CONTRACT**



# **AND**

MSL, P.A.

EXTERNAL AUDITING SERVICES

**CONTRACT NO. 001828** 

CONTRACT DATE: MAY 12, 2022 CONTRACT AMOUNT: \$246,000.00

CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

# CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

# **EXTERNAL AUDITING SERVICES**

CONTRACT NO. 001828

**MAY 2022** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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(See Contract Table of Contents for listing of individual sections.)

Exhibit "A" Scope of Services

Exhibit "B" Method of Compa

Exhibit "B" Method of Compensation

Exhibit "C" Technical Proposal
Exhibit "D" Fee Schedule Proposal

Exhibit "E" Potential Conflict Disclosure Form

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR EXTERNAL AUDITING SERVICES CONTRACT NO. 001828

This Agreement for External Auditing Services Contract No. 001828 (the "Contract"), is made this 12<sup>TH</sup> day of May 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and MSL, P.A., a Florida Profit Corporation, whose address is 255 S. Orange Ave, Suite 600, Orlando, FL 32801 ("AUDITOR").

# WITNESSETH:

**WHEREAS,** CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, acquire, construct, maintain, and operate a system of limited access roadways known as the Central Florida Expressway Authority System, as defined in the CFX Act; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and

WHEREAS, CFX desires to retain the services of an auditor to perform external auditing services and related tasks as may be assigned to AUDITOR by CFX in accordance with the terms of this Contract; and

**WHEREAS,** on or about February 21, 2022, CFX issued a Request for Proposals seeking qualified firms to perform such professional external auditing and related tasks ("RFP"); and

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on April 14, 2022 and the recommendation of the Audit Committee at its meeting held on April 27, 2022, the Governing Board of CFX at its meeting held on May 12, 2022 selected AUDITOR to serve as the external auditor in accordance with the terms of the RFP and this Contract:

WHEREAS, AUDITOR is competent, qualified and duly authorized to practice external auditing services in the State of Florida and desires to provide professional auditing services to CFX according to the terms and conditions stated herein.

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

#### 1. SERVICES TO BE PROVIDED

AUDITOR 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, and any attachments thereto, attached hereto as **Exhibit "A"** ("Scope of Services") and any other Contract Documents, all of which are hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). The Contract shall be performed and Services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

The Services to be provided under this Contract include performing external auditing services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto. CFX does not guarantee that all of the Services described in the Scope of Services will be assigned during the Term (hereinafter defined) of the Contract. Further, AUDITOR is providing these Services on a non-exclusive basis. CFX, at its option, may elect to have any of the Services set forth herein performed by other contractors or CFX staff.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

- 1.1 The Contract,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal, and
- 1.5 The Fee Schedule

# 2. TERM AND NOTICE

- 2.1 The term of this Contract shall begin upon the date of signature of the last party hereto to sign this Contract ("Commencement Date"). The initial term of the Contract will be three (3) years from the Commencement Date ("Initial Term"). CFX may elect, in its sole and absolute discretion, to renew the Initial Term for up to two (2) additional one (1) year terms (collectively or individually referred to herein as a "Renewal Term"). The options to renew are at the sole discretion and election of CFX. Renewals may be based, in part, on a determination by CFX that the value and level of service provided by AUDITOR are satisfactory and adequate for CFX's needs. If a Renewal Term is exercised, CFX will provide AUDITOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term exercised by CFX. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the "Term".
- 2.2 CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time upon thirty (30) days prior written notice for convenience or ten (10) days prior written notice and an opportunity to cure for cause for AUDITOR'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 AUDITOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. AUDITOR will be paid for all Services properly performed prior to the date of termination and any reasonable, documented, direct, normal, and ordinary termination expenses. AUDITOR will not be paid for special, indirect, consequential, or other undocumented expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for Services properly performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for Services not performed, regardless of whether the termination is for convenience or for cause.

- 2.3 If AUDITOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the Services under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the Services with sufficient, satisfactory, and suitable personnel or with sufficient, satisfactory, and suitable materials to assure the prompt performance of the Services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide notice in writing to AUDITOR of such delay, neglect or default ("Default Notice"). If AUDITOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from AUDITOR and to declare the Contract in default. If the Contract is declared in default, CFX may in its sole and absolute discretion, to terminate all or a portion of the Services, this Contract in whole or in part, or otherwise remove the Services from AUDITOR and assume and assign to another contractor the Services set forth in this Contract.
- 2.4 Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all documents as CFX determines and may retain other contractors or employees for the completion of the Services under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, AUDITOR's default (including the costs of completing Contract performance) shall be charged against AUDITOR. In the event the expense of the Contract completion is less than the amount still outstanding under the Contract, the expense shall be deducted from the amount still outstanding. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, AUDITOR 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, AUDITOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit AUDITOR 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 AUDITOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by AUDITOR. 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.

- 2.5 CFX shall have no liability to AUDITOR for expenses or profits related to unfinished work on a Contract terminated for default.
- 2.6 CFX reserves the right to immediately cancel or terminate this Contract in the event the AUDITOR or any employee, servant, or agent of the AUDITOR 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 AUDITOR for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default. CFX further reserves the right to terminate or cancel this Contract in the event AUDITOR files a petition in bankruptcy or shall be, voluntarily or involuntarily, adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for AUDITOR 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 Term is \$246,000.00.
- 3.2 CFX agrees to pay AUDITOR for Services performed in accordance with the Scope of Services and with the method of compensation attached hereto as **Exhibit "B"** and incorporated herein by reference ("Method of Compensation"), the technical proposal attached hereto as **Exhibit "C"**, and the fee schedule attached hereto as **Exhibit "D"**, all of which shall be incorporated herein by reference..

# 4. AUDIT AND EXAMINATION OF RECORDS

# (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, made or received by CFX or the AUDITOR in the normal course of business related to, or arising from, this Contract and the performance of the Services, as determined necessary or desirable by CFX for any purpose.
- (ii) "Proposal Records" shall include, but not be limited to, all information, materials, 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 related to or used by AUDITOR in determining or applying equipment rates, home and field overhead rates, related time schedules, labor rates, unit price, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any other component or manuals standard in the industry that may be used by AUDITOR in determining a price.
- (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 AUDITOR or any

subcontractor. By submitting a response to the RFP, AUDITOR or any subcontractor submits to and agree to comply with the provisions of this section.

- (3) If CFX requests access to or review of any Contract Documents or Proposal Records and AUDITOR refuses such access or review, AUDITOR 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 AUDITOR. These provisions shall not be limited in any manner by the existence of any AUDITOR claims or pending litigation relating to the Contract. Disqualification or suspension of AUDITOR for failure to comply with this section shall also preclude AUDITOR from acting in the future as a subcontractor of another AUDITOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean AUDITOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- (4) Final Audit for Project Closeout: AUDITOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of AUDITOR and any or all subcontractors to support the compensation paid AUDITOR. The audit will be performed as soon as practical after completion and acceptance of the contracted Services. In the event funds paid to AUDITOR 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, AUDITOR agrees that such amounts are due to CFX upon demand. Final payment to AUDITOR shall be adjusted for audit results.
- (5) AUDITOR 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 Services by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

# 5. PUBLIC RECORDS

IF AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AUDITOR'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 Section 12 below, AUDITOR 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 AUDITOR 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, AUDITOR 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 AUDITOR 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 AUDITOR or keep and maintain public records required by the public agency to perform the service. If AUDITOR transfers all public records to the public agency upon completion of the contract, AUDITOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AUDITOR keeps and maintains public records upon completion of the contract, AUDITOR 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 AUDITOR in conjunction with this Contract (including without limitation AUDITOR Records and Proposal Records, if and as applicable), AUDITOR shall immediately notify the CFX. In the event AUDITOR has public records in its possession, AUDITOR shall comply with the Public Records Act and must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by AUDITOR 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 AUDITOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section 5 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

# 6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

- 6.2 AUDITOR 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. AUDITOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, AUDITOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Services.
- 6.3 In the performance of the Contract, AUDITOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.
- 6.4 AUDITOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.
- 6.5 AUDITOR 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 AUDITOR, and that no such person shall have any such interest at any time during the term of this Contract.
- 6.6 As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, AUDITOR 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 hereto as **Exhibit "E"** and incorporated herein by reference.

# 7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted CFX Policy BD-1 ("D/MBE Policy") setting forth a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). AUDITOR acknowledges AUDITOR has read and reviewed the D/MBE Policy and agrees to comply with the terms and conditions of the D/MBE Policy. Under CFX's program, AUDITOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services in accordance with the D/MBE Policy. AUDITOR shall provide information regarding its employment of such businesses, the percentage of payments made to such businesses and others, and compliance with the program requirements of the D/MBE Policy. AUDITOR shall provide an annual report to CFX on or before each anniversary of the Commencement Date hereof 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 AUDITOR's invoices and shall be in a form reasonably acceptable to CFX.

# 8. AUDITOR INSURANCE

- 8.1 During the Term of the Contract and for such additional time as may be further required by CFX, AUDITOR shall carry, pay for, and maintain in full force and effect the required insurance coverages set forth below at not less than the prescribed minimum limits of liability covering the AUDITOR'S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).
- 8.2 Upon execution of the Contract, the AUDITOR shall furnish to CFX, certificates of insurance bearing an original manual or electronic signature of the authorized representative of the insurance company. No Services shall commence under the Contract unless and until the required certificates of insurance described herein are in effect and have been approved by CFX. Any and all certificates of insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.
- 8.3 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. AUDITOR shall provide CFX with correct certificates of insurance (ACORD forms) upon execution of this Contract for the following insurance coverages:
- 8.3.1 **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 AUDITOR under this Agreement.
- 8.3.2 **Business Automobile Liability.** Coverage for bodily injury, death and property damage having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident:
- 8.3.3 **Workers' Compensation Insurance.** Coverage, for workers' compensation insurance, including all coverage required under the laws of the state of Florida, as amended from time to time hereafter;
- 8.3.4 **Unemployment Insurance.** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.
- 8.3.5 **Professional Liability Coverage.** 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 AUDITOR.

- 8.3.6 **Information Security/Cyber Liability Insurance**. If a data breach is possible, the AUDITOR 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.
  - 8.3.6.1 Each Occurrence \$1,000,000
  - 8.3.6.2 Network Security / Privacy Liability –\$1,000,000
  - 8.3.6.3 Breach Response/ Notification Sublimit A minimum limit of 50% of the policy aggregate
  - 8.3.6.4 Technology Products E&O \$1,000,000 (Only applicable for Vendors supplying technology related services and or products
  - 8.3.6.5 Coverage shall be maintained in effect during the Term of the Contract and for no less than two (2) years after termination/completion of the Contract.

Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services under this Contract, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

- 8.3.7 **Commercial Crime Insurance**. If the performance of the Services includes involvement with monies and monetary instruments, the AUDITOR 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.
- 8.3.8 **Fiduciary Liability Insurance**. If the scope of the contract includes fiduciary duties, AUDITOR shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.
- 8.4 Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. AUDITOR shall be responsible for any

deductible it may carry. AUDITOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by AUDITOR hereunder, AUDITOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit AUDITOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

- 8.5 Any insurance carried by CFX in addition to AUDITOR's policies shall be excess insurance, not contributory.
- 8.6 Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the AUDITOR's obligation to maintain such insurance.
- 8.7 The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- 8.8 If AUDITOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at AUDITOR's expense and deduct such costs from AUDITOR payments. Alternately, CFX may declare AUDITOR in default for cause.

# 9. AUDITOR RESPONSIBILITY

- 9.1 AUDITOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom AUDITOR may be legally or contractually responsible to comply with, applicable policies of CFX, laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:
  - (a) those relating to the safety of persons and property and their protection from damage, injury or loss,
  - (b) all workplace laws, regulations, and posting requirements,
  - (c) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
  - (d) compliance with the public records laws of Chapter 119, Florida Statutes.
- 9.2 AUDITOR shall immediately notify CFX of any material adverse change in AUDITOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a ten percent (10%) interest in AUDITOR, or of the existence of any material impairment of rights or ability of AUDITOR to carry on as its business and operations are currently conducted.

9.3 With respect to any employees of AUDITOR directly providing work to CFX, AUDITOR 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 AUDITOR's employ and taking employment with any successor of AUDITOR for performance of external auditing services.

# 10. INDEMNITY

- 10.1 AUDITOR shall indemnify, defend and hold harmless CFX and all of its respective officers, contractor's or employees from suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), damages, judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by AUDITOR (its subcontractors, officers, agents or employees) or due to any negligent, reckless, or intentional act or occurrence of omission or commission of AUDITOR, its subcontractors, officers, agents or employees, arising from or related to the performance or non-performance of the Services required hereunder. This indemnification, shall include, without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:
  - 10.1.1 violation of same by AUDITOR, its subcontractors, officers, agents or employees,
  - 10.1.2 CFX's use or possession of AUDITOR Property or AUDITOR Intellectual Property (as defined herein below),
  - 10.1.3 CFX's full exercise of its rights under any license conveyed to it by AUDITOR,
  - 10.1.4 AUDITOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
  - 10.1.5 AUDITOR's failure to include terms in its subcontracts as required by this Contract,
  - 10.1.6 AUDITOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
  - 10.1.7 AUDITOR's breach of any of the warranties or representations contained in this Contract,

Except that AUDITOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to AUDITOR for performance of each task authorized under the Contract is the specific consideration

from CFX to AUDITOR for AUDITOR's indemnity and the parties further agree that the one percent (1%) is included in the amount negotiated for each authorized task.

#### 11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

- 11.1 CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). AUDITOR, 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.
- 11.2 AUDITOR, 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. AUDITOR, 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.
- 11.3 For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by AUDITOR (collectively, the "AUDITOR Property"), and the intellectual property rights associated therewith (collectively, the "AUDITOR Intellectual Property"), AUDITOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "AUDITOR") warrants and represents the following:
- 11.3.1 AUDITOR was and is the sole owner of all right, title and interest in and to all AUDITOR Property and AUDITOR Intellectual Property; or
- 11.3.2 AUDITOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the AUDITOR Property and AUDITOR Intellectual Property, as necessary to provide and install the AUDITOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the AUDITOR is current and will remain current on all royalty payments due and payable under any license where AUDITOR is licensee; and
- 11.3.3 AUDITOR 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 AUDITOR Property or any license granted to CFX for use of the AUDITOR Intellectual Property rights; and

- 11.3.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), AUDITOR 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. AUDITOR 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, AUDITOR shall utilize the same standards of protection and confidentiality that AUDITOR 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.
- 11.3.5 AUDITOR further warrants and represents that there are no pending, threatened, or anticipated Claims against AUDITOR, its employees, officers, agents, or subcontractors with respect to the AUDITOR Property or AUDITOR Intellectual Property.
  - 11.4 The provisions of this Section shall survive the term of this Contract for the longer of:
    - (a) The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, AUDITOR, or a third party; or
    - (b) CFX's continued use (notwithstanding any temporary suspension of use) of any AUDITOR Property or AUDITOR Intellectual Property; and
    - (c) Notwithstanding sections 11.4(a) and (b), the confidentiality and security provisions contained herein shall survive the Term of this Contract for ten (10) years beyond 11.4(a) or (b).

#### 12. PRESS RELEASES

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

# 13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, AUDITOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by

AUDITOR; 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

AUDITOR, 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

AUDITOR shall notify CFX if any of AUDITOR's Key Personnel (hereinafter defined) shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

# 16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT.

AUDITOR 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, AUDITOR 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 AUDITOR is the level of expertise, knowledge and experience possessed by key employees of AUDITOR, particularly <u>Joel Knopp</u>, <u>Dan O'Keefe</u>, <u>Bill Blend</u>, <u>and Alan Ricafort</u> (the "Key Personnel") and AUDITOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, AUDITOR 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, AUDITOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

AUDITOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract in accordance with the standards and requirements set forth in the Contract Documents and RFP. The identity of the individuals, initially assigned to each of such positions by AUDITOR, 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 Commencement Date of this Contract, AUDITOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, AUDITOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, AUDITOR 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 AUDITOR to perform the Services based upon the level of expertise knowledge, experience, and qualifications possessed by AUDITOR and its employees, and AUDITOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Therefore, AUDITOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of AUDITOR'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 AUDITOR 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, AUDITOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by AUDITOR 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), AUDITOR 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 AUDITOR until it has been approved by CFX Board. In the event of a designated emergency, AUDITOR 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 AUDITOR to the reasonable satisfaction of CFX's Executive Director (or her designee), who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the Services described and the character, quality, amount and value thereof. The Executive

Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the Services that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

# 20. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

Notwithstanding anything contained herein to the contrary, nothing contained herein shall act as a waiver of CFX's sovereign immunity or the limits and restrictions set forth in Section 768.28, Florida Statutes.

# 21. OTHER SEVERABILITY

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

# 22. 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.

# 23. PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEEMENT.

AUDITOR hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a

contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 36 months from the date of being placed on the convicted vendor list.

AUDITOR 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."

# 24. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. This obligation shall survive the termination or expiration of this Contract and shall continue in full force and effect.

#### 25. RELATIONSHIPS

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

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

# 26. 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 AUDITOR 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, AUDITOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

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

AUDITOR 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.

#### 28. 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:

- 28.1 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
- 28.2 Payment to AUDITOR for satisfactory Services performed or for termination expenses, if applicable; and
- 28.3 Prohibition on non-competition agreements of AUDITOR's employees with respect to any successor of AUDITOR; and
  - 28.4 Obligations upon expiration or termination of the Contract; and
- 28.5 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.

# 29. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

#### 30. INSPECTOR GENERAL.

AUDITOR 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 / subcontractors to the undersigned participating in the performance of this contract shall also be bound contractually to this and all applicable Florida statutory requirements.

# 31. E-VERIFY

AUDITOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by AUDITOR during the term of the contract. AUDITOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the Term of this Contract.

# 32. APPROPRIATION OF FUNDS

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

# 33. 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: Chief Financial Officer

With a copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel

AUDITOR: MSL, P.A.

255 S. Orange Ave, Suite 600

Orlando, FL 32801 ATTN: Joel Knopp

**34. COUNTERPARTS.** This Contract may be executed in one or more counterparts, including electronic, digital or facsimile copies, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

# 35. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Method of Compensation Exhibit "C" The Technical Proposal

Exhibit "D" The Fee Schedule

Exhibit "E" Potential Conflict Disclosure Form

[SIGNATURE PAGES 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 the Governing Board of CFX at its meeting on May 12, 2022.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:
By:
Print Name: Aneth Williams
Date:
Approved as to legal form and sufficiency for the exclusive use and reliance of CFX.
By: Diego "Woody" Rodriguez General Counsel for CFX
MSL, P.A.
By:
Title
ATTEST: (Seal)
DATE:

# EXHIBIT "A" – SCOPE OF SERVICES

#### **EXHIBIT A**

# EXTERNAL AUDITING SERVICES SCOPE OF SERVICES

# 1.0 Description

The Auditor shall provide External Auditing Services to CFX as required by this Scope of Services including Attachments A, B and C hereto. The Auditor shall implement an audit plan approved by CFX and complete its audit field work to ensure the issuance of the Annual Financial Report by October 15th of each respective year. Subject to such notification, the Management Letter shall also be completed by September 30th of each respective year and shall include management's responses to the comments. The Management Letter shall be included in and bound with the Annual Financial Report.

# 2.0 Annual Independent Audit Requirements

- The audit shall be a financial audit as defined in Section 11.45(1)(c) of Florida Statutes comprising the Annual Financial Report including the general purpose financial statements and certain supplementary financial data. CFX also produces an Annual Comprehensive Financial Report (ACFR), which is subject to review and includes the audited financial statements.
- Annual financial and compliance audit of all Federal and State grant-in-aid programs in accordance with 2 CFR Part 200, Subpart F and the Single Audit Act of 1984, as amended, if applicable under requirements of 2 CFR Part 200, Subpart F and the Uniform Guidance.
- Annual compliance attestation of State grants and aids appropriations to the extent required by Chapter 10.550, Rules of the Auditor General.
- Annual Management Letter as defined by Auditor General Rule 10.554(1)(i). The Management Letter must also include a statement in accordance with Sections 218.39(7), Florida Statutes.

# 3.0 Performance Specifications and Reports

- A. In performing the Annual Independent Audit and services pursuant to the Contract, the Auditor shall, where applicable, adhere to:
  - 1. "Generally Accepted Government Auditing Standards" applicable to governmental units, as promulgated by the GAO.
  - 2. Governmental Accounting Standards promulgated by the GASB. GAO standards, regulations and guidelines applicable in the State of Florida, and will conduct the audit in accordance with these requirements existing, or as may be pronounced during the period or term of this audit engagement.

- 3. Federal and State statutes, reporting requirements under both the Single Audit Act of 1984 and 2 CFR Part 200, Subpart F.
- B. The audit report shall contain:
  - 1. Opinion of the Auditor on the general purpose financial statements.
  - 2. Report on internal control.
  - 3. Reports on compliance with laws and regulations.
  - 4. Report on compliance with bond covenants.
  - 5. An "in relation to" opinion on supplementary schedules.
  - 6. Any other report required by Generally Accepted Government Auditing Standards (GAGAS).
- C. Review of the system of internal accounting control and internal administrative control to the extent required by generally accepted auditing standards and requirements of the Single Audit Act.
- D. Fulfill requirements of Section 10.556 and 10.557 of the Rules of the Auditor General, including:
  - 1. Preparation of Annual Financial Audit Report.
  - 2. Preparation of Single Audit Report and other necessary Federal and State Reports, as needed.
- E. A final and complete report of the audit shall be submitted to the members of CFX's Audit Committee no later than October 15<sup>th</sup> of each succeeding fiscal year, subject to the event of notification as may be specified elsewhere. The report shall also be presented to CFX's Governing Board.
- F. Submission of the previously mentioned Management Letter, which shall include applicable comments regarding internal control and compliance matters as well as disclosures required by the Auditor General. The final Management Letter to CFX shall include responses to such comments.
- G. The Auditor shall format, process, and reproduce 15 hard copies of the Annual Financial Report, 5 hard copies of the Single Audit Report, as well as provide an electronic copy, suitable for publication.
- H. The Auditor shall upon reasonable written notice and without charge, make available its work papers to any Federal or State agency in accordance with Federal and State Law Regulations and Attachment B hereto. The Auditor shall cooperate with any successor auditor appointed by CFX in accordance with applicable laws, regulations and professional standards.
- I. Auditor shall attend all Audit Committee meetings as requested for no additional fee.

#### 4.0 Other Services

- A. Additional auditing services that may be required include the preparation of special reports for financing purposes, as determined by the Chief Financial Officer, or litigation support as determined by CFX's General Counsel.
- B. Any other additional audit work is limited to an annual fee cap of no more than 25% of the annual audit contract. Such work may arise from changes in GAAP, GAGAS, Federal requirements, or client-imposed scope changes and must be approved by the Chief Financial Officer.
- C. For items A and B above, CFX will request engagement letters as the need arises.
- D. If any major department activity, or fund presently operated by CFX is transferred to another agency or authority, or a new major activity, department or fund is added to the responsibility of CFX (and subject to audit under the terms of the Contract), the annual fee provided for shall be increased or decreased after re-negotiation for such change, the same being agreed to in writing, by CFX and the Auditor.
- E. The Auditor acknowledges CFX has and will continue to issue revenue bonds. As a result of issuance of such bonds, CFX is subject to Section 10B (referred to as the "fraud provisions") of Securities Act of 1933. Should additional legislation be passed subjecting CFX to any other Federal or State securities laws, the Contract may be renegotiated to address the additional amount of work required by the Securities Reporting Provisions. The Auditor agrees that should such legislation be passed; the Auditor will meet all conditions imposed by the GAO relative to firms practicing in the SEC Practice Section.

# 5.0 Internal Assistance

- A. CFX staff and responsible management personnel will be available during the audit to assist the Auditor by providing information, documentation and explanations. The Finance Department staff will do the preparation of trial balances. Any information provided will be in the format maintained by CFX. Any additional or reformatted schedules will be the responsibility of the Auditor.
- B. CFX will provide the Auditor with reasonable workspace, desks and chairs. The Auditor will also be provided with access to telephones and photocopying facilities.

# 6.0 Personnel

No changes shall be made in the personnel proposed in the Auditor's Proposal for the Project Manager and the "key" personnel specifically designated and presently employed by the firm or subconsultants without the written approval of CFX. The request for approval shall include the reason for the change and a resume of the proposed replacement.

# Attachment A

# LIMITATIONS OF THE AUDITING PROCESS

The objective of an audit is the expression of our opinion concerning whether the basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. CFX's audits will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with Generally Accepted Government Auditing Standards ("GAGAS") are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAGAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on CFX) on the financial statements.

As applicable, in accordance with requirements of the Single Audit Act Amendments of 1996, 2 CFR Part 200, Subpart F and the Florida Single Audit Act, CFX's audits will include tests of transactions related to major federal and state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because the Auditor will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by the Auditor. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the basic financial statements or to major programs. It should be recognized that the audits generally provide no assurance that illegal acts will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. However, the Auditor will inform appropriate CFX representatives with respect to material errors and fraud, or illegal acts that come to the Auditor's attention during the course of the audits. The Auditor will include such matters in the reports as required for a Single Audit.

If, for any reason, the Auditor is unable to complete the audits, or is unable to form or has not formed an opinion on the basic financial statements, the Auditor may decline to express an opinion or decline to issue a report as a result of the engagement.

# RESPONSIBILITIES AS TO INTERNAL CONTROLS

As a part of the audits, the Auditor will consider CFX's internal control structure, as required by auditing standards generally accepted in the United States of America and Government Auditing Standards, sufficient to plan the audit and to determine the nature, timing, and extent of auditing procedures necessary for expressing our opinion concerning the basic financial statements. CFX recognizes that the basic financial statements and the establishment and maintenance of an effective internal control over financial reporting are the responsibility of management. CFX also recognizes that management is responsible for identifying and ensuring that CFX complies with the laws and regulations applicable to its activities. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors, fraud, or illegal acts. An audit is not designed to provide assurance on internal control. As part of the Auditor's consideration of CFX's internal control structure, however, the AUDITOR will inform appropriate CFX representatives of reportable conditions and other matters that come to the Auditor's attention that represent significant deficiencies in the design or operation of the internal control structure, if any, as required by 2 CFR Part 200, Subpart F.

As required by 2 CFR Part 200, Subpart F, the Auditor will perform tests of controls to evaluate the effectiveness of the design and operation of controls that the Auditor considers relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each major federal award program. However, tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the Auditor's report on internal control issued pursuant to 2 CFR Part 200, Subpart F.

CFX is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the Auditor about all known or suspected fraud affecting CFX involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. CFX management is also responsible for informing the Auditor of knowledge of any allegations of fraud or suspected fraud affecting CFX received in communications from employees, former employees, regulators, or others.

#### RESPONSIBILITIES AS TO COMPLIANCE

CFX's audits will be conducted in accordance with the standards referred to in the Contract. As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, the Auditor will perform tests of CFX's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and the Auditor will not express such an opinion in the Auditor's report on compliance issued pursuant to *Government Auditing Standards*.

2 CFR Part 200, Subpart F requires that the Auditor also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws

and regulations and the provisions of contracts and grant agreements applicable to major programs. The Auditor's procedures will consist of the applicable procedures described in the 2 CFR Part 200, Subpart F Compliance Supplement for the types of compliance requirements that could have a direct and material effect of each of CFX's major programs. The purpose of those procedures will be to express an opinion on CFX's compliance with requirements applicable to major programs in the Auditor's report on compliance issued pursuant to 2 CFR Part 200, Subpart F.

# REPRESENTATION FROM MANAGEMENT

Management is responsible for the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America, for making all financial records and related information available to the Auditor, and for identifying and ensuring that CFX complies with the laws and regulations applicable to its activities. Management is also responsible for adjusting the financial statements to correct material misstatements. Additionally, as required by 2 CFR Part 200, Subpart F, it is management's responsibility to follow up and take corrective action on prior audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings and the corrective action plan should be made available to the Auditor during the engagement. Management, at the conclusion of the engagement, will provide to the Auditor a representation letter that, among other things, addresses these matters and confirms certain representations made during the audit, including, to the best of their knowledge and belief, the absence of fraud involving management or those employees who have significant roles in CFX's internal control, or others where it could have a material effect on the basic financial statements. The representation letter will also affirm to the Auditor that management believes that the effects of any uncorrected misstatements aggregated pertaining to the current year financial statements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The Auditor will rely on CFX's management providing these representations, both in the planning and performance of the audit, and in considering the fees that the Auditor will charge to perform the audit.

# **ACCESS TO WORKING PAPERS**

The working papers for the engagement are the property of Auditor and constitute confidential information. Except as discussed below, any requests for access to the Auditor's working papers will be discussed with CFX Management prior to making them available to requesting parties.

The Auditor, as well as all other major accounting firms, participates in a "peer review" program, covering audit and accounting practices. This program requires that once every three years the Auditor is to subject its quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of the Auditor's work. It is possible that the work the Auditor performs for CFX may be selected by the other firm for their review. If it is, they are bound by professional

standards to keep all information confidential. If CFX objects to having the work done by the Auditor subjected to peer review, CFX is to notify the Auditor in writing.

#### USE OF THIRD PARTY SERVICE PROVIDERS

Auditor may from time to time, and depending on the circumstances, use third-party service providers in serving CFX. Auditor may share confidential information about CFX with these service providers, but will remain committed to maintaining the confidentiality and security of information. Accordingly, the Auditor maintains internal policies, procedures and safeguards to protect the confidentiality of CFX's information. In addition, the Auditor will secure confidentiality agreements with all service providers to maintain the confidentiality of CFX's information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of confidential information to others. In the event that the Auditor is unable to secure an appropriate confidentiality agreement, CFX will be asked to provide its consent prior to the sharing of your confidential information with the third-part service provider. Furthermore, the Auditor will remain responsible for the work provided by any such third-party service providers.

#### Attachment B

#### AUDITOR ASSOCIATION WITH FINANCIAL STATEMENTS

CFX agrees not to publish the audited financial statements, and the Auditor's report thereon, in a misleading manner, and further agrees that the Auditor's report shall accompany any publication of said financial statements by CFX. Provided the Auditor is not considered associated with an official statement, the financial statements issued under the Contract may be used for any lawful purpose of CFX without the Auditor's consent. However, should the Auditor become associated with an official statement, the Auditor is required by auditing standards generally accepted in the United States of America to perform certain procedures related to the offering document. These procedures, if applicable, will be subject to written arrangements and fees under this contract. If not associated with the official statement, the Auditor will not have performed, since the date of the Auditor's report, any procedures on the financial statements addressed in that report. Further, the Auditor will not have performed any procedures relating to the official statement for which the Auditor is not associated.

The Auditor will be considered associated with an official statement if (a) the Auditor assists in preparing financial information included in the official statement, (b) CFX requests the Auditor to review a draft of the official statement, (c) the Auditor provides an original manual signature on the Auditor's report included in the official statement, (d) the Auditor is asked to provide a revised Auditor's report for inclusion in a specific official statement, (e) the Auditor issues a comfort letter or a letter described in SAS No. 72, Letters for Underwriters and Certain Other Requesting Parties, as amended, or an attestation engagement report in lieu of a comfort or similar letter on information included in the official statement, (e) the Auditor provides written agreement for use of the Auditor's report in the official statement (consent letter)or (f) the Auditor issues an attestation report related to the debt offering.

# Attachment C PREPARATION OF FINANCIAL STATEMENTS

As part of this Contract, Auditor shall prepare the financial statements and note disclosures that CFX prepares. CFX Management is responsible for the financial statements and note disclosures. In management's representation to Auditor, management will be asked to acknowledge Auditor's role in this regard, and management's review, approval, and responsibility for the financial statements and note disclosures. Further, management is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

End of Scope of Services

# CONSENT AGENDA ITEM #7

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: **CFX Board Members** 

FROM:

Aneth Williams Will Director of Procurement

DATE: April 20, 2022

SUBJECT: Approval of Contract Award to PFM Asset Management, LLC for

**Investment Advisor Services** 

Contract No. 001900

Request for Proposals (RFP) from qualified firms to provide investment advisor services was advertised on February 27, 2022. Five (5) responses were received by the March 28, 2022 deadline. Those firms were Buckhead Capital Management, LLC, Loop Capital Asset Management (Taplin, Canida & Habacht, LLC), PFM Asset Management, LLC, Public Trust Advisors, LLC and RBC Global Asset Management (U.S.), Inc.

The Evaluation Committee, after reviewing the technical proposals, met on April 5, 2022 and shortlisted PFM Asset Management, LLC, Public Trust Advisors, LLC and RBC Global Asset Management (U.S.), Inc. and decided they would not have interviews.

The Evaluation Committee met on April 12, 2022 to open price proposals. The combined scores for the technical and price proposals were calculated and the result is shown below:

Ranking	<u>Firm</u>	<b>Total Points</b>
1	PFM Asset Management, LLC	88.50
2	Public Trust Advisors, LLC	76.32
3	RBC Global Asset Management (U.S.), Inc.	62.99

The work to be performed includes investment advisory services.

Board award of the contract to PFM Asset Management, LLC in the amount of \$675,000.00 for a three-year term with two one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by:

Michael Carlisle

Director of Accounting and Finance

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



#### RFP-001900 Final Ranking Meeting - April 12, 2022 Minutes

Evaluation Committee for **Investment Advisor Services**; **RFP-001900** held a duly noticed meeting on Tuesday, April 12, 2022, commencing at 9:00 a.m. in the Sandpiper Conference Room at CFX Administration Bldg., Orlando, Florida.

#### **Committee Members:**

Michael Carlisle, Director of Accounting and Finance Marc Ventura, Manager of Accounting and Finance Emily Rouse, Manager of Accounting and Finance Christopher P. McCullion, CFO – City of Orlando

#### Other Attendees:

Aneth Williams, Director of Procurement Brad Osterhaus, SR Procurement/QA Administrator

#### **Discussion and Motions:**

Brad commenced the meeting and explained that today's meeting was to open the price proposals, finalize the evaluation, and make a recommendation to be presented to the Board.

#### Pricing

Brad opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

Proposer	Total Price	<u>Points</u>
PFM Asset Management, LLC	\$1,185,000.00	20
Public Trust Advisors, LLC	\$1,885,000.00	12.57
RBC Global Asset Management (U.S.), Inc.	\$1,936,250.00	12.24

#### **Total Points and Rankings**

Proposer	Technical Points	<b>Pricing Points</b>	<b>Total Points</b>	Ranking
PFM Asset Management, LLC	68.50	20	88.50	1
Public Trust Advisors, LLC	63.75	12.57	76.32	2
RBC Global Asset Management	50.75	12.24	62.99	3
(U.S.), Inc.				

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 10:00 a.m. These minutes are considered to be the official minutes of the opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Tuesday, April 12, 2022.

Submitted by:

Aneth Williams, Director of Procurement

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

Michael Carlisle, Director of Accounting and Finance

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

#### INVESTMENT ADVISOR SERVICES RFP - CONTRACT NO. 001900

	PFM ASSET MANAGEMENT LLC		PUBLIC TRUST ADVISORS LLC		RBC GLOBAL ASSET MANAGEMENT (US) INC.	
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
MICHAEL CARLISLE	66		64		47	
MARC VENTURA	69		65		54	
EMILY ROUSE	69		64		51	
CHRISTOPHER MCCULLION	70		62		51	
TOTAL	274		255		203	
AVG. TECH. POINTS	68,50		63,75		50,75	

PRICE PROPOSAL SUMMARY					
PROPOSER		PROPOSAL AMOUNT	POINT VALUE		
PFM ASSET MANAGEMENT LLC	\$	1,185,000,00	20,00		
PUBLIC TRUST ADVISORS LLC	s	1,885,000,00	12,57		
RBC GLOBAL ASSET MANAGEMENT (US) INC.	s	1,936,250,00	12,24		

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
PFM ASSET MANAGEMENT LLC	68,50	20,00	88,50	1
PUBLIC TRUST ADVISORS LLC	63,75	12,57	76,32	2
RBC GLOBAL ASSET MANAGEMENT (US) INC.	50,75	12,24	62,99	3

Committee Members:

MICHAEL CARLISLE

ARC VENTURA

CHRISTOPHER MCCULLION

Tuesday, April 12, 2022

Tuesday, April 12, 2022

Tuesday, April 12, 2022

Tuesday, April 12, 2022

### **CONTRACT**



### **AND**

### PFM ASSET MANAGEMENT LLC

INVESTMENT ADVISOR SERVICES

CONTRACT NO. 001900

CONTRACT DATE: MAY 12, 2022 CONTRACT AMOUNT: \$675,000.00

### CONTRACT, SCOPE OF SERVICES, CFX INVESTMENT POLICY

**FOR** 

#### **INVESTMENT ADVISOR SERVICES**

CONTRACT NO. 001900

**MAY 2022** 

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#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR INVESTMENT ADVISOR SERVICES CONTRACT NO. 001900

This Agreement for Investment Advisor Services Contract No. 001900 (the "Contract"), is made this 12<sup>TH</sup> day of May 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and PFM ASSET MANAGEMENT LLC, a Foreign Limited Liability Company, whose address is 225 E. Robinson Street, Suite 250, Orlando, FL 32801 ("INVESTMENT ADVISOR").

#### WITNESSETH

**WHEREAS**, CFX has funds available for investment purposes (the "Initial Funds") for which it intends to conduct an investment program; and,

WHEREAS, CFX desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the INVESTMENT ADVISOR; to have the INVESTMENT ADVISOR undertake certain duties and responsibilities; and to perform certain services as INVESTMENT ADVISOR on behalf of CFX, as provided herein; and

**WHEREAS**, the INVESTMENT ADVISOR is willing to provide such services on the terms and conditions hereinafter set forth and as presented in the proposal dated March 28, 2022.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

#### 1. SERVICES OF ADVISOR

The INVESTMENT ADVISOR will provide investment management of the Initial Funds, earnings on the Initial Funds, and such other funds as CFX may from time to time be assigned by written notice to the INVESTMENT ADVISOR (collectively the "Managed Funds"). In connection therewith, the INVESTMENT ADVISOR will provide investment research and supervision of CFX's Managed Funds and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of CFX's Managed Funds. The INVESTMENT ADVISOR shall continuously monitor investment opportunities and evaluate investments of CFX's Managed Funds. The INVESTMENT ADVISOR shall furnish CFX with monthly reports, which include statistical information and the immediately preceding month's results from investments of the Managed Funds. The INVESTMENT ADVISOR shall place all orders for the purchase, sale, loan or exchange of portfolio securities for CFX's account with brokers or dealers recommended by the INVESTMENT ADVISOR or CFX (unless instructed by CFX otherwise), and to that end the INVESTMENT ADVISOR is authorized as agent of CFX to give instructions to the depository designated by CFX as its custodian as to deliveries of securities and payments of cash for the account of CFX. Significant changes to the Managed Funds shall be subject to prior consultation with and approved in writing by CFX

before being made by the INVESTMENT ADVISOR. In connection with the selection of such brokers and dealers and the placing of such orders, the INVESTMENT ADVISOR is directed to seek for CFX the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the INVESTMENT ADVISOR by such brokers and dealers. The depository designated by CFX shall have custody of cash, assets and securities of CFX. The INVESTMENT ADVISOR shall not take possession of or act as custodian for the cash, securities or other assets in the Managed Funds and shall have no responsibility in connection therewith. Authorized investments shall include only those investments, which are currently authorized by the State of Florida, CFX's Investment Policy and bond covenants and as supplemented by such other written instructions as may from time to time be provided by CFX to the INVESTMENT ADVISOR. The INVESTMENT ADVISOR shall be entitled to rely upon CFX's written advice with respect to anticipated drawdowns of Managed Funds. The INVESTMENT ADVISOR will observe the instructions of CFX with respect to broker/dealers who are approved to execute transactions involving CFX's Managed Funds and in the absence of such instructions will engage broker/dealers, which the INVESTMENT ADVISOR reasonably believes to be reputable, qualified and financially sound.

- (b) The INVESTMENT ADVISOR will evaluate and advise CFX on the economic aspects of structured investments such as guaranteed investment contracts, forward delivery agreements, and refunding escrow portfolios. At the direction of CFX to be evidenced by a written supplement or work order, the INVESTMENT ADVISOR shall advise CFX on the financial terms of any such structured investment product; shall assist CFX in pricing the product and shall provide its fairness opinion related thereto.
- (c) Upon request of CFX, the Investment Advisor shall perform arbitrage rebate services as set forth in Exhibit "A" to CFX's Request for Proposal, entitled "Scope of Services," which Exhibit "A" is incorporated herein by reference.

#### 2. **COMPENSATION**

(a) For services provided by the INVESTMENT ADVISOR pursuant to Paragraph 1(a) of this Agreement, CFX shall pay the INVESTMENT ADVISOR a monthly fee for the Operating and Reserve Funds based on the average daily Managed Funds under management for such month at an annual rate of 10.0 basis points (0.10%) for the first \$25 million; 8.0 basis points (0.08%) for the next \$25 million; 7.0 basis points (0.07%) for the next \$50 million, 6.0 basis points (0.06%) for the next \$100 million, 5.0 basis points (0.05%) for the next \$100 million, and 4.0 basis points (0.04%) over \$300 million. For services provided by the INVESTMENT ADVISOR pursuant to Paragraph 1(a) of this Agreement, CFX shall pay the INVESTMENT ADVISOR a monthly fee for the Bond Funds based on the average daily Managed Funds under management for such month at the rate of: 5.0 basis points (0.05%) for the first \$125 million, 2.5 basis points (0.025%); for the next \$125 million, and 2.0 basis points (0.02%) over \$250 million.

The INVESTMENT ADVISOR will cap total fees as follows:

Contract Year	<u>Annual Cap</u>
Year 1	\$ <u>195,000.00</u>
Year 2	\$225,000.00
Year 3	\$ <u>255,000.00</u>
Year 4	\$ <u>255,000.00</u>
Year 5	\$255,000.00

The INVESTMENT ADVISOR shall utilize a Disadvantaged/Minority Business Enterprises ("D/MBEs") firm for services described in Section 1(a) hereof. The D/MBE shall receive 15% of the annual combined fee payable pursuant to Section 2(a) hereof, which will be paid by the INVESTMENT ADVISOR to the D/MBE in monthly installments. For avoidance of doubt, the D/MBE shall not perform the services described in Sections 1(b) and 1(c) hereof and shall not participate in any fees payable by CFX to the INVESTMENT ADVISOR payable pursuant to any other subsection of Section 2, other than this subsection 2(a).

- (b) Fees for any structured investment services provided pursuant to Paragraph 1(b) of this Agreement shall be as agreed to in writing prior to the INVESTMENT ADVISOR undertaking any specific engagement.
- (c) Fees for arbitrage rebate services, as requested and provided pursuant to section 1(c) hereof, shall be in accordance with the following fee schedule.

#### Base Fees

Engagement Fee (onetime fee, per issue	\$ <u>500.00</u>
Report Fee (per report)	\$ <u>2,000.00</u>
Additional Fees  (only applicable if the services are required)	

Final or 5th Year Report \$500.00

Computation Periods in Excess of 12 Months \$500.00 (per additional year or fraction thereof)

**OPTIONAL SERVICES** 

Evaluating various elections and applications to be negotiated separately

Fees for arbitrage rebate services are separate from the investment management fees and are payable upon invoicing after the computation is completed.

- (d) Except with respect to fees for services described in Section 1(b) and 1(c) hereof, the INVESTMENT ADVISOR will bill CFX monthly for service performed under this Agreement, said bill to include a statement indicating the basis upon which the fee was calculated. For services described in Sections 1(b) and 1(c), the INVESTMENT ADVISOR shall submit an invoice upon the conclusion of the service performed. CFX shall pay to the INVESTMENT ADVISOR the amount payable pursuant to this Agreement in accordance with the Prompt Payment Act. See Section 218.70, Florida Statutes. The INVESTMENT ADVISOR shall have a documented invoice procedure.
- (e) Assets invested by the INVESTMENT ADVISOR under the terms of this Agreement may from time to time be invested in a money market mutual fund managed by the INVESTMENT ADVISOR or a local government investment pool managed by the INVESTMENT ADVISOR (either a "Pool"), or in individual securities. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the INVESTMENT ADVISOR and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.
- (f) If and to the extent that CFX shall request the INVESTMENT ADVISOR to render services other than those to be rendered by the INVESTMENT ADVISOR hereunder, such additional services shall be compensated separately on terms to be agreed upon between the INVESTMENT ADVISOR and CFX.

#### 3. EXPENSES

- (a) The INVESTMENT ADVISOR shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the investments.
- (b) Except as expressly provided otherwise herein, CFX shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of CFX's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, fees and expenses of the custodian of the Managed Funds including safekeeping of funds and securities and the keeping of books and accounts.
  - (c) The INVESTMENT ADVISOR shall pay all travel or expense charges.
  - (d) There is no minimum annual fee.

#### 4. RESPONSIBILITY OF INVESTMENT ADVISOR

The INVESTMENT ADVISOR hereby represents it is a registered INVESTMENT ADVISOR under the Investment Advisors Act of 1940. The INVESTMENT ADVISOR shall immediately notify CFX if at any time during the term of this Agreement it is not so registered or

if its registration is suspended. The INVESTMENT ADVISOR agrees to perform its duties and responsibilities under this Agreement with reasonable care an appropriate level of care and duty generally acceptable to investment advisors performing similar services. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which CFX may have under any federal securities laws. CFX hereby authorizes the INVESTMENT ADVISOR to sign I.R.S. Form W-9 on behalf of CFX and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

#### 5. **CONFLICT OF INTEREST**

CFX understands that the INVESTMENT ADVISOR performs investment advisory services for various other clients, which may include investment companies, commingled trust funds and individual portfolios. CFX agrees that the INVESTMENT ADVISOR, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to CFX's Managed Funds accounts, so long as it is the policy of the INVESTMENT ADVISOR, to the extent practical, to allocate investment opportunities to this account over a period of time on a fair and equitable basis relative to other clients. The INVESTMENT ADVISOR shall not have any obligation to purchase, sell or exchange any security for the Managed Funds solely by reason of the fact that the INVESTMENT ADVISOR, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

#### 6. TERM AND TERMINATION

The term of this Agreement shall be for three (3) years from the Effective Date. There shall be two renewal options of one (1) year each. 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 INVESTMENT ADVISOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the INVESTMENT ADVISOR with written notice of its intent at least sixty (60) days prior to the expiration of the term of the Agreement and subsequent renewal period, as applicable.

This Agreement may be terminated by CFX in the event of any material breach of its terms immediately upon notice by certified mail, return receipt requested. This Agreement may be terminated by CFX without cause, on not less than thirty (30) days' prior written notice to the INVESTMENT ADVISOR. The INVESTMENT ADVISOR may terminate this Agreement immediately upon any material breach of its terms by CFX, or at any time after one year upon sixty (60) days' prior written notice.

#### 7. **FORCE MAJEURE.**

The INVESTMENT ADVISOR shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement

which result from events beyond its control, including interruption of the business activities of the INVESTMENT ADVISOR or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility.

#### 8. SUSPENSIONS, COMPLAINTS

The INVESTMENT ADVISOR shall promptly notify CFX if the INVESTMENT ADVISER has been charged with or shall have been found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court. The INVESTMENT ADVISOR shall promptly notify CFX in writing of (i) any complaints or disciplinary actions filed against any investment professional employed by it, who has performed any service with respect to CFX's account in the twenty-four (24) preceding months, or (ii) if the INVESTMENT ADVISER has been charged with or shall have been found to have violated any state or federal securities law or regulation in any disciplinary proceeding, in either case before or by the Securities and Exchange Commission or any other agency or department of the United States, the New York Stock Exchange, any registered securities exchange, the Financial Industry Regulatory Authority, any Attorney General or any regulatory agency or authority of any State.

#### 9. **INDEPENDENT CONTRACTOR**

The INVESTMENT ADVISOR, its employees, officers and representatives, shall not be deemed to be employees, agents (except as described in Section 1 hereof), partners, servants, or joint ventures of CFX by virtue of this Agreement or any actions or services rendered under this Agreement.

#### 10. **BOOKS; AUDIT**

The INVESTMENT ADVISOR shall maintain appropriate records of all transactions in the Managed Funds and other services performed under this Agreement 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 INVESTMENT ADVISOR shall provide CFX with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, the value of Managed Funds held on the last business day of the month and the average daily balance of Managed Funds for such month. The statement shall be in the format and manner that is mutually agreed upon by the INVESTMENT ADVISOR and CFX.

#### 11. INVESTMENT ADVISOR'S BROCHURE AND BROCHURE SUPPLEMENT

The INVESTMENT ADVISOR warrants that it has delivered to CFX prior to the execution of this Agreement, the INVESTMENT ADVISOR's current Securities and Exchange Commission Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). CFX acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

#### 12. DISADVANTAGED/MINORITY AND WOMEN'S 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, INVESTMENT ADVISOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. INVESTMENT ADVISOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. INVESTMENT ADVISOR shall provide an annual report to CFX on or before each anniversary of the Effective Date hereof 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 INVESTMENT ADVISOR's invoices and shall be in a form reasonably acceptable to CFX.

#### 13. **PUBLIC RECORDS**

Notwithstanding the Section entitled "Press Releases," INVESTMENT ADVISOR 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 INVESTMENT ADVISOR 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, INVESTMENT ADVISOR agrees to comply with the Public Records Act.

IF THE INVESTMENT ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INVESTMENT ADVISOR'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.

- (1)(a) "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).
- (2)(b). . . . . [T]he 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.

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 the INVESTMENT ADVISOR in conjunction with this Agreement, INVESTMENT ADVISOR shall immediately notify the CFX. In the event the INVESTMENT ADVISOR has public records in its possession that are subject to Chapter 119, INVESTMENT ADVISOR shall comply with the Public Records Act. Failure by the INVESTMENT ADVISOR to grant such public access to public records shall be grounds for immediate unilateral cancellation of this Agreement by CFX or enforcement remedies at CFX's option.

The obligations in this Section shall survive the expiration or termination of this Agreement and continue in full force and effect until all public records are transferred to CFX or the end of the longest applicable retention periods.

#### 14. PRESS RELEASES

The INVESTMENT ADVISOR 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 term of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law or regulatory or judicial process. The INVESTMENT ADVISOR 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 such data or information is the property of CFX.

#### 15. **INSURANCE**

The INVESTMENT ADVISOR shall carry and keep in force during the period of this Agreement, 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 at least "A-" (excellent) and a financial rating of at least Class XII, as defined by A.M. Best. The INVESTMENT ADVISOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Agreement execution:

- 1. Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form or equivalent including products and completed operations coverage.
- 2. Business Automobile Liability (for bodily injury, death and property damage), If the performance of the Services includes use of any motor vehicles, the INVESTMENT ADVISOR shall maintain a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 3. Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 4. Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.
- 5. Professional Liability (Errors & Omissions) Insurance Coverage shall have limits of not less than Ten Million Dollars (\$10,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for the negligent or intentionally wrongful errors, mistakes or omissions in the performance of services to be performed and furnished by the INVESTMENT ADVISOR.
- 6. 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.

Such required General Liability and Automobile Liability insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include contractual liability for commercial general liability, and (d) 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. The INVESTMENT ADVISOR shall be responsible for any deductible it may carry. The INVESTMENT ADVISOR asserts that it will not reduce any coverage amount below the limits specified herein. Within fifteen (15) days after the expiration of any such policy of insurance required to be carried by the INVESTMENT ADVISOR hereunder, the INVESTMENT ADVISOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring.

If a claims-made policy is utilized for any of the required Insurance, the following additional requirements shall apply: the retroactive date of the claims made policy must be on or before the beginning term date of the Agreement; the claims-made policy's discovery provision is operative during the time period covered by the Extended Reporting Period if the Extended Reporting Period is in effect; If a claims made policy is cancelled and not renewed then Extended Reporting shall be enacted and the Extended Reporting Period Endorsement shall state that an extended reporting period of no less than four (4) years from the completion or termination of the Agreement is granted.

Compliance with these insurance requirements shall not relieve or limit the INVESTMENT ADVISOR'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 INVESTMENT ADVISOR'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 the INVESTMENT ADVISOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at the INVESTMENT ADVISOR's expense and deduct such costs from the INVESTMENT ADVISOR payments. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

#### 16. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

The INVESTMENT ADVISOR 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. The INVESTMENT ADVISOR acknowledges that it has read CFX's Code of Ethics and, to the extent applicable, the INVESTMENT ADVISOR will comply with CFX's Code of Ethics in connection with performance of the Agreement.

In the performance of the Agreement, the INVESTMENT ADVISOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the contracted services.

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

#### 17. **NON-DISCRIMINATION**

INVESTMENT ADVISOR, 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 Agreement. 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."

#### 18. NOTIFICATION OF CRIMES; PUBLIC ENTITY CRIME INFORMATION

INVESTMENT ADVISOR shall notify CFX if any of INVESTMENT ADVISOR's personnel who are directly involved with CFX accounts shall be charged with or 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 charge or conviction, regardless of whether such conviction is appealed.

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."

#### 19. **MODIFICATION**

This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

#### 20. SUCCESSORS AND ASSIGNS

CFX has selected INVESTMENT ADVISOR to perform the Services based upon characteristics and qualifications of INVESTMENT ADVISOR and its employees. Therefore, INVESTMENT ADVISOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of INVESTMENT ADVISOR'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 INVESTMENT ADVISOR 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, INVESTMENT ADVISOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by INVESTMENT ADVISOR 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), INVESTMENT ADVISOR 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 INVESTMENT ADVISOR until it has been approved by CFX Board. In the event of a designated emergency, INVESTMENT ADVISOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

#### 21. APPLICABLE LAW; DISPUTE RESOLUTION

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The INVESTMENT ADVISOR and CFX agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

#### 22. EXECUTION AND SEVERABILITY

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

#### 23. JURISDICTIONAL MATTERS; WAIVER OF JURY TRIAL

- (a The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.
- (b) The parties hereto hereby irrevocably waive trial by jury, and irrevocably waive any objection, including, without limitation any objection to the laying of venue or based on the grounds of forum non conveniens, which they may now or hereafter have to the bringing on any such actions or proceeding in Orange County, Florida.

#### 24. HEADINGS DESCRIPTIVE; ENTIRE AGREEMENT

The headings of the several sections and subsections of the Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of the Agreement. This Agreement constitutes the entire agreement among the parties hereto regarding the subject matters hereof and thereof and supersedes all prior agreements, representations and understanding related to such subject matters. The Agreement may not be amended except in writing.

#### 25. **DOCUMENTED ALIENS**

The INVESTMENT ADVISOR 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 INVESTMENT ADVISOR 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 INVESTMENT ADVISOR has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

#### 26. E-VERIFY CLAUSE

The INVESTMENT ADVISOR 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 INVESTMENT ADVISOR during the term of the Agreement. INVESTMENT ADVISOR 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.

#### 27. INSPECTOR GENERAL

The INVESTMENT ADVISOR 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. The INVESTMENT ADVISOR agrees 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.

#### 28. **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 Financial Officer

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel

To INVESTMENT ADVISOR: PFM Asset Management LLC

213 Market Street Harrisburg, PA 17101 Attn: Controller

PFM Asset Management LLC 225 E. Robinson Street, Suite 250

Orlando, FL 32801 Attn: Steven Alexander IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the parties as of the day and year first above written. This Agreement was awarded by CFX's Board of Directors at its meeting on May 12, 2022.

PFM ASSET MANAGEMENT LLC	
By:	_
Print Name:	<u> </u>
Title:	_
Date:	_
ATTEST:	_(Seal)
CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
By: Director of Procurement	
Print Name: Aneth Williams	
Date:	
Approved as to form and execution for the use CFX only.	and reliance by
General Counsel for CFX	_
Diego "Woody" Rodriguez	_
Print Name	
Attachments:	
A. Exhibit "A" to CFX's Request for Proposal, entitled "Scope of Services"	
B. CFX Investment Policy	

#### EXHIBIT "A" – SCOPE OF SERVICES

#### **EXHIBIT "A"**

## INVESTMENT ADVISOR SERVICES SCOPE OF SERVICES

#### **CONTRACT NO. 001900**

This Scope of Services describes the investment advisory services required by CFX for its short-term, medium-term and long-term investment portfolio. The Investment Advisor shall be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 who will act in a fiduciary capacity. The Investment Advisor shall manage the funds in accordance with the laws of the State of Florida and the investment policies and procedures established by CFX. The Investment Advisor will not provide custodial services or security safekeeping.

Specific responsibilities of the Investment Advisor include, but are not necessarily limited to, the following:

- A. Manage on a daily basis CFX's separate investment portfolios pursuant to the specific, stated investment objectives. Obtain and place all orders for the purchase and sale of securities, communicate settlement information to CFX's staff and assist in coordinating security settlement, all in accordance with CFX's Investment Policies and Procedures.
- B. Serve as a general resource to CFX's staff for information, providing advice and training regarding fixed income securities, investments, and treasury management and operations.
- C. Work with CFX's staff to review and update as needed CFX's Investment Policies and Procedures.
- D. Work with CFX's staff to develop cash flow projections to ensure that the investment strategy is consistent with CFX's cash requirements.
- E. Make available daily information on investment activity and the value of portfolios.
- F. Provide weekly reports that show the current market value of the investment portfolio, including cash and money market accounts, along with a detailed description of all the investment holdings at a minimum.
- G. Provide monthly statements on investment activity, earnings and valuation of the investment portfolio. The reports shall include mark-to-market valuations as required by GASB 31 and 40. The Investment Advisor shall also provide monthly reports of investments, including the diversity of investments, duration and compliance with applicable investment policies of CFX and State of Florida statutes.
- H. Provide quarterly investment reports including a description of market conditions, investment strategies employed, performance benchmark data and suggested changes to investment strategy.

- I. When requested, conduct all aspects of the investment program in compliance with the arbitrage and rebate requirements of the U.S. treasury, currently described in Section 148 of the Internal Revenue Code of 1986 as amended and of the related Code of Federal Regulations.
- J. When requested, provide annual and "computation date" calculations of arbitrage earnings for each outstanding bond issue and to keep CFX appraised of any change in arbitrage compliance regulations that may occur during the term of the contract.
- K. Perform services related to investment agreements or structured products, including, but not limited to:
  - 1. Work with CFX to determine appropriate investment opportunities and draw schedules;
  - 2. Create investment agreement or structured product bid specification sheets incorporating CFX's requirements;
  - 3. When necessary, obtain bond counsel sign-off for nonconforming bidding terms including in the bid specification sheet;
  - 4. Conduct the bidding process;
  - 5. Summarize bid results for the appropriate decision makers among the transaction working group;
  - 6. Facilitate the selection of the winning provider with appropriate team members;
  - 7. Review investment agreement or structured product documents to ensure compliance with term sheet and CFX's requirements; and
  - 8. Facilitate timely delivery of final document for signature while obtaining specific approval from CFX for any exceptions or waivers of standard policies in the final agreement.

End of Scope of Services

## CONSENT AGENDA ITEM #8



#### **MEMORANDUM**

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti

46-75122

DATE: April 27, 2022

SUBJECT: Acceptance of Internal Audit Reports

Board acceptance of the following Internal Audit reports reviewed and accepted by the Central Florida Expressway Authority Audit Committee on April 27, 2022, is requested.

1. Customer Service Center Performance Assessment

2. Infinity Ransomware Simulation

Reviewed by:





## CUSTOMER SERVICE CENTER PERFORMANCE ASSESSMENT

February 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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#### **Overview**

#### **Background**

In accordance with the 2022 Internal Audit Plan, Internal Audit conducted an assessment of the Central Florida Expressway Authority (CFX) customer contact center operation's performance. The last performance assessment was performed in January 2019.

The CFX E-PASS customer service centers and violations enforcement operations services are outsourced to a third-party vendor under a five-year contract with an additional five, one year renewal options. As of the last assessment performed in January 2019, the third-party vendor provided the trained personnel necessary to operate the customer service centers, including the phone center, and CFX provided the primary software and systems for processing customer accounts and transactions.

In September 2020, CFX contracted with a new vendor, Alliance One, to provide the personnel to manage and operate the customer service centers. In March 2021, CFX and Alliance One jointly transitioned to a new technology platform, Nice inContact. This cloud-based platform includes an Interactive Voice Response system (IVR) as well as capabilities around quality assurance, email support, and dashboard reporting. The platform is implemented in a configuration using multiple data centers; the contact center's summarized historical performance data is retained for at least 25 months. CFX hosts Nice inContact, the technology platform used to facilitate customer interactions, as well as the Violation Enforcement System (VES) image review software and the customer relationship management (CRM) application. CFX also provides management oversight of the customer service center operations outsourced to Alliance One.

The customer contact phone center currently leverages 128 full and part-time agents, excluding image processing personnel, nine supervisors, and one call center managers to support the customer contact center operations. For the period reviewed as part of this performance assessment, from November 2021 through December 2021, the average daily call volume was approximately 4,780 for weekdays and 1,536 for weekends.





### Objectives, Scope, & Approach

#### **Objectives**

The objectives of this review were to assess the current needs and performance of the customer service center through evaluation of processes and organizational structure, applications and infrastructure, and statistical data analysis to identify opportunities to enhance contact center performance and reduce employee turnover.

#### **Scope and Approach**

This audit was performed using a four-phased approach as outlined below.

#### Phase I – Process and Organization Review

Phase I of the review was performed to develop an understanding of the processes and organizational structure of the customer service center; areas of focus with include the following:

- People: Identify roles, responsibilities, and organizational structure through interviews
- > Process: Review key processes, recent changes, objectives, and stated key performance indicators
- > Technology: Review infrastructure and use of applications, including recent changes

#### Phase II - Data Gathering

Phase II of the review included requesting and obtaining statistical data from various sources including the InContact system to complete a statistical analysis of contact center performance for the period of November 2021 through December 2021. Data gathered was analyzed and collated in Phase III and later incorporated into audit findings and recommendations.

#### Phase III - Data Analysis

Phase III of the review included analyses of statistical data gathered to evaluate the performance of the contact center operation. Key measures such as call volumes and patterns, service levels, quality, and schedule adherence were evaluated and documented to measure performance.

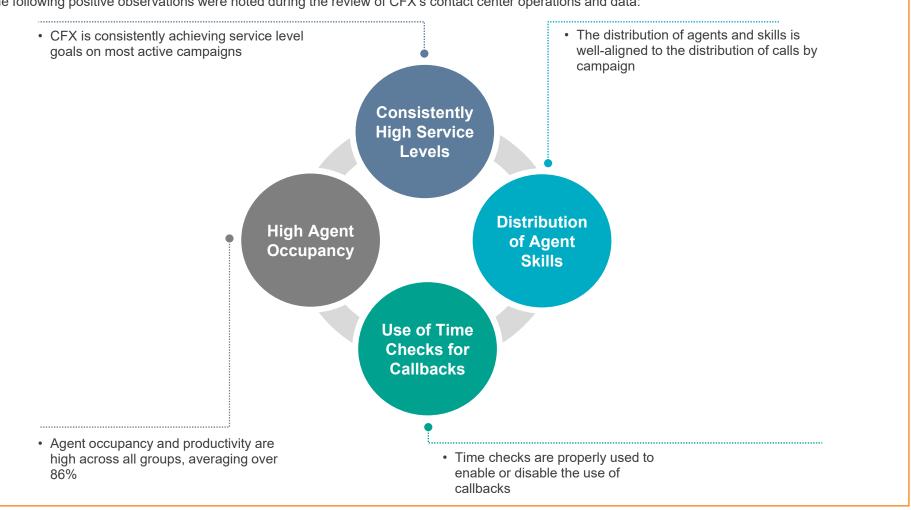
#### Phase IV - Findings and Recommendations Development

Internal Audit summarized the observations and enhancement opportunities identified during the assessment.



#### **Summary of Observations - Strengths**

The following positive observations were noted during the review of CFX's contact center operations and data:



### CFX PERFORMANCE INDICATORS

The chart below shows a comparison of key performance indicators for FYs 2022, 2019, and 2017, the fiscal years in which each of the last three performance assessments were conducted by Internal Audit.

Performance Indicator	FY2022	FY2019	FY2017	Change FY19 to FY22
Average Daily Call Volume per Interval	24	16	10	50% increase**
Average Speed of Answer	30 seconds*	37 seconds	36 seconds	19% improvement
Abandoned Calls	1.75%-3.66%	5% - 8%	6% – 10%	58% improvement
Average Auxiliary Time Rate	24%	25%	28%	4% improvement

<sup>\*</sup> Based on Interval-level data from November 30, 2021 (interval is defined in 30-minute increments)

<sup>\*\* 2019</sup> and 2017 interval data were based on split/skill reports for Spanish, customer service, payment, sign up, VES Response Line and UTN payment splits. With the implementation of inContact in 2021, the queue structure changed, rendering this performance metric incomparable across the three different points in time.

## Summary of Observations - Opportunities

Obs#	Observation	Category	Observation Reference
1	Sensitive customer and credit card data handling	Technology	High
2	Path reporting within the Interactive Voice Response (IVR)	Technology	Medium
3	Opportunity to increase response to Customer Satisfaction (CSAT) Survey	Process	Medium
4	Limited functionality within email solution	Technology	Low
5	Limited use of variables within call flows	Technology	Low
6	Poor service level performance for the Retention Campaign	People	Low

Observation 1 – Sensitive Data Handling



# **Elements of Infrastructure**



#### Observation

CFX imposes system-based restrictions over the use of word processing applications on CFX machines to limit the risk of inappropriate use of sensitive customer data. However, during observation of one recorded customer-agent interaction, Internal Audit observed the agent record a customer's name and credit card number within a word processing application on the agent's machine for later use in the customer relationship management application, TRIMS. This indicates that Alliance One machines used by customer service center agents do not share the same system-based restriction and represents an increased risk of inappropriate handling of sensitive customer data.

The Quality Control (QC) team assesses adherence to customer services quality standards through the review of recorded customer-agent interactions. These recordings grant the QC Team access to any personally identifiable information (PII) and credit card information displayed during the call. Leading practice is that access to such sensitive information be limited. While functionality exists within inContact to obscure personally identifiable information (PII) and credit card information from the quality control reviewer, the functionality has not been implemented, which creates an increased risk of the inappropriate use and/dissemination of that information.

### Recommendation

CFX should coordinate with Alliance One to ensure consistent application of critical internal control procedures across machines managed by Alliance One for the customer service center.

CFX should consider implementing native functionality within inContact to obscure PII and credit card information from view within calls recorded for quality control purposes. Both screens and audio should be obscured when the agent is collecting CC information. This is typically accomplished by setting a screen trigger that "mutes" recording while the agent is on a screen/transaction that contains sensitive data.



Observation 1 – Sensitive Data Handling, continued...



## **Elements of Infrastructure**



## **Management Response**

Management concurs.

#### **Management Action Plan**

- <u>Short Term</u>: Management will coordinate with Alliance One to review the deployment of desktop applications among customer service agent machines to enforce appropriate application-level restrictions, and to perform retraining of agents as needed to accommodate any updates in operating procedures.
- <u>Long-term</u>: Management will implement an integration between Nice inContact and the forthcoming CRM, Microsoft Dynamics 365, in order to "mute" recording of sensitive data used in quality control.

### **Action Plan CFX / Due Date**

Dave Wynne, Director of Toll Operations

• Short-term: September 30, 2022

• Long-term: July 1, 2023

Observation 2 – Interactive Voice Response (IVR) System

# Relative Priority Moderate

## **Elements of Infrastructure**



#### Observation

The Interactive Voice Response (IVR) System should facilitate the routing of customer calls and support effective path reporting, the ability to track the progression of calls through the IVR. The current IVR solution has been implemented in a manner which does not support effective path reporting (i.e., the ability to track the progression of calls through the IVR). Without the effective path reporting, CFX is limited in its detect and diagnose issues within the IVR routing (e.g., identifying where and why calls drop out).

#### Recommendation

Management should consider performing a review of IVR routing and the naming of nodes to facilitate greater clarity in reporting of call traffic through the IVR. In addition, CFX may consider working with Nice inContact to implement additional data capture in the call flow which would allow custom reporting to be used to track IVR utilization.

# **Management Response**

Management concurs.

## **Management Action Plan**

Management will engage a vendor to perform a redesign of the IVR and will incorporate elements within the design of the IVR to facilitate effective path reporting.

# **Action Plan CFX / Due Date**

# Observation 3 – Customer Satisfaction Survey Take Rate

# Relative Priority Moderate

## **Elements of Infrastructure**



#### Observation

CFX employs Customer Satisfaction surveys, or CSAT surveys, to collect data about customer satisfaction following calls with contact center agents. Customers are solicited to take the survey at the beginning of the call. The current "take rate," or rate of survey completion is approximately 3%. Common practice for increasing the take rate is to include a reminder at the end of the call to stay on the line for the survey.

#### Recommendation

CFX should consider modifying the CSAT prompt to ask the customer to remain on the line at the end of the call if they wish to leave a survey.

### **Management Response**

Management concurs.

## **Management Action Plan**

Management will coordinate with Nice to evaluate the feasibility of a reconfiguration of call flows to incorporate a CSAT reminder prompt.

# **Action Plan CFX / Due Date**

Dave Wynne, Director of Toll Operations / December 31, 2022

# Observation 4 - Email Functionality



## **Elements of Infrastructure**



#### **Observation**

CFX and Alliance Once recently implemented an email channel within the inContact platform which enables a team of agents to manage customer inquiries in an email-style format. The transition of email messaging from a separate application to the customer contact platform has improved monitoring and control over communications with customers. However, current functionality of inContact email is limited. The platform does not permit agents to view queued emails or to access and respond to closed email threads in a conversational manner. A customer's response to a closed thread triggers the creation of a new ticket rather than continuation of the previous thread. These limitations reduce the ability of agents to effectively and efficiently understand and address customer concerns.

#### Recommendation

CFX should consider transitioning email support to the forthcoming customer relationship management (CRM) system to enable greater core functionality and instant access to relevant customer information. Integration with inContact can be accomplished by delivering emails from CRM to inContact as work items.

## **Management Response**

Management concurs.

## **Management Action Plan**

Management will transition email support to the forthcoming CRM as it becomes available.

## **Action Plan CFX / Due Date**

# Observation 5 – IVR Call Tracking



## **Elements of Infrastructure**



#### **Observation**

A key component of valuable reporting within the Interactive Voice Response (IVR) System is the use of variables within the call flows. Variables can be used to capture key data points, such as customer responses to prompts within the IVR (e.g., reason for the call) and information about how a call exits each node or decision point (e.g., whether the call progressed normally through a node or dropped out in error). CFX's currently use of variables within the IVR is minimal. As a leading practice, variables should be used to support custom reporting on relevant performance metrics, enabling greater visibility into issues within the IVR system and increased ability to optimize system performance.

#### Recommendation

CFX should consider implementing additional variables within the IVR to increase visibility and control over system performance.

## Management Response

Management concurs.

## **Management Action Plan**

Management will engage a vendor to perform a redesign of the IVR and will incorporate elements within the design of the IVR to facilitate effective path reporting, such as the use of variables.

## **Action Plan CFX / Due Date**

Observation 6 – Campaign Service Levels (Retention)

# Relative Priority Low

## **Elements of Infrastructure**



#### Observation

CFX is consistently achieving its service level goals on all primary campaigns except the Retention Campaign (11% service level, compared to a goal of 70%), which represents customers considering the deactivation of accounts. As of fieldwork, only nine (9) agents were assigned to the E-PASS Business Account skill which corresponds with this campaign. Contact center management indicates that a lack of agents trained in the unique skills required for retention contributes to service levels observed in the months since the recent advent of the campaign. Management has outlined a new process for qualifying and training agents for the Retention Campaign.

#### Recommendation

CFX should continue the roll-out of its training program for the Retention Campaign to achieve a pool of trained agents adequate to meet service level goals.

## Management Response

Management concurs.

## **Management Action Plan**

CFX worked with the vendor to reassign additional staff to the Retention skill group; currently 15 are assigned to this group, up from the previous nine (9) during field testing. The Retention Training material has now been completed and the vendor expects to start training the end of April 2022, with training of all eligible agents to be completed by June 30, 2022.

## **Action Plan CFX / Due Date**

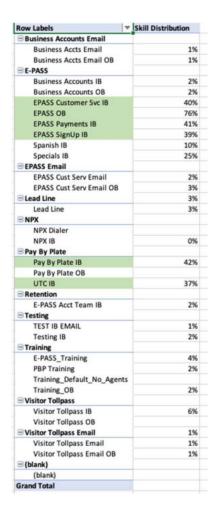


# **APPENDIX**

# **APPENDIX A**

# **Supporting Data**

The distribution of agent skills is well-aligned to campaigns



Campaign Name (ID)	Incoming	Outbound	Offered	Handled	Avg Handle Time	Abandons	Avg InQueue Time	% Abandons	Avg Abandon Time	Service Level
Business Accounts Email (5631829)	13	0	0	17	00:23:26	0	00:05:34	0.00%	00:00:00	100.00%
E-PASS (5628881)	2,317	222	2,253	2,224	00:06:54	40	00:00:29	1.75%	00:00:45	72.76%
EPASS Email (5631828)	1,321	19	0	479	00:02:42	0	00:00:00	0.00%	00:00:00	0.00%
Lead Line (5684154)	14	8	263	262	00:01:48	10	00:00:16	3.66%	00:02:05	86.76%
NPX (5631699)	0	412	0	399	00:00:05	0	00:00:00	0.00%	00:00:00	0.00%
Pay By Plate (5628882)	2,234	77	1,060	1,041	00:06:20	21	00:00:24	1.95%	00:00:42	76.78%
Retention (5631985)	0	4	26	26	00:07:46	9	00:02:44	25.71%	00:01:51	11.43%
Visitor Tollpass (5628883)	6	1	4	4	00:06:39	1	00:00:16	20.00%	00:00:41	80.00%
Visitor Tollpass Email (5631830)	26	2	0	0	00:00:00	0	00:00:00	0.00%	00:00:00	0.00%



Top Campaigns by volume are E-Pass, Pay by Plate, and E-Pass Email



The distribution of skills by agent closely matches campaign volumes and distribution with E-Pass and Pay by Plate related skills being held by over 42% of available agents.

# **APPENDIX A**

# **Supporting Data**

CFX is consistently achieving service-level goals

Campaign Name (ID)	Incoming	Outbound	Offered	Handled	Avg Handle Time	Abandons	Avg InQueue Time	% Abandons	Avg Abandon Time	Service Level
Business Accounts Email (5631829)	13	0	0	17	00:23:26	0	00:05:34	0.00%	00:00:00	100.00%
E-PASS (5628881)	2,317	222	2,253	2,224	00:06:54	40	00:00:29	1.75%	00:00:45	72.76%
EPASS Email (5631828)	1,321	19	0	479	00:02:42	0	00:00:00	0.00%	00:00:00	0.00%
Lead Line (5684154)	14	8	263	262	00:01:48	10	00:00:16	3.66%	00:02:05	86.76%
NPX (5631699)	0	412	0	399	00:00:05	0	00:00:00	0.00%	00:00:00	0.00%
Pay By Plate (5628882)	2,234	77	1,060	1,041	00:06:20	21	00:00:24	1.95%	00:00:42	76.78%
Retention (5631985)	0	4	26	26	00:07:46	9	00:02:44	25.71%	00:01:51	11.43%
Visitor Tollpass (5628883)	6	1	4	4	00:06:39	1	00:00:16	20.00%	00:00:41	80.00%
Visitor Tollpass Email (5631830)	26	2	0	0	00:00:00	0	00:00:00	0.00%	00:00:00	0.00%

- Based on summary-level data (over the period of 11-1-2021 through 12-25-2021, CFX achieved service-level goal over 72% of the time
  - Given that the data is summary level, actual service level attainment is considerably higher.
- The only outlier is the Retention campaign which has been covered under a separate finding

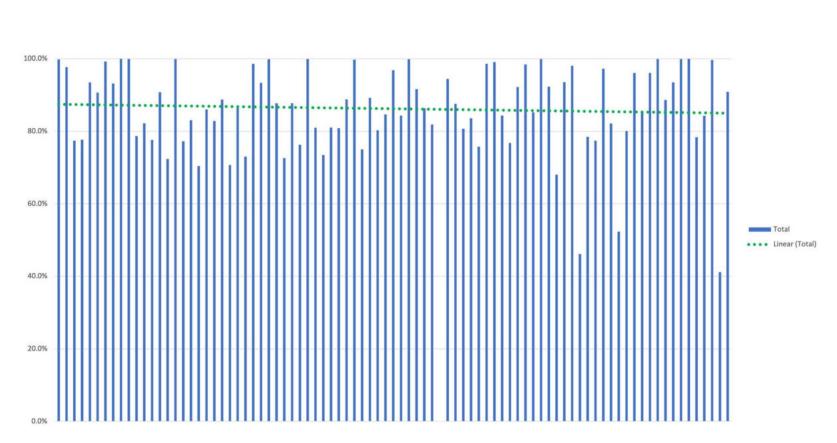
# **APPENDIX A**

# **Supporting Data**

CFX is maintaining agent occupancy above 86%

120.0%

Average Occupancy (All Agents)



• Agent Occupancy as measured between the dates of November 1, 2021, through December 25, 2021, averaged over 86%.



# Face the Future with Confidence

© 2022 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.



# Central Florida Expressway Authority Infinity Ransomware Simulation – March 2022



#### **Memo Description and Objective:**

This memo provides a summary of the tabletop ransomware simulation facilitated by Internal Audit ("IA") for Central Florida Expressway Authority ("CFX") conducted to identify potential improvement opportunities regarding CFX's response to a ransomware attack on the Infinity Tolling System ("Infinity").

#### **Background:**

IA created a simulation in which ransomware was used to attack Infinity as part of the Fiscal Year 2022 Audit Plan. No actual ransomware was used during this simulation, rather, this simulation facilitated a two-hour long "tabletop" session where participants role-played their response to the ransomware attack. In order to review specific activities related to the ransomware response, several of CFX's controls that could prevent an actual ransomware attack were considered to be disabled or ineffective (e.g., user awareness training, anti-phishing capabilities within email systems).

#### **Scope and Approach:**

To develop a realistic scenario, IA reviewed documentation and conducted interviews to gain an understanding of Infinity and the controls CFX could potentially cite during the simulation. IA developed a PowerPoint deck to facilitate the simulation. Within the introduction slides of this PowerPoint deck, several of CFX's current policies were included and reviewed, including CFX's approach to classifying an incident, CFX's Computer Emergency Response Team ("CERT") roles, and the phases of CFX's Incident Response plan. The remainder of the PowerPoint document outlined the simulated actions the attacker took during the release of ransomware into the CFX environment. IA then asked open-ended questions to spurn discussion about the theoretical response activities the CERT team would take during this attack. The final slide of the PowerPoint deck included the questions that are required to be discussion during CFX's "Lessons Learned" activities.

Team members from CFX IT, CFX's Intelligent Transportation System team (who manage message boards and sensors on the roadways), and TransCore (who manages the Infinity system on behalf of CFX) participated in the simulation. The simulation was performed on site at CFX on February 23, 2022.

#### **Results:**

Results of the simulation have been grouped into strengths and recommendations below. Since both the strengths and recommendations are based on discussion and assumptions during the simulation, rather than actual testing of CFX's capabilities, CFX should investigate actual response capabilities to confirm assumptions made during the simulation are accurate.

#### Strengths:

- CFX team members followed their Incident Response plan as required by policy. Activities such as reviewing alerts, generating
  tickets, and investigating events followed the strong framework outlined in CFX's Incident Response plan.
- CFX team members escalated to the appropriate people at the right times. As the simulation increased in intensity, CFX's
  methodology to alert Management and Executives was followed.
- The Infinity system has many different logical locations where transaction data is stored due to the batch-and-forward architecture. This could mean a subset of transactions would be unaffected during a ransomware attack, depending on the systems attacked.
- Both CFX and TransCore teams review transaction activity multiple times during normal business hours and would likely notice
  in a short amount of time if a plaza isn't receiving transactions due to a ransomware attack encrypting them

#### Recommendations:

- Review the systems that have log monitoring and intrusion detection/prevention capabilities.
- Develop detailed documentation regarding the recovery of Infinity from backups.
- Confirm which state agencies, if any, could provide assistance during a ransomware attack, and have their contact information readily available.





# RULES OF ENGAGEMENT

- 1. This is an exercise meant to test the incident response plan.
- 2. If a system or process is misunderstood or misrepresented, please speak up.
- 3. Answer questions realistically.
- There are no show-stoppers. The exercise leader will change the facts during the exercise as needed, either to point the exercise in the right direction or to increase the level of difficulty to further test CFX's response.
- 5. This Scenario was based on some assumptions including the tools, techniques and procedures you may respond with. Certain details may not line up completely with CFX's actuals.
- 6. CFX has multiple controls in place to prevent this from happening, but for this scenario, those controls failed.





# **Most Importantly:**

Don't get frustrated if "the Security Engineer was kidnapped, and all responder's laptops catch on fire." The exercise leader has control over all variables and may inject new facts or variables at any time in order to steer the exercise in the desired direction.

# **Current Situation – 3:00PM on Wednesday**

 The Security Engineer receives an alert from Trustwave informing CFX that there has been anomalous traffic - an unknown payload moved from RPTPRD1 to the CPC server via SMB at 2:30PM



- Can CFX determine what is in the payload?
- Are there any processes or tools that would be used at this point?
- Would Trustwave have sent any additional info?
- Is this an incident? How do you know? How are you declaring it? Would this event be closed?
- What other information would you want to know?

# Situation Update – 6:00PM on Wednesday

- The Security Engineer receives an alert from Trustwave informing CFX that there has been anomalous traffic between RPTPRD1 to CPC.
- A call center employee coming back from lunch states they saw the message "Free Tolls Friday" on a message board.



- Is this related to the payload? How do we know?
- Are any other CFX personnel included at this point?
- What groups need to be notified at this point?
- How long will it take for CFX to adjust the message board back to normal?
  - Should we check any other boards?
- Is there any other investigation going on at this point? Would this event be closed?

# Situation Update - 7:30PM on Wednesday

- The Security Engineer receives an alert from Trustwave informing CFX that there has been anomalous traffic between RPTPRD1 to CPC.
- A call center employee coming back from lunch states they saw the message "Free Tolls Friday" on a message board.
- The Orlando Sentinel calls Michelle Maikisch to get more details on the message on the message board.
- The Sentinel is wondering if the message is true or if CFX has had a breach.



- How would the team accurately communicate the situation to Michelle?
  - What is there thus far to communicate?
  - How will she respond?
- Is anyone else included in response?
- Are we all still in the office at this point?

# **Situation Update – 6:00AM Thursday**

- The Security Engineer receives an alert from Trustwave informing CFX that there has been anomalous traffic between RPTPRD1 to CPC.
- A call center employee coming back from lunch states they saw the message "Free Tolls Friday" on a message board.
- The Orlando Sentinel calls Michelle Maikisch to get more details on the messages on the message board.
- The Sentinel is wondering if the message is true or if CFX has had a breach.
- The servers at the following Mainline Plazas on 528 and Mainline Gantries on 538 have a
  message on their monitors indicating that CFX has 24 hours to pay 26.4110 Bitcoin or the plaza
  servers will be encrypted such that they cannot function:
  - Goldenrod
     Marigold
  - Beachline
     Koa
  - Dallas

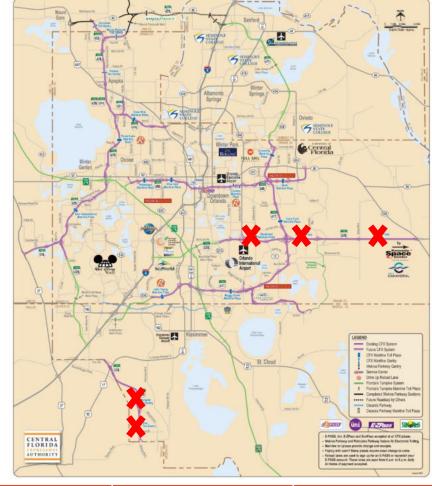


- Who is watching the screens on these servers, would the message be noticed?
- What controls are in place to stop attacker?
- Has this changed the criticality of the incident?
- Would other groups be notified at this point? If so, which?
- Does CFX choose to pay ransom?
- Have any members of the CERT slept since Wednesday?

# Situation Update - 6:00AM Friday

- The Security Engineer receives an alert from Trustwave informing CFX that there has been anomalous traffic between RPTPRD1 to CPC.
- A call center employee coming back from lunch states they saw the message "Free Tolls Friday" on a message board.
- The Orlando Sentinel calls Michelle Maikisch to get more details on the messages on the message board.
- The Sentinel is wondering if the message is true or if CFX has had a breach.
- The servers at the following Mainline Plazas and Gantries are now encrypted:
  - Goldenrod
     Marigold
  - Beachline
     Koa
  - Dallas
- CFX is losing \$10,675.48 every hour, and the attacker has stated that more plazas will be locked if a ransom for 39.6033 Bitcoin isn't paid in 24 hours.

- What controls are in place to stop attacker?
- Has this changed the criticality of the incident?
- Would other groups be notified at this point? If so, which?
- Does CFX choose to pay ransom?

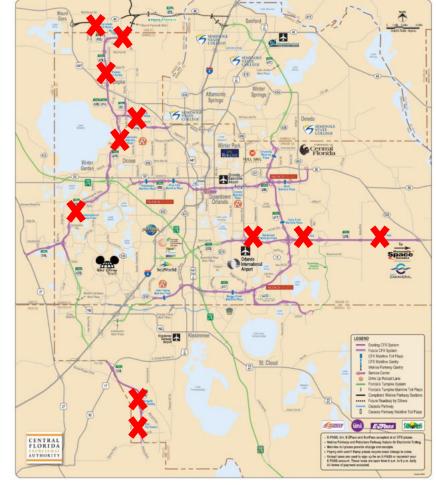


Day / Time	# of Plaza's Encrypted	Amount of USD Lost
7 AM Friday	5	\$10,675.48

# **Situation Update – 6:00AM Saturday**

- The Security Engineer receives an alert from Trustwave informing CFX that there has been anomalous traffic between RPTPRD1 to CPC.
- A call center employee coming back from lunch states they saw the message "Free Tolls Friday" on a message board.
- The Orlando Sentinel calls Michelle Maikisch to get more details on the messages on the message boards.
- The Sentinel is wondering if the message is true or if CFX has had a breach.
- The servers at 5 of the Mainline Plazas and Gantries have been compromised and operations are no longer functioning.
- The attacker has compromised **additional** servers at the following Mainline Plazas and Gantries and operations are no longer functioning:
  - Coral Hills
- Coronado
- Forest Lake
- Mt Plymouth
- Independence
- Ponkan
- CFX is losing \$14,593.68 every hour, and the attacker has stated that more plazas will be locked if a ransom for 52.8044 Bitcoin isn't paid in 24 hours.

- What controls are in place to stop attacker?
- Has this changed the criticality of the incident?
- Would other groups be notified at this point? If so, which?
- Does CFX choose to pay ransom?

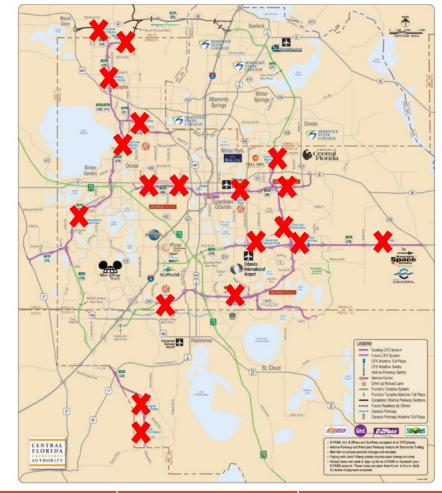


Day / Time	# of Plaza's Encrypted	Amount of USD Lost
7 AM Friday	5	\$10,675.48
7 AM Saturday	11	\$285,398.92

# **Situation Update – 6:00AM Sunday**

- The Security Engineer receives an alert from Trustwave informing CFX that there has been anomalous traffic between RPTPRD1 to CPC.
- A call center employee coming back from lunch states they saw the message "Free Tolls Friday" on a message board.
- The Orlando Sentinel calls Michelle Maikisch to get more details on the messages on the message boards.
- The Sentinel is wondering if the message is true or if CFX has had a breach.
- The attacker has compromised **all remaining** plaza and gantry servers.
- CFX is losing \$89,797.56 every hour, and the attacker has stated that the plazas will remain locked if a ransom for 79.1928 Bitcoin isn't paid in 24 hours.

- What controls are in place to stop attacker?
- · Has this changed the criticality of the incident?
- Would other groups be notified at this point? If so, which?
- Does CFX choose to pay ransom?



Day / Time	# of Plaza's Encrypted	Amount of USD Lost
7 AM Friday	5	\$10,675.48
7 AM Saturday	11	\$285,398.92
7 AM Sunday	19	\$612,921.14

# **Situation Update – 11:00AM Monday**

- The Security Engineer receives an alert from Trustwave informing CFX that there has been anomalous traffic between RPTPRD1 to CPC.
- A call center employee coming back from lunch states they saw the message "Free Tolls Friday" on a message board.
- The Orlando Sentinel calls Michelle Maikisch to get more details on the messages on the message boards.
- The Sentinel is wondering if the message is true or if CFX has had a breach.
- The attacker has compromised all remaining plaza servers.
- CFX is losing \$89,797.56 every hour.
- There is an inability to restore from backups because Hiawassee is also compromised.



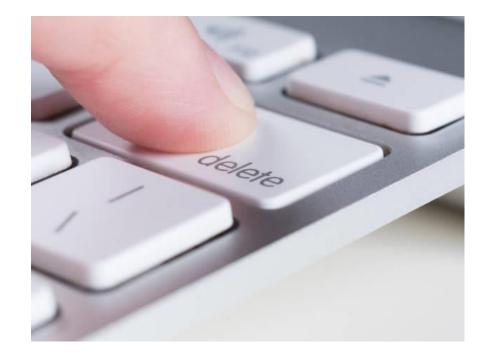
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- What controls are in place to stop attacker?
- Has this changed the criticality of the incident?
- Would other groups be notified at this point? If so, which?
- Does CFX choose to pay ransom?

Day / Time	# of Plaza's Encrypted	Amount of USD Lost
7 AM Friday	5	\$10,675.48
7 AM Saturday	11	\$285,398.92
7 AM Sunday	19	\$612,921.14
11 AM Monday	19	\$3,241,510.09

# **Situation Update – 12:00PM Monday**

- The Security Engineer receives an alert from Trustwave informing CFX that there has been anomalous traffic between RPTPRD1 to CPC.
- A call center employee coming back from lunch states they saw the message "Free Tolls Friday" on a message board.
- The Orlando Sentinel calls Michelle Maikisch to get more details on the messages on the message boards.
- The Sentinel is wondering if the message is true or if CFX has had a breach.
- The attacker has compromised all remaining plaza servers
- CFX is losing \$89,797.56 every hour.
- · There is an inability to restore from backups because Hiawassee is also compromised.
- · Security Engineer finds payload on Infinity server and removes it.



# **Questions**

- What controls are in place to stop attacker?
- · Has this changed the criticality of the incident?
- Would other groups be notified at this point? If so, which?

Day / Time	# of Plaza's Encrypted	Amount of USD Lost
7 AM Friday	5	\$10,675.48
7 AM Saturday	11	\$285,398.92
7 AM Sunday	19	\$612,921.14
11 AM Monday	19	\$3,241,510.09

protivit

# LESSONS LEARNED

- Exactly what happened, and at what times?
- How well did staff and management perform in dealing with the incident? Were the documented procedures followed? Were they adequate?
- · What information was needed sooner?
- Were any steps or actions taken that might have inhibited the recovery?
- What would the staff and management do differently the next time a similar incident occurs?
- How could information sharing with other organizations have been improved?
- What corrective actions can prevent similar incidents in the future?
- What precursors or indicators should be watched for in the future to detect similar incidents?
- What additional tools or resources are needed to detect, analyze, and mitigate future incidents?

# CONSENT AGENDA ITEM #9

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# **MEMORANDUM**

TO: CFX Board Members

FROM: Diego "Woody" Rodriguez, General Counsel

DATE: May 5, 2022

SUBJECT: Approval of Revised Committee Charters

Board approval is requested of the revised Charters of CFX's five standing committees: Audit, Environmental Stewardship, Finance, Operations and Right of Way.

The revisions encompass formatting changes, clarifying language and adding/deleting language to accurately reflect the responsibilities of the committees.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY =

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD AUDIT COMMITTEE CHARTER

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD AUDIT COMMITTEE CHARTER

#### I. PURPOSE

The Audit Committee's primary function is to assist the CFX Board in fulfilling its oversight responsibilities by reviewing the financial information, systems of internal control which Management has established, the audit process, the process for monitoring compliance with laws and regulations and the Code of Ethics. In doing so, it is the responsibility of the Audit Committee to provide an open avenue of communication between the CFX Board, Management, the Internal Auditor, and external auditors. The Audit Committee is provided specific authority to make recommendations to the Chief Financial Officer, the Executive Director and the CFX Board.

#### II. ORGANIZATION

The Audit Committee shall be composed of the following voting members:

- Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies; and
- 7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for

such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports.

#### III. CHAIRMAN SELECTION

The Audit Committee will be chaired on an annual, rotating basis beginning September 1, 2017, in the following order:

- a.) Seminole County Representative
- b.) Osceola County Representative
- c.) One of the Citizen Representatives
- d.) Lake County Representative
- e.) City of Orlando Representative
- f.) Brevard County Representative
- g.) Orange County Representative

The Audit Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

#### IV. SUPPORT STAFF

The Internal Audit Director and the external auditors shall have direct and independent access to the Audit Committee and individually to members of the Audit Committee. The Committee shall have unrestricted access to employees and relevant information. The Committee may retain independent counsel, accountants or others to assist in the conduct of its responsibilities, subject to the CFX procurement policy and budget.

#### V. MEETINGS

The Audit Committee shall meet at least quarterly. Meetings may be called by the CFX Board Chairman, the Audit Committee Chair, or any two Committee members. Public notice shall be provided in accordance with state law.

The agenda will be prepared by the Internal Audit Director and approved by the Chair and provided in advance to members, along with appropriate briefing materials. In the absence of any objection, the Chair or any Committee member may add or subtract agenda items at a meeting. In the event of objection, a majority vote shall decide. The Committee meeting minutes and any Committee recommendations shall be submitted to the CFX Board for consideration.

Committee recommendations shall be submitted to the Board for approval. Final committee meeting minutes shall be submitted to the Board for information.

#### VI. QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants.-In the event of continued absenteeism the Audit Committee Chairman may recommend alternate appointments to the Board.

#### VII. RESPONSIBILITIES

#### A. Financial Reporting Oversight

- 1. Review with Management and the external auditors:
  - The annual financial statements and related footnotes;
  - The external auditors' audit of the financial statements and their report;
  - Management's representations and responsibilities for the financial statements;
  - Any significant changes required in the audit plan;
  - Information from the external auditors regarding their independence;
  - Any difficulties or disputes with Management encountered during the audit;
  - The organization's accounting principles; and
  - All matters required to be communicated to the Committee under generally accepted auditing standards.
- 2. Review with Management, the CFX's financial performance on a regular basis.

#### B. Internal Control and Risk Assessment

- Review with Management the effectiveness of the internal control system, including information technology security and control.
- 4. Review with Management the effectiveness of the process for assessing significant risks or exposures and the steps Management has taken to monitor and control such risks.
- Review any significant findings and recommendations of the Internal Auditor and external auditors together with Management's responses, including the timetable for implementation of recommendations to correct any weaknesses.

#### C. Compliance

6. Review with Management the effectiveness of the system for monitoring compliance with laws and regulations and the results of management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.

#### D. Code of Ethics

- Review with Management and monitor adequacy, administration, and compliance with the CFX's Code of Ethics.
- 8. Review the procedures for the anonymous and confidential submission of complaints and concerns regarding matters such as accounting, internal controls, auditing, waste, abuse, fraud, conflicts of interest, or other Code of Ethics violations.

#### E. Internal Audit

- Recommend to the Board the appointment or removal of the Internal Audit Director.
- 10. Review and approve the annual internal audit plan and all major changes to the plan.
- 11. Review the internal audit budget and submit to the Finance Committee.
- 12. Review and approve the Internal Audit Department Charter.
- 13. Review internal audit reports and recommend transmittal and acceptance of the audit for filing with the governing Board which shall be accomplished by separate item on the Consent Agenda at a regularly scheduled meeting.
- 14. Review annually the performance of the Internal Audit Director.
- 15. Review annually the effectiveness of the internal audit function.

#### F. External Audit

- Appoint an—Audit Committee <u>MemberMembers</u> to serve on the Selection Committee for all external audit services.
- 17. Recommend to the CFX Board the external auditors to be appointed and the related compensation.
- 18. Review and approve the discharge of the external auditors.
- 19. Review the scope and approach of the annual audit with the external auditors.
- 20. Approve all non-audit services provided by the external auditors.

G	Other	Authority	and Res	ponsibilities
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- 21. Conduct other activities as requested by the CFX Board.
- 22. Conduct or authorize investigations into any matter within the Committee's scope of responsibilities.
- 23. Address any disagreements between Management and the Internal Auditor or external auditors.
- 24. Annually evaluate the Committee's <u>responsibilities as outlined in this Charter</u> and <u>individual member's performance</u>.
  - 25 Review the Committee's formal Charter annually and updatemake recommendations, as needed.
- 25. Confirm annually that all responsibilities outlined in this Charter have been carried out

	<del>Jay Madara</del>
	Board Chairman
TEST:	
Board Services Coordinator	
	Approved as to form and legality:

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD ENVIRONMENTAL STEWARDSHIP COMMITTEE CHARTER

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD ENVIRONMENTAL STEWARDSHIP COMMITTEE CHARTER

### I. PURPOSE

The Environmental Stewardship Committee's primary function is to assist the CFX Board in fulfilling its responsibilities by <u>making recommendations regarding for</u> the protection of the natural environment through conservation and sustainable practices. <del>CFX is committed to developing and maintaining a world class mobility network while balancing and supporting the protection of the natural environment.</del>

### II. RESPONSIBILITIES

The Environmental Stewardship Committee is responsible for evaluating <u>and providing</u> recommendations to the Executive Director, Chief of Infrastructure and the CFX Board regarding projects and programs designed to support the responsible use and protection of the natural environment through conservation and sustainable practices and make recommendations to the CFX Board.

### III. ORGANIZATION

The Environmental Stewardship Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies; and
- 7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments

shall be for two years commencing upon appointment which term may be renewed. In the event of continued absenteeism, the Chair may recommend alternate appointments to the Board. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have expertise in environmental protection, conservation and restoration practices and/or sustainability programs.

## IV. CHAIRMAN SELECTION

The Environmental Stewardship Committee will be chaired on an annual, rotating basis beginning April 1, 2020, in the following order:

- a.) Osceola County Representative
- b) Lake County Representative
- c.) One of the Citizen Representatives
- d.) Orange County Representative
- e.) Brevard County Representative
- f.) Seminole County Representative
- g.) City of Orlando Representative

The Environmental Stewardship Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

## V. SUPPORT STAFF

The Central Florida Expressway Authority Chief of Infrastructure or a designee determined by the Executive Director shall serve as an advisor to the Committee and may retain independent consultants to assist in the conduct of CFX responsibilities, subject to the CFX's procurement policy and budget.

## VI. MEETINGS

The Environmental Stewardship Committee shall meet as required to <u>adequately fulfill</u> <u>Committee responsibilities.</u> review projects and programs designed to support the responsible use and protection of the natural environment and provide guidance to CFX staff and consultants. Meetings may be called by the Executive Director <u>or</u>, Chief of Infrastructure or the Environmental Stewardship Committee Chair.

An agenda will be prepared by the Executive Director and the Chief of Infrastructure and will be provided in advance to members, along with appropriate briefing materials. Public notice shall be provided in accordance with state law.

Committee recommendations shall be submitted to the Board for approval. Draft Final committee meeting minutes and any other Committee actions shall be submitted to the Board for information and/or approval.

## VII. QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants. In the event of continued absenteeism, the Environmental Stewardship Committee Chairman may recommend that the Board make alternate appointments.

ADOPT	ED this day of March	<del>2020.</del>	
		Brenda Carey	
		Board Chairman	
FTEST:	Mimi Lamaute		
	Board Services Coordinator		
	Bourd Services Coordinator		
		Approved as to form and legality:	
	Diego "Wo	<del>oody" Rodriguez</del>	
	Biego Wo	General Counsel	

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD FINANCE COMMITTEE CHARTER

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## CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD FINANCE COMMITTEE CHARTER

#### I. PURPOSE

The Finance Committee's primary function is to assist the CFX Board in fulfilling its responsibilities by making providing financial and budgetary recommendations oversight and guidance.

## II. RESPONSIBILITIES

The Finance Committee is responsible for evaluating conducting reviews and associated providing recommendations to the Executive Director, Chief Financial Officer and the CFX Board regarding capital budgeting, debt structure and issuance, liquidity, credit management, financial forecasting and interest rate risk management.

## III. ORGANIZATION

The Finance Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies; and
- 7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have financial management expertise in governmental accounting and experience in public finance.

## IV. CHAIRMAN SELECTION

The Finance Committee will be chaired on an annual, rotating basis beginning September 1, 2017, in the following order:

a.) Lake County Representative

b.) One of the Citizen Representatives

c.) Orange County Representative

d.) Brevard County Representative

e.) Seminole County Representative

f.) City of Orlando Representative

g.) Osceola County Representative

The Finance Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

## V. SUPPORT STAFF

The Central Florida Expressway Authority Chief Financial Officer or a designee determined by the Executive Director shall serve as an advisor to the Committee and may retain independent consultants to assist in the conduct of CFX responsibilities, subject to CFX's procurement policy and budget.

## VI. MEETINGS

The Finance Committee shall meet as required to review financial and budgetary matters and provide guidance to CFX staff and consultants. Meetings may be called by the Executive Director or, Chief Financial Officer or the Finance Committee Chair. Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the Chief Financial Officer and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for financial and budgetary actions shall be submitted to the Board for approval. DraftFinal committee meeting minutes and any other Committee actions shall be submitted to the CFX-Board for information.

## VII. QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants. In the event of continued absenteeism, the Finance Committee Chairman may recommend that the Board make alternate appointments.

ADOPTED this day of	<u>2021.</u>
ATTECT	: ———Buddy Dyer ——Board Chairman
ATTEST:  Mimi Lamaute  Board Services Coordinator	Approved as to form and legality:
Diego "Woody" Rodriguez	— General Counsel

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY —

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD **OPERATIONS COMMITTEE CHARTER**

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD OPERATIONS COMMITTEE CHARTER

#### I. PURPOSE

The Operations Committee's primary function is to assist the CFX Board in fulfilling its responsibilities by <u>making recommendations regarding operational projects and programs</u>reviewing operational information, toll collection and violation processing functions, and established agency performance indicators to monitor agency operations. The Operations Committee has the specific responsibility and authority to make recommendations to the Executive Director and the CFX Board regarding operational issues.

## II. RESPONSIBILITIES

The Operations Committee is responsible for evaluating and providing recommendations to the Executive Director, Chief of Technology/Operations and the CFX Board regarding customer service and toll operations.

- 1. Review with Management:
  - <u>Toll revenue collection results;</u>
  - <u>Toll violation reports;</u>
  - Any proposed changes to operational policies;
  - '- Any proposed changechanges to the CFX Operational Business Rules;
  - Any additions or changes to CFX interoperability agreements with other agencies.
- 2. Review with management the CFXsCFX's annual operational performance as reported by the FTC Transportation Authority Monitoring and Oversight report.
- 3. Review with management the results of the bi-annual customer service survey.
- 4. Review with management the performance of the toll collection and back office staffing of consultants.
- 5. Conduct other operational activities as requested by the CFX Board.

#### III. ORGANIZATION

The Operations Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;

- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies; and,
- 7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have operations and management experience.

Committee members should have operations and management experience.

#### IV. CHAIRMAN SELECTION

The Operations Committee will be chaired on an annual, rotating basis beginning September 1, 2017, in the following order:

<u>a.)</u> One of the Citizen Representatives	
b.) Lake County Representative	
c.) Osceola County Representative	
d.) Orange County Representative	
e.)_Brevard County Representative	
f.) Seminole County Representative	
<u>g.)</u> City of Orlando Representative	

The Operations Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

## V. SUPPORT STAFF

The Central Florida Expressway Authority Chief of Technology/Operations or a designee determined by the Executive Director and Operating Officer shall serve as an advisor to the Committee and may retain independent consultants to assist in the conduct of CFX responsibilities, subject to CFX's procurement policy and budget.

#### **Y-VI.** MEETINGS

The Operations Committee shall meet as required to adequately fulfill Committee responsibilities. Meetings may be called by the Executive Director or , the CFX Board Chairman, Chief of Technology/Operations and Operating Officer or the Operations Committee Chair. Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the Chief of Technology/Operations &and Operating Officer and provided in advance to members, along with appropriate briefing materials.

Committee recommendations shall be submitted to the Board for approval. Final Draft committee meeting minutes shall be submitted to the Board for information and/or approval as required.

## **VI.VII. QUORUM**

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants. In the event of continued absenteeism, the Operations Committee Chairman may recommend that the Board make alternate appointments.

ADOPTED this	day of March 2020.		
		Buddy Dyer	

	Board Chairman
ATTEST:Mimi Lamaute  Board Services Coordinato	= <del>-</del>
	Approved as to form and legality:
	— Diego "Woody" Rodriguez  — General Counsel

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD RIGHT OF WAY COMMITTEE CHARTER

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## **CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD**

## RIGHT OF WAY COMMITTEE CHARTER

#### I. PURPOSE

The Right of Way Committee's primary function is to assist the CFX Board in fulfilling its responsibilities by providing oversight and control of making recommendations regarding the property acquisition and disposition process.

The Right of Way Committee shall oversee and assist the CFX right of way activities. Delegation of authority for right of way acquisition activities recognizes the practical need to conduct negotiations for property acquisition, business damage claims and other matters pertinent to real estate transactions in confidence until such time as a settlement is reached.

## II. RESPONSIBILITIES

The Right of Way Committee is responsible for <u>evaluating conducting reviews</u> and <u>associated providing recommendations</u> to the <u>Executive Director, General Counsel and the CFX Board regarding property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements.</u>

#### III. ORGANIZATION

The Right of Way Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;

- 3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative <u>and a designated substitute to serve in their absence, appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies; and</u>
- 7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. <u>The Committee members will serve at the pleasure of their respective jurisdictions.</u> County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

#### IV. CHAIRMAN SELECTION

The Right of Way Committee will be chaired on an annual, rotating basis beginning on September 1, 2017, in the following order:

- a.) Orange County Representative
- b.) City of Orlando Representative
- c.) Seminole County Representative
- d.) One of the Citizen Representatives
- e.) Osceola County Representative
- f.) Lake County Representative
- g.) Brevard County Representative

The Right of Way Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

## V. SUPPORT STAFF

The CFXThe Central Florida Expressway Authority General Counsel's office and Right of Way Counsel or a designee determined by the Executive Director shall serve as advisors to the Committee. The CFX General Counsel's office shall provide support to the Committee and and may retain independent consultants to assist in the conduct of CFX responsibilities, subject to the CFX's procurement policy and budget.

## VI. CONDUCT OF BUSINESS

The Right of Way Committee shall conduct business in accordance with the Central Florida Expressway Authority Property Acquisition and Disposition Procedures Manual.

#### VII. MEETINGS

The Right of Way Committee shall meet as required to review negotiations and provide <u>recommendations guidance</u> to General Counsel, acquisition staff and consultants. Meetings may be called by the Executive Director<u>or</u>, General Counsel

or the Right of Way Committee Chair. Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the General Counsel and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for right of way acquisition and disposition shall be submitted to the Board for approval. Final Draft committee meeting minutes and any other Committee recommendations shall be submitted to the Board for information and/or approval.

#### VIII. QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants. In the event of continued absenteeism, the Right of Way Committee Chairman may recommend that the Board make alternate appointments.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY =

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD **AUDIT COMMITTEE CHARTER**

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## CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD AUDIT COMMITTEE CHARTER

#### I. PURPOSE

The Audit Committee's primary function is to assist the CFX Board in fulfilling its oversight responsibilities by reviewing the financial information, systems of internal control which Management has established, the audit process, the process for monitoring compliance with laws and regulations and the Code of Ethics. In doing so, it is the responsibility of the Audit Committee to provide an open avenue of communication between the CFX Board, Management, the Internal Auditor, and external auditors. The Audit Committee is provided specific authority to make recommendations to the Chief Financial Officer, the Executive Director and the CFX Board.

#### II. ORGANIZATION

The Audit Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies; and
- 7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for Revised May 12, 2022

such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports.

## III. CHAIRMAN SELECTION

The Audit Committee will be chaired on an annual, rotating basis beginning September 1, 2017, in the following order:

- a.) Seminole County Representative
- b.) Osceola County Representative
- c.) One of the Citizen Representatives
- d.) Lake County Representative
- e.) City of Orlando Representative
- f.) Brevard County Representative
- g.) Orange County Representative

The Audit Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

## IV. SUPPORT STAFF

The Internal Audit Director and the external auditors shall have direct and independent access to the Audit Committee and individually to members of the Audit Committee. The Committee shall have unrestricted access to employees and relevant information. The Committee may retain independent counsel, accountants or others to assist in the conduct of its responsibilities, subject to the CFX procurement policy and budget.

## V. MEETINGS

The Audit Committee shall meet at least quarterly. Meetings may be called by the CFX Board Chairman, the Audit Committee Chair, or any two Committee members. Public notice shall be provided in accordance with state law.

The agenda will be prepared by the Internal Audit Director and approved by the Chair and provided in advance to members, along with appropriate briefing materials. In the absence of any objection, the Chair or any Committee member may add or subtract agenda items at a meeting. In the event of objection, a majority vote shall decide. Committee recommendations shall be submitted to the Board for approval. Final committee meeting minutes shall be submitted to the Board for information.

## VI. QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants. In the event of continued absenteeism the Audit Committee Chairman may recommend alternate appointments to the Board.

## VII. RESPONSIBILITIES

## A. Financial Reporting Oversight

- 1. Review with Management and the external auditors:
  - The annual financial statements and related footnotes:
  - The external auditors' audit of the financial statements and their report;
  - Management's representations and responsibilities for the financial statements;
  - Any significant changes required in the audit plan;
  - Information from the external auditors regarding their independence;
  - Any difficulties or disputes with Management encountered during the audit;
  - The organization's accounting principles; and
  - All matters required to be communicated to the Committee under generally accepted auditing standards.
- 2. Review with Management, the CFX's financial performance on a regular basis.

## B. <u>Internal Control and Risk Assessment</u>

- 3. Review with Management the effectiveness of the internal control system, including information technology security and control.
- 4. Review with Management the effectiveness of the process for assessing significant risks or exposures and the steps Management has taken to monitor and control such risks.

5. Review any significant findings and recommendations of the Internal Auditor and external auditors together with Management's responses, including the timetable for implementation of recommendations to correct any weaknesses.

## C. Compliance

6. Review with Management the effectiveness of the system for monitoring compliance with laws and regulations and the results of management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.

#### D. Code of Ethics

- 7. Review with Management and monitor adequacy, administration, and compliance with the CFX's Code of Ethics.
- 8. Review the procedures for the anonymous and confidential submission of complaints and concerns regarding matters such as accounting, internal controls, auditing, waste, abuse, fraud, conflicts of interest, or other Code of Ethics violations.

#### E. Internal Audit

- 9. Recommend to the Board the appointment or removal of the Internal Audit Director.
- 10. Review and approve the annual internal audit plan and all major changes to the plan.
- 11. Review the internal audit budget and submit to the Finance Committee.
- 12. Review and approve the Internal Audit Department Charter.
- 13. Review internal audit reports and recommend transmittal and acceptance of the audit for filing with the governing Board which shall be accomplished by separate item on the Consent Agenda at a regularly scheduled meeting.
- 14. Review annually the performance of the Internal Audit Director.
- 15. Review annually the effectiveness of the internal audit function.

## F. External Audit

- 16. Appoint Audit Committee Members to serve on the Selection Committee for all external audit services.
- 17. Recommend to the CFX Board the external auditors to be appointed and the related compensation.
- 18. Review and approve the discharge of the external auditors.
- 19. Review the scope and approach of the annual audit with the external auditors.
- 20. Approve all non-audit services provided by the external auditors.

## G. Other Authority and Responsibilities

- 21. Conduct other activities as requested by the CFX Board.
- 22. Conduct or authorize investigations into any matter within the Committee's scope of responsibilities.

- 23. Address any disagreements between Management and the Internal Auditor or external auditors.
- 24. Annually evaluate the Committee's responsibilities as outlined in this Charter and make recommendations, as needed.
- 25. Confirm annually that all responsibilities outlined in this Charter have been carried out.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD ENVIRONMENTAL STEWARDSHIP COMMITTEE CHARTER

I.	PURPOSE	2
II.	RESPONSIBILITIES	2
III.	ORGANIZATION	2
IV.	CHAIRMAN SELECTION	3
V.	SUPPORT STAFF	3
VI.	MEETINGS	3
	. OUORUM	

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD ENVIRONMENTAL STEWARDSHIP COMMITTEE CHARTER

## I. PURPOSE

The Environmental Stewardship Committee's primary function is to assist the CFX Board in fulfilling its responsibilities by making recommendations regarding the protection of the natural environment through conservation and sustainable practices.

#### II. RESPONSIBILITIES

The Environmental Stewardship Committee is responsible for evaluating and providing recommendations to the Executive Director, Chief of Infrastructure and the CFX Board regarding projects and programs designed to support the responsible use and protection of the natural environment through conservation and sustainable practices.

## III. ORGANIZATION

The Environmental Stewardship Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies; and
- 7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have expertise in environmental protection, conservation and restoration practices and/or sustainability programs.

## IV. CHAIRMAN SELECTION

The Environmental Stewardship Committee will be chaired on an annual, rotating basis beginning April 1, 2020, in the following order:

- a.) Osceola County Representative
- b) Lake County Representative
- c.) One of the Citizen Representatives
- d.) Orange County Representative
- e.) Brevard County Representative
- f.) Seminole County Representative
- g.) City of Orlando Representative

The Environmental Stewardship Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

## V. SUPPORT STAFF

The Central Florida Expressway Authority Chief of Infrastructure or a designee determined by the Executive Director shall serve as an advisor to the Committee and may retain independent consultants to assist in the conduct of CFX responsibilities, subject to CFX's procurement policy and budget.

#### VI. MEETINGS

The Environmental Stewardship Committee shall meet as required to adequately fulfill Committee responsibilities. Meetings may be called by the Executive Director or Chief of Infrastructure.

An agenda will be prepared by the Executive Director and the Chief of Infrastructure and will be provided in advance to members, along with appropriate briefing materials. Public notice shall be provided in accordance with state law.

Committee recommendations shall be submitted to the Board for approval. Final committee meeting minutes shall be submitted to the Board for information.

## VII. QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants. In the event of continued absenteeism, the Environmental Stewardship Committee Chairman may recommend that the Board make alternate appointments.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD FINANCE COMMITTEE CHARTER

I.	PURPOSE	.2
II.	RESPONSIBILITIES	.2
	ORGANIZATION	
	CHAIRMAN SELECTION	
	SUPPORT STAFF	
	MEETINGS	
VII	. OUORUM	.4

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD FINANCE COMMITTEE CHARTER

## I. PURPOSE

The Finance Committee's primary function is to assist the CFX Board in fulfilling its responsibilities by making financial and budgetary recommendations.

## II. RESPONSIBILITIES

The Finance Committee is responsible for evaluating and providing recommendations to the Executive Director, Chief Financial Officer and the CFX Board regarding capital budgeting, debt structure and issuance, liquidity, credit management, financial forecasting and interest rate risk management.

## III. ORGANIZATION

The Finance Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies; and
- 7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have financial management expertise in governmental accounting and experience in public finance.

## IV. CHAIRMAN SELECTION

The Finance Committee will be chaired on an annual, rotating basis beginning September 1, 2017, in the following order:

- a.) Lake County Representative
- b.) One of the Citizen Representatives
- c.) Orange County Representative
- d.) Brevard County Representative
- e.) Seminole County Representative
- f.) City of Orlando Representative
- g.) Osceola County Representative

The Finance Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

## V. SUPPORT STAFF

The Central Florida Expressway Authority Chief Financial Officer or a designee determined by the Executive Director shall serve as an advisor to the Committee and may retain independent consultants to assist in the conduct of CFX responsibilities, subject to CFX's procurement policy and budget.

## VI. MEETINGS

The Finance Committee shall meet as required to review financial and budgetary matters and provide guidance to CFX staff and consultants. Meetings may be called by the Executive Director or Chief Financial Officer. Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the Chief Financial Officer and provided in advance to members, along with appropriate briefing materials.

Committee recommendations shall be submitted to the Board for approval. Final committee meeting minutes shall be submitted to the Board.

## VII. QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants. In the event of continued absenteeism, the Finance Committee Chairman may recommend that the Board make alternate appointments.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD **OPERATIONS COMMITTEE CHARTER**

I.	PURPOSE	2
II.	RESPONSIBILITIES	2
III.	ORGANIZATION	2
	CHAIRMAN SELECTION	
	SUPPORT STAFF	
VI.	MEETINGS	3
	. OUORUM	

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD OPERATIONS COMMITTEE CHARTER

## I. PURPOSE

The Operations Committee's primary function is to assist the CFX Board in fulfilling its responsibilities by making recommendations regarding operational projects and programs.

## II. RESPONSIBILITIES

The Operations Committee is responsible for evaluating and providing recommendations to the Executive Director, Chief of Technology/Operations and the CFX Board regarding customer service and toll operations.

## III. ORGANIZATION

The Operations Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
- 6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies; and,
- 7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have operations and management experience.

#### IV. CHAIRMAN SELECTION

The Operations Committee will be chaired on an annual, rotating basis beginning September 1, 2017, in the following order:

- a.) One of the Citizen Representatives
- b.) Lake County Representative
- c.) Osceola County Representative
- d.) Orange County Representative
- e.) Brevard County Representative
- f.) Seminole County Representative
- g.) City of Orlando Representative

The Operations Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

## V. SUPPORT STAFF

The Central Florida Expressway Authority Chief of Technology/Operations or a designee determined by the Executive Director shall serve as an advisor to the Committee and may retain independent consultants to assist in the conduct of CFX responsibilities, subject to CFX's procurement policy and budget.

## VI. MEETINGS

The Operations Committee shall meet as required to adequately fulfill Committee responsibilities. Meetings may be called by the Executive Director or the Chief of Technology/Operations. Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the Chief of Technology/Operations and provided in advance to members, along with appropriate briefing materials.

Committee recommendations shall be submitted to the Board for approval. Final committee meeting minutes shall be submitted to the Board for information.

## VII. QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants. In the event of continued absenteeism, the Operations Committee Chairman may recommend that the Board make alternate appointments.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD RIGHT OF WAY COMMITTEE CHARTER

I.	PURPOSE	. 2
II.	RESPONSIBILITIES	. 2
III.	ORGANIZATION	. 2
IV.	CHAIRMAN SELECTION	. 3
	SUPPORT STAFF	
VI.	CONDUCT OF BUSINESS	. 4
VII.	MEETINGS	. 4
VIII.	OUORUM	. 4

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD RIGHT OF WAY COMMITTEE CHARTER

## I. PURPOSE

The Right of Way Committee's primary function is to assist the CFX Board in fulfilling its responsibilities by making recommendations regarding the property acquisition and disposition process.

## II. RESPONSIBILITIES

The Right of Way Committee is responsible for evaluating and providing recommendations to the Executive Director, General Counsel and the CFX Board regarding property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements.

#### III. ORGANIZATION

The Right of Way Committee shall be composed of the following voting members:

- 1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
- 2. City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
- 3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
- 4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
- 5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;

- 6. Brevard County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies; and
- 7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

#### IV. CHAIRMAN SELECTION

The Right of Way Committee will be chaired on an annual, rotating basis beginning September 1, 2017, in the following order:

- a.) Orange County Representative
- b.) City of Orlando Representative
- c.) Seminole County Representative
- d.) One of the Citizen Representatives
- e.) Osceola County Representative
- f.) Lake County Representative
- g.) Brevard County Representative

The Right of Way Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

#### V. SUPPORT STAFF

The Central Florida Expressway Authority General Counsel's office and Right of Way Counsel or a designee determined by the Executive Director shall serve as advisors to

the Committee and may retain independent consultants to assist in the conduct of CFX responsibilities, subject to CFX's procurement policy and budget.

#### VI. CONDUCT OF BUSINESS

The Right of Way Committee shall conduct business in accordance with the Central Florida Expressway Authority Property Acquisition and Disposition Procedures Manual.

#### VII. MEETINGS

The Right of Way Committee shall meet as required to review negotiations and provide recommendations to General Counsel, acquisition staff and consultants. Meetings may be called by the Executive Director or General Counsel. Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the General Counsel and provided in advance to members, along with appropriate briefing materials.

Committee recommendations shall be submitted to the Board for approval. Final committee meeting minutes shall be submitted to the Board for information.

#### VIII. QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants. In the event of continued absenteeism, the Right of Way Committee Chairman may recommend that the Board make alternate appointments.

## CONSENT AGENDA ITEM #10

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: **CFX Board Members** 

Aneth Williams FROM:

DATE: April 19, 2022

**SUBJECT:** Approval of Supplemental Agreement No. 10 with AutoBase, Inc. for

Road Ranger Safety Service Patrol

Contract No. 001437

Board approval of Supplemental Agreement No. 10 with AutoBase, Inc. for an amount of \$294,000.00 is requested. The original contract was for five years with five one-year renewals.

This purchase is for three (3) fully equipped Road Ranger trucks including Dynamic Message Signs to ensure proper response time to better serve CFX customers.

Original Contract	\$6,295,550.00
Supplemental Agreement No. 1	\$ 950,000.00
Supplemental Agreement No. 2	\$ 13,132.58
Supplemental Agreement No. 3	\$ 18,000.00
Supplemental Agreement No. 4	\$ 85,000.00
Supplemental Agreement No. 5	\$ 18,000.00
Supplemental Agreement No. 6	\$ 26,436.82
Supplemental Agreement No. 7	\$ 311,029.44
Supplemental Agreement No. 8	\$ 18,000.00
Supplemental Agreement No. 9	\$ 30,000.00
Supplemental Agreement No. 10	\$ 294,000.00
Total	\$8,059,148.84

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE

Director of Maintenance

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 10 entered into this 12<sup>th</sup> day of May 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes the CONTRACTOR to purchase three (3) new F-250 fully equipped trucks including; LiteSys Dynamic Message Sign (DMS) boards to complement the fleet used by the Road Ranger Safety Service Patrol in an amount of \$294,000.00; and,
- 2. The CONTRACTOR hereby agrees to purchasing three (3) new F-250 fully equipped trucks including LiteSys DMS boards; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 10 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 10; that acceptance of this Supplemental Agreement No.10 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.
- 4. This Supplemental Agreement No. 10 is necessary to facilitate the purchase of three (3) new F-250 trucks with LiteSys DMS boards for Road Ranger Safety Patrol Services.

Contract Name:	Road Ranger Safety Service	e Patrol
Contract No.:	001437	
Amount of Changes	s to this document: \$294,000.0	0
This Supplemental above.	Agreement No. 10 entered in	to as of the day and year first written
CENTRAL FLOR	IDA EXPRESSWAY AUTH	ORITY
By:		
Aneth Willi	ams, Director of Procurement	
Date:		
AUTOBASE, INC		
By:	norized Signature	
Auth	norized Signature	
Print Name:		<u> </u>
Title:		
<b>.</b>		
Attest:Nota	nry	<u> </u>
Date:		
		Approved as to form and legality by legal
		counsel to the Central Florida
		Expressway Authority on this day of, 2022 for its exclusive use
		and reliance.
		By:
		By: Diego "Woody" Rodriguez, General Counsel



Don,

The CFX Road Ranger fleet is approaching a critical time as we evaluate the current condition of the vehicles and project our expected timeline towards the end of the contract. As you recall, CFX originally provided seven trucks to cover six different routes for a total of 16 hours a day, Sunday through Saturday. After the first year we quickly assessed the number of trucks would be inadequate given the demands of responding to CFX motorists and increase in hours. We were pleased to be given an additional spare in 2020 as it helped us maintain our fleet to support the program. In 2021, we then recognized a growing need to increase coverage along SR 417 as the central Florida population and motorists activity grew. CFX again supported our request to add the coverage and an additional vehicle to the fleet for a new total of nine trucks.

As we have continued fulfilling the contract requirements of the Road Ranger program and maintaining our fleet, other challenges have now impacted the health of the fleet. On March 25<sup>th</sup>, 2022 CFX Road Ranger truck OR-6 was struck while supporting a closed lane on SR 408. This accident immediately removed one of our spare vehicles from the fleet and brought our fleet count to eight. As AutoBase continues to look for the fastest resolution on repairing this vehicle, we conducted an analysis of our fleet in its entirety. This fleet analysis has identified some concerns that we wanted to share with you and present a request to support the Road Ranger program.

The majority (six out of nine) of our CFX Road Ranger trucks currently have over 300,000 miles. All but two trucks in the fleet are gasoline engines. This is a major concern since we are nearing or even past some of the life expectancy of these vehicles. Thankfully, we have continued to manage detailed maintenance plans to keep the trucks in service, but we have a growing concern that some of the vehicles will not make it past 9-12 months at the current pace.

At this time, we would like to request CFX to purchase three additional trucks that would be added to our fleet. These trucks would supplement the current fleet and bring the new total to 12 vehicles. With the current challenge of new truck inventory, we believe we can have the trucks built and outfitted for service in approximately six months from date of approval. By adding three vehicles to the fleet it would ensure there is no loss of coverage to the CFX Road Ranger program should another vehicle get struck in an accident or if any vehicles reach the end of their usable lifecycle. The three vehicles would provide flexibility in the fleet coverage to perform high-mileage maintenance on the original trucks. Additionally, we would recommend to purchase the same vehicle make/model, but all new vehicles would be a diesel engine to increase the life of the vehicles and strengthen the fleet. The plan would be to add these vehicles to the fleet and then reassess every three months as we approach the end of the contract. AutoBase believes that three additional trucks would be the minimum threshold to ensure adequate coverage for another 12-15 months.

Below is the current mileage of the CFX fleet, as well as our current projected mileage if we did not supplement with three trucks. By adding three vehicles to the fleet, the overall mileage would decrease by approximately 25-30% as we would now cover the same routes and mileage with 12 trucks instead of 9.



CFX	Fleet Analy	ysis	Projected Mileage and Timeline (without adding trucks to the fleet)				leet)			
Truck	April '22 Mileage	Weekly AVG	3 months	6 months	9 months	ONE YEAR	15 months	18 months	21 months	TWO YEAR
OR-1N	397,093	2,487	429,419	461,745	494,070	526,396	558,722	591,048	623,374	675,592
OR-1S	61,916	2,573	95,368	128,819	162,271	195,722	229,174	262,626	296,077	350,114
OR-7	103,158	1,219	119,008	134,857	150,707	166,556	182,406	198,256	214,105	239,708
OR-6	204,838	1,967	230,414	255,990	281,567	307,143	332,719	358,295	383,871	425,187
OR-3W	321,131	2,298	351,002	380,874	410,745	440,617	470,488	500,359	530,231	578,485
OR-5	343,189	2,256	372,520	401,850	431,181	460,511	489,842	519,173	548,503	595,883
OR-3E	363,221	2,366	393,979	424,737	455,495	486,253	517,011	547,769	578,527	628,213
OR-4	389,691	2,309	419,713	449,735	479,758	509,780	539,802	569,824	599,846	648,344
OR-2	412,263	2,060	439,043	465,823	492,603	519,383	546,163	572,943	599,723	642,983
Average	288,500	2,171	316,718	344,937	373,155	401,373	429,592	457,810	486,029	531,612
Median	343,189	2,298	372,520	401,850	431,181	460,511	489,842	519,173	548,503	595,883

#### **Cost to Central Florida Expressway**

The cost for one CFX Road Ranger truck includes a new F-250 Utility Body (Crew Cab and diesel engine), a new LiteSys Dynamic Message Sign board, and all the associated equipment and tools to place the vehicle in service. The total cost is \$98,000 per truck.

Currently, AutoBase is requesting the purchase of three CFX Road Ranger trucks to supplement our current fleet of nine vehicles. If approved, this would bring the CFX Road Ranger fleet to a total of 12 trucks. The total cost for three CFX Road Ranger trucks would be \$294,000.00

If approved, AutoBase would place the order for the trucks immediately and we would anticipate a four to six month timeline to receive, build, and deploy the trucks for service. Thank you for your time and concern.

Very Respectfully,

Matthew Frazier

Regional Vice President-South

AutoBase, Inc

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 9 entered into this 27<sup>th</sup> day of January 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

#### WITNESETH:

WHEREAS, CFX have determined it necessary to increase the Contract amount by \$30,000.00 to compensate the CONTRACTOR for increases to the hourly rate of the Road Rangers from \$18.00 to \$20.00, and the hourly rate for Road Ranger Services from \$38.81 to \$40.97; and,

- The CONTRACTOR hereby agrees to the rate increases for Road Rangers and Road Ranger services beginning February 1, 2022 as outlined in Attachment "A"; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 9 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 9; that acceptance of this Supplemental Agreement No. 9 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.
- This Supplemental Agreement No. 9 is necessary to facilitate wage increases for Road Rangers and increase bill rate for Road Ranger Services.

Contract Name:	Road Ranger Safety Service	Patrol
Contract No.:	001437	
Amount of Changes to	o this document: \$30,000.00	
This Supplemental A above.	greement No. 9 entered int	o as of the day and year first written
CENTRAL FLORII	OA EXPRESSWAY AUTH	ORITY
By: Aneth Will	Date: 2022:01:28 13:30:31 -03 0	ms O'
	Director of Procurement	
Date:		
AUTOBASE, INC.  By: Author	Subella ized Signature	
Print Name: Donna	a LaBella	_
Title: Presiden	t	
Attest: Julle	Horido	_
Notary Date: January 28,	2022	
- January 20,		
I AUREN CLOUDE		Approved as to form and legality by legal

NOTARY PUBLIC, STATE OF NEW YORK NO. 01 CL6355339 QUALIFIED IN NASSAU COUNTY MY COMMISSION EXPIRES MARCH 6, 2025

egal counsel to the Central Florida Expressway Authority on this day of 2022 for its exclusive use and reliance.

Diego "Woods" Rodriguez, General Counsel

#### Attachment "A"



AutoBase Inc.

326 Bayview Avenue Amityville, NY 11701 877-642-5780 www.autobasecorp.com

January 21st, 2022

Re: Request for Increasing Road Ranger Wages on the Central Florida Expressway

Don,

The national inflation rate and increase in CPI has posed multiple challenges to every American. The current rate of inflation is soaring past many of the wage increases for hourly positions. AutoBase has not been immune to these challenges for our own Road Rangers operating as hourly employees.

This challenge for cost of wages is compounded with many other companies offering competitive employment opportunities to fill high-demand jobs. In an effort to ensure we retain our highly qualified and safe operators; we recommend that the CFX considers an increase of our billable hourly rate that would serve to increase the hourly wages of our employees directly. This request would be designed to have zero impact to AutoBase's profit margin or other operating costs. The intent is solely to increase the wages for our Road Ranger operators from \$18.00/hr to \$20.00/hr. We believe this will support the overall program for CFX by ensuring we retain talent, offer better employment opportunities to new Road Rangers, and genuinely provide the income for those individuals who daily risk their lives for the safety of the CFX motorist. Please see below for the breakdown in our request of an increase in our billable rate from \$38.81 to \$40.97. Thank you for your time and concern in this matter.

\$40.97

Current Hourly Wage for AutoBase CFX Road Rangers	\$18.00
Recommended Hourly Wage for AutoBase CFX Road Rangers	\$20.00
Requested Hourly Rate Increase to cover wage	\$2.00
Increase to hourly rate for Employer Tax	\$0.16

Please let me know if you have any additional requests or questions.

New Requested Hourly Rate for CFX Road Ranger Services

Sincerely,

Matthew Frazier

Matthew Frazier

Regional Vice President

Current Hourly Rate for Road Ranger Services

mattf@autobasecorp.com

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 8 entered into this 12<sup>th</sup> day of January 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- CFX wishes for the CONTRACTOR to continue providing and maintaining a
  web-based Dashboard of performance measures and data of Road Ranger
  activities. The CONTRACTOR will pull data on a daily basis and maintain the
  dashboard for a 12-month term beginning March 1, 2022 and ending February 28,
  2023; and,
- The CONTRACTOR hereby agrees to providing and maintaining a web-based Dashboard at an additional cost of \$18,000.00 and invoicing CFX \$1,500.00 monthly beginning March 1, 2022 as outlined in Attachment "A"; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 8 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 8; that acceptance of this Supplemental Agreement No. 8 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.
- 4. This Supplemental Agreement No. 8 is necessary to facilitate the Data Analytics Dashboard for Road Ranger Services.
- 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.

001437

Amount of Changes to this document: \$18,000.00

Contract Name:

Contract No.:

This Supabove.	pplemental Agreement No. 8 entered into	as o	of the	day	and	year	first	written
CENTR	AL FLORIDA EXPRESSWAY AUTHO	RIT	Y					
By:	Aneth Williams Digitally signed by Aneth William Date: 2022.01.20 16:21:26 -05'00'	ıS						
<i>D</i> <sub>j</sub>	Director of Procurement	-						
Date: _		_						
AUTOB	BASE, INC.							
By:	Dona Misella	_						
	Authorized Signature							
Print Na	me: Donna Labella							
Title: _	President	_						
Attest:	Suren Unde							
Date:	Notary 01/17/2022							
	1 /							

LAUREN CLOUDE

NOTARY PUBLIC, STATE OF NEW YORK NO. 01CL6355339 QUALIFIED IN NASSAU COUNTY MY COMMISSION EXPIRES MARCH 6, 2025

Road Ranger Safety Service Patrol

Approved as to form and legality by legal counsel to the Central Florida

Expressway Authority on this \_\_\_\_ day of \_\_\_\_\_, 2022 for its exclusive use and reliance.

Diego "Woody" Digitally signed by Diego Woody" Rodriguez Date: 2022.01.19 12:00:09-05'00'

Diego "Woody" Date: 2022.01.19 12:00:09-05'00'

Diego "Woody" Rodriguez, General Counsel

#### ATTACHMENT "A"



#### AutoBase, Inc.

#### Road Ranger Data Analytics Dashboard Quote

Central Florida Expressway Authority
January 11th, 2022

#### Proposal:

AutoBase, Inc. currently provides the Central Florida Expressway Authority (CFX) a custom Data Analytics Dashboard. The interactive dashboard gives CFX user access to view, filter, and modify reports of the CFX Road Ranger incident data. The data provided comes directly from the CFX SunGuide. CFX currently distributes the SunGuide data to AutoBase where the data is consolidated, cleansed, audited, and analyzed into the custom dashboard. The current dashboard has been used to analyze historical incident data to help design operational approaches to the Road Ranger program. The data is helpful for identify areas of improvement and enhancing both program performance and safety to the motorists of CFX.

#### Costs:

AutoBase, Inc. proposes the continued service of the Road Ranger Data Analytics Dashboard to CFX for one year (12 months) beginning on March 1<sup>st</sup>, 2022 and ending on February 28<sup>th</sup>, 2023. The cost of the dashboard is a fixed rate of \$1,500.00 per month. This additional cost includes all service fees, support, and user accounts for CFX to continue using the dashboard.

Road Ranger Data Dashboard	March 1st, 2022 -February 28th, 2023
12 Performance metric charts	
2 Interactive maps	
1 Widgets Header	
Costs	\$1,500.00/month

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 7 entered into this 13<sup>th</sup> day of May 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes to increase the Scope of Service by adding an additional Road Ranger to patrol SR 417 from International Drive to Narcoossee Road from 6:00 AM to 10:00 PM, seven (7) days per week, at an annual cost of \$226,029.44. The CONTRACTOR will purchase a new F-250 fully equipped truck including Dynamic Message Sign (DMS) to complement the flect used by the Road Ranger Service Patrol in a not to exceed amount of \$85,000.00; and,
- 2. The CONTRACTOR hereby agrees to the expansion of the Scope of Service by adding an additional Road Ranger and purchasing a new F-250 fully equipped truck including the Dynamic Message Sign (DMS); and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 7 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 7; that acceptance of this Supplemental Agreement No.7 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.
- 4. This Supplemental Agreement No. 7 is necessary to facilitate the additional a Road Ranger and the purchase of a new F-250 truck with DMS.

001437

Contract Name:

Contract No.:

Amount of Changes to this document: \$311,0	29.44
This Supplemental Agreement No. 7 enteredabove.	d into as of the day and year first written
CENTRAL FLORIDA EXPRESSWAY AU	UTHORITY
By: Aneth Williams Digitally signed by Aneth Date: 2021.05.19 09:22:5	
Aneth Williams, Director of Procurem	ent
Date:	
ALTODACE INC	
AUTOBASE, INC.	
Authorized Signature	
Print Name: Donna LaBella	
Title: President	
Attest: <u>Janu Clande</u> Notary Date: May 18, 2021	
Jate.	
LAUREN CLOUDE NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CL6355339 Qualified in Nassau County Commission Expires March 6, 2026	Approved as to form and legality by legal counsel to the Central Florida  Expressway Authority on this day of, 2021 for its exclusive use and reliance.  Woody Rodriguez Date: 2021.05.19 09:17:44-0400'
	Diego "Woody" Rodriguez, General Counsel

Road Ranger Safety Service Patrol



April 1st, 2021

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

#### 1) AutoBase, Inc. Proposal for Additional Road Ranger

One of the most important performance measures for the CFX Road Rangers is response time. A national goal for similarly sized routes and programs is a 15 minutes response time. Currently, OR-1's (SR 417) average response time for 2021 YTD is **29.93** minutes. The average for the other CFX Sectors (OR-2, OR-3, OR-4, and OR-5) is approximately **10** minutes. With traffic volume increasing and the current construction project on SR 417 set for the next few years, AutoBase does not believe we can significantly reduce the OR-1 response time unless we add additional assets. Unlike our staging method for OR-5, borrowing a Road Ranger truck from either OR-2 or OR-3E only adds further complication to traffic incident management and often the results are not comparable when trying to reduce response times along SR-417.

SR-417 is also the largest sector with only one Road Ranger (OR-1 covers 33 miles). The average miles per Road Ranger on Sectors 2 to Sector 5 is 15.2 miles. Sector 1 is more than double the average of coverage on the other CFX Sectors. To significantly reduce the response time and prevent further delays in response times along SR 417 in the future, AutoBase recommends adding an additional Road Ranger along SR 417 and creating two Road Ranger routes; OR-1S and OR-1N. OR-1S will cover along SR 417 from International Drive (MM6) to Narcoosee (MM22). OR-1N will cover along SR 417 from Narcoosee (MM22) to Aloma Avenue (MM38). This additional coverage will not only improve the response times of SR 417, but also contribute to better response times along SR 528 and SR 408. The value of adding the additional route along SR 417 will not only positively impact the response times, but also increase the quantity of incidents where CFX Road Rangers can assist the customers of CFX and help provide a safe and effective service.

#### Cost to CFX:

One-time Purchase of new Road Ranger vehicle with DMS Board (OR-1S): \$85,000.00

Annual service cost for additional OR-1 Road Ranger: \$226,029.44

-Additional Road Ranger Service includes coverage along SR 417, 6am-10pm, 7 days a week

Total Cost for OR-1 Expansion and one (1) CFX Road Ranger vehicle with DMS board: \$311,029.44



#### Example of proposed new route

Sector 1 – SR 417 from Aloma Avenue MM6 to International Drive M38

Current OR-1 coverage along SR 417

Sector 2 Sector 1 Sector 2 Sector 2 Sector 2 Sector 3 Sector 2 Sector 3 Sector 2 Sector 3 Sec

Proposed Coverage along SR 417
OR-1S: OR-1N:



Very Respectfully,

Matthew Fragier
Matthew Frazier

Regional Vice President-South

AutoBase, Inc

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 6 entered into this 31st day of March 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- CFX wishes to purchase two (2) Dynamic Message Board (DMS) (LightSys, Inc VCMS 1030F-4); and,
- 2. The CONTRACTOR hereby agrees to the purchasing, installation and maintaining of the DMS boards at an additional cost of \$26,436.82 as outlined in Attachment "A"; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 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.
- 4. This Supplemental Agreement No. 6 is necessary to facilitate the purchase of two (2) DMS boards.
- 5. This Supplemental 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.

Contract Name:

Contract No.: 001437	
Amount of Changes to this document: \$26,436.82	
This Supplemental Agreement No. 6 entered into above.	o as of the day and year first written
CENTRAL ELORIDA EXPRESSWAY AUTHO	ORITY
(V1),00 -	
By: Aneth Williams, Director of Procurement	
Date: 4/8/2021	
AUTOBASE, INC.	
By: NOUSE JABLELL	·
Authorized Signature  Print Name: Donna LaBella	
Print Name: Donna Labella	_
Title: President	_
Attest: July Coule Notary	LAUREN CLOUDE NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CL6355339 Qualified in Nassau County Commission Expires March 6, 2025
Date: 1, 2021	
	Approved as to form and legality by legal counsel to the Central Florida  Expressway Authority on this 774 day of 2021 for its exclusive use and reliance.  By:  Diega Woody" Rodriguez, General Counsel

Road Ranger Safety Service Patrol

#### ATTACHMENT "A"



March 31st, 2021

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

#### 1) Proposal for DMS Board Purchases in Support of CFX Road Ranger Program.

AutoBase currently manages ten (10) DMS boards for the CFX fleet. We inherited nine of the ten DMS boards from the previous vendor and acknowledged they would need to be replaced at some point during the life of the contract. AutoBase has continued to manage the boards by using the spare DMS boards to help repair and sustain the DMS boards mounted on the current trucks. In order to continue maintaining the CFX DMS boards, AutoBase recommends a phased purchasing plan where CFX would replace only a few boards at a time to reduce costs and continue supporting the program. Currently, AutoBase recommends CFX to purchase two additional DMS boards this year to enhance the lifecycle of the DMS boards collectively and retire two older DMS boards to support as spare boards. AutoBase is prepared to conduct the purchasing, installing, and maintenance of the DMS boards.

#### **Costs to CFX:**

One (1) CFX DMS Board (LightSys, Inc VCMS 1030F-4): \$13,218.41/ea

Total for Two (2) CFX DMS Boards: \$26,436.82

Very Respectfully,

Matthew Fragier

Matthew Frazier

Regional Vice President-South

AutoBase, Inc.

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 5 entered into this 22<sup>th</sup> day of February 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes for the CONTRACTOR to continue providing and maintaining a web-based Dashboard of performance measures and data of Road Ranger activities. The CONTRACTOR will pull data on a daily basis and maintain the dashboard for a 12-month term beginning March 1, 2021 and ending February 28, 2022; and,
- 2. The CONTRACTOR hereby agrees to providing and maintaining a web-based Dashboard at an additional cost of \$18,000.00 and invoicing CFX \$1,500.00 monthly beginning March 1, 2021 as outlined in Attachment "A"; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 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.
- 4. This Supplemental Agreement No. 5 is necessary to facilitate the Data Analytics Dashboard for Road Ranger Services.

NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CL6355339 Qualified in Nassau County Commission Expires March 6, 2021  Commission Expires March 6, 2021  Counsel to the Central Florida Expressway Authority on this 24 day or February, 2021 for its exclusive use and reliance.	Contract Name:	Road Ranger Safety Service	e Patrol
This Supplemental Agreement No. 5 entered into as of the day and year first writte above.  CENTRAL FLORIDA EXPRESSWAY AUTHORITY  By: Aneth Williams Digitally signed by Aneth Williams Date: 20210.2.24 11.0855-05000 Director of Procurement  Date: Director of Procurement  Date: Authorized Signature  Print Name: Donnalabella Authorized Signature  Print Name: Donnalabella Attest: Haure Cloude  Notary Date: Director of NEW YORK Registration No. 01CL6355339 Qualified in Nassaa County Commission Expires March 6, 2021  Approved as to form and legality by legality of the Central Florida Expressway Authority on this 24 day of February. 2021 for its exclusive use and reliance.	Contract No.:	001437	
By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.02.24 11:08:55-0500  Director of Procurement  Date:  AUTOBASÉ, INC.  By: Authorized Signature  Print Name: Dona Labella  Authorized Signature  Print Name: Dona Labella  Title: Fresident  Attest: Lauren Cloude  NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01 CL.0355339  Qualified in Nessua County Commission Expires March 6, 2021  Approved as to form and legality by lega counsel to the Central Florida Expressway Authority on this 24 day of February, 2021 for its exclusive use and reliance.	Amount of Changes to	o this document: \$18,000.00	
By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.02.2411:08:55-0500'  Director of Procurement  Date:  AUTOBASÉ, INC.  By: Authorized Signature  Print Name: Donna Laby // a  Title: President  Attest: Active Cloude  Notary Date: Notary PUBLIC, STATE OF NEW YORK Registration No. 01CL6355339 Qualified in Nassau County Commission Expires March 6, 2021  Approved as to form and legality by legacounsel to the Central Florida Expressway Authority on this 24 day of February, 2021 for its exclusive use and reliance.		greement No. 5 entered int	to as of the day and year first written
Director of Procurement  Date:  AUTOBASE, INC.  By: Authorized Signature  Print Name: Dona Labella  Attest: Faim Claude  Attest: Jame Claude  Attest: Jame Claude  Notary  Date: Date: Approved as to form and legality by legacounsel to the Central Florida  Expressivation No. 01CL6355339  Qualified in Nassau County  Commission Expires March 6, 2021  Approved as to form and legality by legacounsel to the Central Florida  Expressway Authority on this 24 day of February, 2021 for its exclusive use and reliance.	CENTRAL FLORII	OA EXPRESSWAY AUTH	ORITY
AUTOBASÉ, INC.  By: Authorized Signature  Print Name: Dona Labella  Title: President  Attest: Authorized Signature  Print Name: Dona Labella  Title: President  Attest: Authorized Signature  Approved as to form and legality by legality by legality by legality by legality in Notary Date: Population No. 01CL6355339  Qualified in Nassau County Commission Expires March 6, 2021  Approved as to form and legality by le	By: Aneth Will	Date: 2021.02.24 11:08:55 -05	liams '00'
By: Authorized Signature  Print Name: Dona Labella  Title: President  Attest: Motary Date: Notary Date: Notary PUBLIC, STATE OF NEW YORK Registration No. 01CL6355339 Qualified in Nassau County Commission Expires March 6, 2021  Approved as to form and legality by legation to the Central Florida Expressway Authority on this 24 day of February, 2021 for its exclusive use and reliance.	Date:		
Date:    Notary	By: 1011 Author Print Name: 2011	Subella rized Signature na Labella	
NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CL6355339 Qualified in Nassau County Commission Expires March 6, 2021  Commission Expires March 6, 2021  Counsel to the Central Florida Expressway Authority on this 24 day or February, 2021 for its exclusive use and reliance.	Notary	Nordi 2021	<del>_</del>
By: <u>Woody Rodriguez</u> Diego "Woody" Rodriguez,  General Counsel	NOTARY PUBLIC, ST Registration No. Qualified in N	ATE OF NEW YORK 01CL6355339 assau County	Expressway Authority on this <b>24</b> day of <b>February</b> , 2021 for its exclusive use and reliance.  By: Woody Rodriguez,  Diego "Woody" Rodriguez,

#### ATTACHMENT "A"



#### AutoBase, Inc.

#### Road Ranger Data Analytics Dashboard Quote

Central Florida Expressway Authority
February 11<sup>th</sup>, 2021

#### Proposal:

AutoBase, Inc. currently provides the Central Florida Expressway Authority (CFX) a custom Data Analytics Dashboard. The interactive dashboard gives CFX user access to view, filter, and modify reports of the CFX Road Ranger incident data. The data provided comes directly from the CFX SunGuide. CFX currently distributes the SunGuide data to AutoBase where the data is consolidated, cleansed, audited, and analyzed into the custom dashboard. The current dashboard has been used to analyze historical incident data to help design operational approaches to the Road Ranger program. From August 2020 to December 2020, AutoBase and CFX were able use the data to pilot an innovative approach to the Road Ranger program that resulted in a reduced the average response time for the entire Road Ranger program by 2.9 minutes. This allowed the Road Rangers to meet the needs of the CFX customers quicker than before.

#### Costs:

AutoBase, Inc. proposes the continued service of the Road Ranger Data Analytics Dashboard to CFX for one year (12 months) beginning on March 1<sup>st</sup>, 2021 and ending on February 28<sup>th</sup>, 2022. The cost of the dashboard is a fixed rate of \$1,500.00 per month. This additional cost includes all service fees, support, and user accounts for CFX to continue using the dashboard.

Road Ranger Data Dashboard	March 1st, 2021 -February 28th, 2022
12 Performance metric charts	
2 Interactive maps	
l Widgets Header	
Costs	\$1,500.00/month

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

120 MAY 22 PM 10:34

This Supplemental Agreement No. 4 entered into this 14<sup>th</sup> day of May 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- CFX wishes the CONTRACTOR to purchase a new F-250 fully equipped truck including Dynamic Message Sign (DMS) to complement the fleet used by the Road Ranger Service Patrol in a not to exceed amount of \$85,000.00; and,
- 2. The CONTRACTOR hereby agrees to purchasing a new F-250 fully equipped truck including the Dynamic Message Sign (DMS); and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No.43 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.
- 4. This Supplemental Agreement No. 4 is necessary to facilitate the purchase of a new F-250 truck with DMS for Road Ranger Patrol Services.

Contract Name:	Road Ranger Safety Service Patrol	
Contract No.:	001437	
Amount of Changes to	o this document: \$85,000.00	
This Supplemental A above.	greement No. 4 entered into as o	f the day and year first written
CENTRAL FLORII	OA EXPRESSWAY AUTHORIT	Y '20 MAY 22 am 10:34
Aneth W	Digitally signed by Aneth Williams Date: 2020.06.18 16:46:22 -04'00'  Director of Procurement	
Date:		
AUTOBASE, INC.  By: Author	a Sa Bella rized Signature	Diego "Woody" Digitally signed by Diego "Woody" Rodriguez Rodriguez Legal Approved as to Form
Print Name: Doni	na LaBella	
Title: Preside	nt	
Attest: Jaun Notary Date: May	er Cloude 19, 2020	

LAUREN CLOUDE

NOTARY PUBLIC, STATE OF NEW YORK

Registration No. 01CL6355339

Qualified in Nassau County

Commission Expires March 6, 2021

Contract Name: Road Ranger Safety Service Patrol

'70 MAR 3 PH 2:26

Contract No: 001437

This Supplemental Agreement No. 3 entered into this 27<sup>th</sup> day of February 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- CFX wishes for the CONTRACTOR to provide and maintain a web-based Dashboard of performance measures and data of Road Ranger activities. The CONTRACTOR will pull data on a daily basis and maintain the dashboard for a 12-month term; and,
- The CONTRACTOR hereby agrees to providing and maintaining a web-based Dashboard at an additional cost of \$18,000.00 and invoicing CFX \$1,500.00 monthly beginning March 1, 2020; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 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.
- 4. This Supplemental Agreement No. 3 is necessary to facilitate the Data Analytics Dashboard for Road Ranger Services.

Contract Name:

Road Ranger Safety Service Patrol

Contract No.:

001437

Amount of Changes to this document: \$18,000.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

'20 MAR 3 PM 2:26

By:

Director of Procurement

Date:

3/9/2020

AUTOBASE, INC.

By:

Authorized Signature

Drint Momo

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little:

Attest:

Notary

Date:

ebruary 28, 2020

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

REVIEWED AND APPROVED BY CFX LEGAL

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 2 entered into this 17<sup>th</sup> day of December, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes to purchase seven (7) sets of Dynamic Message Board (DMS) wiring harness systems and two (2) used DMS Boards; and,
- 2. The Contractor hereby agrees to the purchase of the DMS at an additional cost of \$13,132.58; and,
- 3. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 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.
- 4. This Supplemental Agreement No. 2 is necessary to facilitate the purchase DMS Board.

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Contract Name:

Contract 1	No.: 001437	
Amount o	of Changes to this document: \$13,132.58	
This Suppabove.	plemental Agreement No. 2 entered into as of	the day and year first written
CENTRA	AL FLORIDA EXPRESSWAY AUTHORITY	'18 DEC 26 AM 8:26
Ву:	Director of Procurement	REVIEWED AND APPROVED
Date:	12/28/18	Sunded Blenon
AUTOBA	ASE, INC.  Authorized Signature	12-28-18
	ne: <u>Donna Labella</u>	
Title:	Laure Mande	
Attest:( Date:	Notary 12   19   2018	
No	LAUREN CLOUDE OTARY PUBLIC, STATE OF NEW YORK Registration No. 01CL6355339 Qualified in Nassau County Commission Expires March 6, 2021	

Road Ranger Safety Service Patrol

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

<u>,</u>

This Supplemental Agreement No. 1 entered into this 13<sup>th</sup> day of December, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes to amend the Scope of Service to extend the service hours from 8:00 P.M. to 10:00 P.M. at the same hourly of \$38.81/per hour; and,
- 2. The Contractor hereby agrees to the revisions at an additional cost of \$950,000.00; and,
- 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, if any, 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.
- 4. This Supplemental Agreement No. 1 is necessary to revise the language in the Scope of Service to extend the service hours.

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. <u>E</u>.

LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355339
Qualified in Nassau County
Commission Expires March 6, 2021

'18 DEC 17 AM10:30

## CONTRACT

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND AUTOBASE, INC.

ROAD RANGER SAFETY PATROL SERVICE

CONTRACT NO. 001437

CONTRACT DATE: NOVEMBER 8, 2018 CONTRACT AMOUNT: \$6,295,550.00

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CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, POTENTIAL CONFLICT DISCLOSURE FORM, AND PERFORMANCE & PAYMENT BOND

#### **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

# CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, POTENTIAL CONFLICT DISCLOSURE FORM, AND PERFORMANCE & PAYMENT BOND

## ROAD RANGER SAFETY SERVICE PATROL CONTRACT NO. 001437

**NOVEMBER 2018** 

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PCD	POTENTIAL CONFLICT DISCLOSURE FORM	C-1 to C-8

#### CONTRACT Contract No. <u>001437</u>

This Contract is made this 8<sup>th</sup> day of November 2018, 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 AUTOBASE, INC., a New York corporation, registered and authorized to do business in the State of Florida, whose principal address is 326 Bayview Avenue, Amityville, NY 11701 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 Road Ranger Safety Service Patrol and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about September 05, 2018, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of four 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 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.

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

## 2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be one (5) five-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

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

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

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

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

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

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

# 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the Initial Contract Term is \$6,295,550.00.
- 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 BONDING

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 polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

## 8.9 Performance and Payment Bond:

- 8.9.1 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.
- 8.9.2 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.

## 9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually

responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

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

## 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.

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:

- 10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

- 10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of 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. 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.

## 13. 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.

## 14. 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.

# 15. 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.

## 16. 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.

## 17. 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.

## 18. 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.

## 19. 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.

# 20. 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."

# 21. APPLICABLE LAW; VENUE

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

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

## 22. 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.

## 23. 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.

# 24. 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.

# 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 CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 25.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; 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 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
- 26.2 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.

## 27. 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.

## 28. 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.

## 29. 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.

## 30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions

of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX:

CENTRAL FLORIDA EXPRESSWAY CFX

4974 ORL Tower Road Orlando, Florida 32807

ATTN: Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY CFX

4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel

CONTRACTOR:

AutoBase, Inc.

326 Bayview Avenue Amityville, NY 11701 ATTN: Donna LaBella

President

## 31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Method of Compensation

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 November 8, 2018.

CCEPTED AND AGREED TO BY:
UTOBASE, INC.
resident Title
ATTEST:(Seal)
DATE: 11/09/2018
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
y:
int Name: AN Olh Williams
ate: 12 12 18
Approved as to form and execution for the use and reliance by CFX only.
General Counsel for CFX

#### EXHIBIT A

## ROAD RANGER SAFETY SERVICE PATROL SCOPE OF SERVICES

## 1.0 Description

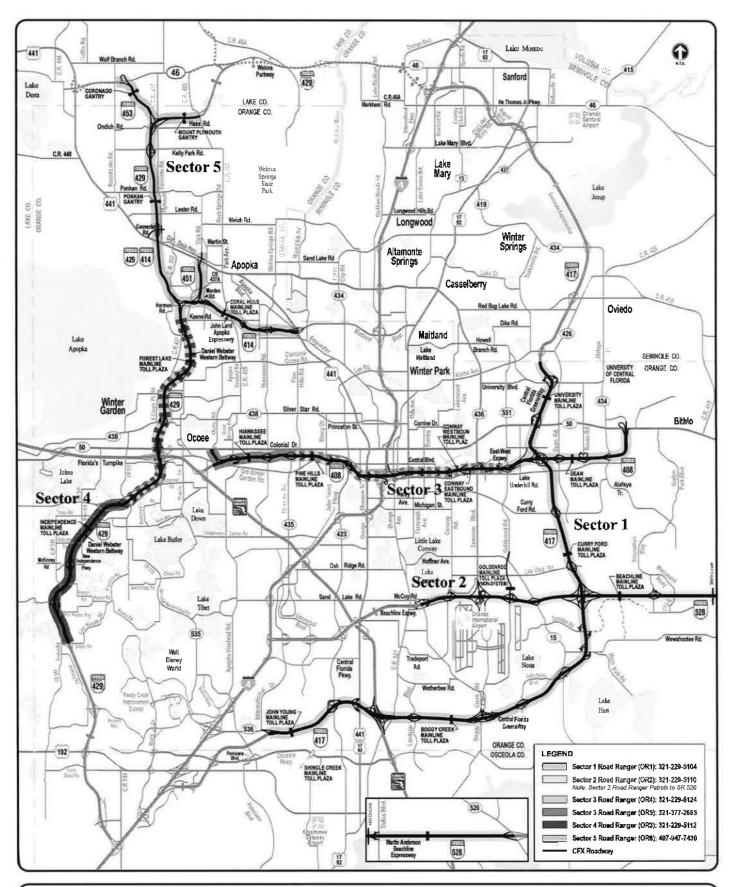
The Contractor shall provide a Road Ranger Safety Service Patrol to motorists stranded with disabled or damaged vehicles on the CFX operated portions of SR 408 (East-West Expressway), SR 417 (Central Florida GreeneWay) SR 528 (Beachline Expressway), SR 429 (Daniel Webster Western Beltway), SR 414 (John Land Apopka Expressway) SR 451, and SR 453 in Orange, and Lake Counties. This represents approximately 118 centerline miles of limited access tolled expressways Five (5) Patrol Sectors have been established. The sectors, as shown in Figure 1, are as follows:

Sector 1	One vehicle shall patrol SR 417 from Aloma Avenue to International Drive
Sector 2	One vehicle shall patrol SR 528 from Boggy Creek Road to SR 520.
Sector 3	One vehicle shall patrol SR 408 from Florida's Turnpike to Goldenrod Road. A second vehicle shall patrol SR 408 from Kirkman Road to SR 50.
Sector 4	One vehicle shall patrol SR 429 from Seidel Road to County Road 437A
Sector 5	One vehicle shall patrol SR 429 from County Road 535 to Mount Plymouth Road. This vehicle shall also patrol SR 414 from US 441 to SR 451 and shall patrol SR 451 from SR 414 to US 441, and SR 453 from SR429 to SR46 (Lake County).

The Contractor shall also retain a minimum of one (1) fully equipped spare vehicles identical to the regular patrol vehicles to replace any of the patrol vehicles that are unavailable for any reason. As such, the Contractor shall provide a minimum of Seven (7) patrol vehicles.

# 2.0 Contractor Responsibilities

2.1 The Contractor shall provide Safety Service Patrol Vehicles (a.k.a. "Road Rangers") with qualified operators and a variety of motorist services and related activities during patrol of the sectors. If a motorist does not request a specific towing service or repair facility, the Safety Service Patrol Vehicle Operator shall contact the Florida Highway Patrol (FHP) and request that towing service be provided through the FHP towing service rotation system. In no event shall the Safety Service Patrol Vehicle Operator provide or recommend any towing, repair service or facility to the motorist. If the motorist requests the assistance of a motor club, the Safety Service Patrol Vehicle Operator shall provide a cellular telephone for use by the motorist. See Road Ranger Patrol Sector Map (Figure 2) next page.





ROAD RANGER PATROL SECTORS (6:00am - 8:00pm, 7 DAYS A WEEK) Patrol coverage as of August 2018



# 2.2 General Requirements

# 2.2.1 Safety Service Patrol

The Contractor shall operate Safety Service Patrol Vehicles in the designated Patrol Sectors. These sectors may vary based on need. Safety Service Patrol Vehicles shall enter and exit the Patrol Sector at the nearest interchange or toll plaza. The Safety Service Patrol Vehicles shall continuously patrol their respective sectors in continuous loops. CFX will issue one (1) non-revenue E-PASS transponder for each sector vehicle. The transponder shall remain with the Safety Service Patrol Vehicle unless transfer to another vehicle is permitted by CFX. Transponders provided by CFX shall be used for business purposes only.

Off-duty Safety Service Patrol Vehicles shall be parked at a mainline toll plaza within the vehicle's designated sector. Toll costs to transport Safety Service Patrol Vehicle Operators to and from the mainline plazas in private vehicles shall be paid by the Contractor.

Safety Service Patrol Vehicles shall provide the required services in each Patrol Sector between the hours of 6:00 a.m. to 8:00 p.m., 7 days per week, 52 weeks per year. These periods may be changed, in writing, by CFX based on need. Such changes will not be accepted by CFX as the basis of any claim by the Contractor for an adjustment in the Contract unit price.

At any time during the term of the Contract, and any renewals, CFX reserves the right to adjust Patrol Sector locations to better accommodate demand for the service. CFX's Director of Maintenance or designated representative will advise the Contractor of any required adjustment to a Sector location in writing 48 hours prior to the effective date of adjustment. Adjustments to Sector locations will not change the overall limits over which the Contractor is to provide service under the Contract.

- 2.2.2 Safety Service Patrol Vehicles shall not leave their designated patrol sectors except:
  - A. For mechanical failure of the Safety Service Patrol Vehicle. In this instance a backup vehicle shall be put into service.
  - B. To replenish fuel at the nearest facility not to exceed 2 miles from their designated patrol sector.
  - C. In response to an order from law enforcement officer or fire department official or at the direction of the Director of Maintenance.

D. To assist other patrol sector vehicles in a motorist assistance call.

# 2.2.3 Safety Service Patrol Activities Near End of Patrol Shift

When a Safety Service Patrol Vehicle Operator receives a request for service or assistance near the end of the operator's shift from CFX, RTMC (Regional Traffic Management Center), a customer call, or a law enforcement officer, the operator shall respond. The required services shall be made prior to making a shift change.

# 2.2.4 Maintenance of Safety Service Patrol Vehicles

The vehicles shall be kept neat and clean and shall be maintained in conformance with the requirements of the Motor Vehicle Code and applicable Florida Statutes.

# 2.2.5 Inspection of Safety Service Patrol Vehicles by CFX

All Safety Service Patrol Vehicles and their associated equipment, accessories and parts shall be subject to periodic inspection by the CFX. Unsafe, poorly maintained vehicles, or improperly equipped vehicles, as determined by CFX, shall be removed from service and replaced at no cost to CFX. The Contractor shall immediately replace vehicle(s) removed from service.

# 2.2.6 Provision for Penalty or Cancellation Due to Non-Performance

If at any time a Safety Service Patrol Vehicle or Safety Service Patrol Vehicle Operator is unavailable for routine sector patrol, the Contractor shall be assessed a penalty of \$100.00 per hour for each hour service is not provided. Such penalty charges will be deducted from invoiced amounts otherwise due the Contractor.

The following list of infractions will be considered as non-compliance by the Contractor and an immediate reduction in payment will be made as listed below:

- 1. Truck not properly equipped \$100.00 per occurrence/per shift.
- 2. No cellular telephone or inoperative telephone \$100.00 per occurrence/per shift.
- 3. Sleeping or sitting idle on duty \$1000.00 per occurrence.
- 4. Inoperative or partially functional AVL system \$1000.00 per day.
- 5. Inoperative or partially functional Dynamic Message Sign (e.g., failed pixel board, inoperative handheld unit or controller, inoperative power tilt, CFX standard message library missing from controller) \$100.00 per day per vehicle.
- 6. Failure to use a Dynamic Message Sign for maintenance of traffic \$50.00 per occurrence.
- 7. Incomplete Motorist Aid Service Logs \$50.00 per occurrence.

- 8. Improper uniforms \$50.00 per occurrence/per shift.
- 9. Crossing of medians will not be tolerated- \$100.00 per operator's first occurrence. A repeat violation by an operator will result in removal of the operator from providing any services as part of this contract.
- 10. Vehicle not fully equipped as specified herein-\$100.00 per day per vehicle.
- 11. AVL and Event Manager shall be integrated into SunGuide and shall be utilized during all assists (see below). In cases when the AVL and Event Manager are disconnected from SunGuide for more than 1 hour-\$1000.00 per occurrence.

The reduction in payment as described will continue to be applied until the Contractor is in compliance with the terms and conditions of the Contract. It shall be the Contractor's responsibility to notify the Director of Maintenance when in compliance. Application of this non-compliance reduction in payment will not waive CFX's right to terminate the Contract in the interest of CFX.

2.3 Safety Service Patrol, Vehicle Equipment, Accessories, Parts and Communications Equipment Requirements

All equipment and materials provided by the Contractor in the performance of the services described herein shall remain the property of the Contractor upon completion of the Contract unless otherwise specifically identified in this Scope of Services.

# 2.3.1 Safety Service Patrol Vehicle Requirements

Each Safety Service Patrol Vehicle shall be a new model year 2018 full size heavy duty 2 ton long bed pickup capable of carrying the equipment specified in this Scope of Services. (Given the short lead time for implementation of this contract. The vendor may utilize used (2) ton pickup chassis in very good condition, for a period of up to 12 months from NTP.) Each vehicle shall also have an extended cab with seat belts for passengers on both the front and rear benches. After three years of service if the vehicles are in good condition as determined by CFX, the Contractor may request the vehicles continue to be used at a lower operating cost per vehicle hour proposed by the Contractor. The lower operating cost shall be consistent and applied to each vehicle even if the age of the vehicle does not exceed 3 years. The Contractor's request for continued use of the vehicles and the proposed lower operating cost shall be made in writing. CFX reserves the right at its sole discretion to approve or deny the request based on the vehicles condition and maintenance history of the vehicles.

Each Safety Service Patrol Vehicle shall be painted white and shall have the following identification markings on each door: CFX- furnished logos (); "Road Ranger" painted in 2" black letters below the logo; and 2-inch-wide conspicuity tape markings (red/white strip) applied to the sides, rear bumper and tailgate as shown in figures 3 through 6. (The photos shown in figures 4 through 6 are current

vehicles and the only change is "Motorist Service Patrol" to Safety Service Patrol" on the new vehicles.)

The design of all markings, except for the CFX logo shall be submitted by the Contractor to CFX for review and approval prior to applying markings to the vehicles. All identification markings shall be maintained in a clean and readable condition throughout the term of the Contract and any renewals. Covering CFX logo or other identification marking is prohibited. The Contractor will be assessed a penalty of \$500 per occurrence for violating this requirement.

Figure 3







Figure 5



Prior to the initial patrol, the Contractor shall inspect each patrol vehicle and its associated equipment, accessories and parts to ensure the vehicles meet all specifications and requirements contained herein. The Contractor shall perform similar inspections throughout the term of the Contract and any renewals. Any deficiencies noted during these inspections shall be corrected immediately prior to service patrols. The Contractor shall fully document all inspections and provide copies to CFX on a monthly basis using forms approved by CFX.

The Contractor shall equip each Safety Service Patrol Vehicle with the following items:

- A. Towing straps rated at 3,000 pounds minimum.
- B. Rubber face push bumper.
- C. Spot light.
- D. Power outlets ("hot boxes" or equivalent), front and rear-mounted, with outlets compatible to 12 volt booster cables.
- E. Two (2) heavy duty, 850 CCA (Cold Cranking AMP) (Minimum) (Dual Battery Switch) Batteries located under the hood.
- F. Suitable cab lighting.
- G. Rear work lights.
- H. A roof mounted Halogen light bar using white and amber colors. Whelen Model #9004SL or CFX approved equivalent.

# Dynamic Message Signs (DMS):

Each Safety Service Patrol Vehicle shall also be equipped with a fully programmable, full matrix, dynamic message sign (LED technology) that shall be operated within the cab of the patrol vehicle in slow moving (under 15 mph) or stationary conditions. The Contractor shall use the DMS to provide advisories and assist with maintenance of traffic as a means of improving safety on the expressway system.

CFX will furnish seven (7) dynamic messages signs. The Contractor shall be responsible for all maintenance costs incurred for all vehicle mounted DMS signs. Furthermore, the Contractor shall be responsible for having sufficient working vehicle mounted DMS boards and applicable replacement spare parts available

during all service hours. Monthly inspections shall be conducted by CFX or its designee to verify all vehicle mounted DMS boards are working properly and all replacement spare parts inventory is in stock.

The Contractor shall be responsible for the installation of all vehicle mounted DMS. The unit shall be mounted above the cab and roof mounted Halogen light bar and shall pivot into place from the horizontal to vertical position as needed. The Contractor shall also be responsible for the transfer of all vehicle mounted DMS to new vehicles, if applicable, during the term of the Contract and any renewals. At the closeout of the Contract, the Contractor shall: 1) demonstrate to CFX that all CFX-furnished vehicle mounted DMS are in complete working order; 2) remove the DMS from the patrol vehicles; and 3) deliver the DMS to an CFX-designated location in Orange County, Florida.

The Contractor shall be responsible for all maintenance costs for the vehicle mounted DMS and related components throughout the term of the Contract and any renewals. This includes both manufacturer recommended preventative maintenance as well as repairs. The Contractor shall inspect each sign monthly and provide an inspection report with each monthly invoice. This inspection is in addition to inspections conducted by CFX. The Contractor shall maintain an inventory of spare parts in order to minimize repair times. At the closeout of the Contract, the Contractor shall turn over any CFX- furnished vehicle mounted DMS spare parts to CFX.

At a minimum, the Contractor shall provide and maintain the following spare parts:

Part Description	Qty
Full Matrix LED Module	3
Control Board (CPU)	1
Handheld Keypad Controller	1

The Contractor shall use only spare parts and repair procedures recommended and approved by the DMS manufacturer. Should the Contractor use non-approved parts or installation techniques that causes additional failures or damage to the equipment, the Contractor shall be responsible for all additional repair costs. Where significant damage may have resulted from the acts of the Contractor, the Contractor shall be responsible for the replacement cost of the dynamic message sign.

The Contractor shall coordinate with the CFX on the development of a standard message library to be programmed into the DMS controller. Additional messages may be added to the message library if approved in advance by an CFX

representative. The Contractor shall have a laptop with compatible Base Station DMS software available whenever maintenance activities or updates to the message library are performed. The Contractor shall also maintain a backup of the latest DMS message library sign configuration file at all times.

The Contractor shall be responsible for arranging for DMS training for all Safety Service Patrol Vehicle Operators at the beginning of the Contract term and whenever a new Safety Service Patrol Vehicle Operator is assigned. DMS training shall be provided by a certified DMS representative.

# Automatic Vehicle Location (AVL) System:

The Contractor shall provide hardware, software, support, training, installation of equipment, and services that will be the basis of an Automatic Vehicle Location (AVL) system. The Contractor shall ensure there is an operational AVL monitoring system installed in each Safety Service Patrol Vehicle and shall be responsible for protecting all system components. Throughout the term of the Contract and any renewals, the Contractor shall be responsible for all costs associated with the maintenance of the AVL system including any equipment in use by CFX, Florida's Turnpike Enterprise, and the Florida Department of Transportation District Five for communication with the AVL system. The Contactor shall be responsible for all fees associated with the operation of this system.

The AVL system shall use Global Positioning System (GPS) technology to provide real-time location information for Safety Service Patrol Vehicles. The AVL system shall provide automatic tracking of Safety Service Patrol Vehicles that is accessible via a user friendly client interface using a standard web browser with an internet connection. The client interface shall provide a vehicle polling and tracking capability that will enable CFX to vary the polling cycle (maximum of once per minute) to ensure the accurate real time tracking of vehicles. The client interface shall be provided at the following locations:

- CFX Headquarters located at 4974 ORL Tower Rd, Orlando, FL 32807
- Florida Department of Transportation District Five Regional Traffic Management Center (RTMC) located at 133 South Semoran Boulevard, Orlando, FL.
- Contractor's facility

The Contractor shall install all necessary equipment on each Safety Service Patrol Vehicle to facilitate AVL including, but not limited to, a GPS receiver and a digital modern. The Contractor shall use a cellular data service provider communications services between the vehicles and the gateway server. The AVL system shall include, but not be limited to, the following:

#### GPS Receiver:

Provide and install a Global Positioning Satellite (GPS) receiver on each vehicle that provides latitude, longitude, speed and heading for the AVL function and is appropriate for integration into an AVL application. The receiver shall accurately locate the vehicle within 30 feet. The receiver shall include a permanently mounted external vehicle antenna. The receiver shall be powered from 12 Volts DC from the vehicle.

## 2. Data Modem:

Provide and install a data modem transceiver on each vehicle. The modem transceiver sends and receives data from the GPS receiver and communicates with the wireless communications network. The modem transceiver shall communicate with the wireless communications network in both transmit and receive modes with the vehicle in motion and at rest. The modem transceiver shall maintain a network connection with all vehicle electrical devices in operation. The modem transceiver shall include a permanently mounted external vehicle antenna. The modem transceiver shall be powered from 12 Volts DC from the vehicle.

## Wireless Cellular Data Network:

Provide access and air-time on a wireless cellular data network for all mobile data communications. The wireless network shall be suitable for AVL, providing connectivity from data modems installed in the vehicle and the gateway server.

## 4. Gateway Server:

Provide access to a gateway server. The gateway server shall receive vehicle position and status data over a wireless cellular data network. The gateway server shall archive and serve the data in real-time to clients via the Internet using standard TCP/IP protocols. The gateway server shall provide the AVL data source for the mobile position and fleet tracking client software.

## 5. Mobile Position and Fleet Tracking Client Software:

Provide access to a web-based AVL mobile position and fleet tracking client software capable of displaying real-time vehicle position and status data on a digital map via an internet browser. The mobile position and fleet tracking client software shall be accessible via an internet connection with a Uniform Resource Locator (URL) to a password protected website. The mobile position and fleet tracking client software shall provide, at a minimum, the following capabilities:

- a. Track vehicles on a digital map
- b. View a vehicle's position, speed, heading, and status

- Locate addresses
- d. Place map pins at user-defined locations
- e. Change map pin title and symbol
- f. Zoom/Pan on map
- g. Locate vehicles by unique Service Patrol Vehicle Identifiers

# 6. SunGuide Software Interface:

The Florida Department of Transportation District Five Regional Traffic Management Center is currently using the SunGuide traffic management software and is planning to do so over the term of the Contract. The FDOT RTMC operations staff or their designated contractor will monitor Safety Service Patrol Vehicle activity via SunGuide Software. The AVL and data input system known as the AVL Data Acquisition Component shall used by the Safety Service Patrol staff to record and receive event and Road Rangers dispatch information. This information shall be CFX-approved and integrated into the Florida Department of Transportation's SunGuide software at the expense of the Contractor. Specific interface requirements are as follows:

- a. The AVL Data Acquisition Component shall acquire vehicle information containing position coordinates in XML format and provide it to SunGuide via the existing SunGuide AVL interface version V5.1.1 or later.
- b. The AVL Data Acquisition Component shall be able to acquire a data file in XML format via the existing SunGuide AVL interface.
- c. If multiple files are provided to SunGuide containing more than one position for a vehicle, the AVL data acquisition component shall order the position reports by vehicle chronologically so the most currently reported position is last in the list.

The AVL Data Acquisition Component shall also have an interface with the Florida Department of Transportation's SunGuide Event Manager Subsystem. The AVL Data Acquisition Component shall have two way communications between the Road Ranger Vehicle and the RTMC. The system shall allow the RTMC operators to dispatch the Road Rangers via SunGuide. The AVL Data Acquisition Component shall allow the Safety Service Patrol Staff to open, update, and close the events electronically and automatically from the vehicle.

Within 5 calendar days of the Notice to Proceed, the Contractor shall demonstrate connectivity between the AVL data acquisition component and FDOT

District 5. This demonstration is also required of CFX's SunGuide System as directed by the CFX. The Contractor shall demonstrate a fully functional AVL system where Safety Service Patrol vehicles are actively displayed on CFX's, FDOT District 5 SunGuide Map.

The Contractor shall also demonstrate two-way communications to the FDOT RTMC within the SunGuide Event Manager subsystem. The RTMC Operator shall be able to use SunGuide to demonstrate the AVL data acquisition component receiving dispatch from the RTMC, opening an event, updating the event, receiving updates from the RTMC, closing the event and ensuring the event has been logged for monthly invoicing. The AVL data acquisition component interface shall have all data elements as required by the existing SunGuide AVL interface such as location IDs, events, and activities as directed by CFX.

The Contractor shall ensure all events in CFX's right of way are successfully submitted to the SunGuide software. Any events occurring on FTE right of way shall be called into the FTE TMC. The Contractor shall report all events, regardless of their location, and shall include all events in the monthly and quarterly logs that are delivered to CFX and described within this Scope of Services.

# 2.3.2 Equipment/Accessories/Parts Requirements

Each Safety Service Patrol Vehicle shall have a tool box containing:

1. Screwdrivers:

Standard 1/8, 3/16, 1/4, 5/16 (1 each) Phillips head #1 and #2 (1 each) Star Driver (1 set).

- 2. Needle nose pliers (1 pair).
- 3. Adjustable rib joint pliers, 2 inch minimum capacity (1 pair).
- 4. Crescent wrenches:

8 inch (1 each) 12 inch (1 each).

- 5. 5 pound hammer (1 each).
- 6. Rubber mallet (1 each).
- 7. Electrical tape (20 yards).

- 8. Duct tape (20 yards).
- 9. Tire pressure gauge (1 each).
- 10. Mechanic's wire (25 ft. roll).
- 11. Bolt cutters (1 pair).
- 12. Wire cutting pliers (1 pair).
- 13. Complete set of open end and box wrenches (both metric and standard).
- 14. Diesel fuel (minimum 10 gallons) In approved can or tanks.
- 15. Unleaded gasoline (minimum 10 gallons) In approved can or tanks.
- 16. 3 quarts of SAE 10W-30 motor oil.
- 17. First Responder First Aid Kit, fully and continuously stocked (1 each).
- 18. Fire extinguisher, 10 pound Dry Chemical ABC (2 each)- Meeting all safety requirements. If seal is broken, unit shall be tested, resealed and certified.
- 19. Pry bar, minimum 36 inches in length (1 each).
- 20. Radiator water (10 gallons).
- 21. 4 inch x 6 inch x 12 inch wood blocks (2 each).
- 22. 24-inch-wide street broom (1 each).
- 23. Shovels

Square-end (1 each).
Round-end (1 each).

- 24. Highway wet flares, 30-minute burn (36 each).
- 25. Cones, 36" inch reflectorized per FDOT Design Standard Index 600, sheet number 12 of 13. (15 each).
- 26. Hydraulic floor jack, 2-ton (1 each).
- 27. Lug wrenches (metric and standard) to fit all vehicles (1 set each)

- 28. Air operated impact wrench with sockets to fit all vehicles (metric and standard) (1 set each).
- 29. Air compressor, 200 psi capacity, rechargeable portable air tank, hose and fittings capable of inflating tires of vehicles and operating impact wrench for tire removal and replacement (1 each).
- 30. Large flashlight and spare batteries (1 set).
- 31. Booster cables, 3-gauge copper wire with heavy-duty clamps and one end adapted to vehicle's power outlets, minimum 25 feet in length (1 set).
- 32. Funnel, multi-purpose, flexible spout (1 each).
- 33. Trash can, 5 gallon (l each).
- 34. 5-gallon absorbent material for liquid spills equivalent to or exceeding the brand name "Speedy Dry" (2 each).
- 35. Individual 8 ounce water bottles of purified drinking water. (minimum of 15 each at all times).
- 36. A copy of the current telephone company white and yellow pages.
- 37. Business cards identifying the service and contact number for comments and questions. (500 each)
- 38. Copy of Florida Statutes Chapter 316
- 39. Cards printed with Florida Statutes Chapter 316.061 to provide to customers (100 each)
- 40. Disposable 35 mm camera, minimum 12 exposures (2 each).
- 41. Engine Coolant, 1 gallon (1 each)

# 2.3.3 Communications Equipment Requirements

A. Each Safety Service Patrol Vehicle shall be equipped with a cellular mobile telephone on CFX's fleet service and approved by the CFX. The phones shall be available for all motorist service contacts. The Contractor shall be responsible for all costs associated with the cellular telephones throughout the term of the Contract and any renewals. The Contractor shall obtain and maintain all necessary licenses.

# B. Public Address System

Each Safety Service Patrol Vehicle shall be equipped with an external speaker and public address system, 100 watts minimum.

# 2.4 Safety Service Patrol Vehicle Operator's Duties and Responsibilities

#### 2.4.1 Patrol Duties

The Safety Service Patrol Vehicle Operator shall continuously patrol the designated sector seeking disabled/damaged vehicles, stranded motorists, debris in the roadway, spilled loads, accidents, obstructions to traffic and other potential hazards, etc.

# 2.4.2 Clearing, Clean-up and Communication

- A. The Safety Service Patrol Vehicle Operator shall: clear lanes of all disabled/damaged vehicles in accordance with this Scope of Services; remove debris, spilled loads, etc., encountered in the sector; remove small non-hazardous debris from the roadway and paved shoulder area and place the debris in areas designated by the Director of Maintenance.
- B. The Safety Service Patrol Vehicle Operator shall call the following parties where appropriate:
  - (1) FHP and the CFX for accidents, emergencies, law enforcement situations, or for rotation towing of vehicles.
  - (2) Local fire departments for verified fires. Also notify FHP and the CFX.
  - (3) The CFX and FHP for large spilled loads or large debris, or in other situations as appropriate.
  - (4) The FDOT Regional Traffic Management Center (RTMC) or Florida's Tumpike Enterprise Turkey Lake Traffic Management Center (where appropriate) to offer assistance with traffic control at incident locations in their patrol sector.

## C. Assistance to Motorists

Unless responding to an emergency dispatch causing lane closure, the Safety Service Patrol Vehicle Operator shall not pass up any stranded motorist on any CFX sector. If the operator must pass a disabled motorist

because he is responding to an emergency dispatch causing lane closure, he shall notify the RTMC of the location of the stranded motorist for an operator from another sector to attend to.

The Safety Service Patrol Vehicle Operator shall provide prompt, courteous and skillful assistance to motorists as follows:

- (1) Place a red tag or sorry card for abandoned vehicles.
- (2) Offer assistance to motorist to move the disabled vehicle from traffic lanes in accordance with Florida Statute Chapter 316.
- (3) Clear debris from roadway.
- (4) Give pulled over motorist directions.
- (5) Maintenance of traffic when needed by FHP or to protect a disabled vehicle.
- (6) Provide fuel to motorist enabling them to reach the closest fueling location.
- (7) Change flat fires.
- (8) Provide jump starts.
- (9) Provide oil.
- (10) Transport motorist to a safe area.
- (11) Provide drinking water, etc., when necessary.
- (12) Provide water and engine coolant.
- (13) Assist motorist with mechanical failures and perform minor repairs where feasible if the repair can be made quickly (maximum 15 minutes).
- (14) Relocate vehicle if directed by FHP or CFX.
- (15) Provide the motorist a telephone if necessary.
- (16) Provide assistance for lock outs.
- (17) Provide absorbent for spills.
- (18) Extinguish fires without compromising operator's safety, otherwise wait for Fire Rescue.
- (19) Call wrecker for the motorist.
- (20) The Safety Service Patrol Vehicle Operator shall never leave a motorist stranded with a disabled vehicle in a potentially unsafe or dangerous location on the roadway. The Safety Service Patrol Vehicle Operator shall remain with a motorist in dangerous environments until help arrives or they can be relocated to a safe area. The Safety Service Patrol Vehicle Operator shall also remain with a motorist who expresses concern over their safety if the Safety Service Patrol Vehicle leaves.

The Safety Service Patrol Vehicle Operator shall not charge any fees, accept any gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of operator and/or termination of the Contract.

#### D. Advice to Motorists

Prior to providing services, the Safety Service Patrol Vehicle Operator shall advise the motorist of the following:

- (1) Moving, fueling, servicing the vehicle or calling a towing service is being provided free of charge as a courtesy by CFX.
- (2) The Safety Service Patrol Vehicle Operator will attempt minor repairs not to exceed approximately fifteen (15) minutes once the vehicle is cleared from the travel lanes.
- (3) Should repairs not prove feasible or solve the problem, the motorist will be allowed up to three (3) telephone calls (inclusive of "411") of three (3) minutes duration each within Orange, Seminole, Lake and Osceola Counties, using the Safety Service Patrol Vehicle's cellular telephone to make arrangements for further service, towing, or transportation.
- (4) All costs for further service, towing or transportation must be paid by the motorist.

## E. Disabled Vehicles

The Safety Service Patrol Vehicle Operator shall offer assistance to motorists to move disabled vehicles from the traffic lane. If the motorist refuses to move the vehicle, the operator shall provide the motorist with a copy of Florida Statutes Chapter 316.061 printed on a card informing them that they may be cited for a non-moving violation, punishable as provided in Chapter 318. If the motorist continues to refuse to move the vehicle, the operator shall contact the FHP for assistance and remain on the scene until FHP personnel arrive. The Safety Service Patrol Vehicle Operator shall not attempt to move the disabled vehicle until directed to do so by the FHP.

If the motorist requests assistance to move the vehicle, the operator shall use an appropriate method of moving the disabled vehicle from the traffic lanes.

Vehicles that are disabled due to lack of fuel shall be provided with a minimum amount of proper fuel to reach the closest fueling location. If the vehicle is not then able to continue under its own power, the Safety Service Patrol Vehicle Operator shall contact the FHP for rotation towing service, or towing service as requested by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the disabled motorist's expense.

All disabled vehicles that are relocated shall be parked on the shoulder area with the wheels turned away from the roadway and the parking brake set if possible.

#### F. Abandoned Vehicles

When an abandoned vehicle is observed, the Service Patrol Vehicle Operator shall contact the FHP to advise them of the vehicle's location, make, color, body type, license plate number and whether or not it is impeding traffic. The Safety Service Patrol Vehicle Operator shall tag the vehicle with a comment/sorry card depicting the time/date the vehicle was discovered.

If the abandoned vehicle is impeding traffic, or is considered to be a potential safety hazard, the Safety Service Patrol Vehicle Operator shall request the FHP for assistance to move the abandoned vehicle to the roadway shoulder.

#### G. Accidents

The Safety Service Patrol Vehicle Operator shall call for law enforcement, fire and ambulance assistance as necessary at accident scenes and remain at such scenes until the appropriate assistance arrives. The Safety Service Patrol Vehicle Operator shall follow all directions of law enforcement personnel.

The Safety Service Patrol Vehicle Operator shall protect accident scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, dynamic message board, and assisting in traffic control.

#### H. Assistance to Law Enforcement Personnel

The Safety Service Patrol Vehicle Operator shall render assistance to law enforcement personnel when requested. Safety Service Patrol Vehicle Operators shall follow the instructions of law enforcement personnel.

## I. Transporting Motorists

The Safety Service Patrol Vehicle Operator shall make every reasonable effort to avoid leaving the motorist and any other passengers stranded on the roadway. If the motorist refuses vehicle assistance or towing services, the Safety Service Patrol Vehicle Operator shall, follow the procedure in

subarticle 2.4.2., paragraph E, above for disabled vehicles. The Safety Service Patrol Vehicle Operator shall not transport a mororist or passengers to a private residence.

- J. The Safety Service Patrol Vehicle Operator shall notify CFX when dead animals need to be removed from the roadway or paved shoulder.
- K. Notice/Questionnaire/Response Form

CFX will provide a postage paid, Notice/Questionnaire/Response Form for the Safety Service Patrol Vehicle Operator to provide to every individual receiving assistance from the Contractor.

L. Adhere to "BLEEP" (Beachline Emergency Operations Plan) operational Procedures in coordination with FDOT & FHP

## 2.5 Safety Service Patrol Vehicle Operator Requirements

Safety Service Patrol Vehicle Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be at least 18 years of age, have a safe driving record as defined in Florida Statute 322.121 (2-7) and no criminal record. A criminal history record check conducted by the State's Department of Law Enforcement and the Federal Bureau of Investigation shall be provided by the Contractor to CFX for each employee (operator) when hired. Re-checks shall be conducted every six months. These criminal record checks shall go back as far as the employee's date of birth. Contractor shall provide CFX with employee (operator) driver's license checks every six (6) months.

The Contractor shall provide proof, by a licensed medical practitioner or technician that all operators are drug free (in accordance with Section 112.0455, Florida Statutes) prior to beginning operations and every six (6) months thereafter.

Safety Service Patrol Vehicle Operators shall be competent in the tasks of operating the safety service patrol vehicle and providing safe and proper discharge of the service responsibilities outlined herein. The Contractor shall provide work/employment history of the proposed operators for review and acceptance by CFX prior to assigning operators to Safety Service Patrol Vehicles. The work/employment history shall show adequate mechanical background to perform the required vehicle repairs. The CFX reserves the right to reject vehicle operators prior to being assigned duties. CFX also reserves the right to require dismissal of any employee who is not suitable or is not able to perform the required duties.

The Safety Service Patrol Vehicle Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon CFX. Safety Service Patrol Vehicle Operators shall:

- 1. Wear a uniform style shirt with collar and dark trousers or Bermuda shorts (no jeans) while on duty. Uniform shirts shall include CFX logo on one sleeve and Florida's Turnpike Enterprise logo on the other sleeve. Undershirts, if worn, shall not have printing or pictures that show through the outer shirt. If a hat or jacket is worn, it must match the uniform and be without adornment, lettering or patches unless specifically approved by CFX. The uniforms shall be clean at the start of each shift.
- Be well-groomed and courteous at all times.
- 3. Wear clearly visible name plates reflecting operator's first and last name. No emblems, patches, Contractor names, or Contractor logos will be permitted.
- 4. Inspect assigned Service Patrol Vehicles at the beginning of each shift and take action as necessary to ensure that they are in compliance with all specifications and requirements of this Scope of Services.
- 5. Keep cellular telephone 'on' and the volume 'up'.
- 6. Remain on the assigned Patrol Sector and depart from the Patrol Sector only as described in this Scope of Services.
- 7. Exercise caution and safety at all times and obey all traffic laws.
- 8. Stop on the roadway within the sector only to provide service as outlined herein.
- 9. Use extreme caution in moving all disabled vehicles.
- 10. Accept no payment for any type of service rendered.
- 11. Contact CFX and FHP when appropriate.
- 12. Carry no firearms or other weapons either on their persons or in the Service Patrol Vehicle.
- 13. Use flashing light bars in conformance with the Florida Motor Vehicle Code and only in the following circumstances:
  - a. When merging or exiting from traffic lanes to an incident site.
  - b. To warn traffic when performing services specified herein.
- 14. Wear orange safety vest with reflective striping at all times while outside the Service Patrol Vehicle.
- 2.6 Safety Service Patrol Vehicle Operator Training and Certification Requirements

All Safety Service Patrol Vehicle Operators shall obtain the following training and certifications within sixty (60) calendar days from the date of Contract award. New operators hired after Contract award shall also be required to obtain the following training

and certifications within (60) days of hire. The cost for training and licensing operators is the responsibility of the Contractor. If the Contractor chooses to do its own training, the trainer(s) shall be fully certified and licensed (if required) to conduct the training.

The Contractor shall ensure that all Safety Service Patrol Operator Certifications remain valid for the term of the Contract and any renewals. Under no circumstances shall a Safety Service Patrol Operator be allowed to operate under the Contract if his/her various mandatory certifications/training have expired.

The Contractor shall document that operators have completed these training requirements. The Contractor shall maintain a current listing, by Safety Service Patrol Operator names, documenting the types of training received, date training was received, the date training/certification expires, location of training and instructor's name. The list shall be provided to CFX each quarter of the calendar year, beginning with the effective date of the Contract.

- 1. Certification and Training in CPR.
- 2. Certification and Training in Basic First Aid.
- 3. Basic Maintenance of Traffic (MOT) Training.
  - a. Safety Service Patrol Operators are required to have training on Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) involving setting up maintenance of traffic (MOT). This "Utility Level" shall be obtained from a firm or individual certified to teach the "Utility Level" MOT Training Course. If a new employee is not able to immediately attend MOT training, then the Contractor shall show the employee a training video in conjunction with hands-on training to ensure that the new employee understands the basic safety principals of MOT. This process shall only be used to temporarily satisfy this requirement for new employees until the operator can attend the required training.
  - b. Safety Service Patrol Operators shall attend a refresher MOT course annually.
- 4. DMS Operational Training (operators) and DMS manufacturer maintenance training (Contractor maintenance personnel).

## 2.7 Safety Service Patrol Vehicle Logs

Each Safety Service Patrol Vehicle Operator shall maintain a "Safety Service Patrol Log" that shall be completed daily and made available to CFX upon request. The Contractor

shall provide a laptop personal computer or tablet located in the cab of each safety service patrol vehicle with a driver-friendly application in order to collect the log data electronically as well as be entered in SunGuide. All service patrol log data shall be provided monthly in an electronic database format (Microsoft Access .mdb file extensions or CFX-approved equivalent). The database structure shall be subject to CFX approval. Hand-written logs shall only be used as a backup in the event the laptop or tablet is not functioning. The Contractor shall convert any hand-written log data into a standard electronic format approved by CFX.

The Safety Service Patrol Log shall include:

- 1. The date of the log entry.
- 2. The following times (using military time):
  - a. The time when the Safety Service Patrol Vehicle Operator was advised of a given incident.
  - b. The time of arrival of the Safety Service Patrol Vehicle at a given incident.
  - c. The time of departure of the Safety Service Patrol Vehicle from the scene of a given incident.
- 3. The nature each incident including (Activity list is subject to change throughout the contract):

Abandoned	Made Own Arrangements	
Debris	Place Sorry Card	
Directions	Call Wrecker	
MOT	Vehicle Overheating	
Gone on Arrival	Drinking Water	
Gas	Coolant	
No Assistance	Engine/Mechanical	
Tire Service	Relocate Vehicle	
Jump Start	Void	
Oil	Phone	
Other	Translate	
Transport	Lock Out	
Assist FHP	Absorbent	
Minor Repair	Medical Assistance	
Diesel	Drinking Water	
Extinguish Fire	Coolant	

4. Whether the incident/assist was detected by normal patrol activity or in response to a dispatcher's call

- 5. The incident/assist location and approximate distance to a mile post or call box number, the lane(s) in which the incident was located, the direction of travel of the lanes, the patrol sector number. The latitude/longitude of the stop shall also be documented electronically and associated with the log entry.
- 6. When available, the following information shall be recorded.
  - a. The vehicle's make, model, body type, and license plate number.
  - b. The nature of the problem.
  - c. The disabled vehicle driver's name.
  - d. The type of assistance provided by the Service Patrol Vehicle Operator.
  - e. Any damage evident before, and after, pulling or pushing the vehicle.
  - f. If additional assistance was required.
  - g. If FHP is on Scene, do not record information.
- 7. Weather conditions.
- 8. The Safety Service Patrol Vehicle Operator's name.
- 9. Safety Service Patrol Vehicle number.
- 10. Safety Service Patrol Vehicle odometer reading at beginning and ending of each shift.
- 11. Other pertinent information or comments.
- 12. Milestones of incidents if not updated in SunGuide by the RTMC.

CFX reserves the right to change the data required or the method of collection and reporting at any time.

## 2.8 Safety Service Patrol Vehicle Activity Reports

The Contractor shall prepare and submit to CFX monthly and quarterly activity reports summarizing the daily logs. The statistics contained within these reports will be used by CFX to measure the utilization, effectiveness, and performance of the program. Specifically, reports shall be prepared to allow CFX to evaluate stops and assists by sector, expressway, assist category, shifts, driver, etc.

The Contractor shall formulate CFX-approved reports using SunGuide and commercially available software. Activity reports shall be provided in an electronic format as well as a formatted hard copy deliverable. CFX may request up to 15 unique reports to be included in each monthly or quarterly activity report submission. The Contractor shall coordinate with CFX on the content and format of the reports. The report templates shall be submitted to CFX for review and approval prior to use. Report submissions shall clearly delineate stops and assists made on CFX operated portions of the patrol sectors.

## 2.8.1 Monthly Activity Reports

Activity reports shall be submitted monthly summarizing the previous month's stops and assists. Monthly activity reports shall be provided with monthly invoices. Submittals shall be made within 10 calendar days after the end of the month.

## 2.8.2 Quarterly Activity Reports

The Contractor shall submit Quarterly Activity Reports that summarize stops and assists since the beginning of the Contract. Submittals shall be made within 10 calendar days after the end of the calendar quarter.

## 3.0 Compensation

Compensation will be in accordance with the Method of Compensation.

END OF SCOPE OF SERVICES

# CONSENT AGENDA ITEM #11

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams Will

Director of Procurement

DATE: April 22, 2022

SUBJECT: Extension of Board Approval for Contract with Louis Berger

Hawthorne Services, Inc. for Toll Facilities Maintenance Services

Contract No. 001860

The Board approved on February 10, 2022, the ratification of contract award to Louis Berger Hawthorne Services, Inc. for toll facilities maintenance services.

Extension of the contract through July 31, 2022 at \$221,000.00 per month is requested. The original emergency contract was approved for six months.

The work to be performed includes maintenance services at CFX's toll facilities.

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE Director of Maintenance

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dnovich, PE Glenn Pressimone, PI

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams Will

Director of Procurement

DATE: January 6, 2022

SUBJECT: Ratification of Contract Award to Louis Berger Hawthorne Services, Inc. for

Facilities Maintenance Services – CFX's Toll Facilities

Contract No. 001860

On October 22, 2021, CFX was notified that Infrastructure Corporation of America, a contractor that provided facilities maintenance services, intended to cease operations at the end of the day. On October 27, 2021 quotes were requested from qualified firms to provide facilities maintenance services for CFX's toll facilities to take the place of Infrastructure Corporation of America. Two responses were received by the November 1, 2021 deadline. Those firms were Louis Berger Hawthorne Service, Inc. and Roy Jorgensen Contract Services, LLC.

In accordance with CFX's Procurement Policy and Florida Statutes, the Executive Director approved the emergency contract to Louis Berger Hawthorne Service, Inc. on December 2, 2021. Board ratification of the contract award to Louis Berger Hawthorne Service, Inc. in the amount of \$1,326,000.00 for six months is requested.

Reviewed by:

Don Budnovich, PE

Director of Maintenance

Glenn Pressimone, PE

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT NO. 001860

This Contract No. 001860 (the "Contract" as defined herein below), is made this 3rd day of December 2021, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called CFX and Louis Berger Hawthorne Services, Inc., 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 Authority 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, in order to comply with the 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 provide facilities maintenance services for toll facilities on S.R. 453, S.R. 414, S.R. 417, S.R. 528, S.R. 429, and Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR; and,

**WHEREAS**, on or about January 24, 2016, CFX issued a Request for Proposals (RFP001150) seeking qualified contractors to perform such tasks; and,

WHEREAS, Infrastructure Corporation of America (ICA) was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected;

**WHEREAS**, on April 14, 2016, CFX and Infrastructure Corporation of America (ICA) entered into an Agreement identified as 001150 to perform such tasks; and,

WHEREAS, On October 22, 2021, CFX was notified that Infrastructure Corporation of America (ICA), a contractor that provides facilities maintenance services and roadway and bridge maintenance services to CFX, intended to cease operations at the end on the day. DBI Services, as the successor in interest to Infrastructure Corporation of America, was previously awarded two contracts, 001150 and 001152, which require significant maintenance responsibilities of our roadways and facilities. A lapse of maintenance or failure of any of these items would represent an immediate danger to the public health, safety or welfare, particularly during a pandemic when there is a need for heightened custodial care for public buildings and areas utilized by CFX employees; and,

WHEREAS, on October 25, 2021, in accordance with Section 287.057(3)(a), Florida Statutes, the CFX Executive Director declared that an immediate danger to the public health, safety or welfare exists requiring emergency action including the procurement of emergency services for certain necessary maintenance services; and,

**WHEREAS**, on or about October 27, 2021, CFX issued an emergency Request for Quotes seeking an interim qualified contractor to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Quotes and was ultimately selected;

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

## 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include maintenance of, and administration and management services related to, toll facilities on S.R. 408, S.R. 414, S.R. 417, S.R. 528, S.R. 429, and Goldenrod Road Extension, the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road and in the Good Homes Shopping Center, 8919 West Colonial Drive) in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services (including the Addendum to the Scope of Services and the Maintenance Specifications) attached as **Exhibit "A."** 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.

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

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services (including the Addendum to the Scope of Services and the Maintenance Specifications),
- 1.4 The Method of Compensation,
- 1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

## 2. TERM AND NOTICE

The term of the Contract shall be on a month to month basis and shall commence from the date in the Notice to Proceed from CFX until the Contractor is provided a Notice of Termination. The month to month term is to allow CFX time to successfully identify a permanent Contractor through a Request for Proposal process and the mobilization of the permanent Contractor to begin said services. CFX hereby notifies the interim Contractor that no privileges, rights, or guarantees are conferred upon them that will benefit them in the final selection of a Permanent Contractor.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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 and equipment on the sites where work is or was occurring, 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 and the surety shall be jointly and severally liable and 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.

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 cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

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

- 3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached as **Exhibit "B."**.
- 3.2 The month to month Contract Amount is \$221,000.00 in accordance with the Contractor's Price Proposal attached as **Exhibit "C."**.

#### 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 or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and 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 of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## 5. DISADVANTAGED/MINORITY AND WOMEN'S 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 maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. 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 Contract Date hereof 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.

## 6. CONTRACTOR INSURANCE

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

- 6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.
- 6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

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

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

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

## 7. CONTRACTOR RESPONSIBILITY

- 7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
  - (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;
  - (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;
- 7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with 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.
- 7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought

about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

- 7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.
- 7.5 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.
- 7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's facilities maintenance services.

## 8. 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, Project Manager and Superintendent (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 hire and 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. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

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 without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

The CONTRACTOR's managers and superintendents 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.

## 9. INDEMNITY

The CONTRACTOR shall indemnify and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission 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:

- 9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- 9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of 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.

## 10. PUBLIC RECORDS

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

## 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 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. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

CONTRACTOR acknowledges that 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.

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 "D"**.

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

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

## 15. 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.

## 16. 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.

#### 17. 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 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.

Notwithstanding the foregoing:

- 17.1 CONTRACTOR may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and
- 17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:
  - (i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and
  - (ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and
  - (iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to 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.

## 18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/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.

## 19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

#### 20. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), <u>less</u>: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to 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 therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges,

fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

## 21. OTHER SEVERABILITY

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

## 22. GOVERNING LAW

This Contract 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.

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

## 23. RELATIONSHIPS

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

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

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

## 24. INTERPRETATION

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

## 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 CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 25.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 26: 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 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

## 27. EXHIBITS

Exhibit "A" Scope of Services (including the Addendum to the Scope of Services and the Maintenance Specifications)

Exhibit "B" Method of Compensation

Exhibit "C" Price Proposal

Exhibit "D" Potential Conflict Disclosure Form

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 Executive Director on December 2, 2021.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth	Williams Digitally signed by Aneth W Date: 2021.12.14 14:00:32 -0	illiams 5'00'
Γ	Director of Procurement	
Print Name:	Aneth Williams	_
LOUIS BERGER	HAWTHORNE SERVICES, INC.	
By:	9/200	_
Print Name: Kenn	eth Cockrill	
Title: Senior Vice President		
Mark '	V. Sadowski Digitally signed by Mark V. Sadowski O-Kron-Mark V. Sadowski O-WSP USA, ou-Corporate Counsel/Assistant Secretary, email=mark.sadowski@wsp.com, c=US Date: 2021.12.08 1233:17-0500	THURNE SE
Mark	Sadowski, Assistant Secretary	1984 5 г. 1984 5 г.
Approved as to form and execution, only.		
Diego "' Rodrigu	Woody" Digitally signed by Diego "Woody" Rodriguez Date: 2021.12.14 10:05:53 -05'00' eneral Counsel for CFX	_
G	eneral Counsel for CFX	
	Diego "Woody" Rodriguez Print Name	
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#### EXHIBIT "A"

## SCOPE OF SERVICES FACILITIES MAINTENANCE SERVICES

#### 1.0 OVERVIEW

1.1 The Contractor shall perform routine maintenance, administration and management services including, but not necessarily limited to, maintenance of electrical, mechanical and HVAC equipment as well as painting, carpentry and general building maintenance activities at: the CFX's toll plaza facilities (14 existing mainline plazas and 75 existing ramp plazas) along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beachline Expressway), S.R. 429 (Daniel Webster Western Beltway) and S.R. 414 (John Land Apopka Expressway), and the Goldenrod Road Extension (see listing included in the appendix); the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Ave.), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road and in the Good Homes Shopping Center, 8919 West Colonial Drive) in Orange County, Florida.

The Contractor shall also perform routine maintenance services including, but not necessarily limited to generators, air conditioners and roofs at the All Electronic Toll (AET) facility at Poinciana Parkway located in Osceola County. This facility is not staffed and has no restroom.

During the Contract duration it is anticipated three all electronic tolling facilities will be completed on S.R. 429 (Wekiva Parkway) (429-207 in March 2017; 429-207A and 429-207B in December 2017) Two ramp plazas are scheduled be completed on S.R. 528 at the new Innovation Way interchange in December 2017. The Backup Data Center at the Hiawassee Mainline Plaza is scheduled be completed in August 2016. As these facilities are added to the system, CFX and the Contractor will negotiate the additional maintenance cost and execute a supplemental agreement.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached specifications.

1.2 The Contractor shall employ on Contractor's staff, or as a subcontractor, a registered professional engineer licensed to practice in the State of Florida. The Contractor shall also provide sufficient qualified technical staff to support activities and program areas related to facilities maintenance. CFX, at its option, may elect to expand, reduce, or delete

- the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.
- 1.3 The services to be provided by the Contractor shall be furnished through a combination of Contractor staff/personnel and subcontractors under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include, but are not necessarily limited to maintenance of: drinking water systems, septic and wastewater systems, electrical, mechanical and HVAC systems. The Contractor shall be responsible for painting, caulking, carpentry, general building maintenance activities and all other maintenance services required to maintain the facilities to the standards set forth in this Scope of Services and the maintenance specifications. The Contractor shall also move furniture, files, equipment, etc., between offices and/or buildings as directed by the Director of Maintenance. These services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll equipment, fiber optic network, telephone system, guardrail, landscaping and irrigation systems are not a part of this scope and will be performed by others.
- 1.4 To avoid unnecessary repetition of expressions, whenever the term "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise.

## 2.0 MAINTENANCE AND INSPECTION

- 2.1 The Contractor shall be responsible for all facilities maintenance and inspection as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures.
- 2.2 The Contractor, through the use of its own forces or subcontractors, shall provide qualified maintenance contractors and technical and administrative personnel in appropriate numbers to ensure that required maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All activities shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of the Contract. Contractor's personnel assigned to service or repair facilities shall have the applicable manufacturer's certification and required training to perform the required service or repair.

- 2.3 The Contractor shall comply with the CFX Emergency Response Manual and Hurricane Response Plan. These manuals provide procedures for situational analysis, mobilizing personnel and equipment, information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response and hurricane response activities.
- 2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all work under control of the Contractor, its agents, employees and subcontractors. When required by the Contractor's operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.
- 2.5 Contract Administration The Contractor shall:
  - 2.5.1 Provide maintainability review of facilities design plans and specifications for the purpose of reducing the overall cost of maintenance.
  - 2.5.2 Review reports relating to the Contractor's performance and communicate with subcontractors, if necessary, regarding conformance to specifications, workmanship, etc.
  - 2.5.3 Prepare and maintain monthly progress schedules and reports applicable to all phases of maintenance operation and such special reports as may be required to keep the Director of Maintenance advised with respect to the progress of work activity. All reports and/or submittals are to be submitted via e-mail to the Director of Maintenance in pdf format, unless otherwise requested by the Director of Maintenance. The Director of Maintenance may, at any time, request hard copies of such reports and/or submittals. All pdf submittals shall be put on a cd and shall, at a minimum include:
    - a. cover page as the first page of the pdf (including report name and date)
    - b. indexed bookmarks
    - c. table of contents
    - d. specifics to the report (such as location, times, etc.), as specified in the attached maintenance specifications
  - 2.5.4 Assist the CFX in the preparation of annual maintenance budget. Identify and recommend projects to be included in the 5 Year Work Plan. Track and forecast expenditures by Mainline and Ramp Plaza.

- 2.5.5 Prepare accident claim affidavits and initiate the reimbursement process for damages to CFX property. The Contractor shall receive all reimbursements that are collected for damages to CFX property that the Contractor repairs.
- 2.5.6 Perform field review and analysis of accidents to determine any engineering deficiencies.
- 2.5.7 Assist the CFX in responding to the public interest regarding maintenance activities.
- 2.5.8 Attend, as a minimum, the following meetings:
  - a. Monthly meeting with the CFX toll operations contractor
  - b. Other meetings affecting or involving facilities maintenance activities or operations as may be scheduled by the Director of Maintenance
- 2.6 The CFX will provide the Contractor with available information concerning warranties in force for various products (e.g. pavement markings and signs, roofs, air conditioning and heating units, etc.) at CFX facilities. When a product under warranty fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify the Director of Maintenance in writing of the location and type of the non-conforming product, quantity of the non-performing product and the schedule for repair work.

## 3.0 CONTROL OF THE WORK

3.1 The Contractor shall develop, prepare, and implement a Facilities Maintenance Operations Work Plan. The Work Plan shall contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The date may be expressed by week or by any other more specific periods or date the Contractor selects.

A draft of the Work Plan shall be submitted to the Director of Maintenance within 30 days after the date of the Notice to Proceed. After reviewing the plan, a meeting with the Contractor will be conducted to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

The Contractor shall submit an updated Work Plan to the Director of Maintenance at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

## 3.2 CFX Director of Maintenance

All work shall be subject to review and acceptance by the CFX Director of Maintenance (or such other person designated by the Executive Director), or designated representative, who shall evaluate the Contractor's work for compliance with the Contract Documents. The CFX 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.

## 3.3 Traffic Control

The Contractor shall adhere to the requirements of FHWA's MUTCD, latest edition, Part 6. For operations requiring closure of travel lane(s), the Contractor shall comply with the FDOT Standard Specifications for Road and Bridge Construction, latest edition, Section 102-3.2, Worksite Traffic Supervisor, and FDOT Index Drawings Series 600, latest edition, which are hereby incorporated by reference as if fully set forth herein.

The Contractor shall assist the CFX toll operations contractor in the handling and maintenance of traffic during special events in the Orlando area such as the Citrus Bowl game(s), other sporting events impacting toll facilities and space vehicle launches from Cape Canaveral. The Contractor shall provide traffic control devices including, but not limited to, message boards at the Beachline Main Toll Plaza and Dallas Mainline. The Contractor shall also provide necessary labor to assist the CFX toll operations contractor in moving the traffic control devices. Maintenance of traffic requirements at the Beachline Main and Dallas Toll Plazas during space vehicle launches may occur day or night and will control the traffic going to and returning from the launches until all traffic has returned to normal flow. Traffic conditions related to launches may be continuous for several days.

The Contractor shall include four (4) events associated with the Citrus Bowl and eight (8) events on S.R. 528 annually. Additional events beyond those anticipated will be considered additional compensation for time and costs to be negotiated and paid from the Work Order Allowance.

## 3.4 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 prices because of deletion of work items or delay because of activities by others.

The Contractor shall coordinate and cooperate to the fullest extent in the scheduling and performance of work by the CFX toll equipment contractor in order to obtain the highest level of service possible.

#### 3.5 Subcontractors

The Contractor shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of the Contract or any portion thereof without the written consent of CFX which may be withheld in CFX's sole and absolute discretion. A list of approved subcontractors shall be made a part of the Contract.

Subsequent to the execution of the Contract, any additions to the list will require prior approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), will also require prior approval by the CFX Board. No such subcontract shall be executed by the Contractor until Board approval is given. Refer to the Contract, Article 17, Subletting and Assignment, for additional requirements.

## 4.0 OTHER REQUIREMENTS

- 4.1 Permits, Notifications and Fees
  - 4.1.1 Unless otherwise specified, the 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.
  - 4.1.2 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.

4.1.3 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 the CFX nor relieve the Contractor of its liabilities.

## 4.2 Hazardous or Toxic Waste, Pollutants

- 4.2.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Director of Maintenance shall be notified immediately. 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.
- 4.2.2 The 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 directed by the Director of Maintenance.
- 4.2.3 The Contractor shall dispose of the hazardous substance, toxic waste or pollutant in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction.

## 4.3 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 the Contractor (or its employees, agents or subcontractors) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

## 4.4 Safety

4.4.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Loss Prevention Manual (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.

- 4.4.2 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).
- 4.4.3 Contractor and subcontractor personnel shall wear reflectorized high visibility orange or lime safety vests within 15 feet of the roadway. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.
- 4.4.4 Vehicles used on the roadway shall be equipped with flashing strobe lights approved by the Director of Maintenance.

#### 4.5 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, 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.

#### 4.6 Escrow of Price Proposal Records

With the execution of the Contract, the Contractor shall submit to CFX, in sealed container(s), a legible copy of the Proposal Records used by the Contractor to prepare its Price Proposal for the Contract. The container(s) shall be clearly marked "Price Proposal Records for Contract" and shall show on the face of the container(s) the Contractor's

name, address, date of submittal and Contract number. CFX will maintain the container(s) in a sealed condition.

In addition to the Proposal Records, the Contractor shall execute and submit an affidavit, signed under oath by the Contractor, listing each 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 Proposal Record, other than the Proposal Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor.

Following execution of the Contract, CFX will hold the sealed container(s) and the original affidavit until the Contractor seeks an adjustment in time or money and files a claim or initiates arbitration against CFX. Such acts by the Contractor shall be sufficient grounds for CFX to open the sealed container(s). CFX reserves the right to reveal the contents of the sealed container(s) to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the bid documents included in the sealed container(s) will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

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

#### 4.7 Minority and Women Owned Businesses (M/WBE)

General: The Contractor is encouraged to continue to meet or demonstrate the 15% participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort herein. The Contractor shall demonstrate through documentation that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's

Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary. Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the Director of Maintenance at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

- 4.7.1 Disadvantaged, Minority and Women Owned Businesses Participation Objective
  - 4.7.1.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.
  - 4.7.1.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:
  - (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
    - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
    - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
    - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
    - (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

- (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
- (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.
- 4.7.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:
  - 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
  - 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
  - 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
  - 4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
  - 5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist

with developing joint ventures, partnering, and mentorship.

- 4.7.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:
  - 1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
  - 2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
  - 3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
  - 4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
  - 5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
    - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
    - (b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular

dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

- 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
- 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
  - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 4.7.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:
  - 1. the procedures adopted to comply with these special provisions;
  - 2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
  - 3. the dollar value of the contracts awarded to D/M/WBEs;
  - 4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
  - 5. a description of the general categories of contracts awarded to D/M/WBEs;
  - 6. the specific efforts employed to identify and award contracts to D/M/WBEs;
  - 7. maintenance of records of payments and monthly reports to CFX;
  - 8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
  - 9. any other records required by CFX's Director of Maintenance or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

#### 4.7.5 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", which shall be completed and submitted with the

"Request For Authorization To Sublet Work". One copy of the certification will be attached to each copy of the "Request For Authorization To Sublet Work".

#### 5.0 PROSECUTION AND PROGRESS OF WORK

# 5.1 Beginning Work

The Contractor shall commence work on the date specified in the Notice to Proceed. The term of the Contract will begin on the date established in the Notice to Proceed.

#### 5.2 Status of Work

The Contractor shall keep the Director of Maintenance advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with the CFX. The CFX or Contractor may request and be granted a conference with the other party.

### 5.3 Facilities Maintenance Operations

5.3.1 The Contractor shall be available on a 24-hour a day, 7-day a week, 52-week a year basis. The Contractor shall schedule maintenance operations to minimize inconvenience to operations staff, adjacent businesses, residences and the public.

An individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit by certified mail to the Florida Highway Patrol and other local law enforcement agencies, a description of the Project and the name(s) and telephone number(s) of individual(s) designated to be contacted in cases of emergencies. A copy of these submittals shall also be provided to the CFX.

5.3.2 Unless otherwise specified or approved by the CFX, the Contractor's normal work hours shall be 7:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor is advised that certain maintenance activities may need to be performed during other than regular hours (e.g. 5:00 p.m. to 7:00 a.m.) to avoid affecting toll collection capacity.

No work shall be done when weather conditions limit good visibility to less than five hundred (500) feet. Work may only be performed during prohibited times with written permission from the CFX, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.

- 5.3.3 Prior to beginning maintenance operations, the Contractor shall submit to the CFX, for approval, two (2) copies of the Contractor's proposed plan and methods for performing the required facilities maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show lines of communication with the CFX's toll equipment contractor and toll collection contractor. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal operations of facilities and the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.
- 5.3.4 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees requiring access to any CFX facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to the Director of Maintenance prior to beginning work under the Contract. Any employee not on the Contractor's list and not having the proper photo identification will not be allowed access to toll facilities.
- 5.3.5 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way (fence) line as possible. Do not park equipment overnight in the median regardless of the width of the median. Conduct all service and supply operations as close to the right-of-way (fence) line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.
- 5.3.6 In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the CFX may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.

- 5.3.7 The Director of Maintenance will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall not exceed 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:
  - a. Up to 1 hour late \$250.00 reduction.
  - b. More than 1 hour late \$250.00 reduction per hour.

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Director of Maintenance that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this sub article.

No extension of the emergency response time will be granted by the CFX due to travel distance requirements of the response crew. Completion of routine work orders shall not be affected by the issuance of emergency response work orders.

- 5.3.8 Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:
  - (i) The Contractor being unable to work at least fifty percent (50%) of the normal work day due to adverse weather conditions, or
  - (ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday.

The Director of Maintenance will monitor the effects of weather and, when found justified, recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by the CFX.

# 5.4 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.

# 5.5 Liquidated Damages

- 5.5.1 The Contractor shall pay to the CFX liquidated damages not to exceed \$1000 per day for failure of the Contractor to complete the work within the time stipulated in the Work Plan or within such additional time as may have been granted by the CFX. It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.
- 5.5.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, default days shall be counted in calendar days.
- 5.5.3 If the Contractor (or, in circumstance of the Contractor default, the surety) fails to complete the work within the time stipulated in the Work Plan, or within such extra time as may have been granted by the CFX, the Contractor (or the surety) shall pay to the CFX, not as a penalty but as liquidated damages, the amount due.
- 5.5.4 Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of the CFX of the liquidated damages due under the Contract.
- 5.5.5 In the event of default by the Contractor and the completion of the work by the CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any

- delay in the final completion of the work due to any unreasonable action or delay on the part of the CFX.
- 5.5.6 The work will be considered completed when all work has been accepted by the Executive Director or authorized designee. The CFX reserves the right to apply as payment on such liquidated damages any money due the Contractor by the CFX.

## 5.6 Evaluation and Acceptance of Work

- 5.6.1 The performance of the Contractor under the terms of the Contract will be subject to review by the Director of Maintenance. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or work.
- 5.6.2 Acceptable work quality will be determined by the Director of Maintenance.
- 5.6.3 The Contractor shall certify that work quantities and quality were accomplished in accordance with the maintenance specifications. The certification shall be included in the monthly payment request documentation.
- 5.6.4 Parts and materials provided by the Contractor for repairs and maintenance shall be new. Rebuilt or repaired parts will not be acceptable.
- 5.6.5 All parts and materials shall be of a brand or quality equal to or better than the ones being replaced and shall be 100% compatible with the existing equipment.
- 5.6.6 The CFX reserve the right to make other arrangements for purchasing parts and materials necessary for repairs and maintenance at any time, if the interest of the CFX requires such arrangements.

#### 5.7 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.

#### 5.7.1 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:

- i. 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
- ii. 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
- iii. 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 nor 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 proceedings, all participants shall be afforded prehearing discovery in accordance with the rules of the American Arbitration Association.

# END OF SCOPE OF SERVICES

- SA1 N/A Changes have been incorporated into the scope.
- SA2 CFX desires to add maintenance by the Contractor of the Hiawassee Backup Data Center including the following services in accordance with the applicable specifications: locksmith; pest control; plumbing inspection twice per year; annual roof inspection; plumbing maintenance; roof maintenance; annual dry chemical inspection; painting; miscellaneous building repairs. Maintenance services will not include air conditioning repair and maintenance or generator repair and maintenance which will be performed by others.
- SA3 CFX desires to add maintenance by the Contractor of the Ponkan, Coronado and Mount Plymouth toll plaza buildings including the following services in accordance with the applicable specifications: locksmith; pest control; plumbing inspection twice per year; annual roof inspection; plumbing maintenance; roof maintenance; annual dry chemical inspection; painting; miscellaneous building repairs.
- SA4 CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for second shift. (1) additional staff person will be provided from 9:00 p.m. 2:00 a.m.
- SA5 N/A added funding only.
- SA6 1. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for second shift. (1) additional staff person and additional supplies will be provided from 7:00 p.m. 11:00 p.m., Monday through Friday.
  - 2. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for second shift. (1) additional staff person and additional supplies will be provided from 7:00 p.m. 11:00 p.m., Monday through Friday.
  - 3. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for the New Patio Area during the first shift. (1) additional staff person and additional supplies will be provided from 10:00 a.m. 3:00 p.m., Monday through Friday.
- SA7 N/A added funding only.
- SA8 N/A added funding only.

# CONSENT AGENDA ITEM #12

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams Will

Director of Procurement

DATE: April 19, 2022

SUBJECT: Approval of Supplemental Agreement No. 1 with Jorgensen Contract Services,

LLC for Roadway and Bridge Maintenance Services -

SR 453, SR 429, SR 414 and SR 451

Contract No. 001861

Board approval of Supplemental Agreement No. 1 with Jorgensen Contract Services, LLC for a not-to-exceed amount of \$105,000.00 and time extension through July 31, 2022 is requested. The original emergency contract was approved for six months.

The Supplemental Agreement adds highway lighting services to the scope.

 Original Contract
 \$2,100,000.00

 Supplemental Agreement No. 1
 \$ 105,000.00

 Total
 \$2,205,000.00

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: Roadway and Bridge Maintenance Services

SR 453, SR 429, SR 414 and SR 451

Contract No: 001861

This Supplemental Agreement No. 1 entered into this 12<sup>th</sup> day of May 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, LLC, (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 24, 2021, for services pertaining to Roadway and Bridge Maintenance Services (the "Contract").

- 1. CFX wishes to add and extend the time for the highway lighting services within the Scope of Service for an until July 31, 2022 with an increase of \$105,000.00 to the Contract amount; and,
- 2. The CONTRACTOR hereby agrees to the addition and time extension of the highway lighting services of the Scope of Service, and an additional \$105,000.00 to the Contract.; and,
- 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, if any, 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.
- 4. This Supplemental Agreement No. 1 is necessary to facilitate the addition, time extension and additional funds to the Contract.

# SUPPLEMENTAL AGREEMENT NO. 1

Contract Name:

Contract No: 001861	
Amount of Changes to this document: \$105,000.0	0
This Supplemental Agreement No. 1 entered intabove.	to as of the day and year first written
CENTRAL FLORIDA EXPRESSWAY AUTH	ORITY
By:	
Aneth Williams, Director of Procurement	
Date:	
JORGENSEN CONTRACT SERVICES, LLC	
By:	
Authorized Signature	
Print Name:	_
Title:	
<b>A</b> 44 - 4	
Attest:Notary	_
Date:	
	Approved as to form and legality by legal
	counsel to the Central Florida
	Expressway Authority on this day of, 2022 for its exclusive use
	and reliance.
	By: Diego "Woody" Rodriguez,
	General Counsel

Roadway and Bridge Maintenance Services SR 453, SR 429, SR 414 and SR 451

# **AGREEMENT**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND

JORGENSEN CONTRACT SERVICES, LLC

# ROADWAY AND BRIDGE MAINTENANCE SERVICES CONTRACT NO. 001861

CONTRACT DATE: NOVEMBER 24, 2021 CONTRACT AMOUNT: \$2,100,000.00

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY ROADWAY AND BRIDGE MAINTENANCE SERVICES S.R. 453, S.R. 429, S.R. 414, AND S.R. 451 CONTRACT NO. 001861

This Contract No. 001861 (the "Contract" as defined herein below), is made this 24th day of November 2021, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called CFX and Roy Jorgensen Ass., Inc., 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 Authority 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, in order to comply with the 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 provide roadway and bridge maintenance services on S.R. 453, S.R. 429, S.R. 414, and S.R. 451 and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

WHEREAS, on or about January 15, 2017, CFX issued a Request for Proposals (RFP001152) seeking qualified contractors to perform such tasks; and,

WHEREAS, Infrastructure Corporation of America (ICA) was the successful one of five qualified firms that responded to the Request for Proposals and was ultimately selected;

WHEREAS, on April 13, 2017, CFX and Infrastructure Corporation of America (ICA) entered into an Agreement identified as 001152 to perform such tasks; and,

WHEREAS, On October 22, 2021, CFX was notified that Infrastructure Corporation of America (ICA), a contractor that provides facilities maintenance services and roadway and bridge maintenance services to CFX, intended to cease operations at the end on the day. DBI Services, as the successor in interest to Infrastructure Corporation of America, was previously awarded two contracts, 001150 and 001152, which require significant maintenance responsibilities of our roadways and facilities. A lapse of maintenance or failure of any of these items would represent an immediate danger to the public health, safety or welfare, particularly during a pandemic when there is a need for heightened custodial care for public buildings and areas utilized by CFX employees; and,

WHEREAS, on October 25, 2021, in accordance with Section 287.057(3)(a), Florida Statutes, the CFX Executive Director declared that an immediate danger to the public health, safety or welfare exists requiring emergency action including the procurement of emergency services for certain necessary maintenance services; and,

**WHEREAS,** on or about October 27, 2021, CFX issued an emergency Request for Quotes seeking an interim qualified contractor to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Quotes and was ultimately selected;

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

#### 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include maintenance of, and administration and management services related to roadways and bridges on S.R. 453, S.R. 429, S.R. 414, and S.R. 451 in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services (including the Addendum to the Scope of Services and the Maintenance Specifications) attached as **Exhibit** "A." 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.

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

- 1.1 The Contract, including insurance policies,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services (including the Addendum to the Scope of Services and the Maintenance Specifications),
- 1.4 The Method of Compensation,
- 1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

#### 2. TERM AND NOTICE

The term of the Contract shall be on a month to month basis and shall commence from the date in the Notice to Proceed from CFX until the Contractor is provided a Notice of Termination. The month to month term is to allow CFX time to successfully identify a permanent Contractor through a Request for Proposal process and the mobilization of the permanent Contractor to begin said services. CFX hereby notifies the interim Contractor that no privileges, rights, or guarantees are conferred upon them that will benefit them in the final selection of a Permanent Contractor.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner. CFX will give notice in writing to the 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 and equipment on the sites where work is or was occurring, 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 cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

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

- 3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached as **Exhibit "B."**.
- 3.2 The month to month Contract Amount is \$350,000.00 in accordance with the Contractor's Price Proposal attached as **Exhibit "C."**.

#### 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 or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and 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 of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## 5. DISADVANTAGED/MINORITY AND WOMEN'S 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 maximum opportunity to participate in the provision of the Services with respect to the operation

and maintenance of the System. 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 Contract Date hereof 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.

#### 6. CONTRACTOR INSURANCE

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

- 6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.
- 6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to

CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

#### 7. CONTRACTOR RESPONSIBILITY

- 7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
  - (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;
  - (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;
- 7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with 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.
- 7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR,

CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

- 7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.
- 7.5 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.
- 7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's roadway and bridge maintenance services.

# 8. 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, Project Manager and Superintendent (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 experience.

CONTRACTOR shall hire and 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. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

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 without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

The CONTRACTOR's managers and superintendents 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.

#### 9. INDEMNITY

The CONTRACTOR shall indemnify and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission 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:

- 9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- 9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of 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.

#### 10. PUBLIC RECORDS

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

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

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

CONTRACTOR acknowledges that 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.

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 "D"**.

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

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313

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

#### 15. 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.

#### 16. 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.

#### 17. 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 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.

Notwithstanding the foregoing:

- 17.1 CONTRACTOR may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and
- 17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:
  - (i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

- (ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and
- (iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and
- (iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to 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.

#### 18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/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.

#### 19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where

work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

# 20. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), <u>less</u>: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to 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 therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

#### 21. OTHER SEVERABILITY

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

#### 22. GOVERNING LAW

This Contract 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.

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

#### 23. RELATIONSHIPS

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

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

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

#### 24. INTERPRETATION

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

#### 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 CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 25.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 26; 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 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

#### 27. EXHIBITS

Exhibit "A" Scope of Services (including the Addendum to the Scope of Services and the Maintenance Specifications)

Exhibit "B" Method of Compensation

Exhibit "C" Price Proposal

Exhibit "D" Potential Conflict Disclosure Form

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 Executive Director on \_\_\_11/23/21\_\_\_.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
By:	_
Director of Procurement	
Print Name: Aneth Williams	_
CONTRACTOR: ROY JORGENSON ASS., INC.	
By: Douglas W. Selby  Douglas W. Selby (Nov 24, 2021 IS:17ES1)	
By: DouglaSW Selby (Nov 24, 2021 15:17 EST)	-
Print Name:	_
Title:President	
ATTEST: Donna M. Morgan	( <b>S</b> eal)
Approved as to form and execution, only.	
Diego "Woody" Rodriguez Diego Woody" Rodriguez (Nov 24, 2021 16:37 EST)	_ ;
General Counsel for CFX	
Diego "Woody" Rodriguez	-
Print Name	

# Exhibit A SCOPE OF SERVICES ROADWAY AND BRIDGE MAINTENANCE SERVICES S.R. 429, S.R. 414, AND S.R. 451 CONTRACT NO. 001861

#### 1.0 OVERVIEW

1.1 The Contractor shall perform maintenance of and administration and management services related to roadways (including out parcels) and bridges along S.R. 429 (Daniel Webster Western Beltway) between Seidel Road to north of Kelley Park Road, along S.R. 414 (John Land Apopka Expressway) between S.R. 429 and US 441, and S.R. 451 from S.R. 414 to US 441in Orange County, Florida.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached specifications.

- 1.2 The Contractor, or an approved subcontractor, shall employ a full-time registered professional engineer licensed to practice in the State of Florida and sufficient qualified technical and professional staff to support activities and program areas including, but not limited to: roadway and bridge maintenance contract administration; maintenance contract development; maintenance condition survey management; road serviceability analysis; and transportation safety management. CFX, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.
- The services to be provided by the Contractor shall be furnished through a combination of 1.3 Contractor staff/personnel and subcontractors/subconsultants under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include, but are not necessarily limited to maintenance of: roadway features (pavement); roadside features (e.g., soil shoulders, slopes, and fence); traffic services features (e.g., signs, striping, and guardrail); vegetation/aesthetics (e.g., mowing and litter); and drainage (e.g., ditches and inlets). Work shall also include responsibility for traffic operations; reviewing bridge inspection reports and preparing and implementing a plan for repairs of noted deficiencies; performing road serviceability analysis; and responsibility for permit operations. These services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll facilities and equipment, the fiber optic network, landscaping and aquatic weed control are not a part of this scope and will be performed by others.

- 1.4 CFX does not guarantee that all of the services described in this 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 others or, where applicable, by Florida Department of Transportation (FDOT).
- 1.5 During the term of the Contract, the remaining portions of S.R. 429 and the new S.R. 453 (constructed as part of the Wekiva Parkway project) will be accepted and opened to the public in phases. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work for each phase through supplemental agreements at costs to be negotiated between CFX and the Contractor.

#### 2.0 ROADWAY MAINTENANCE AND INSPECTION

- 2.1 The Contractor shall be responsible for all routine bridge maintenance, roadway maintenance (roadway features, roadside features, traffic services features, vegetation/aesthetics and drainage) and inspection and administrative functions as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures.
- 2.2 The Contractor, through the use of subcontractors and subconsultants, shall provide qualified maintenance contractors and technical and administrative personnel in appropriate numbers to ensure that maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All activities shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of the Contract.
- 2.3 The Contractor shall comply with the CFX Incident Response Plan. This document provides procedures for situational analysis, mobilizing personnel and equipment, information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response activities.
  - 2.3.1 The Contractor shall comply with the CFX Open Road Tolling procedures policy letter for scheduled or emergency closing of express toll lanes.
- 2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all work under control of the Contractor, its agent, employees and subcontractors/subconsultants. When required by the Contractor's operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.

- 2.5 The Contractor shall review Bridge Inspection Reports received by CFX. The Contractor shall have complete responsibility for scheduling and performing bridge maintenance and repairs. The Contractor shall return completed signed and dated FDOT work order forms to the Director of Maintenance to include photographs of the completed repairs. CFX will review the documents and notify FDOT to close the work order within 60 days for Priority 1 work orders, 180 days for Priority 2 and 3 work orders and within 2 years for Priority 4 work orders. Work not completed within this time frame will be subject to a reduction in compensation due the Contractor of \$200 per day per work order for each day the work is not completed.
- 2.6 Road Serviceability Analysis The Contractor shall:
  - 2.6.1 Attend MRP inspection with FDOT and Director of Maintenance. Review results of the Maintenance Rating Program (MRP) inspection performed by FDOT and initiate corrective action based on undisputed MRP inspections within 30 days of receipt of the findings from the Director of Maintenance.
  - 2.6.2 Prepare road serviceability analyses and documentation to correct identified deficiencies. Use the current year Annual Inspection Report compiled by CFX's General Engineering Consultant as a baseline of the deficiencies needing repair. Integrate report findings in Contractor's Work Plan.
  - 2.6.3 Perform Road Characteristics Inventory (RCI) field review and document changes. Develop and maintain an up to date inventory of CFX assets of roadway items and bridge features within 180 days of Notice to Proceed. Use FDOT Straight Line Drawings (SLD) to populate initial inventory.
- 2.7 Contract Administration The Contractor shall:
  - 2.7.1 Review maintenance contract reports relating to Contractor's performance and communicate with subcontractors, if necessary, regarding negative conformance to specifications, workmanship, etc.
  - 2.7.2 Prepare and maintain monthly progress schedules and reports applicable to all phases of maintenance operation and such special reports as may be required to keep CFX advised with respect to the progress of work activity.
    - 2.7.2.1 Provide the monthly report in a format that includes all Activity Groups and Activity Codes, quantities and applicable measurement units (i.e. acre, square foot/yard, each, etc.) as described in the FDOT Maintenance Cost Handbook.
  - 2.7.3 Assist CFX in responding to the public interest regarding maintenance activities.

- 2.8 In all cases and scenarios prepare accident claim in form and content reasonably satisfactory to CFX.
  - 2.8.1 For matters or incidents in an amount less than or equal to \$25,000.00, or the CFX insurance contract deductible, whichever is greater, in estimated repair damages for any particular occurrence due to the intentional acts or negligence of any third party or parties, the Contractor shall:
    - (i) Provide a copy of said accident claim to CFX for its records; and
    - (ii) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and
    - Seek reimbursement of the expenses made in connection with the (iii) aforementioned repair and/or maintenance, at Contractor's sole expense, only from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek reimbursement from the CFX. Nor shall the Contractor seek reimbursement from the CFX insurance carrier or carriers without first obtaining written approval from CFX, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third Party Insurers, but not against CFX, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, or the CFX insurance carrier or carriers, whether in law or in equity.
  - 2.8.2 For matters or incidents in an amount greater than \$25,000.00, or CFX's insurance contract deductible, whichever is greater, in estimated repair damages for any particular occurrence due to the intentional acts or negligence of any third party or parties, as an absolute condition of the Contractor being reimbursed by CFX, the Contractor shall:
    - (i) Submit said accident claim affidavit to CFX; and
    - (ii) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and

- Notify CFX in writing, that the Contractor seeks reimbursement of (iii) the Contractor's expenses, reasonably related to such repairs and/or maintenance, whereby CFX, shall at its expense, file a reimbursement claim with the CFX insurance carrier or carriers. Should the CFX insurance carrier or carriers fail to pay all of any particular reimbursement claim, the Contractor may, but shall have no obligation to, seek reimbursement of any particular claim shortfall from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek any reimbursement from the CFX insurance carrier or carriers, whether or not the claim is based on bad faith or otherwise, without first obtaining written approval from CFX, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third Party Insurers, but not against CFX, its employees, officers, agents, representatives, consultants, or their respective employees, officers representatives, whether in law or in equity.
- 2.8.3 Contractor and its assigns, if any, hereby waive any and all claims, reimbursement requests, and the like, against any self-insurance policy or policies of CFX and of the Florida Department of Transportation.

#### 3.0 CONTROL OF THE WORK

3.1 The Contractor shall develop, prepare, and implement a Roadway Maintenance Operations Work Plan.

The Work Plan shall contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The date may be expressed by week or by any other more specific periods or date the Contractor selects.

A draft of the Work Plan shall be submitted to CFX within 30 days after the date of the Notice to Proceed. CFX will review the plan and meet with the Contractor to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

The Contractor shall submit an updated Work Plan to CFX at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

#### 3.2 Director of Maintenance

To avoid unnecessary repetition of expressions, whenever in the Scope of Services, Maintenance Specifications or other Contract Documents the term "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise.

All work shall be subject to review and acceptance by the Director of Maintenance who shall evaluate the Contractor's work for compliance with the Contract Documents. The Director of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

#### 33 Coordination of Contract Documents

The Scope of Services, Maintenance Specifications and all supplementary documents are integral parts of the Contract Documents and a requirement occurring in one document is as binding as though occurring in all documents. Section 102, Maintenance of Traffic, which is included in the Maintenance Specifications as Attachment 19, replaces Section 102 in the FDOT Standard Specifications for Road and Bridge Construction. The remainder of the Standard Specifications, (current edition at the time of Contract execution) and the FDOT Design Standards, January 2016 edition, are incorporated by reference as if fully set forth herein. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

- 1. Scope of Services
- 2. Maintenance Specifications
- FDOT Standard Specifications, current edition at time of Contract execution.
- 4. FDOT Design Standards, January 2016 edition

Unless specifically allowed by the Director of Maintenance, the Method of Measurement and the Basis of Payment articles in all sections of the Standard Specifications will not apply to this Contract. All payments to the Contractor will be based on the lump sum and unit price amounts shown in the Price Proposal.

#### 3.4 Traffic Control and Lane Closures

The Contractor shall adhere to the requirements of Part 6 of the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic, and FDOT Design Standards Drawing No. 600.

No work shall occur on CFX's system between the hours of 6:00 am and 11:00 pm, Monday through Sunday, without the permission of the Director of Maintenance. Ramp closures will only be permitted between the hours of 11:00 pm and 5:00 am any day of the week.

If, in the opinion of the Director of Maintenance, any permitted lane closure(s) causes extended traffic congestion the Contractor shall, at the direction of the Director of Maintenance, open any temporary lane closures until traffic is returned to an acceptable flow as determined by the Director of Maintenance.

Delay costs to the public will result if all lanes are not open to traffic during the times noted above. The Contractor shall plan its operations such that all equipment and materials except those required for the safety of the traveling public are removed from the clear zone and lanes are reopened for traffic by the times noted above. A damage recovery cost will be assessed for failure by the Contractor to clear traffic lanes in the following amount:

Costs will be assessed beginning at the appropriate time as shown above and continue until all lanes are open and traffic flow is restored as recorded by the Director of Maintenance. CFX shall have the right to apply as payment on such damages any money which is due to the Contractor by CFX. At the discretion of the Director of Maintenance, damage recovery costs will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

#### 3.5 Other Work

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

#### 3.6 Subcontractors

The Contractor shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of the Contract or any portion thereof without the written consent of CFX which may be withheld in CFX's sole and absolute discretion. A list of approved subcontractors shall be made a part of the Contract. Subsequent to the execution of the Contract, any additions to the list will require prior approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), will also

require prior approval by the CFX Board. No such subcontract shall be executed by the Contractor until Board approval is given. Refer to Article 17, Subletting and Assignment, in the Contract for additional requirements.

Promptly upon request of CFX, the Contractor shall remove from the activities associated with or related to the performance of the Contract any subcontractor, at any tier, whom CFX considers unsuitable for such work. Such subcontractor shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

#### 4.0 OTHER REQUIREMENTS

- 4.1 Permits, Notifications and Fees
  - 4.1.1 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.
  - 4.1.2 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 lump sum and unit prices for the items of work in the Contract.
  - 4.1.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.
- 4.2 Hazardous or Toxic Waste, Pollutants
  - 4.2.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Director of Maintenance shall be notified immediately. 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.

- 4.2.2 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 Director of Maintenance.
- 4.2.3 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.

#### 4.3 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 (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.

#### 4.4 Safety

- 4.4.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Loss Prevention Manual (current issue at time of Contract execution) 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.
- 4.4.2 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).
- 4.4.3 The Contractor shall ensure that its workers and subcontractors at all tiers use vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 2 at all times. Class 2 vest garments will be required for all speeds. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

4.4.4 All vehicles used within the project limits shall be equipped with flashing yellow strobe lights mounted on top of the vehicle to be clearly visible. All vehicles shall be marked with the Contractor's or any tier subcontractor's name and/or logo on both sides of the vehicle in a font easily read from a distance of 15 feet.

#### 4.5 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, 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 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.

4.6 Disadvantaged, Minority and Women Owned Businesses (D/M/WBE)

General: The Contractor is encouraged to continue to meet or demonstrate the 15% participation objective could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort herein. The Contractor shall demonstrate through documentation that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary. Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or

participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely proforma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

- 4.6.1 Disadvantaged, Minority and Women Owned Businesses Participation Objective
  - 4.6.1.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

- 4.6.1.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:
- "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
  - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
  - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
  - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
  - (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  - (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
- (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common

- ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.
- 4.6.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:
  - 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
  - 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
  - 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
  - 4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
  - 5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.
- 4.6.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:
  - 1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
  - 2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
  - 3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually

- performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
- 4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
- 5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
  - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
  - (b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
    - A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
    - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
  - The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 4.6.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:
  - 1. the procedures adopted to comply with these special provisions;
  - 2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs:
  - 3. the dollar value of the contracts awarded to D/M/WBEs;
  - 4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
  - 5. a description of the general categories of contracts awarded to D/M/WBEs;
  - 6. the specific efforts employed to identify and award contracts to D/M/WBEs;

- 7. maintenance of records of payments and monthly reports to CFX;
- 8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
- 9. any other records required by the Director of Maintenance or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

#### 4.6.5 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", which shall be completed and submitted with the "Request For Authorization To Sublet Work". One copy of the certification will be attached to each copy of the "Request For Authorization To Sublet Work".

#### 5.0 PROSECUTION AND PROGRESS OF WORK

#### 5.1 Beginning Work

The Contractor shall commence work as of the date established in the Notice to Proceed. The term of the Contract will begin on the date established in the Notice to Proceed.

#### 5.2 Status of Work

The Contractor shall keep the Director of Maintenance advised as to the status of work being done by the Contractor and the details thereof on a daily basis. E-mail locations of work crews shall be sent to designated CFX maintenance personnel indicating roadway, start and proposed end location by mile post for each major work activity. Coordination shall be maintained by the Contractor with the Director of Maintenance. The Director of Maintenance or Contractor may request and be granted a conference with the other party.

#### 5.3 Maintenance Operations

5.3.1 The Contractor shall be available 24 hours a day, 7 days a week, 52 weeks a year. The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

- 5.3.2 Regular time is defined as 7:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays (Thanksgiving Day, Christmas Day, New Year's Day, Independence Day or Labor Day). When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday.
- 5.3.3 Special time is defined as 5:00 p.m. to 7:00 a.m., Monday through Friday and all day Saturdays, Sundays, and holidays. For special operations, night work may be allowed between the hours of 5:00 p.m. to 7:00 a.m., with proper lighting, if so authorized by the written approval of the Director of Maintenance (e-mail may be used).
- No work shall be done when weather conditions limit good visibility to less than five hundred (500) feet. Work may only be performed during prohibited times with written permission from the Director of Maintenance, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.
- 5.3.5 Prior to beginning maintenance operations, the Contractor shall submit to the Director of Maintenance, for approval, two (2) copies of the Contractor's proposed plan and methods for performing the required highway and bridge maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.
- 5.3.6 All Contractor, subcontractors and second tier subcontractor's vehicles shall have clear identification of the company they represent. All Contractor, subcontractor and second tier subcontractor employees requiring access to any CFX facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to CFX prior to beginning work under the Contract. Any employee not on the Contractor's list and not having the proper photo identification will not be allowed access to facilities.
- 5.3.7 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way line as possible. Equipment or vehicles shall be clearly marked with cones or lighted barricades. Do not park equipment overnight in the median regardless of the width of the median. Conduct all service and supply operations as close to the right-of-way line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.

- 5.3.8 In circumstances where the work has assigned to it a specific time increment within which to accomplish the task (if any), the Director of Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.
- 5.3.9 CFX will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:
  - a. Up to 1 hour late \$100.00 reduction.
  - b. More than 1 hour late \$200.00 reduction.
  - c. For each additional hour late \$200.00 reduction

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Director of Maintenance that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this subarticle.

No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew.

- 5.3.10 Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:
  - (i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or
  - (ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was

unable to work at least fifty percent (50%) of the normal workday on predetermined controlling work items.

The Director of Maintenance will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by CFX.

#### 5.4 Suspension of Work

CFX reserves the right (as may be 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.

CFX anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the work. Upon direction from the Director of Maintenance, the Contractor shall reduce roadway maintenance activities in the construction areas designated by CFX until such time as the suspension is lifted. The only maintenance activities that shall be performed by the Contractor in the designated areas are litter removal, herbicide applications and emergency response. Payment will only be made to the Contractor for the maintenance activities performed during the suspensions at the appropriate reduced cost per centerline or lane mile shown in the Price Proposal.

#### 5.5 Liquidated Damages

- 55.1 The Contractor (or in the circumstance of the Contractor default, the surety) shall pay to CFX, not as a penalty but as liquidated damages of \$200 per day for failure of the Contractor to complete the work within the time stipulated in the work order or maintenance specifications or within such additional time as may have been granted by CFX. It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.
- 5.5.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, default days shall be counted in calendar days.
- 5.5.3 Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

- 5.5.4 In the event of default by the Contractor and the completion of the work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the work due to any unreasonable action or delay on the part of CFX.
- 5.5.5 The work will be considered completed when all work has been accepted by the Director of Maintenance. CFX reserves the right to apply as payment on such liquidated damages any money due the Contractor by CFX.

#### 5.6 Sales and Use Taxes

Work under the Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on State, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The Contractor is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the Contractor's Price Proposal.

#### 5.7 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.

#### 5. 7. I 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:

a 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

- b. 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
- c. 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 nor 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 proceedings, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

# 5.8 Evaluation and Acceptance of Work

- 5.8.1 The performance of the Contractor under the terms of the Contract will be subject to review by CFX. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or work.
- 5.8.2 For roadway maintenance work, the major criterion used by CFX for evaluating the Contractor's performance and acceptability of the completed work will be the average "score" given to the roadway features, roadside features, traffic services features, vegetation/aesthetic (exclusive oflandscape areas maintained by others) and drainage by the Florida Department of Transportation through its annual Maintenance Rating Program (MRP). CFX will use the current FDOT weighted scoring system when evaluating the roadway system. The Contractor shall achieve and maintain an MRP of 91 for S.R. 429, S.R. 414 and S.R. 451.

The MRP score is not the only evaluation criterion that CFX will use to evaluate Contractor performance. The fact that the Contractor is able to achieve the required scores for each roadway shall not relieve the Contractor from its responsibility to constantly monitor and maintain the roadways and all of their elements and characteristics. For example, with regard to vegetation/aesthetics, CFX expects the Contractor to keep all roadways under this Contract virtually litter free on a daily basis and to ensure that all turf areas have a pleasing and presentable appearance at all times. CFX further expects the Contractor to be sensitive to the needs and

perceptions of CFX's customers who feel that paying a toll to use a roadway entitles them to a ride that is not only pleasing to the eye but also smooth, safe and comfortable as well.

The FDOT will conduct MRP ratings for CFX every four months on S.R. 429, S.R. 414 and S.R. 451. Beginning with the first four-month period, CFX will withhold from monies due the Contractor an amount equal to one percent (1%) of the cumulative amount of four months payments for each point below an overall MRP of 91 for S.R. 429, S.R. 414, and S.R. 451. CFX will withhold from monies due the Contractor an amount equal to one-half of one percent (.5%) of the cumulative amount of four months payments for each point below 89 on any element rating. CFX will withhold from monies due the Contractor an amount equal to one-tenth of one percent (0.10%) of the cumulative amount of four months payments for each percentage point below 80 on any characteristic rating. If a characteristic falling below 80 is rated on fewer than 10 inspection points, CFX will conduct a supplemental inspection of those characteristics to provide a minimum of 10 points for evaluation.

The monies withheld by CFX will be placed in the Work Order Allowance for use at CFX's sole discretion to cover the cost of additional work. Any amount remaining in the Work Order Allowance at the end of the Contract term will remain the property of CFX.

### 5.9 Compensation

The Contractor will be paid monthly for lump sum items according to the Method of Compensation, Exhibit "B".

END OF SECTION

- SA1 CFX desires to extend the limits of the roadway and bridge maintenance services along S.R. 429 (Wekiva Parkway) to include US 441 to Kelly Park Road (4.3 centerline miles). Services to be provided by the Contractor shall include those as described and detailed in Exhibit A, Scope of Services, of the Contract Documents.
- SA2 N/A added clean-up of approx. 120 downed trees due to Hurricane Irma.
- SA3 1. CFX desires to amend the Scope of Services to add services for the Wekiva Parkway (SR 429) from Kelly Park Road to ~2000 feet North East of Mount Plymouth Road (as measured along the centerline of SR 429) and SR 453 in its entirety.
  - 2. The Scope of Services to be performed for the entire Wekiva Parkway (Including that described in Item #1 above and SR 429 from the Connector Road to Kelly Park Road (ref: SA #1) shall be as follows:
  - a. Perform the "Parkway Mowing" as described below for CFX Projects 429-202 & 429-203 (SA #1) and CFX Projects 429-204, 429-205 & 429-206 (SA #3, This Agreement) for the 51 Months beginning on April 1,2018 until the current Contract Expires on June 30, 2022.
  - b. "Parkway Mowing" shall be defined as the mowing of all grassed and vegetated areas of the Wekiva Parkway within the Clear Zone in accordance with the current FDOT Design Manual (Currently 36 feet per Section 215 of the 2018 FDOT Design Manual). In addition, this mowing is to also include a section ten (10) feet wide behind guardrails and along Right of Way fences. This mowing is to be completed each cycle as specified in section 3.2 of Attachment 1 of the contract documents. Areas outside the Clear Zone are to be mowed at a reduced frequency of at least 3 times per calendar year. All areas under and within landscape planting shall be mowed around and bypassed. "Parkway Mowing" is an aesthetic treatment to the vegetation of the right of way.
  - c. Slope mowing shall be performed eight (8) times per year. Parkway mowing shall be performed twelve (12) times per year and areas outside the Clear Zone shall be mowed 3 times per year as directed by the Director of Maintenance in order to obtain the aesthetic required parkway mowing. Additional cycles will be handled out of the work order allowance.
  - d. Bridge Maintenance is not included in the performance-based scope but if necessary (subject to the approval of CFX), shall be paid from the Contract contingency fund / Work Order Allowance.
  - e. Sign Structure Maintenance is not included in the performance-based scope but if necessary (subject to the approval of CFX), shall be paid from the Contract contingency fund/ Work Order Allowance.
  - f. MSE Wall Coating Maintenance is not included in the performance-based scope but if necessary (subject to the approval of CFX), shall be paid from the Contract contingency fund/ Work Order Allowance.
  - g. Perform all other services in accordance with CFX Contract # 1152.

#### Synopsis of SA1 – SA3

#### SA3 Amendment No. 1 –

- 1. CFX desires to amend the Scope of Services in Supplemental Agreement No. 3 by deleting the "Parkway Mowing" described in item 2b and add "Roadside Mowing" as described in Attachment 1 of Contract 001152.
- 2. A complete Roadside Mowing cycle of the Wekiva Parkway (as defined in Supplemental Agreement #3) shall be performed on a monthly basis and included in the existing perforn lance requirements described in Attachment I of Contract 001152.
- 3. Items 2c, 2d, 2e, 2f and 2g of Supplemental Agreement #3 remain in effect and unchanged by this Amendment.

#### TENDER AGREEMENT

This Tender Agreement ("Agreement") is made and entered into this 23rd day of November , 2021, by and among Atlantic Specialty Insurance Company ("ASIC" or "Surety"), the Central Florida Expressway Authority, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32801-4414 ("CFX" or "Obligee"), and Jorgensen Contract Services, L.L.C., a Florida limited liability company ("Completion Contractor"). ASIC, Obligee and the Completion Contractor shall be individually referred to herein as the "Party" or collectively as the "Parties".

#### RECITALS

WHEREAS, Obligee entered into Contract No. 001152 dated April 13, 2017, as supplemented and amended by that certain Supplemental Agreement No. 1 dated July 13, 2017, that Supplemental Agreement No. 2 dated December 14, 2017, that Supplemental Agreement No. 3 dated April 23, 2018, and that Amendment No. 1 to Supplemental Agreement No. 3 dated February 13, 2020 (collectively, the "Contract") with Infrastructure Corporation of America ("Principal"), to perform certain roadway and bridge maintenance services on S.R. 429, S.R. 414, and S.R. 451 in the State of Florida ("Project") for an original total Contract Amount, as defined in the Contract, of \$9,271,953.00, which Contract Amount was subsequently supplemented and increased to \$14,502,277.00;

WHEREAS, as required by the Contract and at the request of Principal, ASIC issued Performance and Payment Bond No. 800071112 ("Payment Bond" and "Performance Bond" shall be collectively referred to as "Bond") naming Principal, as the principal, and the Obligee, as the Obligee, in the penal sum of \$1,854,390.60;

WHEREAS, on or about June 8, 2021, ASIC issued a continuation certificate for the Bond continuing the Bond for a period from July 1, 2021 to June 30, 2022 with a penal sum of \$1,854,390.60;

WHEREAS, on or about October 22, 2021 ("Default Date"), subsequent to commencing its work on the Project, Principal ceased all operations and was declared in default by the Obligee, whereby Obligee terminated the Contract for Principal's failure to perform and asserted a Performance Bond claim against ASIC;

WHEREAS, in an effort to satisfy and resolve any and all claims against ASIC by Obligee under the Performance Bond, ASIC has agreed to arrange for substitute performance of the Contract by the Completion Contractor through April 30, 2022, in accordance with the terms and conditions hereof;

WHEREAS, it is expressly acknowledged and agreed that no portion of the accrued but unpaid balance of the Contract Amount, or any other portion of the Contract Amount otherwise anticipated to have been paid by Obligee to Principal in the event Principal fully performed under the Contract (collectively, the "Remaining Contract Funds"), are due or will become due to Principal by virtue of the default and termination of Principal under the Contract, and the

Remaining Contract Funds shall be disbursed in accordance with this Agreement as follows:

Amounts accrued for work performed but not yet invoiced:

2021/2022 Q1 MRP Deduction	\$651,220.80
Unpaid Work Orders	\$20,793.47 (\$37,408.44)
October 2021	\$174,909.37
September 2021	\$246,463.20
August 2021	\$246,463.20

 Unaccrued amounts that would have been paid to Principal to complete the Contract (Excluding extra work orders):

March 2022 April 2022	\$246,463.20
February 2022	<b>\$246,463.20</b>
January 2022	<b>\$246,463</b> .20 <b>\$246,463</b> .20
December 2021	\$246,463.20
November 2021	\$246,463.20

 Amounts required to complete the performance of the Contract through April 30, 2022, by Completion Contractor (Excluding extra work orders):

TOTAL	<b>:</b> \$2,100,000.00
June 2022	
May 2022	* * *
April 2022	\$350,000.00
March 2022	The state of the s
February 2022	\$350,000.00
	\$3 <b>50,000.</b> 00
January 2022	\$350,000.00
December 2021	\$350,000.00
November 2021	\$350,000.00

 Anticipated cost of emergency response activities for essential work being performed between the Default Date and Commencement Date:

2 weeks @ \$15,000.00 per week = \$30,000.00

• AGREEMENT SUMMARY:

AGREEMENT SUMMARY: Accrued and unaccrued costs to complete work under the	\$2,130,000.00	
Contract for the Remaining Contract Term		_
Cost for the Completion Contractor and Emergency Services to complete work for the Remaining Contract Term Through	\$2,130,000.00	
April 30, 2022 Net Difference	\$0	

\* \* \* Obligee reserves the right to make additional claims against ASIC in accordance with Section 9 hereof.

WHEREAS, to fulfill its legal obligations under the Performance Bond, ASIC tenders the Completion Contractor to Obligee and arranges for Obligee to enter into a contract for the completion of the work with Completion Contractor pursuant to the terms in this Agreement.

NOW, THEREFORE, based on the exchange of valuable **consideration**, the **receipt** and sufficiency of which is acknowledged, and based on the Recitals set **forth abo**ve which **form a** part of this Agreement, ASIC, Completion Contractor and Obligee agree to the following terms and conditions:

#### **TERMS**

In consideration of the terms and conditions in this Agreement, the parties agree as follows:

- 1. RECITALS. The above Recitals are contractual and incorporated herein by reference.
- 2. COMPLETION CONTRACTOR PROPOSAL. Completion Contractor has examined the Contract and certifies that it is familiar with all of the terms and conditions of the Contract, which are incorporated by reference herein, including, without limitation, all supplemental agreements and work contained therein, the required levels of service, the maintenance rating program and any and all applicable liquidated damages, fees and penalties for noncompliance therewith. Completion Contractor diligently investigated and inspected the Project jobsite and is familiar with the work remaining to be performed on the Contract. Completion Contractor hereby confirms that it has investigated and is informed as to the status and conditions affecting the work to be done and that no representations with respect to same have been made by ASIC, Obligee, or any of their representatives. ASIC has made no warranties or representations, express or implied, to Completion Contractor with respect to the Contract or the Project. ASIC makes no representation or warranty regarding any future performance of any subcontractor or supplier, the availability of any leased equipment or facilities, or the availability of any materials supplied or to be supplied to the Project. Completion Contractor considered all of the Contract documents and jobsite conditions and observations in reaching its Completion Contractor monthly lump sum price of \$350,000.00 per month ("Completion Price") for the Remaining Contract Term (hereinafter defined).
  - (a) RCI inventory or updates to the CFX asset inventory as provided in Section 2.6.3 of the proposed scope of services cannot be completed within 180 days of the NTP and is deleted. Completion Contractor will be provided the latest RCI inventory and use reasonable means to maintain and update the RCI inventory during the terms of this Agreement and the proposed scope of services agreement.
- 3. TENDER. Pursuant to its obligations under the Performance Bond, ASIC hereby tenders the Completion Contractor to complete the Project to Obligee under this Agreement. By this Agreement with Obligee, Completion Contractor promises to be bound by and fully perform the Contract, the Completion Contract (hereinafter defined) and this Agreement. Obligee recognizes Completion Contractor as Principal's successor in interest to the original Contract. Following the Effective Date (hereinafter defined) of this Agreement, Obligee, Completion

Contractor and ASIC agree that the term "CONTRACTOR" as used in the Contract shall refer to Completion Contractor. Simultaneously with the execution of this Agreement, Completion Contractor will enter into a separate agreement in substantially the form and manner substantially attached hereto as Exhibit "A" and incorporated herein by reference ("Completion Contract") with Obligee setting forth the scope of work and other relevant terms. The scope of work of the Completion Contract shall mirror the scope of work attached to the Contract, as supplemented. Completion Contractor, Obligee and ASIC agree and acknowledge that Obligee has issued a request for proposals ("RFP") for those maintenance services performed under the Contract commencing May 1, 2022 ("Expiration Date"), and as such, the Completion Contractor shall be responsible for the performance of any and all work conducted under the Contract and the Completion Contract from the Commencement Date until the Expiration Date ("Remaining Contract Term"). Completion Contractor understands and acknowledges that the selection by ASIC of, and agreement by Obligee to, the Completion Contract for the performance of the maintenance services under the Contract and Completion Contract for the Remaining Contract Term shall in no way impact or affect the selection of the contractor under the RFP.

- 4. COMPLETION CONTRACTOR'S BONDS. Completion Contractor shall furnish to Obligee Performance and Payment Bonds in accordance with § 6.5 of the Contract in the amount of \$2,100,000.00 issued by a commercial surety with an AM Best rating of A- or better and a financial size category of VI or larger approved by the U.S. Treasury to issue a bond to the Federal Government. The Completion Contractor shall furnish those bonds on forms designated by the Obligee within five (5) calendar days of the Effective Date. ASIC shall be named as a dual obligee of Completion Contractor's bond. The Completion Contractor shall perform any and all work described in the Contract and the Completion Contract to the required levels of service set forth in the Contract. The Completion Contractor warrants all that all work to be performed by the Completion Contractor under the Contract and Completion Contract shall be performed in accordance with the warranty terms and levels of service of the Contract and Completion Contract. The Completion Contractor warrants all work to be performed by Completion Contractor and its subcontractors and suppliers under the Contract according to the warranty terms and standards for the level of services of the Contract. The Completion Contractor acknowledges that its Completion Price includes adequate consideration related to its warranty of all work previously performed by Principal and its subcontractors, vendors and suppliers under the Contract, and the assumption of all obligations to correct any latent defects.
- 5. <u>ADDITIONAL WORK THAT MAY ARISE</u>. Obligee may direct Completion Contractor to perform extra, additional or changed work or to delete work ("Change Order") pursuant to the terms of the Contract and the Completion Contract. In no event shall any Change Order issued by the Obligee to the Completion Contractor affect or alter the penal limit of ASIC's Bond.

# 6. <u>COMPLETION CONTRACTOR'S INDEMNITY AND INSURANCE OBLIGATIONS.</u>

(a) To the fullest extent permitted by law, Completion Contractor shall indemnify and hold harmless ASIC and Obligee, and their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful

- misconduct of Completion Contractor and persons employed or utilized by Completion Contractor in the performance of Completion Contractor's work.
- The Completion Contractor must comply with all insurance requirements in the (b) Contract and Completion Contract. The Completion Contractor shall obtain and maintain the insurances required under the Contract and Completion Contract, with the coverages and in the amounts specified in the Contract. The Completion Contractor shall provide the evidence of insurance required by this section within five (5) calendar days of the Effective Date. Further, the Completion Contractor shall ensure that its insurers waive all rights of subrogation against the Obligee and ASIC. The Completion Contractor shall deliver certificates of insurance confirming that the insurances required under the Contract and Completion Contract have been obtained and that the Obligee and ASIC have been named as additional insureds. Failure to obtain this insurance, or permitting this insurance to lapse, or failing to provide certificates required by this section shall constitute a material breach of this Agreement justifying termination. The Completion Contractor shall not proceed with any work until the insurances and certificates have been obtained and provided to the Obligee and ASIC.
- 7. COMMENCING OF WORK. The Parties agree and understand that time is of the essence for this Agreement and the Completion Contract. Completion Contractor agrees to commence the work under the Completion Contract with all required materials, equipment, supplies and labor no later than five (5) calendar days from the Effective Date ("Commencement Date"). The Completion Contractor's performance and payment bonds and evidence of insurance shall be submitted and approved by the Obligee prior to Completion Contractor being permitted to commence performance. Any delay in procuring these bonds and evidence of insurance shall be the fault of the Completion Contractor. The Completion Contractor agrees to diligently proceed with and to complete the work in accordance with the terms and conditions of the Contract from the Commencement Date through May 1, 2022 ("Remaining Contract Term"). In the event Completion Contractor fails to complete the work within the time specified in this Agreement, or any extension thereof, the Completion Contractor shall pay to Obligee liquidated damages as specified in the Contract or Completion Contract, if any. Notwithstanding the foregoing, the Parties agree and acknowledge that Obligee shall pay to Completion Contractor, and Completion Contractor shall receive the total sum of \$350,000.00 for the calendar month of November, provided Completion Contractor commences the work in full no later than November 23, 2021.
  - (a) Upon commencement of work by Completion Contractor, Obligee will close and reissue in PONTIS any open Priority 2 or Priority 3 Work Orders to provide Completion Contractor with a 90 day duration for completion. Work not completed within this time frame will be subject to a reduction in compensation provisions in Section 2.5 of the Contract.
- 8. <u>BREACH OF THIS AGREEMENT</u>. Should Completion Contractor breach this Agreement or an issue arises with respect to performance on the Project under the Completion Contract, Obligee agrees to only look to the Completion Contractor and its surety, and that ASIC shall have no further obligation for Completion Contractor's default or breach of the Completion Contract.

- 9. RELEASE OF ASIC. Except for the Reserved Claims (hereinafter defined) and Claim (hereinafter defined), Obligee expressly RELEASES, ACQUITS AND FOREVER DISCHARGES ASIC from any and all claims, rights, demands or causes of action of whatever kind or nature whether in law or equity or otherwise which Obligee has or may ever have against ASIC under or by reason of ASIC's Performance Bond, and Obligee agrees to return the original Performance Bond for the Contract to ASIC upon execution of this Agreement. The Completion Contractor agrees to make demand and look solely and exclusively to the Obligee in the event of any breach or default by the Obligee of this Agreement.
- 10. RESERVED CLAIMS. The following claims, rights, demands, and causes of action are specifically reserved by Obligee and not otherwise released or discharged by Obligee against ASIC: (a) any rights or obligations contained in or arising under ASIC's Payment Bond, including any obligations by ASIC to indemnify, hold harmless, release, and defend Obligee, and its respective directors, officers, agents, servants, employees, affiliates and subsidiaries, from and against any and all losses, costs, damages, injuries, liabilities, claims, causes of action, demands, penalties, and interest, including reasonable attorneys' fees arising out of the performance of the work under the Contract by Principal. (b) enforcement of this Agreement, and (c) any amounts incurred by Obligee in excess of the amounts that would have been paid to Principal pursuant to Contract for months of May 2022 and June 2022 (collectively, the "Reserved Claims"). Notwithstanding the foregoing, within thirty (30) days of receipt of written notice from Obligee to ASIC that Obligee has secured a written contract with a contractor ("New Contractor") in accordance with the terms of the RFP for the same work which would have otherwise been performed by Principal pursuant to the Contract for the months of May 2022 and June 2022, ASIC shall reimburse and pay to Obligee the amount of the costs incurred, or to be incurred by Obligee, for the New Contractor to complete the Contract for May 2022 and June 2022, based on the amounts set forth in the New Contractor's response to the RFP, in excess of \$246,463.20 per month, provided; however, such amount shall not exceed a total of \$300,000.00 for both months.
- 11. ASIC'S PAYMENT BOND OBLIGATIONS. ASIC's Payment Bond remains in full force and effect for work performed by Principal under the Contract, and ASIC retains all obligations, rights and defenses pursuant to the Payment Bond. ASIC's Payment Bond shall not apply to or cover Completion Contractor or any of Completion Contractor's subcontractors and suppliers for any work performed and/or materials delivered and ASIC shall not be a co-surety with Completion Contractor's surety. The ASIC's Payment Bond obligations run solely to those claimants who performed work, labor or supplied material or equipment to the Project on or before October, 22, 2021 and met the terms and conditions of submitting a claim under the Payment Bond. All payments made by ASIC relating to claims on its Payment Bond shall be credited against and applied to reduce the \$1,854,390.60 penal limit of the Payment Bond. ASIC shall not, under any circumstances, be obligated to expend more than the penal limit of its Payment Bond. This clause shall survive the termination or expiration of this Agreement.
- 12. <u>COMPLETION CONTRACTOR'S OBLIGATIONS</u>. This Agreement is expressly contingent on the Completion Contractor's timely execution of this Agreement. If after executing this Agreement the Completion Contractor does not timely furnish the bonds and insurance and commence the work required under the Contract and Completion Contract within five (5) business days of the Effective Date, then that failure is a material breach of this Agreement. If after receiving a five (5) calendar day written notice to cure from ASIC or Obligee, the Completion Contractor

does not cure its breach by providing the required bonds and insurance or commencing the work, as applicable, then this Agreement may be terminated by ASIC or Obligee, in their sole and absolute discretion, without prejudice to any rights or remedies of the ASIC or Obligee, and the Completion Contractor shall be liable to the ASIC and the Obligee for any and all damages, direct or indirect, actual or consequential, including, but not limited to, all costs of re-bidding the Project, any cost or price difference between the Completion Contractor's Completion Price and any new contractor's price to complete the Project, along with any and all damages of the ASIC and/or the Obligee, related to or arising from the Completion Contractor's termination.

# 13. MISCELLANEOUS PROVISIONS.

- (a) Except as expressly provided in this Agreement, nothing in this Agreement shall be construed as a waiver of any rights of the Obligee or ASIC against Principal.
- (b) It is understood and agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. The Parties agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Ninth Judicial Circuit of Florida.
- (c) This Agreement (and all of its exhibits), the Contract and the Completion Contract are intended to be complementary and are intended to require all work and services by the Completion Contractor necessary to complete the remaining work in compliance with this Agreement (and all of its exhibits), the Contract and the Completion Contract. In the case of conflict between the terms of the Agreement and the Contract:
  - (i) This Agreement has priority over the Contract, Completion Contract and any other agreement or document.
  - (ii) The Completion Contract has priority over the Contract and any other agreement or document except for this Agreement.
  - (iii)The Contract has priority over any other agreement or documents except for this Agreement and the Completion Contract.
- (d) This Agreement may be independently executed in any number of counterparts each of which when executed and delivered, shall constitute an agreement which shall be binding upon all Parties notwithstanding that the signatures of all parties and/or their designated representatives do not appear on the same page. Facsimile, digital or electronic signatures shall have the same effect as original signatures.
- (e) This Agreement has been drafted equally by all Parties and shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting the Agreement.
- (f) Subject to the limits and limitations of Section 768.28, Florida Statutes, in the event any action is brought to enforce or for breach of the provisions of this Agreement, the prevailing party will be entitled to recover attorneys' fees and expenses.

- (g) This Agreement shall extend to and be binding on the Parties, their respective successors, heirs and assigns.
- (h) This Agreement is fully integrated and its incorporated documents constitute the complete agreement between the Parties. No prior statements, oral or written, course of dealing or trade usage shall supplement or alter the terms of this Agreement. All discussions and prior agreements are merged herein. This Agreement replaces and supersedes any statements or representations the ASIC, its consultants, agents, and/or attorneys have made to the Completion Contractor or Obligee.
- (i) ASIC's actions under this Agreement and its Performance and Payment Bond shall forever be construed and considered as those of a surety and not a contractor.
- (j) The section headings in this Agreement are for convenience only and do not limit, define, or construe the contents of the sections.
- (k) This Agreement is strictly for the benefit of the Parties to this Agreement and they expressly declare that they do not intend to confer any rights or benefit whatsoever on any third party.
- Any notice, consent, approval, or other communication which is provided for or (1)required by either the Contract or this Agreement must be in writing and may be delivered in person to any Party or may be sent by a facsimile transmission, telegraph, courier, or registered or certified U.S. mail, with postage prepaid, return receipt requested. E-mail is an acceptable communication method. Any such notice or other written communication shall be deemed received by the Party to whom it is sent (i) in the case of delivery by hand or delivery by reputable national or local courier (such as United Parcel Service or Federal Express), on the date of delivery to the party to whom such notice as addressed, (ii) in the case of facsimile transmission or email, one working day after the date of successful transmission (provided that an additional copy of such notice is subsequently received within three (3) days of the facsimile transmission using the methods in (i) or (iii)), and (iii) in the case of registered or certified mail, the date receipt is acknowledged on the return receipt for such notice. All such notices and other written communication shall be sent to the persons and addresses listed below:

# (m) If to Obligee:

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807 Attn: Chief of Infrastructure Glenn.Pressimone@cfxway.com

#### Copy To:

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, Florida 32807 Attn: General Counsel Woody.Rodriguez@cfxway.com

#### If to ASIC:

Terence J. Dahl, Esq. Intact Insurance Surety Group One State Street Plaza 31st Floor New York, NY 10004 tdahl@intactinsurance.com

#### Copy To:

Watt, Tieder, Hoffar & Fitzgerald, L.L.P. Attn.: John E. Sebastian, Esq. 10 S. Wacker Dr., Suite 1100 Chicago, Illinois 60606 jsebastian@watttieder.com

#### If to Completion Contractor:

Roy Jorgensen Associates, Inc. Attn: Douglas W. Selby | President 3735 Buckeystown Pike P.O. Box 70 Buckeystown, MD 21717 Doug Selby@royjorgensen.com

The addresses and persons listed may be changed at any time by giving written notice in accordance with this paragraph.

- (n) The Parties and their signatories warrant that each has the power and authority to execute this Agreement. The Parties voluntarily executed this Agreement based on their own independent investigations. The provisions of this Agreement shall be interpreted in a manner consistent with each other to carry out the purposes and intentions of the parties. If for any reason any provision is of this Agreement is held unenforceable or invalid, that provision shall be deemed severed from this Agreement and the remaining provisions shall not be affected.
- (o) Effective Date. The effective date of this Agreement shall be the date upon which the last of the Parties executes this Agreement ("Effective Date").
- (p) Severability If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement
   (a) if the rights and obligations of the Parties contained therein are not materially

prejudiced and (b) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

[INTENTIONALLY BLANK - CONTINUED ON NEXT PAGE]

Executed via this day of	, 2021
COMPLETION CONTRACTOR:	SURETY:
By:Doug Selby	By: Terence J. Dahl, Esq. "Terry"
Its: President	Its: Claims Counsel
X: Dollar Study F19171A2A3DA470	X: Terry Dabl BB4 1E540E7CR4CF
OBLIGEE:	
CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
Ву:	
IIS Executive Director	
X: (AUDA KELLEY	
Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 23 day of <i>November</i> , 2021 for its exclusive use and reliance.	

# CONSENT AGENDA ITEM #13

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM Aneth Williams

Director of Procurement

DATE: April 19, 2022

SUBJECT: Approval of Aero Groundtek, LLC as a Subcontractor to

Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance

Services - SR 453, SR 429, SR 414 and SR 451

Contract No. 001861

Board approval of Aero Groundtek, LLC as a subcontractor to Jorgensen Contract Services, LLC to provide litter removal services is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:

Don Budnovich, PE

Director of Maintenance

Glenn Pressimone, PE

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: U4/19/2022
CFX Contract Name: Roadway and Bridge Maintenance Services
Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:  Subconsultant/Subcontractor Name:  Aero Groundteck, LLC
Address: 858 Maguire Rd, Ocoee, FL 34761-2916
Phone No.: 407-877-7473
Federal Employee ID No.: 84-4918513
D/M/WBE Subconsultant/Subcontractor? Yes No X (If Yes, D/M/WBE Utilization Form and Certification also required)
Description of Services to Be Sublet: Litter Removal
Estimated Beginning Date of Sublet Services: April 2022 May 2022  May 2022 May 2022
Estimated Completion Date of Sublet Services: April 2022  Estimated Value of Sublet Services*: \$\(\) 125,000.00  *(Not to exceed \$24,999.99 without prior Board Approval)
Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:
Requested By: Kim Jones (Signature of Consultant/Contractor Representative)
Vendor Coordinator Title
Recommended by:    Apr 21, 2022
Approved by:    Glenn Pressimone (Apr 21, 2022 15:34 EDT)   Date: Apr 21, 2022

# CONSENT AGENDA ITEM #14

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM Aneth Williams

Director of Procurement

DATE: April 19, 2022

SUBJECT: Approval of Safety Systems Barricades Corporation as a Subcontractor to

Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance

Services - SR 453, SR 429, SR 414 and SR 451

Contract No. 001861

Board approval of Safety Systems Barricades Corporation as a subcontractor to Jorgensen Contract Services, LLC to provide maintenance of traffic services is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:

Don Budnovich, PE

Director of Maintenance

Glenn Pressimone, PE

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: 04/13/2022
CFX Contract Name: Roadway and Bridge Maintenance Services
Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:  Subconsultant/Subcontractor Name:  Safety Systems Barricades  Address: 6138 NW 74th Ave, Miami, FL 33166
Phone No.: 305-591-2688
Federal Employee ID No.: 26-3278034
D/M/WBE Subconsultant/Subcontractor? Yes X No (If Yes, D/M/WBE Utilization Form and Certification also required)
Description of Services to Be Sublet: Maintenance of Traffic
Estimated Beginning Date of Sublet Services: April 2022 May 2022  Estimated Completion Date of Sublet Services: April 2022 May 2022
Estimated Value of Sublet Services*: \$_35,000.00  *(Not to exceed \$24,999.99 without prior Board Approval)
Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:
Requested By: Kim Jones (Signature of Consultant/Contractor Representative)
Vendor Coordinator Title
Recommended by: Apr 18, 2022 (Signature of CFX Director of Maintenance)
Approved by: Glenn Pressimone (Apr 18, 2022 (Signature of Chief of Infrastructure)  Approved by: Glenn Pressimone (Apr 18, 2022 16:45 EDT)  (Signature of Chief of Infrastructure)

# CONSENT AGENDA ITEM #15

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

**Director of Procurement** 

DATE: April 20, 2022

SUBJECT: Approval of Cooperative Purchase Agreement with Ayres Associates, Inc. for

Systemwide Overhead Sign Inspection Services

Contract No. 001915

Board approval of the Cooperative Purchase Agreement with Ayres Associates, Inc. in the not-to-exceed amount of \$950,000.00 is requested. This is a cooperative purchase (piggyback) agreement based on a contract between Ayres Associates, Inc., and the State of Florida allowing CFX to take advantage of the favorable terms already negotiated.

The work to be performed includes overhead sign inspection throughout the system.

This contract is included in the OM&A Budget.

Director of Maintenance

Clana Draggimana DE

## **COOPERATIVE PURCHASE AGREEMENT**



#### **AND**

# AYRES ASSOCIATES, INC.

CONTRACT NO. 001915

CONTRACT DATE: MAY 12, 2022 CONTRACT AMOUNT: \$950,000.00

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES CONTRACT NO. 001915

This Contract is made this 12th day of May 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX" and AYRES ASSOCIATES, INC., 8875 Hidden River Parkway, Suite 200 Tampa, Florida 33637-1035, hereinafter the "CONSULTANT."

#### WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide overhead sign inspection services for the sign structures within CFX's Expressway System as listed in Exhibit "1"; and

WHEREAS, on or about May 28, 2021, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (hereinafter "FDOT" or "Department") identified as Contract No. CAD97, hereinafter "FDOT Contract," consisting of the following parts:

- Part 1: Standard Professional Services Agreement (1 page),
- Part 2: Standard Professional Services Agreement Terms (numbered as page A-1 through page A-11),
- Part 3: Exhibit "A" entitled Scope of Services for District 5 Overhead Sign & High Mast Light Pole Inspections (numbered as page A-1 through page A-38, and
- Part 4: Exhibit "B" entitled Method of Compensation (numbered as page B-1 through page B-5).

A true and correct copy of the FDOT Contract is attached as Exhibit "3;" and

**WHEREAS,** since CFX desires to procure the same services from the CONSULTANT as those described in the competitively-procured FDOT Contract, CFX may piggyback the FDOT Contract provided the CONSULTANT extends substantially the same terms and conditions of the FDOT Contract to CFX; and

WHEREAS, the CONSULTANT agrees to provide the services under the same terms and conditions as included in the FDOT Contract, and such additional terms and conditions as detailed below.

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

- 1. **RECITALS.** The recitals are true and incorporated as terms.
- 2. ADOPTION OF TERMS IN THE FDOT CONTRACT; SERVICES TO BE PROVIDED. The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX. The parties adopt all four parts of the FDOT Contract by reference as though set forth fully herein, subject to the following substitutions or revisions.
- 2.1 The term "State of Florida Department of Transportation" or "DEPARTMENT" in the FDOT Contract shall be replaced with the "Central Florida Expressway Authority" or "CFX."
- 2.2 The term "Director" or "Department's Project Manager" in the FDOT Contract will mean "CFX's Director of Maintenance."
- 2.3 The term "District 5" in the FDOT Contract shall be replaced with "CFX's Expressway System."
- 2.4 In Part 1 of the FDOT Contract, paragraph 1 entitled "Services and Performance" shall be amended by adding the underlined words and deleting the stricken words as follows:

#### 1. SERVICES AND PERFORMANCE

- A. <u>CFX</u> The Department does hereby retain the Consultant to furnish certain services as described in **Exhibit "A"**, attached hereto and made a part hereof, <u>as modified herein</u>, in connection with <del>District Five</del> Overhead Sign & High Mast Light Pole Inspections.
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be the entire CFX Expressway System including the portions of State Roads 408, 417, 429, 414, 528, 451, 453 within CFX's Expressway System and the Goldenrod Extension
- 4322 Hopkins Avenue, Titusville, FL 32780.

2.5 In Part 1 of the FDOT Contract, paragraph 2 entitled "Term" shall be deleted and replaced with the following:

The term of the Contract will be three (3) years from the date stated in the Notice to Proceed from CFX. There shall be two (2) renewal options of one (1) year each. 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 the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial two-year Contract Term and any renewals.

2.6 Part 1 of the FDOT Contract, paragraph 5 entitled "Compensation" shall be amended by adding the underlined words and deleting the stricken words as follows:

#### **5. COMPENSATION**

<u>CFX</u> The Department agrees to pay the Consultant compensation as detailed in <u>Exhibit 2</u> also referred to as <u>CFX</u> Exhibit "B", attached hereto and made a part hereof.

2.7 Part 1 of the FDOT Contract, paragraph 6 entitled "Miscellaneous," subparagraph C shall be amended by adding the underlined words and deleting the stricken words as follows:

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A-37: Exhibit "A", Scope of Services as modified herein.

<u>CFX</u> Page B-1 through <u>Page B-5</u> <u>Page B-4</u>: <u>CFX Exhibit "2" also called CFX Exhibit "B"</u>, Method of Compensation

- 2.8 Part 2 of the FDOT Contract, paragraph 1F relating to the use of computer facilities shall be deleted.
- 2.9 Part 2 of the FDOT Contract, paragraph 1G relating to value engineering shall be deleted.
- 2.10 Part 2 of the FDOT Contract, paragraph 3F under the main heading of "Compensation" shall be amended by adding the underlined words and deleting the stricken words as follows:
  - F. The Consultant should be aware of the following time frames. Upon receipt, <u>CFX</u> the Department has <u>fifteen</u> five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The <u>CFX</u> <u>Maintenance</u> Department has 20 days to deliver a request for payment (voucher) to the <u>Finance and Accounting</u> Department—of <u>Financial Services</u>. The 20 days are

measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- 2.11 Part 2 of the FDOT Contract, paragraph 3H relating to a vendor ombudsman shall be deleted.
- 2.12 Part 2 of the FDOT Contract, paragraph 3K shall be amended by adding the underlined words and deleting the stricken words as follows:

<u>CFX</u> The Department, during any fiscal year, will 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 will 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 will prevent the making of contracts for periods exceeding one 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, <u>CFX's</u> the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by <u>its</u> <u>Governing Board</u>. the Legislature.

2.13 Part 2 of the FDOT Contract, paragraph 5E pertaining to public records shall be amended by deleting the FDOT contract information and adding the following:

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.

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

- 2.14 Part 2 of the FDOT Contract, paragraph 7B pertaining to Chapter 14-75, Florida Administrative Code shall be deleted.
- 2.15 Part 2 of the FDOT Contract, paragraph 7C referencing Chapter 946, Florida Statutes pertaining to PRIDE Enterprises shall be deleted.
- 2.16 Part 2 of the FDOT Contract, paragraph 9 involving terms for Federal Aid Contracts shall be deleted.
- 2.17 Part 3 of the FDOT Contract entitled "Scope of Services for District 5 Overhead Sign & High Mass Light Poll Inspections" shall be amended by adding the underlined words and deleting the stricken words as follows:

# SCOPE OF SERVICES FOR <u>CFX\_DISTRICT\_5</u> OVERHEAD SIGN & HIGH MASS LIGHT POLL INSPECTIONS

#### 2.0 GENERAL DESCRIPTION

- **2.1** The consultant shall perform hands on overhead sign inspection services, as described in this scope of work, and present inspection findings in the (**BrM-AASHTOWare Bridge Management**) format. The Department will provide software and access to the **BrM** network. The consultant is responsible on their own expense for procuring training in **BrM** for its employees. The Sign structures and HMLP's to be inspected are located on <u>CFX State</u> maintained roadways within the limits of <u>CFX's Expressway System</u>. <u>District 5</u>. The frequency of inspections shall comply with Florida Statutes and the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. All overhead sign structures will be inspected every two years and with the approval of the Department, more often when conditions dictate. All HMLP's will be inspected every five years and all WSHMLP's will be inspected every two years, with the approval of the Department, more often when conditions dictate.
- 2.2.1 Six hundred eighty (680) Six hundred eighty six (686) Sign Structures and HMLP's will require routine inspections during the initial 2-year term of this Contract. It is estimated that twenty-five (25) two hundred fifty (250) Initial/Post Construction Sign/HMLP inspections will be performed and will require issuance of overhead Sign/HMLP numbers, since prior inspection of these newly constructed or newly inventoried Signs/HMLP's have not been performed. An overhead Sign Structure and HMLP file will be established in the format designated in the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. Sign and Pavement Plans will be sent to the Consultant. The structure numbers will be assigned to the project and all signs numbers will be displayed on the plans and the plans imported into EDMS for review by the Project Manager at the time of the inspection report submittal. Any

Sign Structure or HMLP's that are identified as being removed or relocated in the plans will be updated at this time in the BrM inventory. On Initial/Post construction inspections a punch list will be generated with a listing of all deficiencies and forwarded for closeout of the construction project to the project manager.

**2.2.2** Ten (10) Twenty five (25) interim Sign Structures or HMLP's inspections will be expected for Sign Structure or HMLP's with: low condition and/or appraisal ratings; after substantial repair by the Department; or in the event of accidental damage to the structure. Overhead Sign Structure or HMLP's with an overall Structural Numerical BrM Condition State Rating of 4 or greater will require an interim inspection.

#### 4.2 INSPECTION REPORTS

- **4.2.1** The consultant must develop, publish, and submit one (1) signed and sealed Sign or HMLP report to the FDOT and CFX. Each report will be generated in **BRM** and stored in EDMS and contain all documentation specified by this agreement.
- **4.2.2** Each report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will submit comments via email within seven (7) calendar days on the reports that do not conform to the specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by the Department within sixty (60) days after completion of the field inspection. The Consultant shall furnish the Department and CFX with an original of each report. A hard copy of the photo inventory, and any other inspection documents will be submitted with the report. After final acceptance all inspection documents and photo inventory will be submitted into BRM EDMS and published, then payment will be rendered.

9.0 LIST OF SIGN STRUCTURES (SEE PAGES 19-36)

See CFX EXHIBIT "1"

#### CFX'S STANDARD TERMS AND CONDITIONS

- **3. COMPENSATION FOR SERVICES.** Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. The Contract amount shall not exceed **§950,000.00** during the term of the Contract unless amended by mutual agreement of the parties.
- consultant insurance. Consultant shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the FDOT Contract. 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.
- 5. INDEMNITY. 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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

Further, CONSULTANT 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 CONSULTANT, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

- 5.1 violation of same by CONSULTANT, its subcontractors, officers, agents or employees,
- 5.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),
- 5.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,
- 5.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

- 5.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,
- 5.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 5.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task. 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. 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.
- **7. PERMITS, LICENSES, ETC.** Throughout the term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

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

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. The Potential Conflict Disclosure Form is attached as **Exhibit "5"**.

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in 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.

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.

- 9. SUBLETTING AND ASSIGNMENT. CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which shall not be unreasonably withheld, denied or conditioned. 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.
- 10. GOVERNING LAW; VENUE. This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida. 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.
- 11. RELATIONSHIPS. CONSULTANT acknowledges that no employment relationship exists between CFX and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. 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.
- 12. SURVIVAL OF EXPIRATION OR TERMINATION. Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:
- 12.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and
- 12.2 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.
- 13. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT. CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

- 14. STANDARD OF CARE. The standard of care applicable to CONSULTANT's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
- 15. WAIVER OF CONSEQUENTIAL DAMAGES. Under no circumstances shall either CFX or CONSULTANT be liable to the other for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence
- 16. FORCE MAJEURE. In no event shall either CFX or CONSULTANT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.
- 17. INSPECTOR GENERAL. CONSULTANT 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.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above. This Contract was approved by CFX's Board of Directors at its meeting on May 12, 2022.

AYRES ASSOCIATES, INC.	
By:	
Print Name:	
Title	
Attest:	(Seal)
Date:	
CENTRAL FLORIDA EXPRESSWAY AUTH	HORITY
By:Aneth Williams, Director of	of Procurement
Approved as to form and execution, only.	
Diego "Woody" Rodriguez, General Counsel for CFX	
EXHIBITS:	
Exhibit "1": CFX's List of Sign Structures	
Exhibit "2" (also referred to as CFX Exhibit "B"): Method of	
Compensation Exhibit "3": FDOT Contract No. C-9V13	
Exhibit "4": CFX's Social Media Acknowledgement Policy	
Exhibit "5": CFX's Potential Conflict Disclosure Form	

#### EXHIBIT'3'

To: Lindsay.Holton@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

CAD97

5/21/2021

#### CONTRACT INFORMATION

Contract:	CAD97		
Contract Type:	CA - ENGINEERING (ENGINEER)		
Method of Procurement:	C - REQUEST FOR PROPOSAL (287.55,F. S.)		
Vendor Name:	AYRES ASSOCIATES INC.		
Vendor ID:	F390965082008		
Beginning Date of This Agreement:	05/18/2021		
Ending Date of This Agreement:	05/17/2031		
Contract Total/Budgetary Ceiling:	ct = \$1,256,056.00		
Description:	D5 Overhead Sign & High Mast Light Pole Inspection		

#### **FUNDS APPROVAL INFORMATION**

#### FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/21/2021

Action:	Original				
Reviewed or Approved:	APPROVED				
Organization Code:	55054030511				
Expansion Option:	A6				
Object Code:	131512				
Amount:	\$1,256,056.00				
Financial Project:	41245617210				
Work Activity (FCT):	905				
CFDA:					
Fiscal Year:	2021				
Budget Entity:	55150200				
Category/Category Year:	088712/21				
Amendment ID:	O001				
Sequence:	00				
User Assigned ID:					
Enc Line (6s)/Status:	0001/04				

Total Amount: \$1,256,056.00

#### 375-030-12 PROCUREMENT OGC – 2/21 Page 1 of 2

	ontract DOT Fi	_	AD97 District: <u>District 5</u> D No.(s) 412456-1-72-10			
			e Item Number(s) for act, pursuant to s. 216.313, F.S. <u>N/A</u>			
F.	A.P. N	o. T	(required for contracts in excess of \$5 million)			
			F (20/2024   4.24			
	TI	HIS AG	EEMENT, made and entered into on 5/28/2021   1:24 PM EDT, by and between the			
ST	ATE O	F FLO	DA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the			
De	partme	nt and	Ayres Associates Inc.			
(FE	ID No.	3909	5082 ) of <u>8875 Hidden River Parkway, Suite 200, Tampa, FL 33637</u>			
			uct business in the State of Florida, hereinafter called the Consultant, agree as follows:			
<b>Ag</b> De <sub>l</sub>	reeme partme ofessio	<b>nt, Ter</b> nt's Pro	d the Department mutually agree to abide by the Department's <b>Standard Professional Services</b> s, dated February, 2021 which are available as an appendix to this form in the essional Services web site or from the Department's Office of Procurement. The <b>Standard</b> vices Agreement Terms, with the exception of the following non-applicable sections:			
are	incorp	orated	y reference and made a part of this Agreement.			
1.	SER	VICES	AND PERFORMANCE			
	Α.		partment does hereby retain the Consultant to furnish certain services as described in Exhibit "A", d hereto and made a part hereof, in connection with			
		DW	verhead Sign & High Mast Light Pole Inspection Contract			
	В.		changed by written agreement, the site for inspection of work referenced in Section 1.I of the <b>Standa sional Services Terms</b> , will be <u>8875 Hidden River Parkway, Suite 200, Tampa, FL 33637</u> .			
2.	TER	M				
	A.	Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a				
		5	year term from the date of execution of this Agreement, whichever occurs first.			
	B.	_	applicable terms			
			The scheduled project services to be rendered by the Consultant will commence, subsequent to execution this Agreement, on the date specified in the written notice to proceed from the Department's <u>Director or Designee</u> which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within <u>48</u> months of the commencement date specified in the notice to proceed of as modified by subsequent Amendment or Supplemental Agreement.			
			The project services to be rendered by the Consultant for each task assignment will commence, upon writte notice from the Department's and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \$			
			The scheduled project services to be rendered by the Consultant will commence, subsequent to execution this Agreement, on the date specified in the written notice to proceed from the Department's which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within calendar days following completion of the construction contract(s) with which			

STANDARD PROFESSIONAL SERVICES AGREEMENT

375-030-12 PROCUREMENT OGC - 2/21 Page 2 of 2

consultant services are associated. The anticipated length of the consultant services is months

^	п	R I	0		B. I	-	Е
3.							

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is \$250,000.00.

#### 4. SUBCONTRACTS

The following subconsultants/subcontractors are authorized under this Agreement in accordance with Section 7.A. of the **Standard Professional Services Agreement Terms**:

FIT Engineering LLC; Engineering Operations LLC; Lars Engineering, Inc.

#### 5. COMPENSATION

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

#### 6. MISCELLANEOUS

A. Reference in this Agreement to Director will mean the Dire	rector of Transportation Operations
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- B. The services provided herein  $\boxtimes$  do  $\square$  do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.
- C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A-38: Exhibit "A", Scope of Services

Page B-1 through Page B-5: Exhibit "B", Method of Compensation

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

Ayres	Associates Inc.	DEPARTMENT OF TRANSPORTATION
Name of	of Consultant Docusigned by:  Mr. Jan Jander, Executive Vice President E39005DFCBB5484	BY: John Tyler  AACAOFB45FC2461
	Mr. Jan Zander, Executive Vice President	John E. Tyler, P.E.
	(Print/Type)	(Print/Type)
Title:	Executive Vice President / COO	Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:
Decusioned by:
Midulle Sloan
BBF10369F488432. Unit

LEGAL REVIEW
Decusioned by:
Jyan Mafler
A5148259631D422. Office

MM.

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## STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS February 2021

#### 1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department 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 will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will 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 will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

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

- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.
- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.
- All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this
  Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be

considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will 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 will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

#### 2. TERM:

A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department 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. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

#### 3. COMPENSATION:

- A. Bills for fees or other compensation for services or expenses shall be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S. and the most current version of the Disbursement Handbook for Employees and Managers.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.
- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants/subcontractors performing work on the project, and all other records of the Consultant and subconsultants/subcontractors considered necessary by the Department for a proper audit of project costs.

- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant 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 the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one (1) dollar will not be enforced unless the Consultant requests payment. Invoices that have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- 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. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. In the event this Agreement is in excess of \$25,000 and has a term of more than one year, the provisions of Section 339.135(6)(a). Florida Statutes, are hereby incorporated:
  - "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 such 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 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."
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

#### 4. INDEMNITY AND INSURANCE:

A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, 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 Consultant in the performance of the contract.

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

- B. The Consultant will 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 professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

#### 5. COMPLIANCE WITH LAWS:

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/ signature, in accordance with the applicable Florida Statute that governs and 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 Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 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 will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will 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 his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about 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 and the state licensing law applicable to that licensee. The complaint will be confidential.
  - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

- C. The Consultant will 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. The Consultant warrants that the Consultant 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 he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department 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.
- E. The Consultant shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the Department to perform the service. If the Consultant transfers all public records to the Department upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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 Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 5
386-943-5000
D5prcustodian@dot.state.fl.us
Florida Department of Transportation
District 5 - Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant 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.
- H. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subconsultant/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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subconsultant/subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- K. The Consultant 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.
- L. The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

#### 6. TERMINATION AND DEFAULT

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
  - (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
  - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

- (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the Consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. A Consultant is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Consultant is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Consultant submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Consultant notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

#### 7. ASSIGNMENT AND SUBCONSULTANTS/SUBCONTRACTORS

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants/subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants/subcontractors specified in the Agreement without the written consent of the Department.
- B. The Consultant must state in all subcontracts that services performed by any such subconsultant/subcontractor will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises 12425 28th Street North Suite 300 St Petersburg, Florida 33716

#### 8. MISCELLANEOUS

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant 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 any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

#### F. 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; and
- shall expressly require any subconsultants/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 subconsultant/subcontractor
  during the contract term; and
- 3. shall adhere to requirements in section 448.095, Florida Statutes.
- G. The Department may grant the Consultant's employees or subconsultants/subcontractors access to the Department's secure networks as part of the project. In the event such employees' or subconsultants'/subcontractors' participation in the project is terminated or will be terminated, the Consultant shall notify the Department's project manager no later than the employees' or subconsultants'/subcontractor's separation date from participation in the project or immediately upon the Consultant acquiring knowledge of such termination of employees' or subconsultants'/subcontractors' participation in the project, whichever occurs later.

#### 9. TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

- A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation (hereinafter "USDOT"), not withstanding anything to the contrary in this Agreement.
- C. Compliance with Regulations: The Consultant shall comply with the regulations relative to nondiscrimination

in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

- D. Nondiscrimination: The Consultant, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subconsultants/subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for subconsultants/subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subconsultant/subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrations appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to
  - (1) withholding of payments to the Consultant under the Agreement until the Consultant complies and/or
  - (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation or Provisions: The Consultant shall include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant/subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended,

(prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations: Executive Order 13166. Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seg).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises ("DBE"): The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Consultant and any subconsultant/subcontractor:

"The Consultant, sub recipient or subconsultant/subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Florida Department of Transportation hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to

- (1) employ or retain, or agree to employ or retain, any firm or person, or
- (2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Florida Department of Transportation further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Consultant hereby certifies that it has not:
  - (1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement (except a bona fide employee or Agency); or
  - (2) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
  - (3) paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement (except a bona fide employee or Agency).

The Consultant further acknowledges that this Agreement will be furnished to the Florida Department of Transportation and a federal agency in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Fin No: 412456-1-72-10

## **EXHIBIT "A"**

## **SCOPE OF SERVICE**

**FOR** 

# DISTRICT FIVE OVERHEAD SIGN & HIGH MAST LIGHT POLE INSPECTION CONTRACT

**PROJECT MANAGER: Julia Blackwelder** 

DISTRICT STRUCTURES MAINTENANCE ENGINEER: Mario Bizzio, P.E.

Stage III Prepared by Julia Blackwelder Date 1.15.2021

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#### 1.0 PROJECT OBJECTIVE

1.1 Overhead signs and HMLP's located within District 5 of the Florida Department of Transportation, hereinafter called the Department roadways are to be inspected in compliance with Federal and State regulations. For the purpose of this scope a structure is considered to be an overhead Sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and State of Florida Statue 335.074, Safety Inspection of Bridges. National Bridge Inspection Standard Code of Federal Regulations 23-Highways, Part 650, Subpart C; for the inspection of bridges will be applied to all overhead sign and HMLP structures.

#### 2.0 GENERAL DESCRIPTION

- 2.1 The consultant shall perform hands on overhead sign inspection services, as described in this scope of work, and present inspection findings in the (BrM-AASHTOWare Bridge Management) format. The Department will provide software and access to the **BrM** network. The consultant is responsible on their own expense for procuring training in **BrM** for its employees. The Sign structures and HMLP's to be inspected are located on State maintained roadways within the limits of District 5. The frequency of inspections shall comply with Florida Statutes and the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. All overhead sign structures will be inspected every two years and with the approval of the Department, more often when conditions dictate. All HMLP's will be inspected every five years and all WSHMLP's will be inspected every two years, with the approval of the Department, more often when conditions dictate.
- 2.2 The number of signs and HMLP's under this contract is dynamic; therefore the contract quantities listed below are estimated.
- 2.2.1 Six hundred ninety-three (693) Sign Structures and HMLP's will require routine inspections. It is estimated that two hundred fifty (250) Initial/Post Construction Sign/HMLP inspections will be performed and will require issuance of overhead Sign/HMLP numbers, since prior inspection of these newly constructed or newly inventoried

Signs/HMLP's have not been performed. An overhead Sign Structure and HMLP file will be established in the format designated in the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. Sign and Pavement Plans will be sent to the Consultant. The structure numbers will be assigned to the project and all signs numbers will be displayed on the plans and the plans imported into EDMS for review by the Project Manager at the time of the inspection report submittal. Any Sign Structure or HMLP's that are identified as being removed or relocated in the plans will be updated at this time in the BrM inventory. On Initial/Post construction inspections a punch list will be generated with a listing of all deficiencies and forwarded for closeout of the construction project to the project manager.

- 2.2.2 Twenty five (25) interim Sign Structures or HMLP's inspections will be expected for Sign Structure or HMLP's with: low condition and/or appraisal ratings; after substantial repair by the Department; or in the event of accidental damage to the structure. Overhead Sign Structure or HMLP's with an overall Structural Numerical BrM Condition State Rating of 4 or greater will require an interim inspection.
- 2.3 The contract period shall be forty-eight (48) months and shall begin from the date of the written notice to proceed issued by the Department.
- 2.4 For the purpose of this agreement a structure is considered to be an overhead sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and Florida Statutes.
- All services to be performed by the Consultant shall conform to the current version of the following state and national publications covering Bridge and Ancillary Highway Structures Inspection standards of practice:

<u>National Bridge Inspection Standard</u> Code of Federal Regulations 23 - Highways, Part 650, Subpart C;

State of Florida Statute 335.074, Safety Inspection of Bridges;

<u>Manual for Condition Evaluation of Bridges</u> American Association of State Highway & Transportation Officials (AASHTO);

<u>Bridge Inspector Training Manual 90</u> U.S. Department of Transportation/Federal Highway Administration; (USDOT /FHWA)

<u>Inspection of Fracture Critical Bridge Members</u> FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration;

<u>Bridge & Other Structures Inspection & Reporting Procedures,</u> <u>Manual (FDOT)</u> Revised 8/17/2016

<u>Bridge Management System Coding Guide (FDOT) Revised</u> 8/11/2016

<u>Manual on Uniform Traffic Control Devices</u> (USDOT /FHWA) <u>Accident Prevention Procedures Manual</u>, State of Florida Department of Transportation;

<u>State of Florida Roadway and Traffic Design Standards</u> State of Florida Department of Transportation.

F.D.O.T. Standard Specifications for Road & Bridge Construction.

FDOT Bridge Inspection Field Guide National Bridge, Bridge Management and Agency Defined Elements 11/1/16

<u>Guidelines for the Installation, Inspection, Inspection, Maintenance</u> <u>& repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signal U.S. Department of Transportation/Federal Highway Administration (USDOT/FHWA)</u>

Any Subsequent revisions to the documents listed in **2.5** after the Notice to Proceed shall be evaluated by the Department and the consultant for impact on this Scope of Services.

#### 3.0 PERSONNEL REQUIREMENTS

3.1 A qualified individual must be at the overhead sign site or HMLP site to supervise inspection activities at all times. To be qualified, an individual must have completed the following FHWA-NHI 130055

Safety Inspection of In-Service Bridges. Be registered as a Professional Engineer in Florida and experienced in the inspection of bridges (or similar structures) according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F. A. C.

- An organizational chart shall be submitted to the Department for approval. The organization chart shall include the number and names of key personnel, team size, and which individuals are assigned to the various work tasks. Any changes from the original organization chart must be submitted to the Department's Project Manager for approval. The notification must be in writing within seven (7) calendar days of the change.
- 3.3 Each final inspection report shall be sealed in accordance with Section 471.025, Florida Statute; by the Professional Engineer, who confirms the accuracy and completeness of all the report contents. The individual signing and sealing reports must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges.
- Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work. The Consultant shall be authorized to subcontract these services under the provisions of this agreement.
- 3.5 Subcontracting firms and the work they will perform shall be identified in the Technical proposal. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by the Department.

#### 4.0 WORK ITEMS

#### **4.1** FIELD INSPECTIONS

**4.1.1** Field inspections must be conducted in accordance with the publications listed in Section 2.5 of this document. The Professional Engineer or Certified Bridge Inspector on site shall be responsible for

the detection of all deficiencies and the determination, recording of the structure's condition which must include the personal hands on inspection of all significant deficiencies. The Professional Engineer or Certified Bridge Inspector is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity. During the course of routine inspections any signs or HMLP's found not previously in the inventory and or without a reference number should be reported to the Project Manager immediately.

4.1.2 Every visible surface of all members of each Sign Structure or HMLP must be examined. HMLP's can be inspected with the use of Unmanned Aircraft System, Unmanned Aerial Vehicle, drone or similar system. However, with "The use of any Unmanned Aircraft System, Unmanned Aerial Vehicle, drone, or similar system you must comply with federal, state, and local laws and regulations.

"Member's that cannot be examined because of debris, vegetation, etc., shall be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than one hour for the inspection team to perform. The Department Project Manager shall be consulted to verify the condition or to schedule for the Maintenance Yard to perform the work and reschedule the inspection. Overhead Sign Structure members or HMLP's elements that cannot be inspected prior to report publication due to debris, vegetation, dirt, etc., must be documented in the report as such with the reason for not completing the inspection.

- 4.1.3 Where deficiency dimensions are documented, the actual width, length and location on the member should be recorded in English units. Element Condition states should be specified in the element inspection notes with the deficiency described.
- 4.1.4 The Consultant shall not permit any inspector to perform consecutive routine inspections on the same sign structure. If this occurs, the Consultant shall repeat the inspection using another inspector at no additional charge to the Department.
- **4.1.5** If by field observation, deficiencies are sufficiently critical to warrant immediate repair and/or substantial traffic restrictions, the

Department's Project Manager or designated representative must be verbally notified immediately (in person, no voicemail). Verbal notification must be confirmed with written notification within **24** hours.

- 4.1.6 Inspection of the base plate to pole welded connection will be performed on all the HMLP & WSHMLP. Inspection of both the exterior and interior weld is required. A borescope is recommended but alternatives may be used upon approval. Be specific when documenting the percent of section loss, give actual measurement when possible.
- **4.1.7** Mark area of deficiency with orange paint or ribbon. (Limit use of paint in highly visible areas.)
- **4.1.8** If there is a bolt deficiency, provide bolt diameter and bolt length.
- 4.1.9 Color photographs and sketches should be used to illustrate one typical example of a severe and/or common deficiency. When deficiencies are severe enough to warrant immediate repair, one photograph illustrating a typical example must be taken. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The essential features of a deficiency shall be emphasized, by marking arrows or dimensions directly on the photograph. The captions for all photographs shall include a description of the photograph and the date the photograph was taken.

#### **4.2** INSPECTION REPORTS

- 4.2.1 The consultant must develop, publish, and submit one (1) signed and sealed Sign or HMLP report to the FDOT. Each report will be generated in **BRM** and stored in EDMS and contain all documentation specified by this agreement.
- 4.2.2 Each report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will submit comments via email within seven (7) calendar days on the reports that do not conform to the

specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by the Department within sixty (60) days after completion of the field inspection. The Consultant shall furnish the Department with an original of each report. A hard copy of the photo inventory, and any other inspection documents will be submitted with the report. After final acceptance, all inspection documents and photo inventory will be submitted into EDMS and published, then payment will be rendered.

- 4.2.3 The BRM element notes shall provide a comprehensive description of all Sign Structures and HMLP deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action performed since the last inspection. This serves two purposes; the most effective repair can only be determined if the source of the deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.
- **4.2.4** The Consultant will identify all <u>"California"</u> overhead sign structures within the element inspection notes.
- **4.2.5** In addition to the information required by **BRM**, all reports shall contain, if needed, an addendum section, which will include the following:
  - A. All element notes which cannot be written in the report due to space limitations.
  - B. The consultant will provide new location maps for all structures. The location maps shall provide sufficient detail to allow a person not familiar with the area to find the structure. One printed copy showing the location of the structure will be included with each inspection report.
  - B. Sign Panel and Deficiency Location Photograph

All additional addendum information will be stored as an addendum in the Media Section of **BrM**.

**4.2.6** Standoff distance measurements are to be noted in the foundation section of the report.

#### 4.2.7 PHOTOGRAPHIC INVENTORY

4.2.7.1 A minimum of four (4) inventory photos are required for each structure. All photos must be in color with a date stamp. Photo Inventory will include a photo of the front of the sign, back of the sign, foundation, and the Sign Structure number.

The Consultant will be responsible to take a new photographic inventory for all initial inspections or whenever the structure is altered, and at a minimum every 10 years and it will also be entered into the Multimedia in **BrM** and EDMS.

#### 4.3 COMPREHENSIVE INVENTORY DATABASE RECORDS (CIDR)

- 4.3.1 The Department must maintain a computer file referred to as the CIDR file, which contains data items pertaining to a structure's identity, condition, and description. It is of utmost importance that the CIDR data be accurate and complete.
- 4.3.2 When records are added to the computer file a report is generated for each structure and is referred to as CIDR sheets. The CIDR sheets must be verified by the Consultant for accuracy due to the possibility of computer processing errors.
- **4.3.3** Each Sign Structure report must contain a CIDR section sealed in accordance with Section 471.025, F. S., by the Professional Engineer, which confirms its accuracy and completeness. The CIDR section must follow the inspection report.

#### **4.4** ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

4.4.1 The Consultant, at their own cost must maintain an active VPN connection which will be used to access **BRM** and import electronic documents into the <u>Department's Electronic Document</u>
Management System (EDMS)

The Consultant shall provide personnel proficient in the use of computers to input Structures Inspection Documents into the Department's EDMS. This will require familiarity with the Structures Management EDMS. Document guidelines for the EDMS are posted on the Infonet. Duties will include printing the inspection report to a PDF file and then attributing (assigning information specific to the document), importing directly into EDMS folder) and retrieving documents that are to be archived electronically in the Department's EDMS. Documents imported into the EDMS will be in PDF format. Documents such as inspection reports, addendums and photo inventories that are created in **BrM** will be downloaded **BrM** using the print to PDF command. This effort should be included into the cost of scheduled inspections. Document names will follow the D5 Structure Maintenance Naming Conventions & Attribution Document.

The Department's EDMS system is Hummingbird Document Management Software (DM). The consultant must purchase a single named user Hummingbird license for each vendor site (physical location). This license must be purchased directly from Hummingbird. Instructions for purchasing the license(s) can be found on the department internet site:

#### 4.5 WORK ORDERS

4.5.1 The consultant will be responsible for ensuring that corrective action is requested through a work order. To accomplish this, it will be necessary to review the inspection reports & the District Five Policies and decide if corrective action is warranted for each deficiency reported. A Feasible Action Review Committee F.A.R.C. will be established containing no less than three management level engineers. The committee will meet on a weekly basis to review the week's inspection reports and will present its findings to a representative of the Department for final approval. Work orders

will be submitted with the final inspection reports. A copy of the Work orders will be generated through the Reports Applet, Work003-Work Order Maintenance (Wom Report). Upon approval a work order for each of the selected deficiencies generated in the **BRM** system will be uploaded into the MMS system.

#### 4.6 DISTRICT FIVE POLICY

D5 has its own policy for inspecting and reporting specific items of the structure. D5 reserves the right to modify and add to the list shown below at any time. The Consultant will have to Comply with the current policy and or any changes that will happen in the future. See next page for District Five Policy.

#### DISTRICT FIVE POLICY

Implementation	Structure	Topic	Policy
8/5/2019	Type Signs & TSMA	Moment Connection Gaps	Bolt torque (bolt tightness) and moment connection gaps should meet the requirements of Specification 649-5. (Update to language currently pending implementation).
8/5/2019	All	Stand-off distances	For truss/bridge type structures, do not issue a work order for stand-off distances within 2 anchor bolt diameters. If the stand-off distance exceeds 2 bolt diameters, issue a work order for a FARC review. For all other structures, if the stand-off distance exceeds one anchor bolt diameter by one inch, issue a work order for a FARC review.
8/5/2019	All	Grout pads/rings, structural grout pads, vermin screens	If a grout pad is solid, has no cracking or corrosion bleed out; do not remove grout pad. Remove a grout pad/ring that has any of the following characteristics: hollow sounding, cracking, corrosion bleed out, efflorescence, standing water, missing column cap, holes in column, clogged weep hole, no weep hole or spalling (not necessary to bring up to current standards if grout pad or vermin guard is in good condition). If the grout pad/ring is too difficult to remove (refer to scope of contract), issue a work order or repair recommendation to remove grout pad. Replace with grout pad. For existing damaged vermin guards, replace with vermin guard. For cantilever and span overhead sign structures, install a vermin screen around the base plate in accordance with 649-6. For cantilever overhead sign structures, install a structural grout pad in accordance with 649-6. For cantilever overhead sign structures, install a structural grout pad in accordance with 649-7 if they meet one of the three following conditions: 1) Currently have a grout ring/pad that was removed per conditions noted above; 2) Meet the requirements of excessive stand-off distance noted above; 3) Have a horizontal component 65 feet or longer.
8/5/2019	All	Missing anchor bolt jam nuts	If there is no jam nut on the anchor bolt and there is room for a full height jam nut issue a work order or repair recommendation to install a full height jam nut. If there is no jam nut on the anchor bolt and there no room to install a full height jam nut but there is room for a half height jam nut issue a work order or repair recommendation to install a half height jam nut. If there is no jam nut on the anchor bolt and there no room for a half height jam nut issue a work order or repair recommendation to replace the nut with a locking nut.

#### 4.7 MAINTENANCE ITEMS TO BE HANDLED DURING INSPECTIONS

The Certified Bridge Inspector will be responsible to perform the following maintenance activities as part of the inspection.

<u>Painting of Structural Components with Cold Galvanizing:</u> The inspectors will clean and paint only primary structural elements. Electrical components will not be painted. The painting will be limited to a maximum of 2 square feet per sign or 4 separate areas (totaling less than 2 square feet per sign). Cold Galvanizing will be supplied by FDOT.

<u>Loose Anchor Bolt Nuts:</u> The inspectors with a pipe wrench and "cheater bar" will tighten loose anchor bolt nuts and jam nuts.

<u>Missing Anchor Bolt Nuts:</u> The required size will be measured and documented in the element inspection notes in the report.

<u>Loose High Strength Bolts:</u> Loose high strength bolts (at the moment connectors, box section connectors, and primary element connections) will be tightened to the extent possible by the inspector but will not be tightened to a specified torque value. This information will be documented in the element inspection notes in the report.

<u>Missing High Strength Bolts and Nuts:</u> The inspectors will **not** replace missing high strength bolts and nuts, but the inspector will obtain the required size of the missing fasteners to be documented in the element inspection notes in the report.

Missing and Loose Sign Panel and Sign Backing Connection Bolts: The inspector will tighten loose sign panel and sign backing bolts. Inspector will replace all missing sign fasteners if accessible and not an excessive effort.

**Grout Pads or rings:** See District Five Policies on page 12 of the scope.

#### 4.9 QUALITY CONTROL

#### 5.0 GENERAL

The consultant shall institute quality assurance procedures, which shall be provided in written form to the Department for review and approval before the notice to proceed, is executed. Quality assurance procedures are an integral part of this contract and are not a separate pay item.

5.1 The Department may perform additional quality assurance by inspecting Sign Structures and HMLP's that have been previously inspected by the Consultant and reviewing the inspection records for conformity with the Department's findings.

#### **5.2** QUALITY REVIEWS

- 5.2.1 The Consultant shall conduct quality reviews to make certain their own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract.
- 5.2.2 The Quality Assurance Program shall also have a second peer review level. The peer review can be conducted internally by the consultant's organization or by subcontracting the review to another consulting firm.

#### **5.3** QUALITY RECORDS

5.3.1 The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective action taken. These records shall be kept at the primary office site for review if need be.

## 5.4 QUALITY ASSURANCE (QA) PLAN

**5.4.1** The Consultant shall include a Quality Assurance Plan in the proposal. The Quality Assurance Plan shall detail the procedures, evaluation criteria, and instructions to his organization to assure

conformance with the contract. Unless specifically waived, no payment shall be made until the Department approves the Consultant's Quality Assurance Plan. Significant changes to the work requirements may require the Consultant to revise his Quality Assurance Plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

- **Organization** A description of the Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of the personnel in the quality control organization.
- **5.4.1.b Quality Reviews** The Consultant's quality assurance methods used to monitor and assure compliance of their organization with the contract requirements for services and products shall be detailed in the Quality Assurance Plan.
- **5.4.1.c Quality Records** The types of records, which will be generated and maintained by the Consultant during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.
- **5.4.1.d Quality of Subcontractors and Vendors** The methods used by the Consultant to control the quality of his subcontractors and vendors shall be detailed in the Quality Assurance Plan.
- **S.4.1.e**Quality Assurance Certification An officer of the Consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the overhead sign and HMLP reports have been prepared and checked in accordance with the Department's specifications for this contract.
- 5.4.1. f The Department may hold short (1/2 day) training sessions for all inspection personnel biannually, informing them of changes that have been made in inspection and/or reporting procedures. The Consultant's inspectors are required to attend.
- 5.5 QUALITY REVIEWS BY THE DEPARTMENT

- The Department may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. These quality reviews shall be performed at different periods during the contract. The Consultant shall be notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.
- **5.5.2** Quality reviews shall evaluate the adequacy of materials, documentation process, procedures, training, guidance, and staffing included in the execution of this contract.
- **5.5.3** Any subcontractors or vendors may be included as part of the quality review.
- 6.0 REQUIRED MATERIALS
- **6.1** GENERAL (TO BE PROVIDED BY THE DEPARTMENT)
- **6.1.1** District 5 Straight Line Diagrams
- **6.1.2** BRM software and a means to access the Departments BRM database.
- **6.1.3** Examples of prior Inspection Reports if requested by the consultant.
- **6.1.4** Self-adhesive node numbers
- **6.1.5** EDMS Naming Conventions and Attributions Guidelines
- **6.2** MANUALS (TO BE OBTAINED BY THE CONSULTANT)

Manuals listed in this document may be purchased from the vendors listed below:

**6.2.1** FDOT Manuals

Florida Department of Transportation
Maps and Publications Phone (850) 414-4050
On-Line <a href="http://www.dot.state.fl.us/mapsandpublications/">http://www.dot.state.fl.us/mapsandpublications/</a>
Haydon Burns Building-605 Suwannee Street,
Tallahassee, FL 32399-0450

AASHTO Publications
American Association of State Highway and
Transportation Officials
Online www.transportation.org
444 N. Capitol Street, NW, Suite 249
Washington, D.C. 20001 USA
Phone 1-800-231-3475

6.2.3 FHWA Manuals
U.S. Government Printing Office
Washington, D.C. 20402

#### 7.0 WORK SCHEDULE AND PROGRESS REPORTS

#### 7.1 MATERIALS TO BE FUNISHED AFTER NOTICE TO PROCEED

7.1.1 The Consultant will provide the Department with its final written quality control procedure, a proposed work schedule and organizational chart.

#### **7.2** WORK SCHEDULE

- A proposed work schedule shall be submitted to the Department for approval. This schedule shall show how the Consultant anticipates the work will progress from day to day to completion of agreement. The work schedule shall be established in a manner that will ensure that all inspections to overhead Sign Structures and HMLP's will not be delinquent.
- 7.2.2 At the Department's option, a cost flow graph shall be submitted that will show anticipated cost flow by monthly increments. The work schedule and cost flow graph shall be in a format acceptable to the Department's Project Manager.
- **7.2.3** Work that falls behind schedule must be reported to the Department's Project Manager on a Daily basis. The report shall contain a detailed explanation why the specific task was not performed according to schedule.

7.2.4 The proposed work schedule, cost flow graph, quality control procedure, organization chart, and a list of major equipment the Consultant will use during the overhead Sign Structures and HMLP inspections shall be included with the Consultant's proposal. The list of major equipment shall indicate if the Consultant owns the equipment, and if not, his plans for obtaining the equipment.

#### 7.3 PROGRESS REPORTS.

- 7.3.1 The Consultant shall submit on Monday morning, via email, weekly progress reports that show; 1. Work completed for the previous week as measured against the proposed scheduled; and the proposed work schedule for the upcoming week. Weekly progress reports shall describe the work performed on each task.
- **7.3.2** The Consultant shall meet with the Department on an as needed basis as deemed necessary by the Department Project Manager.
- 7.3.3 The Department Project Manager will make judgment on whether work of sufficient quantity has been accomplished by comparing the actual work accomplished against the approved proposed work schedule.

#### 8.0 MISCELLANEOUS

#### 8.1 LEGAL PROCEEDINGS

8.1.1 The Consultant shall serve as an expert witness in any legal proceedings if required by the Department. The fee for these services shall be established if, and when, they are needed.

#### 8.2 ERRORS AND/OR OMISSIONS

**8.2.1** The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and /or omissions and (approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

- 8.3 CONTRADICTIONS
- 8.3.1 In the event of a contradiction between the provisions of Exhibit "A" and the Consultant's technical proposal, the provisions of Exhibit "A" shall apply.
- 9.0 LIST OF SIGN STRUCTURES (SEE PAGES 21-38)

PROCUREMENT 07/19 Page 1 of 3

#### Authority: Department of Management Services State Purchasing Memorandum No. 01 (2013-2014)

#### Form Instructions:

The "Attestation Checklist" shall be completed for all contracts or purchase orders that meet all of the following criteria:

- Funded by the state or federal government.
- Results in anticipated expenditures of \$1 million dollars or more during the term of the contract.
- Procured in accordance with Chapter 287, Florida Statutes.

#### Process for all Contracts/Purchase Orders with anticipated expenditures of \$1 million and more:

- Contract/Project Managers must ensure that the agreement includes provisions for statement of work, deliverables, performance measures, and financial consequences before project advertisement, since these provisions must be in the executed agreement. Immediately after the project is awarded/selected, at the time of obtaining the encumbrance, the Contract/Project Manager shall complete the Attestation Checklist Form No. 375-040-34 and forward to their Central or District Procurement Office, as applicable.
- Procurement shall separately send the agreement to the vendor for signature, using the Department's
  approved electronic signature application. Procurement will separately submit to their respective Legal
  Office the following documents for their review: a) an unexecuted copy of the agreement, b) the
  Attestation Checklist, and c) the Contract Attestation Form.
- 3. Once Legal concurrence is obtained (review signature), an unexecuted copy of the agreement, the Attestation Checklist, and the Contract Attestation Form will be submitted to the District Secretary. The District Secretary's signature is required on the Contract Attestation Form. Execution of the attestation cannot be delegated to Director level. In the absence of the District Secretary, the Attestation Form will need to be routed to Central Office Procurement for signature by the Secretary, Chief of Staff, or an Assistant Secretary.
- 4. The Legal office and the District Secretary shall sign the Contract Attestation Form. The District Secretary's signature on the contract is not required. The process for contract signature routing should follow standard signature routing practices.
- The District Secretary's Office shall return the signed Contract Attestation Form and the Attestation Checklist to the Procurement Office.

# Final step if Contract/Purchase Order has anticipated expenditures of \$1 million and more but less than \$5 million:

 Procurement shall distribute a copy of the Contract Attestation Form to the Contract/Project Manager. Procurement will also retain a copy of the Attestation Checklist Form and the signed Contract Attestation Form for the Procurement contract file.

#### Final steps if Contract/Purchase Order has anticipated expenditures of \$5 million or More:

- Once Legal concurrence and District Secretary concurrence is obtained (review signature), an
  unexecuted copy of the contract, the Attestation Checklist, and the Contract Attestation Form should be
  routed to Central Office Procurement, using the Department's approved electronic signature
  application. After Central Office Procurement Manager review, the Secretary of Transportation's
  signature will be required for the Contract Attestation Form.
- Execution of the attestation may not be delegated or transferred for contracts or purchase orders of \$5 million or more, except for instances of delegation of authority to executive agency staff in the absence of the agency head.
- 3. District Procurement will retain a copy of the Attestation Checklist Form and the signed Contract Attestation Form for the Procurement contract file.

375-040-34 PROCUREMENT 07/19 Page 2 of 3

# ATTESTATION CHECKLIST REQUIREMENTS CONTRACT #: CAD97

I confirm to the best of my knowledge that this contract or purchase order contains or complies with all of the following requirements:

#### Check off to indicate compliance:

- A statement of work;
- Quantifiable and measurable deliverables:
- Performance measures:
- ⊠ Financial consequences for non performance;
- Terms and conditions that protect the interests of the state;
- All requirements of law have been met regarding the contract;
- Documentation in the contract file that is sufficient to support the contract and the attestation;
- If the contract is established by way of a competitive solicitation as identified in s. 287.057(1), the cost of the contract is the most advantageous to the state or offers the best value, or if established by way of competitive solicitation as identified in s. 287.055 for acquisition of professional services contracts, the cost of the contract is fair, competitive, and reasonable.

#### **SCOPE OF SERVICES:**

The contract Scope of Service requirements are found in Exhibit "A".

#### **CONTRACT DELIVERABLES:**

A deliverable is a quantifiable, measurable, and verifiable unit of service that the vendor is required to satisfactorily perform in order for payment to be approved.

Deliverables should:

- Be used to measure the provider's progress;
- Be directly related to the scope of work;
- Be specific, quantifiable, measurable and verifiable;
- Be a necessary part of the provider's performance;
- Be identified in the agreement along with a description of what constitutes successful performance of the services;
- Include minimum performance standards.

<u>Contract Deliverables</u> Provide summary/rolled up contract deliverables (2- 3 sentences) explaining in plain language what the deliverables are for the contract. Also reference the section and page number where deliverables are detailed within the contract document. If you need assistance, please click <u>here</u> for deliverable guidance.

The contract deliverables shall include but are not limited to: performing overhead sign inspection services; provide field inspections; providing inspection reports; photographic inventory; and upload documents into the Department's Electronic Document Management System. These deliverables can be referenced in Exhibit "A", Scope of Services, pages A-1 section 1 through page A-38, section 9.

#### PERFORMANCE MEASURES:

Describe the required level of services with a description of what constitutes successful performance of the services;

List Contract Performance Measures on lines below or reference the section and page number where the information is found in the contract document: (If you need assistance, please click is for example performance measures.)

Find formance evaluations will be made in accordance with the Professional Services Consultant Work Performance Evaluation Procedure No. 375-030-007 as referenced in Section 7B of the Standard Professional Services Agreement Terms, Form No. 375-030-12.

#### **FINANCIAL CONSEQUENCES:**

Financial Consequences that must be applied in the event that the provider (vendor) fails to perform in accordance with the agreement (Section 287.058 (1)(h), F.S.).

Reference the section and page number where the financial consequences information is found in the contract document: (If you need assistance, please click the section and page number where the financial consequences).

Financial Consequences for unsatisfactory performance are provided in FDOT procedure No. 375-223-10 for Errors, Omissions, and Contractual Breaches by Professional Engineers on Department Contracts as referenced in Standard Professional Services Agreement Terms, Form No. 375-2339-12.

Contract, Pu	ırchase Order, or Solicitat	tion Number:	CADS7
	Contract is \$1M and more but less than \$5M		
☐ Contra	act is \$5M or more		
Contract Manager/ Project Manager Name:		Julia Blackwel	der
Signature of Contract Manager/ Project Manager:		Docusigned by: Julia Blackwe	lder
		380DA42C6B7543E	

#### CONTRACT ATTESTATION

I confirm that this contract or purchase order contains or complies with all of the following requirements:

- A statement of work;
- · Quantifiable and measurable deliverables;
- Performance measures;
- Financial consequences for non-performance;
- Terms and conditions which protect the interest of the state;
- · All requirements of law have been met regarding the contract;
- Documentation in the contract file that is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.);
- If the contract is established by way of a competitive solicitation as identified in section 287.057(1),
   Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value.

Required for any contract or purchase order which meets all of the following criteria:

- Funded by the state or federal government.
- Results in anticipated expenditures of \$1 million dollars or more during the term of the contract.
- Procured in accordance with Chapter 287, Florida Statutes.

Execution of the contract attestation is required for Governor's agencies. Once executed, the signed attestation shall become part of the contract/procurement file.

Contract, Purchase Ord	der, or Solicitation Number: CAD97	
_egal Review:	Jyan Mapler 4514824983311422	
Date: _	5/21/2021   4:36 PM EDT	
All contracts \$1M and a	above require District Secretary or Assistant Secretary's signature.	
District Secretary or As	ssistant Secretary: <u>Jared Perdue, P.E.</u>	
Signature of District Se	ecretary or Assistant Secretary:	
Date: _	5/25/2021   8:01 AM EDT	
Approval from the Secret	ary of the Department of Transportation must be obtained for contracts \$5 million an	d above:
CO Procurement Mana	ager Review Signature:	
Date: _		
Agency Head Signatur	e:	
Date: _		

Reference Document State Purchasing Memorandum No. 01 (2013-2014)

ID	3268		
Advertisement Date	2/8/2021		
Vendor Name	AYRES ASSOCIATES INC		
Contract Manager	☐ Blackwelder, Julia		
Contract Category	Professional Services		
Advertisement Type			
Contract Number	21544		
District	D5		
County	DISTRICTWIDE		
Description	DW Sign and HLMP Inspection		
Scope	District Five Overhead Sign and Highway Mast Light Pole (HLMP) Inspection contract. The purpose of this contract is for hands on overhead sign inspection in compliance with Federal and State Regulations.		
Estimated Contract Start Date	6/1/2021		
Estimated Contract End Date	5/31/2025		
Estimated Contract Amount	\$1,302,000.00		
Approved By Executive Office	Yes		
Contract Executed	No		
Version: 2.0 Close Close Close Close Close Close Close Close At 4/23/2021 11:49 AM by Carpenter, Amanda ast modified at 4/28/2021 7:49 AM by Carpenter, Amanda Chanced with DFFS			

# CONSENT AGENDA ITEM #16

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

**Director of Procurement** 

DATE: April 22, 2022

SUBJECT: Approval of Contract Award to Traffic Engineering and Management, LLC

d/b/a Control Specialist for Traffic Signal Maintenance Services

Contract No. 001916

As a single source procurement, Board award of the contract to Traffic Engineering and Management, LLC d/b/a Control Specialist in the amount of \$750,000.00 for a three year term with two one-year renewals is requested.

The work to be performed includes inspection, repair and maintenance services.

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, P.E. Director of Maintenance

Glern Pressimone, P.E.

# CONTRACT



# **AND**

# TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS

CONTRACT NO. 001916 CONTRACT DATE: MAY 12, 2022

**CONTRACT AMOUNT: \$750,000.00** 

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT CONTRACT NO. 001916

This Agreement is made this 12th day of May 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" or "Owner," and TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS, a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose address is 707 Nicolet Avenue, Suite 100A, Winter Park, Florida 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 all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide traffic signal maintenance services; and

WHEREAS, CFX has determined to its satisfaction that, although there are other companies who can provide the required services, the CONTRACTOR has been selected as the best company to provide traffic signal maintenance services at the level of quality required to meet CFX standards and time commitments; and,

**WHEREAS,** having verified the CONTRACTOR's unique qualifications, CFX has determined that it is in its best interest to "single source" the services to CONTRACTOR.

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

#### 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing traffic signal maintenance services and related tasks as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the 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.

The Contract Documents, collectively, the "Contract", in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of "Compensation, and,
- 1.4 The Fee Proposal submitted by CONTRACTOR,

#### 2. TERM AND NOTICE

The term of the Contract shall be for an initial term of three (3) years from the date indicated in the Notice to Proceed from CFX. It is mutually agreed between both parties that this Agreement may be renewed at the expiration of the initial term for two one-year renewal periods from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein.

It is mutually agreed between both parties that this Agreement may be renewed at the expiration of the initial term for two one-year renewal periods from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein. The rates described in the Cost Schedule attached as Exhibit "B," or any subset thereof, are subject to increase, not to exceed five percent (5%) in a given year, provided that Owner deems such rate increase reasonable in light of increased costs to CONTRACTOR and assents in writing.

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

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 Contract Term is \$750,000.00
- 3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

#### 4. AUDIT AND EXAMINATION OF RECORDS

#### 4.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the 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 "B."** 

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. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, without cost or expense to CFX, the required amount of coverage as stated below. CFX shall be names as additional insured under any and all public liability policies. 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:

- 7.1 **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.
- 7.2 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 7.3 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;
- 7.4 **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;

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

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

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

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

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

# 8. CONTRACTOR RESPONSIBILITY

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

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

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:

- 9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
  - 9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of 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.

# 10. PRESS RELEASES

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

# 11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the 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.

# 12. 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.

# 13. 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.

# 14. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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.

# 15. SUBLETTING AND ASSIGNMENT

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of 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.

# 16. 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, provided, however, that CONTRACTOR retains a right to initiate a proceeding for adjudication or enforcement. 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.

# 17. 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.

# 18. 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.

# 19. 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 CONTRACTOR 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 CONTRACTOR under a contract with any public entity; and may not transact business with any public entity."

# 20. APPLICABLE LAW; VENUE

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

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

# 21. 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.

# 22. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If

CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

# 23. SURVIVAL OF EXPIRATION OR TERMINATION

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

- 23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
  - 23.4 Obligations upon expiration or termination of the Contract; and
- 23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

#### 24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 24.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to 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
- 24.2 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.

#### 25. 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 subcontractors 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.

# 26. ASSIGNMENT

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

# 27. 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.

# 28. 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.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by CFX's Board of Directors at its meeting on May 12, 2022.

TRAFFIC ENGINEERING AND MANAGEMENT, LLC

d/b/a CONTROL SPECIA	LISTS
Ву:	<u> </u>
Print Name and Title	
Attest:	(Seal)
Date:	
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
	By:
	By: Aneth Williams, Director of Procurement
Approved as to legal form as use and reliance of CFX.	d sufficiency for the exclusive
By:	
By:	General Counsel

#### SCOPE OF SERVICES

The CONTRACTOR shall be available on the request of CFX to provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting. Please refer to Exhibit "A": Traffic Signal Intersections Maintained and Operated for CFX (attached).

- 1. EXECUTION OF WORK. The CONTRACTOR shall execute the work under this Agreement in the following manner:
  - a. The CONTRACTOR certifies that it is a full-time specialized contractor in the State of Florida and is pre-qualified by the Florida Department of Transportation to perform said work and has the capability and expertise to install and maintain traffic signals for CFX.
  - b. The CONTRACTOR shall provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting as requested and directed by CFX' s Director of Maintenance, hereinafter referred to as Director.
  - c. The CONTRACTOR shall provide qualified employees of the CONTRACTOR who shall be available at all times, day and night, for on-site consultation with the Director regarding traffic signal Issues. The CONTRACTOR shall furnish the name and telephone number of such representatives to the Director upon execution of this Agreement.
  - d. The CONTRACTOR shall at all times maintain emergency response vehicles which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle will have rotating beacons on front and center or rear or comparable flashing lights or bars.
  - e. The CONTRACTOR, in performing any work under this Agreement, shall utilize protective signing, flashers, cones and flag persons in compliance with the "Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operation", Sections 1 through 15, published by the Florida Department of Transportation.
  - f. The CONTRACTOR shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and construction liaison when needed.
  - g. The CONTRACTOR shall promptly notify the Director of Maintenance of the disablement of any piece of equipment of any system due to an accident, or other cause such as damaged cable, broken parts or other difficulties, when such piece of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.

- h. The CONTRACTOR shall promptly report to the Director of Maintenance any unauthorized construction or repair work by others on the CFX's equipment being maintained under this Agreement. The CONTRACTOR shall also report any construction or repair work in progress that may endanger or damage the equipment of the CFX's system.
- i. The CONTRACTOR shall act in the best interest of the CFX in selection of material and equipment which has been authorized for purchase by the Director of Maintenance. In addition, the CONTRACTOR shall advise and assist the Director of Maintenance regarding the settlement of claims on defective materials and equipment used in traffic signal, school flasher and highway safety equipment when purchased by the CONTRACTOR.

# CONSENT AGENDA ITEM #17

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# <u>MEMORANDUM</u>

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: April 25, 2022

SUBJECT: Approval of Cooperative Purchase Agreement with D&A Building Services, Inc.

for Janitorial Staffing Services

Contract No. 001917

Board approval of the Cooperative Purchase Agreement with D&A Building Services, Inc. in the not-to-exceed amount of \$750,000.00 is requested. This is a cooperative purchase (piggyback) agreement based on a contract between D&A Building Services, Inc., and Jacksonville Transportation Authority allowing CFX to take advantage of the favorable terms already negotiated.

The work to be performed includes janitorial staffing services.

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE Director of Maintenance Glenn Pressimone, PE

# COOPERATIVE PURCHASE AGREEMENT



# **AND**

# D&A BUILDING SERVICES, INC.

**CONTRACT NO. 001917** 

CONTRACT DATE: MAY 12, 2022 CONTRACT AMOUNT: \$750,000.00

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT CONTRACT NO. 001917

THIS COOPERATIVE PURCHASE AGREEMENT CONTRACT NO. 001917("Agreement") is made this 12<sup>th</sup> day of May 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and D&A BUILDING SERVICES, INC., a Florida corporation, whose address is 321Georgia Avenue, Longwood, Florida 32750 ("Contractor"). CFX and Contractor shall be referred to herein individually as "Party" or collectively as "Parties."

# WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes ("CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business; and

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of Contractor to provide janitorial services; and

WHEREAS, on or about October 3, 2019, the Contractor entered into that certain Agreement for Janitorial Services with Jacksonville Transportation Authority ("JTA"), as amended by that certain Amendment No. 8 to the Agreement Between JTA and D&A Building Services dated effective March 11, 2022 (collectively, the "JTA Agreement"), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference, for janitorial services; and

WHEREAS, the JTA Agreement between the Contractor and JTA was procured through a competitive bidding process under JTA's solicitation RFP P-19-016, which process is substantially similar to those required by CFX, and where sealed proposals were received from other Contractors; and

WHEREAS, competitive bids seeking qualified Contractors to perform janitorial services on behalf of CFX was not required because the Contractor has the existing JTA Agreement, which was awarded through a competitive bidding process, for the same janitorial services to be provided hereunder, and CFX has decided to contract with Contractor for the performance of the janitorial services described herein under the same conditions previously negotiated by the JTA; and

**WHEREAS**, the Contractor agrees to provide the janitorial services under substantially the same terms and conditions as included in the JTA Agreement subject to the additional terms and conditions detailed below.

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

- 1. **Recitals and Definitions.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the JTA Agreement.
- 2. Adoption of the JTA Agreement. The Parties adopt all of the JTA Agreement by reference as though specifically set forth herein, subject to the following substitutions or revisions:
- a. All references to "JTA" or "Authority" shall be replaced with the "Central Florida Expressway Authority" or "CFX".
- b. All references to the "JTA Project Manager" shall be replaced with "CFX's Director of Maintenance."
- c. All references to the "DBE1@jtafla.com" shall be replaced with the Iranetta.Dennis@cfxway.com.
- d. All references to the "accountspayable@jtafla.com" shall be replaced with the <a href="mailto:Billing@cfsxway.com">Billing@cfsxway.com</a>.
- e. All references to Myrtle Building 1 and Skyway shall be replaced with E-PASS Service Center and CFX's Headquarters.
- f. Section II Compensation the following clause will be added "Annual price adjustment will be based on both the CPI-U (South) and the State mandated wage increase to \$15 per hour".
  - g. Section 1V. Term of Contract and Termination, shall be amended and replaced with the following:

The Agreement shall become effective on May 12, 2022, unless earlier terminated as provided for herein, shall run for a term of three (3) years ("Initial Term"), with two (2) one (1) year renewals ("Renewal Term") by mutual agreement of the Parties, at the same prices, terms, and conditions. If a renewal option is exercised, CFX will provide Contractor with written notice of its intent at least thirty (30) days prior to the expiration of the Initial Term ("CFX Renewal Deadline"), which written notice shall be signed by the Contractor. The Initial Term and any Renewal Term shall be collectively referred to herein as the "Term".

h. The certificate holder for insurance purposes under Section X shall be listed as follows:

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807

i. All notices required pursuant to Section XIX of the JTA Agreement shall be sent to CFX at the following address:

Director of Records Management Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 407-690-5366 PublicRecords@cfxway.com

j. All notices required pursuant to Section XXI of the JTA Agreement shall be sent to CFX at the following address:

Central Florida Expressway Authority c/o Diego "Woody" Rodriguez, General Counsel 4974 ORL Tower Road Orlando, Florida 32807

k. CFX's Project Manager contact information shall be as follows:

Central Florida Expressway Authority c/o Donald Budnovich 4974 ORL Tower Road Orlando, Florida 32807 (407) 690-5380 Donald.Budnovich@cfxway.com

- l. CFX shall not be required to issue a purchase order for the commencement of services under the JTA Agreement. Task Order from the Director of Maintenance shall be sufficient.
- m. All invoices shall be sent to CFX at the following email address: Billing@CFXWay.com.
- 3. <u>Services</u>. The Contractor shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as required by CFX ("Services"). The Services to be included under this Agreement shall include the services more specifically set forth in Exhibit "A" to the JTA Agreement.
- 4. <u>Compensation for Services</u>. Compensation will be a not-to-exceed amount of \$750,000.00 and shall be in accordance with the pricing sheet attached to the JTA Agreement Amendment No. 7 and D&A price proposal for CFX, and shall be paid in accordance with the terms of this Agreement. The D&A price proposal is based on the JTA rates for "Building 2" for CFX Headquarters and "Skyway O&M" for the CFX Magnolia building.

5. <u>Conflict of Interest.</u> As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, Contractor agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of this Agreement, upon the occurrence of an event that requires disclosure, and annually, not later than July 1, or such date as determined by CFX. The Potential Conflict Disclosure Form is attached as <u>Exhibit "B"</u>.

[SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the authorized signatures named below have executed this Agreement on behalf of the Parties effective as of the date written above.

# "CONTRACTOR"

# **D&A BUILDING SERVICES, INC.**

By:
Print Name:
Date:
"CFX"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By:Aneth Williams, Director of Procurement
Date:
Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on thisday of, 2022 for its exclusive use and reliance.
By:

# **Exhibits**

Exhibit "A" - JTA Agreement
Exhibit "B" - CFX Conflict Disclosure Form

# EIGHTH AMENDMENT OF THE CONTRACT BETWEEN JACKSONVILLE TRANSPORTATION AUTHORITY AND D&A BUILDING SERVICES, INC.

THIS EIGHTH AMENDMENT to the P-19-016 JANITORIAL SERVICES (the "Eighth Amendment"), is made and entered into this 11th day of March 2022, by and between the JACKSONVILLE TRANSPORTATION AUTHORITY (the "Authority" or the "JTA"), a body politic and corporate created pursuant to Part II, Chapter 349, Florida Statutes, whose primary business address is 100 LaVilla Center Drive, Jacksonville, FL 32204, and D&A Building Services (the "Contractor"), a Florida Corporation whose primary business address is 321 Georgia Avenue, Longwood, FL 32750. The Authority and the Contractor/Supplier/Consultant may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

#### WITNESSETH

WHEREAS, the Authority and the Contractor entered into that certain P-19-016 JANITORIAL SERVICES as of October 3, 2019 (the "Original Agreement");

WHEREAS, said Original Agreement was previously amended by the First Seven Amendments (collectively the "First Seven Amendments");

WHEREAS, the Authority and the Contractor desire to further amend the Original Agreement and the First Seven Amendments by entering into this Eighth Amendment as set forth herein;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

#### 1. DESCRIPTION OF CHANGES

The Scope of Work of the Original Agreement and the First Seven Amendments are hereby amended by the following:

- a. Add two (2) additional yearly services of L21 Strip (Night Strip) and Wax of VCT with coats of finish applied in Myrtle Building 3. The first four (4) services of the year will be as part of the contract and only the last two (2) will be billed per Amendment 8. The additional 2 services are \$1,100.00 per service.
- b. Extend the current disinfecting of major touch points at all JTA locations (Armsdale, Avenues, Myrtle Ave & JRTC). Services from October 1, 2021 through October 3, 2024. Additional services will be performed seven days a week utilizing HDQL-10 Hospital Grade disinfectant # step process- Apply wait ten (10) minutes and damp wipe touchpoint surfaces as needed. The additional services will be billed \$29.75 per hour.

#### 2. COMPENSATION

a. Total compensation for the Original Agreement, the First Seven Amendments and this Eighth Amendment shall not exceed Two Million Four Hundred Ninety-One Thousand Five Hundred Thirty-Seven Dollars and Sixty-Nine Cents (\$2,491,537.69).

# 3. MISCELLANEOUS

- b. This Amendment and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- c. This Eighth Amendment, when executed by the Parties, shall be effective as of the date stated above. All understandings and agreements by and between the Contractor and the Authority with respect to the matters contained herein are merged into, or superseded by, this Eighth Amendment. This Eighth Amendment fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Contractor understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Eighth Amendment, that it has not relied on any such representations, and that no claim that it has so relied may be made at any time and for any purpose.
- d. This Eighth Amendment may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- e. Except as amended and/or modified by this Eighth Amendment, the Original Agreement and the First Seven Amendments are hereby ratified and confirmed and all other terms of the Original Agreement and the First Seven Amendments shall remain in full force and effect, unaltered, and unchanged by this Eighth Amendment. Whether or not specifically amended by this Eighth Amendment, all of the terms and provisions of the Original Agreement and the First Seven Amendments are hereby amended to the extent necessary to give effect to the purpose and intent of this Eighth Amendment.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Eighth Amendment, effective as of the date indicated above.

D&A BUILDING SERVICES, INC.:
By:
Printed Name: Kothy Sarabasa
Title: Exec VP
JACKSONVILLE TRANSPORTATION AUTHORITY:
Printed Name: Nathaniel P. Ford Sr.
Title: Chief Executive Officer
APPROVED AS TO FORM:  By:
Title: SVP/Chief Administrative Officer
Execute in Triplicate Distribution (electronic):  1. Contractor  2. JTA Contracts Department  3. JTA Project Manager – User Department

# SEVENTH AMENDMENT OF THE CONTRACT BETWEEN JACKSONVILLE TRANSPORTATION AUTHORITY AND D&A BUILDING SERVICES, INC.

THIS SEVENTH AMENDMENT to the P-19-016 JANITORIAL SERVICES, (the "Seventh Amendment"), is made and entered into this 10<sup>th</sup> day of December, 2021, by and between the JACKSONVILLE TRANSPORTATION AUTHORITY (the "Authority" or the "JTA"), a body politic and corporate created pursuant to Part II, Chapter 349, Florida Statutes, whose primary business address is 100 LaVilla Center Drive, Jacksonville, FL 32204, and D&A BUILDING SERVICES, INC. (the "Contractor"), a Florida Corporation whose primary business address is 321 Georgia Avenue, Longwood, FL 32750.. The Authority and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

#### WITNESSETH

WHEREAS, the Authority and the Contractor entered into that certain P-19-016 JANITORIAL SERVICES Contract as of October 3, 2019 (the "Original Agreement");

WHEREAS, said Original Agreement was previously amended by the First Six Amendments (collectively the "First Six Amendments")

WHEREAS, the Authority and the Contractor desire to further amend the Original Agreement and the First Six Amendments by entering into this Seventh Amendment as set forth herein;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

# 1. DESCRIPTION OF CHANGES

The compensation in the Original Agreement and the First Six Amendments are hereby amended to increase compensation for price escalation due to the Minimum Wage Act Standards for the next three (3) years as further detailed in **Exhibit "A"**.

# 2. COMPENSATION

- a. Compensation for this Seventh Amendment shall not exceed Two Hundred Thirty-Two Thousand Five Hundred Eighty-One Dollars and Twenty-Nine Cents (\$232,581.29).
- b. Total compensation for the Original Agreement, the First Six Amendments and this Seventh Amendment shall not exceed Two Million Four Hundred Ninety-One Thousand Five Hundred Thirty-Seven Dollars and Sixty-Nine Cents (\$2,491,537.69).

#### 3. MISCELLANEOUS

- a. This Amendment and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This Seventh Amendment, when executed by the Parties, shall be effective as of the date stated above. All understandings and agreements by and between the Contractor and the Authority with respect to the matters contained herein are merged into, or superseded by, this Seventh Amendment. This Seventh Amendment fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Contractor understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Seventh Amendment, that it has not relied on any such representations, and that no claim that it has so relied may be made at any time and for any purpose.
- c. This Seventh Amendment may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Seventh Amendment, the Original Agreement and the First Six Amendments are hereby ratified and confirmed and all other terms of the Original Agreement and the First Six Amendments shall remain in full force and effect, unaltered, and unchanged by this Seventh Amendment. Whether or not specifically amended by this Seventh Amendment, all of the terms and provisions of the Original Agreement and the First Six Amendments are hereby amended to the extent necessary to give effect to the purpose and intent of this Seventh Amendment.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Seventh Amendment, effective as of the date indicated above.

D&A BUILDING SERVICES, INC.:
By: Theraf
Printed Name:
Title:
By: Nathaniel P. Ford Sr.
Title: Chief Executive Officer
APPROVED AS TO FORM:  By: Cleveland Ferguson III III Date: 2022.01.04 11:34:59 -05'00'
Printed Name: Cleveland Ferguson III
Title: SVP/Chief Administrative Officer
Execute in Triplicate Distribution (electronic):

1.

2.

Contractor

JTA Contracts Department

JTA Project Manager- User Department

# Exhibit 'A' – Amended Price Proposal Form (on the following pages)

# RFP No. P-19-016 JANITORIAL SERVICES PRICE PROPOSAL - REVISED 2021 - 2022 D&A Building Services

Janitiorial Services for multiple JTA locations

tem	<b>Location</b> JRTC at LaVilla (111 W. Bay Street)	Sq. Ft.	Cleaning Frequency	иом	Cost Monthly	Annual Cost	
		67,000	7 days a Week	Monthly	\$ 9,304.17	\$ 111,650.0	
	Building 1 (100 N. Myrtle Avenue)	5,000	7 days a Week	Monthly	\$ 1,114.79	\$ 13,377.4	
	Building 2 (100 N. Myrtle Avenue)	9,300	7 days a Week	Monthly	\$ 2,034.28	\$ 24,411.3	
	Building 3 (100 N. Myrtle Avenue)	12,000	7 days a Week	Monthly	\$ 2,676.07	\$ 32,112.8	
	Building 4 (100 N. Myrtle Avenue)	2,000	7 days a Week	Monthly	\$ 749.08	\$ 8,988.9	
	Building 5 (100 N. Myrtle Avenue)	950	5 days a Week	Monthly	\$ 482.05	\$ 5,784.6	
	Building 6 (100 N. Myrtle Avenue)	4,000	7 days a Week	Monthly	\$ 879.03	\$ 10,548.3	
	Building 8 (100 N. Myrtle Avenue)	400	5 days a Week	Monthly	\$ 429.16	\$ 5,149.9	
	Building 9 (100 N. Myrtle Avenue)	1493	5 days a Week	Monthly	\$ 515.07	\$ 6,180.8	
0 5	Skyway O&M (725 Leila Street)	10,468	5 days a Week	Monthly	\$ 2,009.90	\$ 24,118.7	
	Rosa Parks Station (201 W. Union Street)	230	7 days a Week	Monthly	\$ 236.11	\$ 2,833.33	
	Kings Avenue Station and Garage (1201 Kings Avenue)	300	5 days a Week	Monthly	\$ 410.07	\$ 4,920.84	
	Technology and Information (1022 Prudential Drive)	5,500	5 days a Week	Monthly	\$ 592.50	\$ 7,109.9	
	Armsdale Park and Ride (3191 Armsdale Road)	19,000	7 days a Week	Monthly	\$ 4,610.19	\$ 55,322.32	
	Avenues Walk Park and Ride (10508 Avenues Walk Blvd)	2,374	7 days a Week	Monthly	\$ 790.50	\$ 9,485.97	
5 N	Myrtle Trailers		7 days a Week	Monthly	\$ 1,096.85	\$ 13,162.19	
$\overline{}$		02-				\$ 14,545.02	

B Day Porter - 7 Days Per Week \$ 21.47



# **PROPOSAL**



Proposal for:

CFX

**SUBMITTED TO:** CFX

ATTN: Don Budnovich, P.E
ADDRESS 4974 ORL Tower Road

CITY Orlando
STATE FL
ZIP 32807

**DATE** 3/25/2022 **PHONE** 407-690-5334

FAX 0

E-MAIL Donald.Budnovich@cfxway.com

Prepared by

Rudy Perez Director of Business Development

# **SPECIFICATIONS**

Janitorial service 5x per week (85 hours)-Includes Annual Carpet Cleaning and Quarterly VCT Strip and Wax. Consumables not included on either contract.

#### **NOTES**

# PROPOSAL INCLUDES:

Line Item for Janitorial Service Headquarters

Line Item for Janitorial Service Magnolia location

# **PRICING**

JANITORIAL-5 X PER WEEK-HEADQUARTERS									
	SQ. FT.		WEEKLY		MONTHLY			YEARLY	
JANITORIAL SERVICE	80,000		\$ :	2,897.89	\$	12,557.52	\$	150,690.29	
TOTAL			\$ 2	2,897.89	\$	12,557.52	\$	150,690.29	
	SQ. FT.		٧	VEEKLY	Ν	ONTHLY		YEARLY	
JANITORIAL-5 X PER WEEK									
JANITORIAL SERVICE	14422		\$	639.02	\$	2,769.08	\$	33,229.00	
			\$	-	\$	-			
			\$	-	\$	-			
			\$	-	\$	-			
TOTAL			\$	639.02	\$	2,769.08	\$	33,229.00	
TOTAL ALL								183,919.29	

# CONTRACT BETWEEN

# JACKSONVILLE TRANSPORTATION AUTHORITY

#### AND

# D&A BUILDING SERVICES, INC.

# WITNESSETH

WHEREAS, the Authority has publicly advertised the Request for Proposals, RFP P-19-016 JANITORIAL SERVICES (as amended, the "RFP" or the "Solicitation") and the entire Solicitation package is incorporated herein;

WHEREAS, the Contractor has prepared and submitted its Proposal, dated July 30, 2019 (the "Proposal"), which is incorporated herein;

WHEREAS, the Authority has selected the Contractor, in accordance with all applicable laws, to provide the specific scope of work, services, and goods (and all other items necessary, proper for or incidental thereto) that are described in the Scope of Work ("Exhibit A") and made a part hereof, on the terms herein contained;

WHEREAS, the Contractor hereby represents and warrants to the Authority that the Contractor is a legal entity organized/incorporated under the laws of the State of Florida, is authorized to conduct business in the State of Florida, has taken all entity action necessary with respect to the execution and delivery of its obligations under this Contract and the officer of the Contractor who has executed and delivered this Contract is duly authorized with respect thereto;

WHEREAS, the Contractor hereby represents and warrants to the Authority that the Contractor is qualified and responsible regarding the goods and/or services to be provided hereunder, that all Contractor's licenses required and regulated by the Florida Department of Business and Professional Regulation are active and current, that each of the officers, employees, and agents of the Contractor who will perform services in connection with this Contract on behalf of the Contractor meet the conditions of this clause, and that all individuals performing services are properly licensed when required by law;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Contractor do hereby agree as follows:

# I. Scope of Work

- The Contractor hereby agrees to provide the scope of work, perform the services, and
  furnish the goods and materials (and provide all other items necessary, proper for, or
  incidental thereto) that are set forth in the Solicitation and "Exhibit A". Throughout
  this Contract, all references to the term "work" include all requirements of the
  specifications, regardless of whether it involves the provision of goods or services or
  both.
- 2. Performance of Services. All of the services shall be performed by the Contractor and its authorized subcontractors as identified by the Contractor in the Schedule of Subsuppliers/Subcontractors Form ("Exhibit C"). Notwithstanding the use of one or more subcontractors by the Contractor, the Contractor acknowledges and agrees that all of the services performed and to be performed hereunder shall be the sole responsibility of the Contractor, and Contractor hereby agrees that it warrants all such work as if such work had been performed directly by the Contractor.
- 3. Order of Precedence. All of the terms and conditions of the Solicitation are hereby incorporated herein in full. In the event of a conflict between the terms of any of the following, the more stringent requirement shall apply. If the conflict cannot be resolved by following the most stringent requirement, the following order of precedence shall govern: (1) Section VI of the Solicitation that contains the required clauses for federally-assisted contracts, when applicable; (2) properly authorized written Contract Amendments; (3) properly authorized Purchase Orders; (4) this Contract; (5) the Specifications; (6) Special Conditions; (7) the Solicitation Addenda, if any; and (8) the Solicitation. As between the drawings and other specifications, the drawings take precedence over other specifications as to quantity and location and the specifications take precedence over drawings as to quality of materials and workmanship.
- 4. Review of Work. Any review of the work by the Authority, its other suppliers, or its partner agencies, including the City of Jacksonville, Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), is for the sole benefit of the Authority. No such review, acceptance, or approval to proceed to the next level of service, nor the payment of any invoice (including the last invoice, release of retainage, or acceptance of final reports or plans and specifications) shall be deemed to constitute: (1) detailed review or checking of design, details, or accuracy of the Contractor's work; (2) a professional approval by the Authority; or (3) a release of the Contractor from any of its obligations and responsibilities for the accuracy of the plans and specifications. The Authority's review, approval, acceptance of, or payment for any of the services under this Contract shall not constitute a waiver of any of the Authority's rights under this Contract or any cause of action it may have arising out of this Contract.
- Contract Amendment(s). If any modification to the Contract or a Purchase Order is required, the Parties shall execute an Amendment before the Contractor begins performing any additional or changed tasks associated therewith. Reference herein to the Contract includes all Amendments, if any.

The Contractor will only be entitled to adjustments to compensation and/or contract time if such adjustments are included in an Amendment. When possible, all Amendments shall be based upon the previously agreed-to hourly rates or unit costs. In the event that the Contractor and the Authority are not able to reach an agreement as to the amount of compensation to be paid to the Contractor for supplemental or reduced work desired by the Authority, the Contractor shall continue to proceed with the supplemental or reduced work in a timely manner for the amount determined by the Authority to be reasonable. In such event, the Contractor will have the right to submit the dispute to the Vice President of Administration for resolution in accordance with the Disputes Section 9 Paragraph 5 below; however, in no event will the resolution of the dispute through the courts or otherwise, relieve the Contractor from the obligation to timely perform the supplemental work. Notwithstanding the foregoing, the Authority has the right to terminate the Contract if the Parties fail to reach an agreement on an Amendment.

- 6. Standard of Care and Quality of Goods. The Contractor shall perform (and cause all subcontractors to perform) all services in a manner that is consistent with the level of reasonable care, skill, judgment and ability provided by others providing a similar type of service in the same geographic area. The standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract or any document incorporated or referenced herein, including the Solicitation. Unless otherwise expressly allowed by the specifications, all items furnished by the Contractor in connection with the work performed hereunder must be completely new and free from defects.
- 7. Guarantee/Warranty. Unless otherwise expressly stated in the specifications, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment and goods furnished by it for a period of one (1) year from date of acceptance of the items delivered and installed. This warranty is in addition to, not in place of any manufacturer warranty. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the Authority are due to faulty design, installation, workmanship, and/or materials, upon notification, the Contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of the Authority. Repairs, replacements or adjustments will be made only at such times as will be designated by the Authority to be the least detrimental to the operation of Authority business.
- 8. Personnel. All of the personnel assigned by the Contractor and all subcontractors shall be qualified and authorized under state and local laws to perform the applicable services, whether by appropriate license, registration, certification, or other authorization. The Contractor shall not change its assigned Project management staff, delete any of the identified subcontractors, or engage additional companies as subcontractors hereunder, without prior written approval of the Authority. Contractor agrees that it will remove from assignment under this Contract any employee or subcontractor, upon request by the Authority, which may be with or without cause. Any such removal shall not necessarily reflect on the capability or competence of the individual or entity so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner, and means chosen by it to perform hereunder.

- 9. Schedulc(s). The Contractor agrees that time is of the essence for the performance of each of the Contractor's obligations hereunder. The Contractor shall complete the work in accordance with the schedule set forth in the Solicitation and provide schedule progress reports, if applicable, in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be entitled at all times to be advised, at its request, as to the status of work being performed by the Contractor and of the details thereof. Either Party may request and be granted a conference. If, at any time prior to completion of the work, the Contractor determines that the work is not progressing according to the schedule, the Contractor shall immediately notify the Authority in writing and shall provide a description of the cause of the delay, the effect on the schedule, and the recommended action to meet the schedule. An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by the Authority.
- Corrections and Clarifications. Upon request by the Authority, the Contractor shall promptly make any revisions or corrections that resulted from any error and/or omission by the Contractor or subcontractors, and shall clarify any ambiguities, without additional compensation. Acceptance of the work by the Authority shall not relieve the Contractor of the responsibility for subsequent corrections and clarifications. At any time during any phase of work for which the Contractor or any of its subcontractors has performed services for the Authority, or during any phase of work performed by others, based on data furnished by the Contractor to the Authority, the Contractor shall confer with the Authority for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Contractor or its subcontractors. The Contractor shall perform all services necessary to correct its or its subcontractors' errors and/or omissions without additional compensation, even though final payment may have been received therefore. If any work or service contains an error, omission, deficiency, or mistake, the Authority may back-charge against the Contractor all reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency, or mistake. Such back-charge amounts may be deducted from any payment(s) due the Contractor. If the payment(s) due the Contractor are not sufficient to cover such amount(s), the Contractor shall pay the difference to the Authority. The Contractor shall be liable, and shall reimburse the Authority, for any and all expenses incurred by the Authority, above those that would normally be experienced if the Contractor's or its subcontractors' errors and/or omissions had not occurred.

# II. Compensation, Invoices, and Terms of Payment

- Compensation under this Contract must not exceed Three Hundred Six Thousand Seven Hundred Eight Dollars and Thirty-Four Cents \$306,708.34. Any additional compensation shall only be allowed when there is a fully executed contract amendment detailing the additional compensation.
- 2. The Contractor shall deliver invoices to the Authority on a monthly basis for the work performed hereunder, in detail sufficient for a proper pre-audit and post-audit thereof. A written progress report, in format and detail approved by the JTA Project Manager, shall accompany each invoice.

- 3. All invoices shall reflect the applicable Proposal prices and shall show details of the computation of the amount requested in a form satisfactory to the Authority. Invoices shall be monthly from the first day of the month to the last day of the month and must be submitted not later than the tenth (10th) of the following month. To assist the Authority with annual financial close-out, the Contractor shall also submit an end-of-the-fiscal-year invoice not later than October 10 of each year for all unbilled services, fees, and costs performed through September 30 of that calendar year.
- 4. Invoicing for any travel expenses, when authorized by the terms of this Contract and by the Authority's Project Manager, will be in accordance with Section 112.061, Florida Statutes.
- 5. Firm Price and Price Escalation or De-Escalation. All prices are to remain firm for a period of one (1) year from the effective date of the contract. The Authority will consider price escalation or de-escalation on prior to the annual anniversary date of the contract effective date. Escalation and de-escalation will be reviewed by the Authority on an item-by-item basis. Contractor may request increases or decreases in price as follows:

Within at least ninety (90) days prior to the expiration of the current term, the Contractor may submit a written request for escalation or de-escalation only on items for which it can no longer honor the awarded price. The request must include the Authority's stock number, if applicable, a brief description of the item, and a new price that will remain firm until the next anniversary date.

The Authority reserves the right to:

- a. Grant or decline any request for escalation or de-escalation with or without cause.
- b. Request documentation from the referenced parts manufacturer justifying any requested increase. In the event of such request the Authority will only allow the Contractor to increase its contract price by the amount of the actual increase as provided by the parts manufacturer.
- c. The justification for the increase shall be based on an average of the previous twelve (12) months of the overall Consumer Price Index (CPI).

Any decision of the Authority to grant or decline a request for price adjustment will be at the Authority's sole discretion and its decision shall be final. Annual rate adjustments for services will be at the discretion of the Authority.

6. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Contract will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent federal and state regulations, as applicable, with the understanding that there is no conflict between state regulations and federal regulations in that the more restrictive of the applicable regulations will govern.

- 7. Records of costs incurred under the terms of this Contract shall be maintained by the Contractor and upon written request, made available to the Authority at all times during the period of this Contract and for five (5) years after final payment is made for the work pursuant to this Contract. Copies of these documents and records shall be furnished to the Authority upon request.
- 8. Records of costs incurred will include: (1) the Contractor's general accounting records and Project records; (2) supporting documents and records of the Contractor and all subcontractors within the scope of this Contract; and (3) all other records related to the Contract that are considered necessary by the Authority for a proper audit of costs.
- 9. The Authority will have the right to retain, out of any payment due the Contractor under this Contract, an amount sufficient to satisfy any amount due and owing to the Authority by the Contractor on this Contract or any other agreement between the Contractor and the Authority. The Authority may withhold payment on any invoice in accordance with the Liquidated Damages provision, if any, or if none, the Authority may withhold the amount of its actual damages when the Contractor is in default under any provision of this Contract, or when the Authority determines that the schedule cannot be met and an extension of time is not warranted. The Authority may also withhold payment when payment from the Contractor is due in connection with indemnification or any other agreement between the Contractor and the Authority. This right to withhold payments will continue until such time as the Authority has been made whole.
- 10. All invoices requesting payment for subcontractor's services, Contractor's services, reimbursable items, or expense items, must have copies of actual invoices or receipts attached which support the amounts invoiced, in such form and with such supporting detail as the Authority may require.
- 11. The Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subcontractors, and in accordance with the Contractor's written request, to pay a specific amount directly to a subcontractor. In such event, the Contractor agrees that any such payments shall be treated as a direct payment to the Contractor's account.
- 12. The Authority shall make payments to the Contractor based upon the approved invoices and supporting documentation and deliverables within thirty (30) days of the receipt by the Authority of a complete invoice. All invoices shall be sent to the attention of the Accounts Payable Office at accountspayable@jtafla.com, and shall include back-up documentation as required by the Authority, including the applicable Contractor Request for Payment Form ("Exhibit C"). Invoice payment requirements do not start until a properly completed invoice is provided to the Authority. If an invoice is not approved, in whole or in part, the Authority will inform the Contractor of the issue and Contractor will not be paid until the issue has been resolved to the satisfaction of the Authority.
- 13. When the Project requires DBE participation, a copy of the invoice and all supporting DBE documentation must be emailed to <a href="mailto:DBE1@jtafla.com">DBE1@jtafla.com</a>. Failure to submit required DBE documentation may result in a delay in payment.

Details of the required DBE supporting documentation are included in Section 13, Paragraph 5 herein.

- 14. Prompt Payment Discounts. Discounts for early payment may be offered either in the original Proposal or on individual invoices submitted under the Contract. Discounts that are included in the Proposal become a part of the Contract and are binding on the Contractor for all invoices submitted under the Contract. If the Contractor has offered a prompt payment discount, the Authority will only apply discounts that equal or exceed two percent (2%) of the invoice amount for payments that are made between ten (10) and twenty-ninc (29) days after the Authority's receipt of a complete, acceptable invoice. For purposes of this Paragraph, time shall be computed from the date the invoice was received by the Authority and payment shall be considered to have been made on the date which appears on the payment check.
- 15. All compensation for services under a particular work or Purchase Order is subject to and contingent upon the availability of the federal, state, and/or local funding source that is applicable to the work or Purchase Order.
- 16. The acceptance of final payment by the Contractor shall be a full release of the Authority and its members, officers, agents, and employees for any and all claims arising out of or relating to this Contract. The Contractor hereby waives all indirect, incidental, special, and consequential damages in any proceeding arising out of or relating to this Contract.

# III. Ownership of Documents and Inspection of Work

- 1. When the Contract requires services, all correspondence, documents, drafts, data compilations and tabulations, research, analysis, plans, reports, and work product of any kind, in any medium, submitted to or prepared by or for the Contractor in connection with this Contract, are the sole property of the Authority and shall be scanned into electronic format and provided to the Authority in an indexed, logical, searchable format on computer Compact Disks (CDs) or other format acceptable to the Authority. Such correspondence must be provided to the Authority within thirty (30) days of the close-out of the assigned Project and must be received before the Authority will release final payment to the Contractor. The original documents shall be maintained by the Contractor for a period of five (5) years after the completion of final payment by the Authority. Thereafter, or upon termination of this Contract for any reason, such records shall immediately be delivered to the Authority.
- 2. The Authority will have the right to visit the Contractor's site for inspection of the Contractor's work at any time during reasonable work hours. In addition to the inspection and audit rights set forth herein, the Authority, its agents, and employees may perform inspections of the work at any reasonable time and at any stage of production. Such inspection or failure to inspect on any occasion shall not affect the Authority's rights, or the Contractor's obligations, under warranty or other provisions of this Contract, nor shall such inspection be deemed acceptance of services.

# IV. Term of Contract and Termination

- 1. This Contract shall commence forty-five days (45) after the stated date above and shall be effective for twelve (12) months with the Authority having the option to renew the Contract for four (4) additional periods of one (1) year each. Or until terminated in accordance with the following paragraphs.
- 2. The Authority may terminate this Contract, in whole or in part, by delivering to the Contractor a written Notice of Termination. The Authority may terminate the Contract for its convenience or for failure of the Contractor to fulfill any of its obligations hereunder, including without limitation, the Contractor's failure to complete work within the required time or the Contractor's failure to diligently proceed with the work to the satisfaction of the Authority. The Contractor shall have the opportunity to affect a remedy within fifteen (15) days of the Notice of Termination. Upon the Contractor's receipt of a written Notice of Termination from the Authority, the Contractor shall: (1) immediately stop all further work unless otherwise directed in writing by the Authority as no compensation shall be paid for any work performed after receipt of such notice (provided however that expense of a nature which cannot be immediately terminated shall be reimbursed at the minimum amount which may reasonably be arranged for such termination, if the Authority concurs); and (2) deliver to the Authority's Project Manager copies of all data, drawings, specifications, reports, estimates, summaries, and other information and materials prepared while performing this Contract, whether completed or in process. in both paper and electronic formats acceptable to the Authority. In addition, if the Contractor has possession of Authority goods, it shall immediately provide the Authority with an accounting of same and protect and preserve those goods until surrendered to the Authority or its agent(s) or otherwise disposed of as directed by the Authority,
- These termination provisions shall be made a part of all subcontracts under this Contract.
- 4. After the effective date of the Notice of Termination, the Authority will only pay for work/services already performed and goods already delivered and accepted in accordance with the terms of the Contract. At the discretion of the Authority, the Authority may make an equitable adjustment to the compensation due to the Contractor, but under no circumstances shall the Contractor be entitled to payment for any anticipatory profit, for work/services not yet performed, or for goods not accepted by the Authority.
- 5. The Contractor's obligations to the Authority that arise from the Contractor's improper acts or omissions shall survive the termination of this Contract.
- 6. In the event that termination is due to default or breach by the Contractor, the Authority may take over and complete the work. In such case, the Contractor shall be liable to the Authority for any additional cost occasioned thereby.

- 7. Should the Contractor: (1) fail to comply with any federal, state, or local law or regulation, including Super Circular 2 CFR Part 200 and FTA circular 4220.1F as revised, and 2 CFR part 1201, if applicable; (2) fail to comply with any condition of this Contract; or (3) fail to complete the required work or furnish the required materials within the time required, the Authority reserves the right to purchase in the open market, or to take over and complete, the required item/work at the expense of the Contractor without waiving any right against the Contractor or its Surety, if any.
- 8. If the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, JTA may terminate this Contract for cause and without the opportunity to cure, or for Contracts of One Million Dollars (\$1,000,000.00) or more, JTA may terminate this Contract for cause and without the opportunity to cure if the Contractor is found to have submitted a false certification or has 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 is engaged in business operations in Cuba or Syria.
- 9. For the purposes of this Contract, an event of insolvency with respect to either Party hereto shall be deemed to be a default under this Contract by such Party. The term "event of insolvency" shall mean any of the following:
  - A. The insolvency;
  - B. The making of a general assignment for the benefit of creditors, the appointment of a receiver for the business or assets of such entity, or the application for the appointment of a receiver therefore;
  - C. The filing of a petition by or on behalf of, or against such person or business in any bankruptcy court or under any bankruptcy or insolvency law; or
  - D. The dissolution, liquidation or winding up of business.

# V. Records and Audit

- The Contractor agrees to maintain appropriate records with respect to work performed
  and other items reimbursable hereunder, and such records shall be supported by
  payrolls, invoices, vouchers, and other documents evidencing in proper detail the
  nature and propriety of the charges. All checks, payrolls, invoices, and other
  documents pertaining in whole or in part to the work shall be clearly identified,
  readily accessible, and to the extent feasible, kept separate and apart from all other
  such documents not related to the work.
- 2. The Contractor shall provide access to records and reports in accordance with the following which are incorporated herein by reference: 49 U.S.C. 5325, 2 CFR part 1201, and 49 CFR 633.17, as applicable.
- 3. The Contractor shall permit the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies to inspect and audit all technical and economic Project data and records of the Contractor relating to its performance and its subcontracts under this Contract from the date of Contract through and until the expiration of five (5) years after completion or termination of the Contract, except in the event of litigation or settlement of claims arising from performance of this Contract, in which case the Contractor agrees to

maintain same until all said and affected agencies and their authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto.

4. The Contractor shall provide, upon receipt of reasonable notice, free access to its books and records by the proper officers and representatives of the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies during reasonable business hours. Further, the said agencies and their authorized representatives shall have the right, pursuant to an inspection, to review, audit, reproduce, or copy excerpts and transcriptions therefrom as necessary, and to inspect all work data, documents, proceedings, and activities related to this Contract. The Contractor shall include provisions similar to this Paragraph in all subcontracts which it awards, including, but not limited to, the additional provisions of allowing the Contractor, the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies equal access to subcontractors' books and records.

#### VI. Conflict of Interest

- 1. The Contractor shall not promise any employee of the Authority, whose duties include matters relating to or affecting the subject matter of this Contract, compensation of any kind or nature from the Contractor, while such employee is employed by the Authority, or for one (1) year thereafter.
- 2. The Contractor affirms that it will not take part in any activities that will be a conflict of interest with the Authority or that would appear to compromise the integrity of the Authority. The Contractor shall provide written notice to the Authority immediately upon occurrence or first identification of any potential conflict-of-interest situation.
- 3. Upon request by the Authority, the Contractor shall execute any Conflict-of-Interest Certification that may be required.

# VII. Debarred Proposers

The Contractor has a continuing obligation to inform the Authority whether it is or has been placed on any debarred, suspended, or excluded parties list maintained by the United States Government or the State of Florida. Should the Contractor, including any of its officers or holders of a controlling interest, be included on such a list during the performance of this Contract, the Contractor shall immediately inform the Authority. This obligation must be included in all subcontracts.

## VIII. Indemnification

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Authority and its Board of Directors, 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 Contractor and other persons or entities employed or utilized by Contractor in the performance of this Contract. The provisions of this Paragraph shall survive the termination of this Contract. The indemnification obligation

- hereunder shall not be limited in any way by amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- In the event applicable law renders any provision of this Section unenforceable, then
  solely to the extent necessary to conform such provision to the requirements of law to
  remedy such unenforceable matter, such provision is deemed revised so as to be
  enforceable under law.
- 3. In addition to the Contractor's indemnification obligation, the Contractor shall be responsible for all liability for loss or damages, and it shall also be responsible for the payment of any fines imposed by any federal, state, or local agency as a result of the Contractor's actions or failure to act.

## IX. Disputes, Defaults and Remedies

- 1. Liquidated Damages. The Parties recognize that it is of utmost importance for the Contractor to complete the Contract within the time specified herein. The Contractor understands and agrees that its failure to complete the Contract within the required time will significantly impact the Authority, and that the impacts, costs, and other damages resulting from that failure are impossible to reasonably quantify in advance. The Contractor therefore agrees as follows: if the Contractor fails to perform the services within the time specified in this Contract, the Contractor shall pay Liquidated Damages to the Authority of one hundred dollars (\$100.00) per calendar day of delay. If the Authority terminates this Contract, in whole or in part, under the Disputes, Defaults, and Remedies Section of this Contract, the Contractor shall be liable for Liquidated Damages accruing until the Authority reasonably obtains delivery or performance of similar supplies or services from a substitute vendor. These Liquidated Damages are in addition to, not in lieu of, the excess costs to the Authority of repurchase that the Contractor will also be liable for. The Contractor will not be charged with Liquidated Damages if there is a delay in delivery or performance beyond the control and without the fault or negligence of the Contractor, as defined in the Force Majeure clause in this Contract. The Authority may withhold all payments due under the Contract until the Contractor's liability for Liquidated Damages has been satisfied in full. The Authority's receipt of payment for Liquidated Damages does not preclude the Authority from pursuing any other rights or remedies available to it under the Contract, in accordance with Article 2 of the Uniform Commercial Code, or otherwise in accordance with Florida law.
- 2. Upon a breach of any of the obligations of the Contractor or the Authority hercunder, the non-breaching Party shall have all of the rights and remedies provided under law, including, but not limited to the rights and remedies under the Uniform Commercial Code as in effect in the State of Florida, if applicable, as well as those referenced in 2 CFR part 1201, Super Circular 2 CFR Part 200 and FTA Circular 4220.1F, as revised. In addition, the non-breaching Party shall have all of the other rights and remedies specified elsewhere in this Contract.

- During any dispute, unless otherwise directed by the Authority, the Contractor shall
  continue to diligently perform the work while matters in dispute are outstanding,
  unless a Notice of Termination has been issued by the Authority.
- 4. Should the Contractor suffer injury or damage to person or property because of any act or omission of the Authority, or any of the Authority's employees, agents, or others for whose acts the Authority is legally liable, a claim for damages therefore shall be made in writing to the Authority within fourteen (14) days after the first observance of such injury or damage. The failure to timely submit a written claim shall result in a waiver the Contractor's claim.
- Disputes arising in the performance of this Contract shall be decided in writing by the Authority's Vice President of Administration, and the decision rendered shall be final and conclusive for the Authority.
- 6. Mandatory Mediation. All disputes arising out of or relating to this Contract shall be subject to mandatory pre-suit mediation under the auspices of a mediator to be selected by the Parties. Mediation must occur before a lawsuit is filed. Discovery prior to the scheduled mediation shall be limited to one (1) request for production of documents and two (2) depositions per Party not exceeding eight (8) hours total time per deposition. Each Party shall equally bear the costs of mediation and shall be solely responsible for its own attorneys' fees and other legal costs prior to and during the mediation process. In the event the case does not settle at mediation, the Parties may re-depose either or both witnesses on non-repetitive matters. The Contractor acknowledges that the Authority may not have present at any such mediation a person or persons authorized to bind the Authority. If the mediation fails to produce a settlement, and the amount in controversy is below seventy-five thousand dollars (\$75,000.00), the Parties may agree to submit the dispute to fast-track arbitration with an AAA arbitration panel.

#### X. Insurance

#### 1. Insurance.

A. The Contractor shall, at its own expense, procure and maintain throughout the duration of this Contract, the types and amount of insurance coverage, limits, and endorsements conforming to the minimum requirements set forth herein and in the Solicitation. The Contractor shall not commence work until the required insurance is in force and the Certificate of Insurance has been provided to and approved by the Authority.

The insurance policies must include the Authority as an Additional Insured in the General Liability and Commercial Auto policies, and must include a provision allowing for a minimum of thirty (30) days WRITTEN NOTICE OF CANCELLATION OR ADVERSE MATERIAL CHANGE to be provided to the Authority for all coverages. Until such insurance is no longer required by this Contract, the Contractor shall provide the Authority with renewal/replacement evidence of insurance at least thirty (30) days prior to the expiration of termination of such insurance. Said insurance shall be written by an insurer who holds a current Certificate of Authority pursuant to Chapter 624, Florida Statutes, and who has a most recently published rating by A.M. Best & Company of "A" or

better. The insurance requirements contained herein, as well as the Authority's review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under this Contract.

- B. Minimum Insurance Requirements. Contractor shall maintain limits no less than:
- (a) Commercial General Liability Insurance: The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

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Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products &	. , ,
General Aggregate Limit (other than Froducts &	\$2,000,000
Completed Operations) Applies Per Project	42,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

(b) Workers' Compensation and Employer's Liability Insurance: The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two - Employer's Liability Insurance

Part Two - Employer's Liability insurance	### 00 000 FT 1 A . ' d 4
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

<sup>\*</sup>If leased employees are used, policy must include an Alternate Employer's Endorsement.

(c) Excess Liability Insurance: The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit Aggregate Limit

\$1,000,000 \$1,000,000

- (e) Umbrella/Excess Liability: All referenced coverages must be included in the schedule of underlying coverages (except Professional Liability and Workers' Compensation). This coverage will be no more restrictive than the underlying coverages and shall have a minimum \$2,000,000 Each Occurrence/\$2,000,000 General Aggregate Limit of Liability.
- (f) Crime/Fidelity Coverage: This additional coverage will be required for all service providers involving information technology services, Pension consulting and administration, and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Crime/Fidelity and/or Fiduciary Liability insurance coverage for the life of this Contract. If the contract includes a requirement for expense Crime/Fidelity and/or Fiduciary Liability insurance, the minimum amount of such insurance shall be as follows:

Third Party Employee Dishonesty

\$1,000,000

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Jacksonville Transportation Authority for the Contractor/Vendor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Jacksonville Transportation Authority.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Jacksonville Transportation Authority must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies). A copy of the endorsement(s) must be supplied to Jacksonville Transportation Authority ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 OR Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and

completed operations". CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295) CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426) CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145) CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Jacksonville Transportation Authority.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Jacksonville Transportation Authority shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Jacksonville Transportation Authority shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Jacksonville Transportation Authority to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Jacksonville Transportation Authority of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

## i. All Coverages:

- a. Each insurance policy required by this Contract shall be endorsed to state that no material change or cancellation, including expiration and non-renewal of coverage, shall be effective until after at least Thirty (30) days written notice has been given to: Jacksonville Transportation Authority, ATTN: Procurement Department, 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202. Failure to maintain a current Certificate of Insurance on file with the Authority will be grounds for withholding or rejecting payment of invoices.
- b. Notwithstanding the prior submission of a Certificate of Insurance, if requested by the Authority, the Contractor shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified complete copy of the policies providing the coverage required.
- c. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, such event shall be deemed a material breach of this Contract. The Authority, at its sole discretion, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, the Authority may purchase such required insurance (but has no special obligation to do so) and without further notice to Contractor, the Authority may deduct from sums due to Contractor any premium costs advanced by the Authority for such insurance.
- d. It is the Contractor's responsibility to ensure that its subcontractors are covered under the required insurance limits. The Contractor may either require its subcontractors to purchase insurance coverage set forth herein individually, or it may include the subcontractor under the Contractor's insurance program.
- e. Neither approval by the Authority nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to obtain and maintain the insurance policies as required by this Contract.

- f. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor. Any remedy provided to the Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers by the insurance policies shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- g. The cost of insurance shall be included in the Contractor's fees, and there shall not be any further compensation or reimbursement therefore.

# XI. Public Entity Crimes

The Authority reserves the right to terminate this Contract effective immediately upon written notice in the event that the Contractor or any of its affiliate(s) are placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes. For purposes hereof, "affiliate" shall have the meaning set forth in Section 287.133(1)(a), Florida Statutes. The Contractor shall advise the Authority promptly after conviction of any "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, applicable to the Contractor or any of its affiliate(s).

# XII. Equal Employment Opportunity and Nondiscrimination

- 1. The Contractor will 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, creed, color, sex, sexual orientation, gender identity, pregnancy, genetic information, national origin, age, disability, religion, family status or other protected class in the performance of work under this Contract. The Contractor assures that it will comply with pertinent statutes, executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, sex, sexual orientation, gender identity, pregnancy, genetic information, national origin, age, disability, religion, family status or other protected class be excluded from participating in any activity conducted under this Contract. This provision binds the Contractor from the Solicitation period through the completion of the Contract.
- 2. The Contractor shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Authority to be pertinent to ascertain compliance with this Section.

# XIII. Disadvantaged Business Enterprise (DBE) Participation

Disadvantaged Business Enterprise Participation. The minimum goal for the
participation of DBE firms under this Contract is to achieve the Contractor's proposed
DBE participation rate of Thirty Percent (30%) that is set forth in its Proposal. To be
counted toward that requirement, firms must be certified as DBE by the Florida
Uniform Certification Program (UCP) in accordance with 49 CFR Part 26, which is
deemed incorporated by reference into this Contract (copy available from the
Authority's Diversity and Equity Manager).

- 2. DBE subcontractors. When the Solicitation required the submission of "Exhibit C", each of the firms identified as a DBE firm shall be and shall remain certified as such in compliance with 49 CFR Part 26. Such firms (or firms substituted or added with the prior written consent of the Authority) shall collectively be utilized in the provision of services to achieve the Contractor's above-referenced annual aggregate DBE participation rate.
- 3. DBE Liaison. The Contractor shall comply in all respects with the Authority's DBE program. It is the Contractor's responsibility to ensure the intentions and interests of the Authority's DBE program are implemented. In order to make certain the policies are carried out in a responsible manner, the Contractor must appoint a high-level official to administer and coordinate the implementation of these policies. The provisions outlined in this Contract are applicable to all subcontracting arrangements under this Contract.
- 4. Affirmative Steps and Records. In accordance with 2 CFR part 1201, the Contractor shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible. Affirmative steps shall include: (i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

The Contractor must maintain the following records concerning DBE participation with respect to this Contract for at least five (5) years following the completion of the work:

- A. All subcontractor/supplier subcontracts, including subcontracts with DBEs;
- B. Documentation developed during the identification and award of such subcontracts to DBE firms, including, but not limited to, copies of executed subcontracts enacted with Project participants.
- 5. Financial Reporting Requirements. When a DBE goal has been established, the Contractor shall submit monthly reports detailing payments to all subcontractors and suppliers, both DBE and non-DBE, in a format that is acceptable to the Authority. The Contractor shall fully cooperate with all audits, whenever performed. Failure to comply with these mandates may result in an unsatisfactory audit analysis and may have a bearing on future consideration for the award of Authority agreements.
  - "Exhibit D", the Contractor Request for Payment Form, must be submitted with every invoice presented for progress or final payment, and must show the portion of the invoice due to each subcontractor (DBE and Non-DBE). In addition, when applicable, the Contractor must submit a report detailing the following information as it relates to invoices received from its DBE-certified subcontractors:

- A. The value of the work actually performed by the DBE employees and representatives; and
- B. The entire amount of the DBE subcontractor's portion of the invoice. This includes, but is not limited to, the cost of supplies and materials obtained for work on the subcontract, including supplies and equipment leased and/or purchased from sources other than the Contractor and/or its affiliates.

When applicable, the Contractor shall also report the entire amount of compensation paid to each DBE for the following:

- A. All bona fide services, including professional, technical, supplier, and managerial services; and
- B. The costs of providing bonds or insurance specifically required for the performance of the subcontract, provided these fees do not exceed what is deemed reasonable and customary for services of this type.

All supporting DBE documentation including but not limited to the invoice, the monthly reports detailing payments made to DBE subcontractors, and the Contractor Request for Payment Form included as "Exhibit C" must be emailed to <a href="mailto:DBE1@jtafla.com">DBE1@jtafla.com</a>. Failure to submit the required documentation may result in a delay in payment.

This contract is subject to contract compliance payment tracking, and the prime contractor and any DBE subcontractors shall provide any noted and/or requested contract compliance-related payment data electronically in the B2GNow Contract Compliance Program System. The prime contractor and all DBE subcontractors are responsible for responding by any noted response audit date or due date to any instructions or request for information, and to check the B2GNow Contract Compliance Program System on a regular basis. The prime contractor is responsible for ensuring all DBE subcontractors have completed all requested items and that their contact information is up-to-date.

Access information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2GNow Contract Compliance Program System is web-based and Contract Compliance Reporting – Vendor Training and can be accessed at the following Internet address: <a href="https://jtafla.dbesystem.com/FrontEnd/EventList.asp">https://jtafla.dbesystem.com/FrontEnd/EventList.asp</a>).

- 6. DBE sub subcontractors. At times, due to the size of a subcontract, a DBE may choose to enter into alternate arrangements with other businesses. Reporting of work done and applied towards DBE goals for the Project is limited by the following constraints:
  - A. If a DBE subcontracts a portion of its contracted responsibilities to another business, that business must also be a DBE in order for the value of the work to be counted towards the DBE participation goals established by the Authority.
  - B. If the DBE participates in the work as part of a joint venture, only that portion of the work done by the DBE shall be reported towards DBE goals.

7. Modifications and Substitutions. The Contractor shall not make any modification, change or substitution of subcontractors as outlined in the Proposal, without the knowledge and consent of the Authority's DBE Office. In the event that any of such firms identified by the Contractor in its "Exhibit C" become unavailable therefore, the Contractor shall replace such firm with another similarly designated firm. Such replacement, including by the Contractor's own forces, may only be made with the prior written approval of the Authority, which may be withheld in the event that the Authority determines, in its sole discretion, that the Contractor has not made good faith efforts to either work with the subcontractor for whom replacement is sought or to find a minority certified replacement (under the appropriate program) for such subcontractor.

If the Contractor desires to terminate or substitute a DBE subcontractor listed in its "Exhibit B" and intends to perform the work of the terminated DBE subcontractor with either its own forces or those of another subcontractor, it must first submit to the Authority's DBE Office a Request for Approval of Change to Original List of Subcontractors, along with written documentation explaining the specific reasons for the change. The Contractor must obtain approval from the Authority prior to the substitution of the original DBE subcontractor. If a terminated DBE subcontractor is substituted by another DBE subcontractor, the Contractor should include the name, address, certification number, and principal office of the proposed DBE business. The Contractor must make good faith efforts to replace one DBE with another.

In the event that the Contractor is unable to contract with another DBE business, Good Faith Effort documentation must be provided to the Authority, describing the attempts to locate a substitute DBE. In all situations, the Contractor may not terminate or substitute a DBE subcontractor without the prior written consent of the Authority's DBE Office. If the Authority approves the proposed substitution in writing, the Contractor shall execute a subcontract with the proposed DBE business upon receipt of the substitution approval. If the change involves a modification to the original list of subcontractors, the Contractor must submit, if applicable, a completed Intent to Perform as a DBE Subcontractor Form for any DBE subcontractor added by the change.

8. Compliance and Enforcement. Before final payment will be made by the Authority, the Contractor shall provide the final accounting of DBE participation. The Authority may withhold payment to the Contractor pending compliance with this closeout requirement. Any reduction or change by the Contractor in a DBE subcontract, in the total DBE participation, or in DBE subcontractors, without the prior written approval of the Authority's DBE Office, will be considered an unauthorized DBE subcontractor substitution and will not be counted as participation. A DBE subcontract dollar value that is decreased by a change order or Amendment issued by the Authority will not constitute an unauthorized subcontractor substitution. The Contractor's failure to comply with the DBE participation requirements or any other part of the DBE program may result in termination of the Contract and may also result in the Authority issuing an unfavorable performance review of the Contractor. The Authority may consider the Contractor's failure to comply when evaluating the Contractor for subsequent contracts and work orders.

The Contractor may submit an explanation to be retained with the Contract file to document the reasons for its failure to comply with the DBE requirements.

# XIV. Drug-Free Workplace

The Contractor and its subcontractors shall maintain a drug-free workplace and otherwise comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. §§ 701-707. Without in any way limiting the foregoing, the Contractor and its subcontractors shall provide a drug-free workplace by:

- 1. Publishing a statement: (1) notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in the Contractor's (subcontractors') workplace is prohibited; and (2) specifying the actions that will be taken against employees for violation of such prohibition;
- 2. Establishing a drug-free awareness program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The Contractor's (subcontractors') policy of maintaining a drug-free workplace;
  - C. Any drug counseling, rehabilitation, and employee assistance programs that are available; and
  - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required by Paragraph (1);
- 4. Notifying the employee in the statement required by Paragraph (1) that, as a condition of employment under this Contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
- Notifying the Authority within ten (10) days of receiving notice under Paragraph (4)
  from an employee, or within ten (10) days of otherwise receiving actual notice of an
  employee's conviction;
- 6. Taking one of the following actions, within thirty (30) days of receiving notice under Paragraph (5), with respect to any employee so convicted:
  - A. Taking appropriate personnel action against such an employee, up to and including termination; or
  - B. Requiring such an employee to satisfactorily participate in and complete a drugabuse assistance or rehabilitation program that is approved by a federal, state, or local health or law enforcement agency, or other appropriate agency as may be the case; and
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

# XV. Prohibition against contracting with scrutinized companies

By entering into this Contract:

1. The Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended;

AND

2. When the contract value is \$1,000,000 or more; the Contractor hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

#### XVI. Subcontracts

- 1. The Contractor shall be fully responsible for the performance of all services under this Contract, including when the services are performed by a subcontractor or supplier. At all times, the Contractor shall be responsible for the effort, activity, and quality of services of its subcontractors and suppliers, and at no time shall the Authority have any responsibility for or contractual relationship with any such subcontractors or suppliers, whether by reason of the above-stated references, consent, approval, or otherwise.
- 2. The Contractor shall utilize those subcontractors who were identified in its Proposal, except that the Contractor shall not subcontract with a proposed person or entity to whom the Authority has made reasonable and timely objection.
- 3. When the subcontract is to provide services, the subcontract shall include the specific key staff members, man-hours, rates, tasks assigned, and all other costs and compensation associated with carrying out the services.
- 4. The Contractor shall maintain records of payments to all subcontractors for five (5) years following the completion or termination of this Contract, and records of such shall be made available to the Authority immediately upon request.
  - The Contractor shall report to the Authority, on the form included as **Exhibit D**, the portion of each payment made by the Authority (directly or indirectly) which is owed by the Contractor to a subcontractor, and whether such subcontractor is or is not a DBE firm.
- 5. Prompt Payment (49-CFR Part 26.29). Prime contractors are required to pay all subcontractors, to include DBE subcontractors, for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

6. The Contractor shall insert the appropriate provisions from the Solicitation and this Contract in all subcontracts under this Contract. Including any applicable Required Clauses For FTA-Assisted Contracts. The prime Contractor or Contractor shall also require all subcontractors of any tier to insert these clauses into all lower tier subcontracts, without modification. The prime Contractor or Contractor shall be responsible for compliance by any subcontractor or any lower tier subcontractor with the clauses and shall ensure that this contract and all subcontracts of any tier are performed in accordance with the contract provisions.

#### XVII. Non-exclusive Contract

This Contract is not exclusive. The Authority expressly reserves the right to contract for performance of services such as those described herein, and in the Solicitation, with other Contractors.

#### XVIII. No Waiver

Failure by either Party to insist upon strict performance of any of the provisions herein; failure or delay by either Party in exercising any rights or remedies provided herein or by law; the Authority's payment in whole or in part for services hereunder; or any purported oral modification or rescission of this Contract by an employee or agent of either Party shall not: (1) release either Party of any of its obligations hereunder; (2) be deemed a waiver of the rights of either Party to insist upon strict performance hereof; (3) be deemed a waiver of any of either Party's rights or remedies under this Contract or by law; or (4) operate as a waiver of any of the provisions hereof or constitute acquiescence therein. No waiver of any default or breach hereunder shall extend to or affect any subsequent or existing default or breach.

# XIX. Public Records and Related Inquiries

- 1. The Contractor acknowledges that the Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the Authority, the Authority may disseminate or make available to any person, without the consent of the Contractor, information regarding this Contract, including but not limited to information in the: responses; requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; or technical information or data, whether electronic, written, or oral, furnished by the Contractor to the Authority under this Contract, and that copies of work products and related materials prepared or received by the Contractor under this Contract are public records.
- 2. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract. Specifically, if the Contractor is acting on behalf of the Authority, the Contractor shall:
  - A. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Contractor;

- B. Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records; transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Contract; and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.
- 3. The Contractor shall immediately provide the Authority with a copy of any Request to Inspect or Copy Public Records in possession of the Contractor and the Contractor shall also promptly provide the Authority with a copy of the proposed response to each such request. No release of any such records by the Contractor shall be made without approval of the Authority. The Contractor's failure to grant approved public access will be grounds for immediate termination of this Contract by the Authority.
- 4. Media and Other Inquiries. All media and other inquiries concerning the services shall be directed to the Authority's Assistant Vice President of Public Affairs. The Contractor shall not make any statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, without the Authority's written consent. However, the Contractor may communicate directly with public agencies when required to do so as part of the services to be performed hereunder.

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, THE CONTRACTOR MUST CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (904) 632-5221; PUBLICRECORDS@JTAFLA.COM; OR "JACKSONVILLE TRANSPORTATION AUTHORITY, PUBLIC RECORDS" 121 WEST FORSYTH STREET, SUITE 200 JACKSONVILLE, FLORIDA 32202.

#### XX. Confidential Information

- 1. By virtue of this Agreement, the Parties may have access to information about the other Party that such Party considers confidential, including by way of example and not limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, clients, finances, and personnel data related to the business affairs of both Parties, terms and pricing under this Agreement, the Authority's intellectual property which means any and all intellectual property and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, techniques, algorithms, databases, computer software and code, mask words, formula, techniques, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship and all information clearly identified as confidential at the time of disclosure ("Confidential Information").
- 2. A Party's Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the other Party by a third-party without restriction on the disclosure; or (iv) is independently developed by the other Party.
- 3. The Parties agree to hold each other's Confidential Information in confidence and agree to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement, and otherwise to maintain Confidential Information in accordance with reasonable business practices. Nothing will prevent either Party from disclosing the terms or pricing under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

#### XXI. Contract Administration

1. Notices. Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Contract shall be given or made by the Contractor or the Authority in writing and shall be given by hand delivery, telegram, or similar communication, or by certified or registered mail (return receipt requested), and addressed to the respective Parties set forth below. Such notices shall be deemed to have been given in the case of telegrams or similar communications when sent, and in the case of certified or registered mail, on the Third (3rd) day after such communication has been deposited in the United States mail with postage prepaid.

To Authority

Jacksonville Transportation Authority

Procurement Department

121 West Forsyth Street, Suite 200

Jacksonville, Florida 32202

To Contractor:

D&A Building Services, Inc.

Rudy Rerez

321 Georgia Avenue Longwood, Florida 32750

The above addresses may be changed at any time by giving thirty (30) days prior notice as provided above.

- 2. Entire Agreement. This Contract shall constitute the entire agreement between the Authority and the Contractor relating to the work.
- 3. Contractor is not Authority's Agent. The Contractor is not authorized to act as the Authority's agent and shall have no authority, expressed or implied, to act for or bind the Authority, unless otherwise expressly set forth for a particular purpose in a separate writing by the Authority.
- 4. Compliance with Supplier Code of Business Conduct. The Contractor shall, at all times throughout the duration of this Contract, comply with the Authority's Supplier Code of Business Conduct which is made a part hereof by reference. Failure of the Contractor to abide by the Supplier Code of Business Conduct may lead to disciplinary measures commensurate with the violation, including but not limited to termination of this Contract.
- 5. Compliance with Nondiscrimination and Other Laws. The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the DOT Title 49, CFR, Part 21, as they may be amended from time to time, which are hereby incorporated herein by reference and made a part of this Contract.

The Contractor shall also comply with the following civil rights regulations, as may be amended from time to time, which are incorporated herein by reference: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, and 41 CFR Part 60. The Contractor, at its sole cost and expense, shall comply with applicable laws, regulations, ordinances, and rules of governmental agencies (including as applicable, the FHWA, FTA, OSHA, applicable State of Florida agencies, including the FDOT, the St. Johns River Water Management District (SJRWMD), the Authority, and the City of Jacksonville (CoJ)). Contractor shall secure all required licenses and permits necessary to the performance of the work at its sole cost and expense.

6. Compliance with Federal Regulations. The Contractor shall comply with all federal lobbying regulations as referenced in the Solicitation, including but not limited to: 31 U.S.C. 1352, 2 CFR part 1201, and 49 CFR Part 20. The Contractor shall comply with all federal clean air regulations including but not limited to: 42 U.S.C. 7401, 40 CFR 15.61, and 2 CFR part 1201. The Contractor shall also comply with all energy conservation requirements including but not limited to: 42 U.S.C. 6321 and 2 CFR part 1201. In addition, the Contractor shall comply with all cargo preference requirements as referenced in the Solicitation, including but not limited to: 46 U.S.C. 1241 and 46 CFR 381.

The Contractor shall also comply with all clean water regulations issued pursuant to 33 U.S.C. 1251. Lastly, the Contractor shall abide by all federal change requirements as explained in 2 CFR part 1201which is incorporated herein by reference.

- 7. Governing Laws. This Contract and the rights of all Parties hereunder shall be construed and enforced in accordance with the laws of the State of Florida.
- 8. Severability. If any provision of this Contract is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- 9. Advertising. Contractor will not use the name of the Authority or quote the opinion of any employees of the Authority or refer to the Authority directly or indirectly in any promotional literature or correspondence, news release, advertisement, or release to any professional or trade publications without receiving specific written approval for such use or release from the Authority. However, this Paragraph will in no way limit the Contractor's ability to satisfy any governmental required disclosure of its relationship with the Authority.
- 10. Assignments. This Contract is binding upon the Parties hereto and their respective successors and assigns. The Contractor shall not assign, sell, or transfer its interest in this Contract without the Authority's express written consent. Any such assignment by the Contractor must contain a provision allowing the Authority to assert against any assignee, any and all defenses, setoffs, or counterclaims which the Authority would be entitled to assert against the Contractor.
- 11. Modifications. This Contract may be modified or amended only by a writing signed by each of the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing, or modifying this Contract. No additional services shall be performed until such additional services are provided for in an Amendment executed by both Parties.
- 12. Force Majoure. Neither the Authority nor the Contractor shall be liable for any delay or failure in performance solely caused by acts beyond such Party's control, including, without limitation, acts of God, war, vandalism, strikes, labor disputes, sabotage, hurricanes, fires, floods, acts of governmental agencies, or unforescen interruptions of utility services.

- 13. Consent to Jurisdiction. The Contractor and the Authority agree that any suit, action, or other legal proceeding arising out of or relating to this Contract shall be brought in the Circuit Court of Duval County, and each Party hereby consents to the jurisdiction of each such court over any such suit, action, or proceeding, and waives any objection which it or they may have to the laying of venue of any such suit, action, or proceeding, and any of such courts. This provision is a material inducement for the Authority and the Contractor entering into the transactions contemplated hereby.
- 14. Prevailing Party Attorneys' Fees. In the event one Party shall prevail in any action (including appellate proceedings) at law or in equity arising hereunder, the losing Party will pay all costs, expenses, reasonable attorneys' fees, and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative, and legal support services, and actual fees charged by expert witnesses for testimony and analysis incurred by the prevailing Party referable thereto.
- 15. Member Protection. No recourse under or upon any obligation, covenant, or agreement contained in this Contract or any other agreements or documents pertaining to the work, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Authority or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, whether under or independent of this Contract, shall be had against any Board Member, officer, employee or agent, as such, past, present or future, of the Authority either directly or indirectly, for any claim arising out of this Contract, or for any sum that may be due and unpaid by the Authority. Any and all personal liability of every nature, whether at common law, in equity, by statute, by constitution or otherwise, of any Authority member, officer, employee, or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Contract, or for the payment for or to the Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Contract.
- 16. No Third-Party Beneficiaries. The Parties hereby set forth their intention that there are not and never shall be any third-party beneficiaries of this Contract or of any work or Purchase Order authorized hereunder. The Parties expressly intend that the Authority has no obligation to or relationship with any subcontractor that may be utilized by Contractor.
- 17. Counterparts and Electronic Signatures. This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. The counterparts of this this Contract and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.

18. Exhibits. The following Exhibits are hereby incorporated into this Contract as part hereof as though fully set forth herein.

Exhibit A, Scope of Work

Exhibit B, Pricing Form
Exhibit C, Schedule of Subconsultants/Subcontractors

Exhibit D, Contractor's Request for Payment Form

Exhibit E, Required Forms

(Signature Page Follows)

IN WITNESS WHEREOF, each of the Parties hereto have caused its duly authorized officers to execute and deliver this Contract on or as of the date first above written.

D&A BUILDING SERVICES, INC.:
By:
Printed Name:
Title.
JACKSONVILLE TRANSPORTATION AUTHORITY
By:
Printed Name: Nathaniel P. Ford Sr.
Title: Chief Executive Officer
APPROVED AS TO FORM:  By:
Title: SVP/ Chief Administrative Officer

Execute in Triplicate Distribution:

- 1. Contractor
- 2. JTA Procurement Department Electronic
- 3. JTA Project Manager User Department

officers to execute and deliver this Contract on or as of the date first above written.
D&A BUILDING SERVICES, INC.:
By: Jurget
Printed Name: AL SARABASA
Title: PRESIDENT AND CEO
JACKSONVILLE TRANSPORTATION AUTHORITY:
Ву:
Printed Name: Nathaniel P. Ford Sr.
Title: Chief Executive Officer
APPROVED AS TO FORM:
Ву:
Printed Name: Cleveland Ferguson III
Title: SVP/ Chief Administrative Officer

IN WITNESS WHEREOF, each of the Parties hereto have caused its duly authorized

Execute in Triplicate Distribution:

- Contractor
- 2. JTA Procurement Department Electronic
- 3. JTA Project Manager User Department

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# Exhibit 'A' - Scope of Work (On following pages)

# Exhibit 'A' Scope of Work

D&A Building Services, Inc. will furnish the required materials, equipment, transportation, machinery, supplies, tools, apparatus, incidentals, labor and supervision necessary to provide superior interior cleaning and building maintenance services for all of the JTA facilities as defined in this Scope of Work. The JTA currently has 15 buildings at various locations. The number of locations is subject to change and the JTA reserves the right to either add or delete locations, square footage and/or frequency of services(s). D&A Building Services, Inc. will be required to provide quality service without the need of call backs.

The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that D&A Building Services, Inc. will schedule his/her operations to meet or exceed these requirements. It is further intended that D&A Building Services, Inc. shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. Some examples include, but are not limited to: floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

**DESCRIPTION OF SERVICE:** Based on the work listed in the below section, D&A Building Services, Inc. shall perform the work in accordance to the minimum acceptable cleaning performance standards defined below:

#### **DEFINITION OF TERMS**

**Buff:** Remove all marks using floor machine equipment with polishing pad to maintain floor luster.

Clean: Remove all dirt, stains and marks with approved cleaner.

Clean Glass and Mirrors (Restroom Cleaning): Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelve are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.

Daily: Work to be performed each and every day of the week.

**Damp Mop:** Remove all surface dirt and stains with mop and warm water containing detergent or floor cleaner as required.

**Damp Wipe:** Remove surface dirt with damp cloth.

**Disinfect:** To cleanse in order to destroy disease and germs.

Disinfectant: A germicidal cleaner for germ control.

Dust: Remove all loose dirt and debris. Specially treated cloths shall be used.

**Empty Waste Receptacles**: Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. Liners must be used in all waste receptacles and must be changed as needed and no less than once a week. Waste containers in restrooms; break rooms, lunchrooms, training and conference rooms must be inspected daily and changed as needed.

Machine Strip: Remove all surface dirt, stains, and wax with warm water, floor cleaner or germicidal disinfectant; dry with vacuum or mop.

Mop: Remove all surface dirt and stains with a clean mop and warm water containing floor cleaner or germicidal disinfectant.

One Day: 24 clock hours

Polish: Machine polish or rub with dry cloth.

Refinish: Apply proper floor coating (wax on polish or sealer) and buff.

Sanitize: To cleanse free from dirt and bacteria.

**Scrub:** Remove all dirt, stains and marks with an approved cleaner using a floor machine equipped with scrubbing pad.

Strip: Remove all accumulation of old floor finish, all surface dirt, stains and marks. Rinse and dry.

Sweep/Dust Mop: Remove all loose dirt and litter with dustless-type sweeping tools on smooth concrete, tiled, and terrazzo floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.

Stainless Steel (Brass) Cleaning (Elevators, Doors, Trim, Etc.): Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.

Vacuum: Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpet shall lie in one direction upon completion of the vacuuming task. Note: Prior to vacuuming area, move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable.

## JOB SPECIFICATIONS

D&A Building Services, Inc. is responsible for the cleanliness and sanitation of the building. The description of each service area, below, is to be used as a guideline for D&A Building Services, Inc. The description does not attempt to describe every detail or feature of the facility that is to be maintained by D&A Building Services, Inc.

#### JANITORIAL SPECIFICATIONS

## JRTC AT LAVILLA (1111 W. Bay Street)

SERVICE SCHEDULE - Everyday, after 5:30 P.M.

Description - (67,000 total square foot)

Front Lobby, Three Elevators, Men and Women Restrooms, Breakrooms, and all Work Spaces

#### **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS -**

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc.

Clean shower stalls and walls.

# Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish; including elevators.

# BUILDING 1 (100 N. Myrtle Avenue)

SERVICE SCHEDULE - Everyday, after 5:30 P.M.

Description – (5,000 total square foot)

Front Lobby, Conference Rooms, Men and Women Restrooms, Breakrooms, and all Work Spaces

#### **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS -**

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc. Clean shower stalls and walls.

## Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

# BUILDING 2 (100 N. Myrtle Avenue)

SERVICE SCHEDULE - Everyday, after 5:30 P.M.

Description – (9,300 total square foot)

Front Lobby, Conference Rooms, Men and Women Restrooms, Breakrooms, and all Work Spaces

#### **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS -**

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc. Clean shower stalls and walls.

# Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

## BUILDING 3 (100 N. Myrtle Avenue)

SERVICE SCHEDULE - Everyday, after 5:30 P.M.

Description – (12,000 total square foot)

Front Lobby, Elevators, Conference Rooms, Men and Women Restrooms, Breakrooms, and all Work Spaces

#### **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS** -

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc.

Clean shower stalls and walls.

## Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

# **BUILDING 4 (100 N. Myrtle Avenue)**

SERVICE SCHEDULE - Everyday, after 5:30 P.M.

Description - (2,000 total square foot)

Breakrooms and all Work Spaces

#### Daily Activities

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS** -

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc. Clean shower stalls and walls.

# Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

### BUILDING 5 (100 N. Myrtle Avenue)

SERVICE SCHEDULE - Monday - Friday, after 5:30 P.M.

Description – (950 total square foot)

All Work Spaces

## **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS -**

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc. Clean shower stalls and walls.

### Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish; including elevators.

#### Day Porter

The day porter is expected, when employed by JTA to ensure that areas of responsibility are in a continuous state of cleanliness. This entails a consistent walk around and addressing all issues assigned to the Porter.

### BUILDING 6 (100 N. Myrtle Avenue)

SERVICE SCHEDULE - Everyday, after 5:30 P.M.

Description – (4,000 total square foot)

Training Room, Men and Women Restrooms, Breakrooms, and all Work Spaces

## **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS -**

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc. Clean shower stalls and walls.

# Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# Monthly Activities

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

### **BUILDING 8 (100 N. Myrtle Avenue)**

SERVICE SCHEDULE - Monday - Friday, after 5:30 P.M.

Description – (200 total square foot)

All Work Spaces

#### **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS** -

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc. Clean shower stalls and walls.

### Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish; including elevators.

### BUILDING 9 (100 N. Myrtle Avenue)

SERVICE SCHEDULE Monday - Friday, after 5:30 P.M.

Description – (950 total square foot)

**All Work Spaces** 

#### **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS** -

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc.

Clean shower stalls and walls.

### **Weekly Activities**

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

### **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish; including elevators.

# SKYWAY O&M (725 Leila Street)

SERVICE SCHEDULE - Monday - Friday, after 5:30 P.M.

Description – (10,468 total square foot)

Training Room, Men and Women Restrooms, Breakrooms, and all Work Spaces

#### **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum clean all stairways

Disinfect clean stairwell hand rails

Sweep or vacuum the elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance on all hallways

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS -**

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc.

Clean shower stalls and walls.

### Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

### **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

# ROSA PARKS STATION (201 W. Union Street)

SERVICE SCHEDULE - Everyday, after 5:30 P.M.

Description – (230 total square foot)

All Work Spaces

#### **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS** -

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc. Clean shower stalls and walls.

# Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

### **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish; including elevators.

# KINGS AVENUE STATION AND GARAGE (1201 Kings Avenue)

SERVICE SCHEDULE - Monday - Friday, after 5:30 P.M.

Description – (300 total square foot)

**Employee Restroom and Office** 

## **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Completely clean dust mop & polish bright work in elevators.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS -**

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner. Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc. Clean shower stalls and walls.

# Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

### Monthly Activities

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish; including elevators.

# TECHNOLOGY AND INFORMATION Monday - Friday, after 5:30 P.M.

SERVICE SCHEDULE - Monday - Friday, after 5:30 P.M.

Description – (5,500 total square foot)

Training Rooms, Men and Women Restrooms, Breakrooms, and all Work Spaces

#### **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS -**

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc. Clean shower stalls and walls.

### Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

# ARMSDALE PARK AND RIDE Monday - Friday, after 5:30 P.M.

SERVICE SCHEDULE - Everyday, after 5:30 P.M.

Description – (9,000 total square foot)

Front Lobby, Men and Women Restrooms, Breakrooms, and all Work Spaces

### **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### **RESTROOMS** -

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner. Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc.

Clean shower stalls and walls.

# Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

# **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

# AVENUES WALK PARK AND RIDE (10508 Avenues Walk Boulevard)

SERVICE SCHEDULE - Everyday, after 5:30 P.M.

Description – (10,468 total square foot)

Front Lobby, Men and Women Restrooms, Breakrooms, and all Work Spaces

## **Daily Activities**

Empty waste baskets and carry trash to pick up area, replace liners, cleanup soiled areas resulting from leaking liners.

Spot clean interior & exterior entranceway door glass, push plates and handles.

Clean both sides of partition glass using an approved window cleaner.

Clean window sills.

Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge.

Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.

Mop hard floors with a chemically (JTA approved) treated dust mop.

Spot mop stains and spills / clean all mop splatter from all vertical surfaces.

Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.

Spot clean soiled walls and fixtures.

Clean conference room tables. Place chairs neatly around table and room perimeter

Clean exterior and interior of microwave, disinfect counters and sinks in break room.

Disinfect all breakroom tables.

Disinfect all workstation tables.

Clean and polish drinking fountains.

Service, empty and clean exterior (at building entrances) trash receptacles.

Sweep or vacuum cleaning all Stairways

Disinfect clean stairwell hand rails

Completely wash all stairway walls using a germicidal up to six foot in height.

Sweep, vacuum, and mop all elevators.

Spray buff worn and dark marks.

Supply floor finish as needed to maintain good appearance

Disinfect and polish exterior doors on each floor.

Dust and Clean all fixed Counters

#### RESTROOMS -

Washing and disinfecting all wash bowls, commodes and urinals.

Cleaning all toilet partitions.

Wipe all dispensers.

Wipe all mirrors.

Spot cleaning all walls and doors.

Empty trash containers and insert a new bag.

Disinfect and mop all floors with germicidal cleaner.

Empty all sanitary containers and insert a new bag.

Refill all paper products, soap and air freshener dispensers (all towels, tissue paper, and soap and air freshener will be furnished by the JTA).

All fixtures eg. Water faucets, handles must be cleaned thoroughly. Must be free from all lime, grime and rust stains.

General dusting of the Exterior of all furniture, file cabinets, desk tops, counter tops, etc. Clean shower stalls and walls.

# Weekly Activities

Dust low areas up to six foot in height.

Damp mop all hard surface floors / clean mop splatter on walls.

Disinfect all door handles.

Spot clean around wall switch plates, doors, doorframes and counters.

Wipe down vinyl and leather furniture.

Vacuum elevator tracks removing all debris, clean and polish exterior doors.

Chemically treat all urinals on Friday evenings with approved chemical, or as directed.

Surface clean carpets as needed.

# **Monthly Activities**

Vacuum upholstered seating.

Dust all vertical and horizontal blinds.

Dust ledges and window sills.

Vacuum ceiling vents & air deflectors.

Dust, mop and spot clean Fire Stairs, railings and ledges.

Detail vacuum corners and edges.

Clean accessible baseboards.

### **Quarterly Activities**

Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.

#### Day Porter

The day porter is expected, when employed by JTA to ensure that areas of responsibility are in a continuous state of cleanliness. This entails a consistent walk around and addressing all issues assigned to the Porter at all JTA Properties listed in this Scope of Work.

# **General JTA Requirements**

D&A Building Services, Inc. shall authorize a project-manager to oversee this Contract, and provide contact information (that includes contact-availability 24 hours per day, seven days per week, in case of an emergency or otherwise needs to contact D&A Building Services, Inc. outside of the approved, regular schedule).

D&A Building Services, Inc. shall exercise all supervisory control and general control over all day-to-day operations of his/her employees, including control over all worker's duties. At the conclusion of each service, D&A Building Services, Inc. shall inspect the facility for completion and performance quality of the required services.

D&A Building Services, Inc. shall provide a list of all cleaning products that will be utilized under the awarded Contract. All cleaning products must be environmentally safe, non-irritant causing and FHSA compliant.

JTA reserves the right to amend cleaning frequency based at its discretion and request additional cleaning on same day as necessary to maintain a clean and healthy work environment.

All services and cleanings conducted will be performed outside of normal operating hours which are Monday – Friday 7AM - 5PM.

D&A Building Services, Inc. shall provide background checks for employees that will service JTA. D&A Building Services, Inc. employees must comply with all JTA safety and security requirements for conducting work on JTA facilities.

- CONTRACTOR SAFETY AND SECURITY REQUIREMENTS For the purposes of
  this Section, Contractors are defined as any or all members of the Contractor's work force,
  all members of Subcontractor's and any lower tier workforces, and all other persons who
  require access to the worksite for performance of the contract.
  - a. General Requirements of the Contractors. Contractors must adhere to all specified safety/security precautions, rules and special instructions imposed on JTA staff, to include compliance with all JTA security requirements, specifically the JTA Security Program Plan. Additionally, Contractors must comply with all federal state and local security laws and regulations which include F.A.C. 14-90 and 49 CFR 659/673/674.
  - b. Identification and Access Badges. Identification badges are used to identify all visitors, employees and Contractors gaining access to JTA property. Short-term project Contractors are classified as visitors. Upon arrival, the visitor's Point of Contact (POC) will be verified by security, and a visitor badge will be issues in exchange for a valid driver's license/identification card, which will be returned at the conclusion of the visit. All Contractors shall wear company shirts or other identifying item(s) at all times when on JTA property. Additionally, all Contractor vehicles must be marked with the company name, either on the vehicle or with a dash placard.
  - c. Contractor Criminal Background Checks. JTA has established a minimum security requirement, which all Contractors must comply with, including background checks prior to accessing JTA property. For any long term work project on JTA property, or ongoing Contracted Services, the Contractor may be eligible for a JTA Contractor badge. In these cases, the Contractor must provide an appropriate criminal background and/or traffic violation check that meets or exceed that of JTA employment. Based on those results, JTA's Chief Safety Officer or Safety & Emergency Officer may refuse access to the work site to any person or contractor with a disqualifying offense.

The Contractor shall be responsible for all costs associated with these requirements, including fees payable to law enforcement authorities for background check purposes.

- a. Contractors and/or their personnel will be denied access to JTA property if:
  - The criminal background check reveals a felony conviction in the past 5 years preceding the date of the application

- The applicant has been released from incarceration for a felony conviction in the past 5 years
- The applicant has an active warrant
- · The applicant has an open felony court case

Contractors may request permission, in writing, for access by persons with a criminal record, provided that a copy of the criminal record, together with a signed consent form is submitted.

- d. Contractors Safety and Security Plan. JTA mandates, as a contractual requirement, that Contractors must develop their own Safety and Security Plan. The Contractor's Safety and Security Plan must be available for review and approval by the JTA Safety & Security Department if requested. It is the responsibility of the Contractor to ensure that all Contractor Employees and Subcontractor Employees are provided Security Awareness Training, in relation to the Contractors Safety and Security Plan.
- e. JTA Safety and Security Department Rights to Inspect and Audit. All Contractors will be held to the same standards as JTA Employees with regard to safety and security. To ensure that all criteria are being met, the Chief Safety Officer (or designee) will have the right to audit Contactor safety and security practices while on JTA property.
- f. Contractor Use and Storage of JTA Vehicles. All contract service providers who store JTA vehicles must provide a secured/fenced facility. If operating a JTA vehicle, all contractor employees' licenses will be checked annually to ensure the operator maintains validity.
- g. Additional Contractor Security Measures. The JTA Chief Safety Officer or Safety & Emergency Preparedness Officer will review the proposed work effort of all JTA Contractors to determine if any additional specific security actions are required for those Contractors who required:
  - Access to critical infrastructure
  - Access to sensitive information
  - Access to JTA employees
  - Access to hazardous materials
- 2. Contractor Safety and Security Requirements For the purposes of this Section, Contractors are defined as any or all members of the Contractor's work force, all members of Subcontractor's and any lower tier workforces, and all other persons who require access to the worksite for performance of the contract.
  - a. General Requirements of the Contractors. Contractors must adhere to all specified safety/security precautions, rules and special instructions imposed on JTA staff, to include compliance with all JTA security requirements, specifically the JTA Security Program Plan. Additionally, Contractors must comply with all federal state and local security laws and regulations which include F.A.C. 14-90 and 49 CFR 659/673/674.
  - b. Identification and Access Badges. Identification badges are used to identify all visitors, employees and Contractors gaining access to JTA property. Short-term

- project Contractors are classified as visitors. Upon arrival, the visitor's Point of Contact (POC) will be verified by security, and a visitor badge will be issues in exchange for a valid driver's license/identification card, which will be returned at the conclusion of the visit. All Contractors shall wear company shirts or other identifying item(s) at all times when on JTA property. Additionally, all Contractor vehicles must be marked with the company name, either on the vehicle or with a dash placard.
- c. Contractor Criminal Background Checks. JTA has established a minimum security requirement, which all Contractors must comply with, including background checks prior to accessing JTA property. For any long term work project on JTA property, or ongoing Contracted Services, the Contractor may be eligible for a JTA Contractor badge. In these cases, the Contractor must provide an appropriate criminal background and/or traffic violation check that meets or exceed that of JTA employment. Based on those results, JTA's Chief Safety Officer or Safety & Emergency Officer may refuse access to the work site to any person or contractor with a disqualifying offense. The Contractor shall be responsible for all costs associated with these requirements, including fees payable to law enforcement authorities for background check purposes.
- d. Contractors and/or their personnel will be denied access to JTA property if:
  - The criminal background check reveals a felony conviction in the past 5 years preceding the date of the application
  - The applicant has been released from incarceration for a felony conviction in the past 5 years
  - · The applicant has an active warrant
  - The applicant has an open felony court case

Contractors may request permission, in writing, for access by persons with a criminal record, provided that a copy of the criminal record, together with a signed consent form is submitted.

- e. Contractors Safety and Security Plan. JTA mandates, as a contractual requirement, that Contractors must develop their own Safety and Security Plan. The Contractor's Safety and Security Plan must be available for review and approval by the JTA Safety & Security Department if requested. It is the responsibility of the Contractor to ensure that all Contractor Employees and Subcontractor Employees are provided Security Awareness Training, in relation to the Contractors Safety and Security Plan.
- f. JTA Safety and Security Department Rights to Inspect and Audit. All Contractors will be held to the same standards as JTA Employees with regard to safety and security. To ensure that all criteria are being met, the Chief Safety Officer (or designee) will have the right to audit Contactor safety and security practices while on JTA property.
- g. Contractor Use and Storage of JTA Vehicles. All contract service providers who store JTA vehicles must provide a secured/fenced facility. If operating a JTA vehicle, all contractor employees' licenses will be checked annually to ensure the operator maintains validity.
  - Additional Contractor Security Measures. The JTA Chief Safety Officer or Safety & Emergency Preparedness Officer will review the proposed work effort of all JTA

Contractors to determine if any additional specific security actions are required for those Contractors who required:

- Access to critical infrastructure
- Access to sensitive information
- Access to JTA employees
- Access to hazardous materials

D&A Building Services, Inc. shall be held responsible for all JTA keys.

Any loss of safety and security sensitive items, replacement cost will be incurred by the D&A Building Services, Inc.

D&A Building Services, Inc. shall provide a monthly Quality Assurance Report that will be submitted to the Facilities Manager.

Any issues pertaining to damaged equipment or safety must be report to the Facilities Manager immediately.

The JTA's Facility Manager or designee shall contact D&A Building Services, Inc. by telephone, or email to notify them of performance issues. The JTA's Facility Manager shall also notify D&A Building Services, Inc. of written accolades or complaint(s) received from building occupants.

The JTA's Facility Manager or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time D&A Building Services, Inc. was notified, or a copy of the notification letter.

D&A Building Services, Inc. billing shall be done on a monthly basis for work completed in the previous month including the monthly Quality Assurance Report.

#### EMPLOYEE CONDUCT:

- 1. D&A Building Services, Inc. hereby AGREES that its employees, subcontractor personnel, and all other individuals D&A Building Services, Inc. permits on JTA property, for purposes of implementing this Agreement, shall be subject to the rules and guidelines established by JTA, as well as subject to the respective departmental policies and procedures relating to each site location.
- 2. Further, D&A Building Services, Inc. AGREES that its employees, subcontractor personnel, and all other individuals D&A Building Services, Inc. permitted on JTA property, for purposes of implementing this Agreement, shall:
- a. Wear a badge in plain view indicating the employee's name and company name in letters that is visible.
- b. Wear clean and neat clothing or uniforms, supplied by D&A Building Services, Inc., at all times while working.

- c. Report potentially hazardous conditions and items in need of repair including office lighting, emergency and exit lights, plumbing and water cooler problems, etc., to the JTA Facility Manager.
- d. Report immediately and turnover all lost and found articles recovered to the site manager JTA Facility Department Designee.
- e. Not bring or meet personal visitors (i.e., children, relatives, etc.) at the location-site.
- f. Not consume food or beverages in public view while on duty.
- g. Not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
- h. Not receive or initiate personal telephone calls from JTA owned or operated telephones or other communication equipment.
- i. Not play radios or other sound equipment while business practices are in operation.
- j. Not fraternize with agency staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while performing their contractual duties.

# Exhibit 'B' - Proposal Price Form

(On following pages)

#### PROPOSAL PRICING FORM

The Proposer agrees to provide all of the goods and perform all of the services within the specified time and in accordance with the specifications, terms, and conditions of the Contract, Solicitation documents, and any Addendums thereto, in accordance with the following PROPOSAL PRICE:

item	Location	Sq. Ft.	Cleaning Frequency	UOM	Cost	Annual Cost
1	JRTC at LaVilla (111 W. Bay Street)	67,000	7 days a Week	Bi-Monthly	\$4,017.37	\$96,416.85
2	Building 1 (100 N. Myrtle Avenue)	5,000	7 days a Week	Bi-Monthly	\$535.59	\$12,854.16
3	Building 2 (100 N. Myrtle Avenue)	9,300	7 days a Week	Bl-Monthly	\$977.93	\$23,470.22
4	Building 3 (100 N. Myrtle Avenue)	12,000	7 days a Week	Bi-Monthly	\$1,319.65	\$31,671.57
5	Building 4 (100 N. Myrtle Avenue)	2,000	7 days a Week	Bi-Monthly	\$348.15	\$8,355.61
6	Building 5 (100 N. Myrtle Avenue)	950	5 days a Week	Bi-Monthly	\$220.64	\$5,295.36
7	Building 6 (100 N. Myrtle Avenue)	4,000	7 days a Week	Bi-Monthly	\$422.07	\$10,129.69
8	Building 8 (100 N. Myrtle Avenue)	400	5 days a Week	Bi-Monthly	\$192.26	\$4,614.20
9	Building 9 (100 N. Myrtle Avenue)	1493	5 days a Week	Bi-Monthly	\$239.73	\$5,753.52
10	Skyway O&M (725 Leila Street)	10,468	5 days a Week	Bi-Monthly	\$981.46	\$23,555.04
11	Rosa Parks Station (201 W. Union Street)	230	7 days a Week	Bi-Monthly	\$244.45	\$5,866.70
12	Kings Avenue Station and Garage (1201 Kings Avenue)	300	5 days a Week	Bi-Monthly	\$182.56	\$4,381.34
13	Technology and Information (1022 Prudential Drive)	5,500	5 days a Week	Bi-Monthly	\$517.27	\$12,414.5
14	Armsdale Park and Ride (3191 Armsdale Road)	19,000	7 days a Week	Bi-Monthly	\$2,210.33	\$53,048.0
15	Avenues Walk Park and Ride (10508 Avenues Walk Blvd)	2,374	7 days a Week	Bi-Monthly	\$370.06	\$8,881.51
16	Day Porter (All Sites)		As Needed	Per Hour	\$ 17.73	
				TOTAL	\$12,779.51	\$306,708.34

<sup>\*</sup>All square footage is estimated and must be verified by bidders and confirmed by JTA for all locations listed.

<sup>\*\*</sup>The bid proposal date and the actual date for the initial contract period is for one year from the date of award or a mutually agreed upon date convenient for all parties.

Total Base Price written in words:	Three-hundred and six thousand, seven-hundred and eight dollars		
	and thirty four cents		
SIGNATURE OF PROPOSER'S A	UTHORIZED REPRESENTATIVE		
Proposer's Legal Name: D&A BUILD	ING SERVICES, INC.		
Business Structure of Proposer (corp, Federal ID #: 59-3095997	jv, ile, etc.): CORPORATION		
D & B #: 18-3844331			
Primary Address: 321 GEORGIA AVE	NUE, LONGWOOD, EL 32750		
Name and Telephone Number of Co	ontact Person: RUDY PEREZ 407-831-5388		

# Exhibit 'D' - Contractor's Request for Payment Form

(On following pages)

# CONTRACTOR/CONSULTANT'S REQUEST FOR PAYMENT ATTACHMENT

Contractor/Consultant:			E □ NON-DBE			
Project Name:			Solicitation No.:		Contract Date:	
Name of Business Performing Work (Subcontractor/Subconsultant)	Certification Status (DBE or NON-DBE)	Description of Commodity, Material, or Service	Contact Name/Telephone	Amount Invoiced this Period	Amount Invoiced To Date	
					\$	
					\$	
					\$	
					\$	
					\$	
Dellar Amount of Work Completed by Non-DBE Subcontractors/Subconsultants					\$	
Dollar Amount of Work Completed by DBE Subcontractors/Subconsultants					\$	
Dollar Amount of Work Completed by the Prime					\$	
Total Dollar Amount Requested for Payment					\$	
terviews of owners, principals, officers, employees and a BE program to include status reports and audit of submit the above information is true and complete to the best of r	pplicable Contractor/Sub ted <b>DBE</b> information as o	JTA. It is understood that the JTA may audit any and/or ocontractors/Subconsultants/Suppliers participating on the deemed necessary.  CONTRACTORS/CONSULTANT'S CERTIFICAT.  The DBE Office reserves the right to recommend an au	e Contract. The JTA DBE Office rese ION	erves the right to ensure		
ame and Title:(Please	print or type)					
	* * *					

Note: All Prime Contractors/Consultants are required to pay all Subcontractors/Subconsultants/Suppliers within seven (7) business days of receipt of payment from JTA. This is in accordance with JTA's Prompt Payment provision. Failure to comply may result in future withholdings of prime consultant's reimbursements and/or other sanctions until the prime consultant ensures that all Subcontractors/Subconsultants/Suppliers are promptly paid for the work they have performed. Contact JTA's Diversity & Equity Program Office with any questions about the Prompt Payment provision. Revised: March 24, 2015

# Exhibit 'E' - Required Forms

(On following pages)

# Acknowledgement of Receipt of Addenda

I hereby certify that I have read and understand and certify the truthfulness of the required statements of the Solicitation and acknowledge receipt of the following Addenda issued during the advertisement period for this Solicitation.

Addendum	Dated	Signature Title
No	07/02/2019	DIRECTOR OF BUSINESS DEV
No. 2	07/12/2019	DIRECTOR OF BUSINESS DEV
No. <u>3</u>	07/19/2007	DIRECORDE BOCUPSS DEV.
No		
No		
Signature of Proposer's	Authorized Representative:	Att.
Typed/Printed Name:	RUDY PEREZ	
Title: DIRECTOR OF BL	ISINESS DEVELOPMENT $_{ m Da}$	te:07/21/2019

# CERTIFICATION OF PROPOSER REGARDING DEBARMENT

The Proposer must complete the following certification statement. The Proposer must indicate its response by inserting a checkmark (L.) in the space following the applicable response.

#### Certification:

The Proposer certifles that it, its principals, and any key team members:

U are ⊠are not

presently suspended, debarred, excluded, or otherwise disqualified from participation in this federally assisted project by any federal department or agency.

If a Proposer responds in the affirmative to the above certification, and the contract exceeds or is expected to exceed \$25,000, the Proposer is ineligible to receive an award.

Lower Tier Contractors:

The successful Proposer, by administering each lower tier subcontract for this project that exceeds \$25,000, must verify that each lower tier subcontractor, at any tier, is not presently suspended, debarred, excluded, or otherwise disqualified from participation in this federally assisted project.

The successful Proposer certifies that it will accomplish this by:

Checking the System for Award Management at website: http://www.sam.gov;

- Collecting a certification statement similar to the Certification of Proposer Regarding Debarment, above; and,
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

On-Going Obligation of Successful Proposer:

The successful Proposer must provide immediate written notice to the Authority if it learns either that:

it failed to disclose information earlier, as required by 2 C.F.R. § 180.355; or,

 b) (b) due to changed circumstances, it or any of the principals or any of its key team members for this project now meet any of the criteria in 2 C.F.R. § 180.355.

Termination for Fallure to Disclose:

If the Authority later determines that the successful Proposer failed to disclose to the Authority that either it, its principals, or its key team members were suspended, debarred, excluded, or otherwise disqualified at the time it made this certification or entered the contract for this project, the Authority will terminate the contract.

The foregoing is hereby certified and acknowledged by the undersigned.						
Proposer's Legal Name: D&A BUILDING SERVICES, INC.  Proposer's Signature:	-					
Business Structure of Proposer (corp., jv., llc., etc.):CORPORATION						
Primary Address: 321 GEORGIA AVENUE, LONGWOOD FL 32750						
Name and Telephone Number of Contact Person:RUDY PEREZ_407-831-5388	_					

# Certification Regarding Lobbying Pursuant to 49 CFR Part 20 for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bidder certifies, to the best of his or her knowledge and belief that it compiles with 31 USC §1352, as amended, 49 CFR Part 20, to the extent consistent with as necessary by 31 USC § 1352, as amended and all other applicable federal and state lobbying restrictions and specifically that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a state legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a state legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or falls to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Printed Name of Bidder/Subcontractor: D&A BUILDING SERVICES, INC.

Printed Name: RUDY PEREZ
Date: 07/21/2019

Title: DIRECTOR OF BUSINESS DEVELOPMENT

### CONFIDENTIALITY AND NONDISCLOSURE TERMS

- 1. <u>Definition of Confidential Information</u>. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Additionally, "Confidential Information" shall also include any and all personal, protected or otherwise sensitive information which the Receiving Party might be exposed to during the day to day operations of the Disclosing Party.
- 2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- 3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
- 4. <u>Time Periods.</u> The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- 5. <u>Relationships.</u> Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- 6. <u>Severability</u>. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- 7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- 8. <u>Waiver</u>. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(signature page follows)

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

(Firm Name): D&A BUILDING SERVICES, INC.

By:

Printed Name: RUDY PEREZ

Title: DIRECTOR OF BUSINESS DEVELOPMENT

JACKSONVILLE TRANSPORTATION AUTHORITY:

Printed Name: Nathaniel P. Ford Sr.

Title: Chief Executive Officer

# Conflict of Interest Certification

Proposers must execute either Section 1 or 2 to certify compliance with Florida Statutes §112.313, 49 CFR 18.36(b)(3) and the FTA Master Agreement Section 3 (Ethics) ("Ethics Regulations").

No Authority Board Member, employee, officer, agent or any immediate family member or partner of any of the above, or an organization which employs or is about to employ any of the above, that has a financial or other interest in the Proposer may participate in the selection for award or award funding or administer the Contract involving the Proposer. None of the above has received any gift from the Proposer. The Contractor shall obtain this certification from all subcontractors and forward it to the Authority if Section 2 has been completed by the subcontractor.

from the Proposer. The Contractor shall obtain this certification from all subcontractors and forward it to the Authority if Section 2 has been completed by the subcontractor.
SECTION 1
The undersigned understands the requirements of the Ethics Regulations and certifies that <u>no</u> real apparent or potential conflict of interest exists.
Signature of Proposer's/Subcontractor's Authorized Official
Printed Name of Proposer/Subcontractor: D&A BUILDING SERVICES, INC.  Printed Name: RUDY PEREZ Title: DIRECTOR OF BUSINESS DEVELOPMENT Date: 07/21/2019 FEI/EIN #: 59-3095997 Dun's #: 13-3844331
SECTION 2
The undersigned understands the requirements of the Ethics Regulations and certifies that the only real, apparent or potential conflicts of interest are not substantial and are hereby disclosed in full.
Names of individuals and nature of their interest in Proposer/Subcontractor.
Signature of Proposer's/Subcontractor's Authorized Official:
Printed Name of Proposer/Subcontractor: DA Building Selvices Inc.  Printed Name: RUDY PEREZ Title: DIRECTOR OF BUSINESS DEVELOPMENT
Date: 07/21/2019 FEI/EIN #: 59-3095997 Dun's #: 13-3844331

# EQUAL OPPORTUNITY REPORT STATEMENT AS REQUIRED AT 41-CFR-60-1.7(b)

The Proposer shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

- 1. The Proposer has X has not developed and has on file at each establishment a affirmative action program pursuant to 41-CFR-60-1.40 and 41-CFR-60-2.
- The Proposer has X has not participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
- The Proposer has X has not filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report). (Ref. Page GP-80)
- 4. The Proposer docs X does not \_\_\_ employ fifty (50) or more employees.

If the Proposer has participated in previous contracts subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Proposer shall submit a compliance report on Standard Form 100 "Employee Information Report EEO-1" prior to the award of Contract.

The Proposer shall obtain an Equal Opportunity Report Statement from each subcontractor when the value of the subcontract exceeds \$50,000.

For: D&A BUILDING SERVICES, INC. (Proposer's Name)

RUDY PEREZ DIRECTOR OF BUSINESS DEVELOPMENT

Printed Name & Title of Signing Official



# JACKSONVILLE TRANSPORTATATION AUTHORITY

# INTENT TO CONTRACT AS A DBE SUBCONTRACTOR/SUBCONSULTANT

PROPOSAL/SOLICITATION NUMBER: RFP-19-016

Pursuant to DBE policy, businesses participating in the JTA's DBE Program must be certified by the Florida Uniform Certifica	tion
Program (UCP) at the time of submittal of bid. The firm must be listed in the Florida UCP/DBE directory as a certified DBE fi	m.
(http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx)	1
1. Name of Prime Contractor/Consultant	L
2. Address, City, State and Zip 321 GEORGIA AVENUE, LONGWOOD FL 32750	Ļ.
3. FEIN Number of DBE Firm 59 _ 3095997	
4. The DBE subcontractor/subconsultant listed below is certified by which member agency within the Florida UCP?  ★ JTA □ FDOT □ GOAA (Orlando Airport) □ Volusia County □ Miami/Dade County □ Broward County □ HCAA (Hillsborough County) □ City of Tallahassee □ Lee County Port □ Key West Airport	
5. The undersigned DBE firm is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply or "install" or both):	
and at the following price \$ 76,677.08. With respect to the proposed subcontract described above,  % of the dollar value of such subcontract will be sublet and/or awarded to the following DBE firm:	
Styles Delivered POBUX 9031 (94)502-05	42
Styles Delivered 10 Bux 9031 (74)502-05  Name of DBE Firm Address, City, State and Zip Telephone	
Duil feel Sylvia Creech @7,19,209	
Signature of Owner, President or Printed Name of Signer Date Authorized Agent of DBE Firm	
DECLARATION OF PRIME CONTRACTOR/CONSULTANT	_
HERBY DECALRE AND AFFIRM that I am the DIRECTOR OF BUSINESS DEVELOPMENT	
(Title Declarant) and duly authorized representative of D&A BUILDING SERVICES, INC.	
(Name of Prime Contractor/Consultant)	
to make this declaration and that I have personally reviewed the materials and facts set forth in this <u>Intent to Perform</u> for	
the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner	ar
authorized agent of the DBE business signed this form in the place indicated, and no material facts have been omitted.	
Except as authorized by the iTA Diversity & Equity Manager or his/her designee, the undersigned will enter into a formal	
agreement with the listed DBE business for work indicated by this form prior to the effective start date of the contract. The	!
undersigned will, if requested, provide the JTA Diversity & Equity Manager or his/her designee a copy of that agreement.	
The Prime Contractor/Consultant designated the following person as its DBE Linison Officer:	
RUDY PEREZ 407-831-5388	
Please Print Name Phone	

RUDY PERE Name of Declarant 2019 07 21 Signature Date

Pursuant to State Law, any person (entity) who makes a false of fraudulent statement in connection with the participation of a DBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

# RFP-19-016 Janitorial Services



# JACKSONVILLE TRANSPORTATATION AUTHORITY INTENT TO CONTRACT AS A DBE SUBCONTRACTOR/SUBCONSULTANT PROPOSAL/SOLICITATION NUMBER: RFF-19-016

Pursuant to DBE policy, businesses participating in the ITA's DBE Program must be certified by the Florida Uniform Certification Program (UCP) at the time of submittal of bid. The firm must be listed in the Florida UCP/DBE directory as a certified DBE firm.

The undersigned DBE firm is prepared to perform the following described work and/or supply the mate connection with the above project (where applicable specify "supply or "install" or both):  and at the following price \$ 15 335.42  With respect to the proposed subcontract described work and/or supply the mate connection with the above project (where applicable specify "supply or "install" or both):  and at the following price \$ 15 335.42  With respect to the proposed subcontract described work and/or awarded to the following DBE fine with the dollar value of such subcontract will be sublet and/or awarded to the following DBE fine with the following Person as its DBE Lialson Officer:  RUOY PEREZ  Name of Declarant,  Please Print Name  Pursuant to State Law, any person fentity) who makes a false of fraudulent statement in connection with the DBE in any locally funded project or otherwise violates applicable program requirements may be referred for RUDY PEREZ  Name of Declarant,	
2. Address, City, State and Zip  3. FEIN Number of DBE Rirm  59  3095997  4. The DBE subcontractor/subconsultant listed below is certified by which member agency within the Flor XITA of FOOT of GOAA (Orlando Airport) of Volusia County of Miami/Dade County of Brows of HCAA (Hillaborough County) of City of Tallahassee of Lee County Port of Key West Airport of HCAA (Hillaborough County) of City of Tallahassee of Lee County Port of Key West Airport of HCAA (Hillaborough County) of City of Tallahassee of Lee County Port of Key West Airport of HCAA (Hillaborough County) of City of Tallahassee of Lee County Port of Key West Airport of HCAA (Hillaborough County) of City of Tallahassee of Lee County Port of Key West Airport of HCAA (Hillaborough County) of City of Tallahassee of Lee County Port of Key West Airport of HCAA (Hillaborough County) of City of Tallahassee of Lee County Port of Key West Airport of HCAA (Hillaborough County) of City of Tallahassee of Lee County Port of Key West Airport of HCAA (Hillaborough County) of Tallahassee of Lee County Port of Key West Airport of City of Tallahassee of Lee County Port of Key West Airport of City of Tallahassee of Lee County Port of Key West Airport of Tallahassee of Lee County Port of Key West Airport of City of Tallahassee of Lee County Port of Key West Airport of Tallahassee of Lee County Port of Key West Airport of Tallahassee of Lee County Port of Key West Airport of City of Tallahassee of Lee County Port of Key West Airport of City of Tallahassee of Lee County Port of Key West Airport of City of Tallahassee of Lee County Port of Key West Airport of City of Tallahassee of Lee County Port of Tallahassee of Lee County Port of City of Tallahassee of Lee County Port of City of Tallahassee of Lee County Port of City of	
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DECLARATION OF PRIME CONTRACTOR/CONSULTANT  DAM BUILDING SERVICES, INC.  (Title Declarant)  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  OF TRACTOR OF PRIME CONTRACTOR/CONSULTANT  (Title Declarant)  OF TRACTOR OF TRACTOR	dd- Meeg
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**Soft the dollar value of such subcontract will be sublet and/or awarded to the following DBE firm  **Our His Tune's Tune and a subcontract will be sublet and/or awarded to the following DBE firm  **Authorized Agent of DBE Firm  **DECLARATION OF PRIME CONTRACTOR/CONSULTANT**  **DECLARATION OF PRIME CONTRACTOR/CONSUL	erlal listed in
Name of DBE Firm  Address, City, State and Zip  Lexis Prenes  The Printed Name of Signer  Authorized Agent of DBE Firm  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  DIRECTOR OF BUSINESS DEVEL OPMENT  (Title Declarant)  DBA BUILDING SERVICES, INC.  (Name of Prime Contractor/Consultant)  The best of my knowledge, information and belief, the facts and representations contained in this form are authorized agent of the DBE business signed this form in the place indicated, and no material facts have been succept as authorized by the ITA Diversity & Equity Manager or his/her designee, the undersigned will enter greenent with the listed DBE business for work indicated by this form prior to the effective start date of the nodersigned will, if requested, provide the ITA Diversity & Equity Manager or his/her designee a copy of that the Prime Contractor/Consultant designeted the following person as its DBE Lizison Officer:  RUOY PEREZ  407-831-5388  Please Print Name  Phorie  Printed Name of Signer  Address, City, State and Zip  Printed Name of Signer  Printed Name of Signer  Address, City, State and Zip  Printed Name of Signer  Printed Name of Signer  Address, City, State and Zip  Printed Name of Signer  Address, City, State and Zip  Printed Name of Signer  Printed Name of Signer  (Name of Surface Device of Development  (Name of Prime Contractor/Consultant designeted the following person as its DBE Lizison Officer:  407-831-5388  Please Print Name  Phorie  Printed Name of Signer  Printed Name of Signer  (Name of Prime Contractor/Consultant designeted the following person as its DBE Lizison Officer:  407-831-5388  Please Print Name  Phorie  Printed Name of Signer  (Name of Prime Contractor/Consultant designeted the following person as its DBE Lizison Officer:  407-831-5388	cribed above, m:
Expansive of Owner, President or Authorized Agent of DBE Firm  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  Title Declarant)  DBA BUILDING SERVICES, INC.  (Name of Prime Contractor/Consultant)  Date this declaration and that I have personally reviewed the materials and facts set forth in this intent in the best of my knowledge, information and briller, the facts and representations contained in this form are such orized agent of the DBE business signed this form in the place indicated, and no material facts have been been a suithorized by the ITA Diversity & Equity Manager or his/her designee, the undersigned will enter greement with the listed DBE business for work indicated by this form prior to the effective start date of the indersigned will, if requested, provide the ITA Diversity & Equity Manager or his/her designee a copy of that The Prime Contractor/Consultant designeted the following person as its DBE Lisison Officer:  RUDY PEREZ  Verse Print Name  Phorie  Phorie  Prime of Declarant  Phorie  Phorie  Phorie  Prime of Declarant  Phorie	-631-7279 Telephone
DECLARATION OF PRIME CONTRACTOR/CONSULTANT  (Trice Declarant)  D&A BUILDING SERVICES, INC.  (Name of Prime Contractor/Consultant)  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  (Name of Prime Contractor/Consultant)  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  (Trice Declarant)  D&A BUILDING SERVICES, INC.  (Name of Prime Contractor/Consultant)  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  (Name of Prime Contractor/Consultant)  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  (Trice Declarant)  (Name of Prime Contractor/Consultant)  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  PRIME CONTRACTOR/CONSULTANT  PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  (Name of Prime Contractor/Consultant designed of the prime contractor/Consultant de	11712019
DECLARATION OF PRIME CONTRACTOR/CONSULTANT  DECLARATION OF PRIME CONTRACTOR/CONSULTANT  DIRECTOR OF BUSINESS DEVELOPMENT  (Title Declarant)  D&A BUILDING SERVICES, INC.  (Name of Prime Contractor/Consultant)  make this declaration and that I have personally reviewed the materials and facts set forth in this intent is best of my knowledge, information and belief, the facts and representations contained in this form are to report as authorized by the JTA Diversity & Equity Manager or his/her designee, the undersigned will enter premient with the listed D&E business for work indicated by this form prior to the effective start date of the indersigned will, if requested, provide the JTA Diversity & Equity Manager or his/her designee a copy of that The Prime Contractor/Consultant designeted the following person as its D&E D&E D&E D&E D&E D&E D&E DATE DATE DATE DATE DATE DATE DATE DAT	Date
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DRECTOR OF BUSINESS DEVELOPMENT  (Title Declarant)  D&A BUILDING SERVICES, INC.  (Name of Prime Contractor/Consultant)  make this declaration and that I have personally reviewed the materials and facts set forth in this intent is best of my knowledge, information and brellef, the facts and representations contained in this form are to succept as authorized by the ITA Diversity & Equity Manager or his/her designee, the undersigned will enter prement with the listed D&E business for work indicated by this form prior to the effective start date of the indersigned will, if requested, provide the ITA Diversity & Equity Manager or his/her designee a copy of that The Prime Contractor/Consultant designeted the following person as its D&E Liaison Officer:  RUOY PEREZ  407-831-6388  Please Print Name  Phone  Print Diversity who makes a false of fraudulent statement in connection with the BE in any locally funded project or otherwise vigiates applicable program requirements may be referred for RUDY PEREZ	<b>是和歐麗</b>
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RUCY PEREZ  Please Print Name  Phone  Phone  Planting  Phone  Planting  Phone  Phone  Phone  Planting  Phone  Phone  Phone  Phone  Planting  Phone  Phone  Phone  Parsuant to State Law, any person jentity) who makes a false of fraudulent statement in connection with the  PBE in any locally funded project or otherwise violates applicable program requirements may be referred for  RUDY PEREZ  Parsuant to State Law, any person jentity) who makes a false of fraudulent statement in connection with the	e contract. The
Please Print Name Phone	
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RUDY PEREZ	partidpation of a
arme of Declarant	r prosecution.
07 , 21	2019
lgrature Date	

# RFP-19-016 Janitorial Services Contract

# LITIGATION DISCLOSURE FORM

Provide information, including case name, case number, court in which the case was filed, and a short description of the case regarding any litigation in which your firm, company or any individual who holds equity or is involved in the project is or has been a party to and took a position adverse to the JTA.

CASE NAME	CASE NUMBER	COURT	DESCRIPTION
N/A			
NO LITIGATIO	N		
			-
			-

By:

Por D&A BUILDING SERVICES, INC.

(Company Name)

RUDY PEREZ DIRECTOR OF BUSINESS DEVELOPMENT

Printed Name & Title of Signing Official

# Non Performance Acknowledgement Form

The JTA will also maintain a record of any and all complaints received from private property owners. Vendors will be made aware of the complaints by e-mail affording them the opportunity to correct the problem. Continued complaints or an excessive number of complaints over a period of time or excessive frequency will be reason for cancellation of service contract. The decision of the JTA as to what constitutes excessive complaints or excessive frequency will be final. The JTA reserves the right to cancel this award without prior notification of this action. Effective date of cancellation may be immediate if in the opinion of the JTA that the situation so warrants. Decision of the JTA concerning the cancellation date will be final.

In the event of immediate award cancellation, the notifications of such cancellation may be verbal by way of a telephone call. At which time all work under this contract shall cease. Any verbal cancellations will be confirmed by way of a written letter of cancellation.

The Owner shall recover any costs associated with non-performance issues identified during regular and random inspections. Groups I, III, IV and V, within (24 hrs.) next business day of written or e-mail notice from the Owner; the Contractor must correct and report in writing the identified issue. Group II must be corrected before 10:00 AM and 3 PM. If the Contractor fails to respond or if the owner re-inspects after 24 hour notice has be given and has not been corrected, it will result in a reduction from the next monthly invoice the amount of the unit cost for the performance issues identified. The cost shall be treated separately from all assessments.

# PAYMENT FOR NON PERFORMANCE ACKNOWLEDGEMENT:

VENDORS AUTHORIZED SIGNATURE DATE

Created 11.20.15 cec

# Non-Collusion Proposal Certification

By submission of this proposal, each Proposal and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- I. The prices in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, with any other Proposer or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices.
- II. Unless otherwise required by law, the prices which have been noted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor and,
- III. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

PAR	07/21/2019	
Signature of Proposer's Authorized Representative	Date	
RUDY PEREZ		
Typed/Printed Name		
DIRECTOR OF BUSINESS DEVELOPMENT		

Title

# Proposed Contract Modification(s) Form

Date: 07/21/2019		
Signature of Proposer's Authorized Official:  Printed Name of Proposer:  D&A BUILDING SERVICES, INC  Title:  Description of Business Development		
lowing modifications be consider for application proposed modifications are subjected to ppy of the draft contract with the proposed		
Proposed Modifications		
~ \		

Please confirm either Section I or Section II only

Cophestes of this page may be made

FOR NAME OF PRIME CONTRACTR OR/CONTRACTOR: 1

The Contractor shall provide information on ALL prospective subcontractor(s)/supplier(s) who were contacted or submitted bids/quotations in support of this solicitation. Attach additional conies of the form as necessary.

NAME OF SUBCONTRACTOR/SUPPLIER(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED DBE FURM? (Check all that apply)	PERVIOUS YEAR'S ANNUAL GROSS RECEIPTS	UTILIZING ON THIS CONTRACT (Please circle auswer
NAME: ADDRESS: Styles Delivered	SCOPE OF WORK:  anitorial service	YES:	Less than \$500K	YES or NO
			\$500K-\$2 mil	-
PHONE: 904-502-0542		NO:	\$2 mil - \$5 mil	-
FAX:	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	1	more than \$5 mil.	
CONTACT PERSON: Sylvia Creech	AGE OF FIRM:			
NAME: ADDRESS: Auntie June's	SCOPE OF WORK:  anitorial service	YES:	Less than \$500K	YES of NO
PRONE: 904-701-3249			\$500K-52 mil	
FAX: 904-353-3735		NO:	\$2 mi( - \$5 mi)	
	120 20 MUST		more than \$5 mil.	
CONTACT PERSON: Alexis barnes	age of firm:			
NAME: ADDRESS:	SCOPE OF WORK:	YES:	Less than \$500K	YES of NO
Frazier Janitorial Services	Janitorial Service	×		1230110
			\$\$00K-\$2 mil	-
PHONE: 904-303-6411		NO:	\$2 mil - \$5 mil	1
FAX: n/a			more than \$5 mil.	1
CONTACT PERSON: bemard Frazier	AGE OF FIRM:			
NAME: ADDRESS: SCOPE OF WORK:	SCOPE OF WORK:	YES;	Less than \$500K	YES or NO
		Į.	\$500K-\$2 mil	
PHONE	i	NO:	\$2 mil - \$5 mil	
FAX:		1	more than \$5 mil.	
CONTACT PERSON:	AGE OF FIRM:			
CONTACT PERSON:	AGE OF FIRM:		more than 55 mil.	

	_		\$500K-\$2 mil
		NO:	\$2 mil - \$5 mil more than \$5 mil.
ERSON:	AGE OF FIRM:	Y PEREZ DIRECTOR O	OF BUSINESS DEVELOPME
Signature:	rson completing this form: RUD		7/21/2019
	- ) -		

# **Proposer's Standard Assurances**

# Name of Proposer:

At this time, we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in the proposal package.

The above-named proposer affirms and declares:

- 1. That the Proposer is of lawful age and that no other person, firm, or corporation has any interest in this Proposal.
- That this Proposal is made without any understanding, agreement, or connection with any
  other person, firm, or corporation making a Proposal for the same project, and is in all respects
  fair and without collusion or fraud.
- 3. That the Proposer has carefully examined the site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
- 4. That the Proposer is in full compliance with all federal, state, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

In witness thereof, this Proposal is hereby signed by the duly authorized representative of the Proposer and sealed as of the date indicated.

Type Name and Title	Date
RUDY PEREZ DIRECTOR OF BUSINESS DEVELOPMENT	07/21/2019
PROPOSER	ATTEST:  Witness Signature



Complete name of Government agency, commercial firm, or other or JONES LANG LASALLE-COLONIAL TOWNPARK	ganization
2. Complete address	
100 Colonial Center Pkwy Suite 120	
Lake Mary, Florida 32746	
Contract number or other reference     N/A	4. Date of contract JULY 2018
5. Date work was begun JULY 2018	6. Date work was completed CURRENT
7. Estimated contract price 500,000 PER YEAR	Final amount involced or amount involced to date     500,000
Technical point of contact (name, title, address, lelephone no. and email address)	10. Location of work (country, state or province, equity, city)
Dahila Santos	LAKE MARY FLORIDA
General Manager	
1 321-363-3981 Ext 102 dahlfa.santos@am.jll.com	
11. Description of contract work (Describe the nature and scope of the distribution to the work required by JTA). Attach an explanation of any performance, if necessary.) D & A Building Services, Inc. ("D & A") provides managem multiple story Class A commercial office corporate environ well as evening janitorial, floor periodic services.	mance problems or other conflicts with the customer. Use a continuation ent, administration and complete janitorial services 4
12. Current status of contract:	
Current	
13. Signature of Sidder Date	14. Print Name of Bidder
09/21/2019	D&A BUILDING SERVICES RUDY PEREZ



1. Complete name of Government agency, commercial firm, or other organization			
UNIVERSITY OF CENTRAL FLORIDA			
2. Complete address			
4000 Central Floride Blvd. Orlando, FL 32826			
Contract number or other reference     UCF ATHLETICS	4. Date of contract JULY 2002		
5. Date work was begun JULY 2002	Date work was completed     CURRENT		
7. Estimated contract price 1,395,000	Final amount involced or amount involced to date 20,000		
Technical point of contact (name, title, address, telephone no. and email address)	10. Location of work (country, state or province, county, city)		
Jeremy Baisden Assistant Athletic Director, Event Mana	ger ORLANDO, FLORIDA		
UC is about 350,000F Facilities & Event Operations			
Phone: (386)-365-1220			
jbaisden@athletics.ucf.edu			
It is possible to the work required by JTA). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)  JANITORIAL SERVICES FOR MULTIPLE LOCATIONS WITH WEEKEND SERVICE FOR THE SEASONAL NEEDS. D & A Building Services, Inc. ("D & A") performs full service janitorial cleaning services and complete floor care for all 6 sports areas for U.C.F. athletics. Additionally, D & A has implemented a Day Cleaning Program to use at these complexes, complete Interior and exterior window washing services and pressure washing of facilities as required. D & A has provided twenty-four hour emergency response services to this client for their unforeseen issues. D & A also provides post-game cleanup services for all six UCF athletics locations.  This contract relates to the JTA contract in that the university serves a constituency of more than 80,000 people per day and that the contract is a direct representation of how responsive D&A is, as this contract requires much flexibility of scheduling, particularly when it comes to the stadium and event service, prior during and after.			
12. Current status of contract.			
currently in service			
13. Signature of Bridder \ Date	14. Print Name of Bidder		
1 2010			
0/21/2019	RUDY PEREZ		



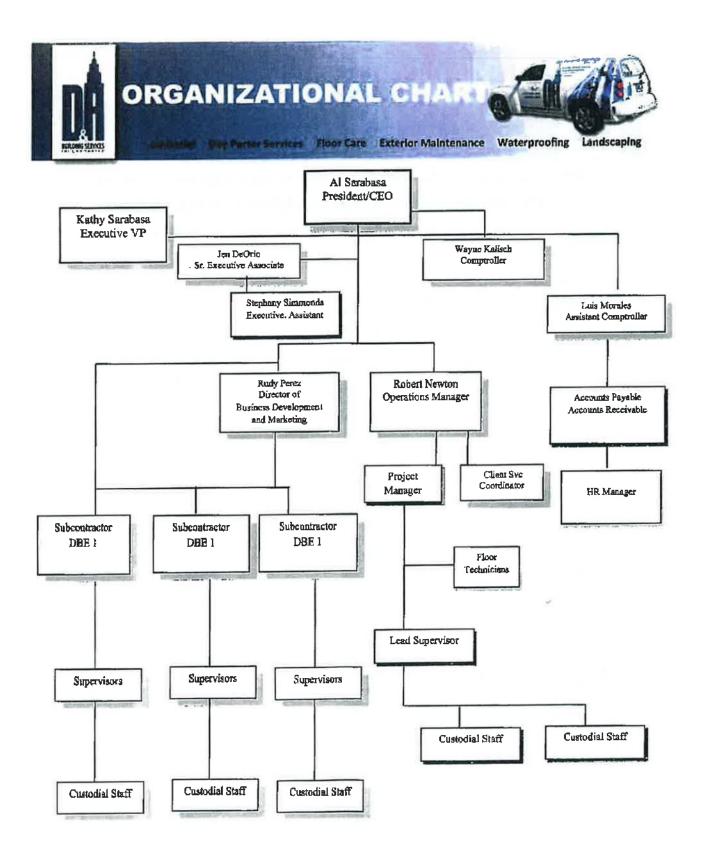
1. Complete name of Government agency, commercial firm, or other or	nanization
JACKSONVILLE & MAYPORT NAVAL AIR STATIONS	
2. Complete address	
536 Childs Street Jacksonville Nas, FL 32212	
	1
3. Contract number or other reference N69272-03-D-1010	4. Date of contract JULY 2001
5. Date work was begun october 2004	6. Date work was completed september 2012
7. Estimated contract price 1,200,000 PER YEAR	Final amount invoiced or amount invoiced to date     110,000
Technical point of contact (name, title, address, telephone no. and email address)	10. Location of work (country, state or province, county, city)
Tim Merchant	JACKSONVILLE, FLORIDA
Vice President	
KIRA (904) 613-6898 tsmerchant@comcast.net	
11. Description of contract work (Describe the nature and scope of the exprising to the work required by (TA) Attach on explanation of any applications of any applica	xperience and provide an explanation of how the work is the same or mance problems or other conflicts with the customer. Use a continuation
sheet, if necessary.)	manus problems of other conflicts with the customer. Use a continuation
D.R. A. Suilding Continue Inc. (*D.R. Att amodes managers	
D & A Building Services, Inc. ("D & A") provides managem the RBOS contract effort for the US Military at the Naval Ai	ent, administration and complete janitorial services for
these two facilities total more than 1.5 million SF and we p	mylde legitorial sessions for those facilities 247 for 255
days a year. D & A self-performs complete junitorial service	88. COUNTS keeping and interior/exterior window
cleaning at the bases which consists of over 200 buildings.	D & A has maintained an outstanding relationship with
KIRA the prime contractor, the tenants, the visitors of the A	ir Stations and the City of Jacksonville.
This contract is 10 times the size of the JTA contract and is	an example of the competencies and capability the
company	
projects and the ability to service this many locations under	r one well managed team. The service here was 3 shifts.
12. Current status of contract:	
LOST TO THE BID PROCESS AS A SET ASIDE 8A PR	ROGRAM
	1
13. Signature of Bidder Date	14. Print Name of Bidder
1014	PUDV DEDEZ
67/21/2019	RUDY PEREZ



Complete name of Government agency, commercial firm, or other on SOUTHPARK OFFICE COMPLEX	ganization
2. Complete address 8427 Southpark Cir # 140 Orlando, FL 32819	***
Contract number or other reference     14 BUILDINGS	4. Date of contract JULY 2001
5. Date work was begun JULY 2001	Date work was completed     2014
7. Estimated contract price 1,100,000 PER YEAR	B. Final amount invoiced or amount invoiced to date     100,000
9. Technical point of contact (name, title, address, telephone no. and email address)  JMs. Diane Sitzer,  Lincoln Property Management  Senior Property Manager  Phone: (407) 226.6218 dsitzer@lpc.com  11. Description of contract work (Describe the nature and scope of the contra	Location of work (country, state or province, county, city)     ORLANDO, FLORIDA
Florida office complex. D & A serviced these facilities for number of buildings serviced, the high level of quality and the schedule. In add	ing, pressure washing and window services for this Central more than a decade. D&A relates this contract in the
12. Current status of contract: Lower Bidder	
13. Signature of Bidder  Date  Date	14. Print Name of Bidder  D&A BUILDING SERVICES RUDY PEREZ



Complete name of Government agency, commercial firm, or other or	madantian
CITY OF ORMOND BEACH	ganization
2. Complete address	
399 NORTH US 1	
ORMOND BEACH, FL 32174	
Contract number or other reference     JANITORIAL SERVICES	4. Date of contract JANUARY 2012
5. Date work was begun JANUARY 2012	6. Date work was completed FEBRUARY 2015
7. Estimated contract price 750,000	Final amount invoiced or amount invoiced to date     750,000
9. Technical point of contact (name, title, address, telephone no. and	10. Location of work (country, state or province, county, city)
email address) STEFAN SIBLEY DIRECTOR OF FACILITIES	CITY OF ORMOND BEACH FLORIDA
399 NORTH US 1	
ORMOND BEACH, FL 32174	
386-676-3278 Stefan.sibley@ormondbeach.org	
The city of Ormond Beach contract comprises some 28 bis being provided. Morning, afternoon and evening shifts facilities receive additional services such as pressure was The public buildings of Ormond Beach range from City His Tower, neighborhood and community centers, to citywide gymnasiums and athletic centers. In addition several Cult serviced on a daily basis.	are staggered as required by the contract, and some shing, window cleaning and floor care.  all and Police Department, Public works, Airport public parks and recreation facilities, including
12. Current status of contract:	
LOST BID TO lower bidder	
13. Signature of Bidder Date	14. Print Name of Bidder
	D&A BUILDING SERVICES
07/21/2019	
1 1/21/2017	RITTY DEDEZ





# COMPLETED PROJ



Materioles Floor Care Exterior Maintenance Waterproofing Landscaping

# D&A has experience with large and multiple location contracts, commercial, governmental and laboratory installations

The following clients are some examples of completed projects of the comparable and similar work projects, equal to or larger than the requirements of JTA scope of work

COMMERCIAL		
Team Member Involved-Robert Newton	STARTING/END DATE	BUDGET
JLL-COLONIAL TOWNPARK	2018-PRESENT	\$ 423,000
EMERSON	2019-PRESENT	\$ 398,000
BANK OF AMERICA - DOWNTOWN	200B-2010	\$ 289,000
CITADEL III	2007-PRESENT	\$ 160,000
INTERNATIONAL SPEEDWAY CORP.	2012-PRESENT	\$ 126,000
KISSIMMEE UTILITIES AUTHORITY	2012-2014	\$ 84,000
ORLANDO/ORANGE CONV CTR SUITE	2010-2013	\$ 345,000
WESTWOOD	2009-2015	\$ 132,000
LILLIBRIDGE	2006-2014	\$ 145,000
MAITLAND GREEN [ & []	2008-2018	\$ 245,000
MAITLAND PROMENADE [ & II	2011-2019	\$ 312,000
		<b>♥</b> 312,000
MUNICIPAL AND STATE		
CITRUS CONNECTION-BUS	2012-2014	\$ 199,617
CITY OF EDGEWATER	2010-2013	\$ 34,000
ORANGE COUNTY GOVERNMENT	2014-2018	\$ 521,000
ORANGE COUNTY PUBLIC LIBRARY SYSTEM	2010-2015	\$ 165,000
ORLANDO CITY HALL	2007-2009	\$ 212,000
ORLANDO UTILITIES COMMISSION	2009-2012	\$ 185,000
CENTRAL FLORIDA ZOO	2009-PRESENT	\$ 89,000
		47,000
FEDERAL GOVERNMENT		
KENNEDY SPACE CENTER	2000-2004	\$ 178,000
TEXAS DEPT. OF TRANSPORTATION	2010-PRESENT	\$145,000
AIR FORCE—WHITEMAN AFB, MO.	2009-2012	\$750,000
U.S. DEPT, OF THE NAVY—	2009-2013	\$1,800,000
NAVAL AIR STATION CECIL FILED, JACKSONVILLI	E 2009-2013	INC
NAVAL AIR STATION, JACKSONVILLE	2009-2013	INC
NAVAL AIR WARFARE CENTER, ORLANDO	2009-2013	INC
NAVAL STATION, MAYPORT	2009-2013	INC
SOUTH FLORIDA NAVAL TESTING FACILITY, DANI	A2009-2013	INC
INSTITUTIONAL		
UNIVERSITY OF C.FL, ATHLETICS DEPT.	2009-PRESENT	\$ 230,000
GARLAND INDEPENDENT SCHOOL DISTRICT TX	2012-PRESENT	\$ 145,000
ORANGE COUNTY PUBLIC SCHOOLS	2012-2015	\$ 189,000
PROGRESS ENERGY-32 LOCATIONS	2011-2014	\$ 234,000
COLLIN COUNTY COLLEGE	2016-PRESENT	\$ 750,000
TODALL TO GITT I COMMENCE	AUTO-I MEDIENTI	3 /30,000



# OPERATIONAL PLAN



# METHODOLOGY

D&A will perform cleaning after 5:30 pm or as required in all JTA buildings. Cleaning window will be approximately 4 to 5 hours between 6pm and 11 pm, or as mandated by owner, except where day cleaning is required

# Day Porter

Service will be provided as requested by JTA. A minimum number of hours as required will de discussed during the start up meeting.

during the day by a specific day porter.



### Janitorial Services

The JRTC Building will be staffed by a dedicated working lead supervisor and 4 cleaners (see Staffing for hours) The production rate rate will be kept at around 4187 sq. ft. per hour. The Lead Supervisor will report to the Project Manager and will be responsible for ensuring that the daily tasks are being completed effectively.

Buildings 1 through 9 at Myrtle Avenue will be manned by 3 staff members and 1 lead supervisor. The staff will complete assigned tasks and work orders at each one of the buildings and a schedule will be prepared for the distribution of service at these buildings.

Skyway, Rosa Parks Station, Kings Avenue Station, Technology and information, Armsdale Park, and avenues walk park will be serviced by a crew of 2 cleaners that will be assigned a company vehicle. The route will start at Armsdale Park and Ride and proceed to Skyway, then to Prudential drive and soon after to Kings Ave. finally to Rosa Park and finalizing in Avenues Wall Park and Ride. The crew will be completing a schedule of about 5.5 hours to service these locations in tandem.

# Floor Care

Vacuuming will be provided at the rate of 7500 sq. ft. per hour. Mopping any hard floors will be provided at the rate of 5000 sq. ft. per hour and will be provided every day. Quarterly Bathroom Floor scrubbing will be scheduled to maintain bathroom odor to a minimum.

## Management and Supervision.

The Project Manager will visit the properties nightly and perform regular inspections, to ensure quality standards are complied with. Operations Manager will oversee the entire portfolio and will himself conduct routine inspections.

Two additional staff members at the office will manage the day to day porter continuity and will provide coverage for call outs as needed through the use of floaters. Director of Business Development will manage the contract and any additional pricing, and will assist with any communications or as needed.



# OPERATIONAL PLAN



# STAFF LEVELS

Staffing levels suggested are allocated to perform the day and evening functions as per Scope of Work. The following table denote the hours allocated for each, day, for each of the General cleaners and Lead Supervisor. Day porter positions associated with the project will be decided at the time of contract award.

PROPERTY		JANITORIAL SERVICE PERSONNEL				NNEL	DAY PORTER	LEAD	
Description	SQ FT	Rate/	Days of Service	# of Staff	Hours each	Total Hours/ day		# of Staff	Hours/
JRTC	67,000	4187	7	3	4	12	TO BE DECIDED	1	4
BUILDING 1-MYRTLE AVENUE	5,000	4000	7	1	1,25	1.25	TO BE DECIDED	1	0.5
BUILDING 2-MYRTLE AVENUE	9,300	4133	7	1	2.25	2.25	TO BE DECIDED	1	0.5
BUILDING 3-MYRTLE AVENUE	12,000	4000	7	1	3	3	TO BE DECIDED	1	0.5
BUILDING 4-MYRTLE AVENUE	2,000	2667	7	1	0.75	0.75	TO BE DECIDED	1	0.5
BUILDING S-MYRTLE AVENUE	950	1900	5	1	0.5	0.5	TO BE DECIDED	1	0.5
BUILDING 6-MYRTLE AVENUE	4,000	4000	7	1	1	1	TO BE DECIDED	1	0.5
BUILDING 8-MYRTLE AVENUE	400	800	5	1	0.5	0.5	TO BE DECIDED	1	0.5
BUILDING 9-MYRTLE AVENUE	1,493	1493	5	1	1	1	TO BE DECIDED	1	0.5
SKYWAY	10,468	4025	5	1	2.6	2.6	TO BE DECIDED	0	0
ROSA PARKS STATION	230	230	7	1	1	1	TO BE DECIDED	0	0
KINGS AVENUE STATION	300	300	5	1	1	1	TO BE DECIDED	D	0
TECHNOLOGY AND INFORMAT	5,500	3986	5	1	1.38	1.38	TO BE DECIDED	0	0
ARMSDALE PARK AND RIDE	19,000	4000	7	1	4.75	4.75	TO BE DECIDED	0	0
AVENUES WALK PARK N RIDE	2,374	2374	7	1	1	1	TO BE DECIDED		
TOTAL	140,015			g		33.98		2	8

# SUBCONTRACTORS

Generally D&A self-performs and manages all its personnel and utilizes proven methods to allocate the tasks to our employees However this contract requires the use of a set aside 30% subcontracting model and D&A will include the selected subcontractor and incorporate the policies and methods through careful management. Subcontractors will be



# OPERATIONAL PLAN



# Scheduling and Workload Management

Scheduling will be implemented by operations manager after award of contract, to provide janitorial services between the hours of 5:00 PM and 12:00 PM, and in accordance with specifications. Daily, weekly, monthly, semi-annually, quarterly and annual service will be implemented and the appropriate level of manpower hours will be assigned

Floor Care will be performed through the use of dust mops, vacuuming and the use of a single disc floor machine, including the scrubbing pads and any attachments necessary to meet the contract requirements.

A full schedule of the projected crews will be submitted with 30 days of contract award, and after effective communication has taken place between D&A operations manager and the building supervisor or other designated liaison.

Our process of developing a schedule consists of identification of all buildings and facilities and identification of all cleaning tasks applicable to the building, including any special requirements. We considered the frequencies of performance and the average time it takes a qualified tradesman to accomplish the required task. We factored in the preparation and clean up time where applicable. We established each building's hours of availability for performance of routine custodial tasks, as well as time frames available for performance of extraordinary cleaning tasks, such as stripping/scrubbing and re-waxing, spray buffing and carpet cleaning.

Taking all of this information we will develop a complete master schedule that covers all of the custodial task requirements for all buildings, including interior and exterior maintenance requirements.

# Manpower required for Floor Care

Manpower required for striping and refinishing one thousand square feet Hard-surface flooring will be allocated at the rate of 1000 sq. ft. per hour depending on the conditions of the flooring at the time.

# SAMPLE SCHEDULE

Position	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
	5.00 pm						
Lead Cleaner	6.00 pm	6.00 pm	6.00 pm	6.00 pm	8.00 pm		
5.00 hrs.	1.00 hrs.	1.00 hrs.	1.00 hrs.	1.00 hrs.	1.00 hrs.		
	5.00 pm						
General Cleaner	9.00 pm						
20.00 hrs.	4.00 hrs.	4.00 hrs.	4.00 hrs.	4.00 hrs.	4.00 hrs.		
	5.00 pm	5.00 pm	5.00 pm	5.00 pm	5,00 pm		
General Cleaner	9.00 pm						
20.00 hrs.	4,00 hrs.	4.00 hrs.	4.00 hrs.	4.00 hrs.	4.00 hrs.		
	5.00 pm	5.00 pm	5.00 pm	5,00 pm	5.00 pm		
General Cleaner	9.00 pm		1				
20.00 hrs.	4.00 hrs.	4.00 hrs.	4.00 hrs.	4.00 hrs.	4.00 hrs.		
	8.00 pm						
Day Porter	4:30 pm						
40.00 hrs.	8,00 hrs.	8.00 hrs.	8.00 hrs.	8.00 hrs.	8.00 hrs.		
05.00 Hrs							

# MANAGEMENT AND OPERATIONAL PLAN FOR JTA

### INTRODUCTION

D&A Building Services, Inc. will provide all management, labor, and communications devices necessary for performance of the custodial services required by CLJENT.

The services provided will include the tasks described herein, but do not limited D&A building Services from exercising the utmost professionalism and providing additional services as needed by the project.

### COMMITMENT

Management Plan includes our understanding of the requirements, including phase-in, orientation, training, background checks and badging of our employees, as well as scheduling and management of crew workloads. Our corporate organizational structure and its relationship to our on-site project management organization is discussed and graphically depicted. The authorities and responsibilities of our corporate offices and our on-site Project Supervisor are set forth.

D&A Building Services is committed to the implementation of a streamline process whereby all current services undergo improvement, through efficient scheduling and engoing supervision, quality control and process review. All cleaning staff members will be instructed regarding JTA requirements and required to provide First class level services on each scheduled service date. The supervisor and lead junitorial staff member will review existing conditions and prepare an action plan designed to enhance the cleanliness and the overall facility presentation.

# MANAGEMENT ORGANIZATION

Our Operations Manager will be the primary point of contact at D&A Building Services' corporate headquarters. The onsite organization will be established at the beginning of the phase-in period and will be fully operational by the contract start date. The project will be an autonomous organization that will have no other responsibilities than management, administration and accomplishment of contract tasks and subtasks.

Our on-site Project Supervisor will be given full responsibility for the accomplishment of all contract requirements and provided company resources needed to carry out his responsibilities. He will be delegated authority from the Operations Manager to commit company resources within an established budget without the need for approval from any higher authority and he will have complete authority over all matters pertaining to the contract, including the authority to react to directives from the Administrator, to respond to contingency requirements and the authority to negotiate changes to the contract. He, in turn, will assign responsibilities and authority to his subordinate staff members.

# MANAGEMENT POLICY AND OPERATIONAL CONCEPT

D&A Building Services' management philosophy is based on the concept that the successful operation of a facility requires a team approach with people and organizations working together for a common purpose. Our most important function is to be an integral part of that team with close communication and interface with our clients. We are committed to high-quality, responsive service to our clients and consider ourselves a partner in outstanding performance. We will use our experience and management capabilities to provide the same high level of service to CLIENT as in our current and past contracts. We are, indeed, committed to performance excellence in all areas of the contract

Our success over the years has been significantly based on our reputation for responsive service and solid support for our clients. Our Company is dedicated to providing professional custodial services at the highest standards of performance. One of the key factors in the success of custodial services is the ability to hire the right people for the right job and then give them the autonomy, authority, motivation and training to perform at a high level of satisfaction. We will discuss the procedures and policies our management team will follow during the accomplishment of the work required to ensure project success.

Our company's operational concept reflects a sound balance between our Project Supervisor's wide latitude to take swift, decisive action and his ability to commit company resources to casure the company is fully responsive to all client needs on a day-to-day basis, and the oversight and firm support from corporate headquarters to ensure the quality, value and performance excellence is provided to our clients. Our corporate support to the project is also outlined in this section.

D&A Building Services' Project Supervisor has full responsibility, accountability and authority for the successful accomplishment of full performance of this contract. He will have the ability to make on-the-spot decisions and the flexibility to respond to changing requirements. Primary duties and authority of our Project Supervisor are:

Supervises project personnel to ensure all tasks are accomplished in accordance with the contract in regard to quality,





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quantity, timeliness, cost and customer satisfaction;

- Develops and implements an effective Quality Control Program and performs quality control inspections in accordance with the established plan;
- Monitors project personnel dress, demeanor and interface with CLIENT personnel;
- Responds to and meets the needs of the Administrator with full authority and in a quick, decisive manner;
- Develops processes, procedures and criteria to meet contract regulations, instructions and requirements;
- Assesses present and future resource needs, problems and trends relative to the project and initiates action to meet those needs:
- In concert with staff, formulates plans, policies and procedures for accomplishing administrative, quality control and support functions, activity reporting, fiscal control and budget-
- Plans and schedules all work for the project;
- Ensures all employees have the necessary training, certifications and/or licenses prior to starting work on the contract;
- Monitors subcontractor performance, quality and responsive-
- Attends performance evaluation meetings and coordination meetings, as requested;
- Establishes adequate security and key control to ensure the protection and safety of apaces, supplies and equipment;
- Monitors compliance of project personnel in the administration of Federal, State and Agency laws and regulations, along with corporate policies and procedures in regard to personnel policies, safety, sexual harassment and equal opportunity;
- Reviews performance and cost data regularly to ensure cost effectiveness in each of the functional areas;
- Ensures CLIENT property is protected and accounted for in accordance with the contract;
- Authority and responsibility for hiring, disciplinary action

and termination of employees resides at the D&A Building Services corporate office.

### **GENERAL OPERATIONS**

D&A Building Services has extensive experience in conducting successful contract transition operations. Our staff understands that the sole purpose of the phase-in period is to assure that our company assumes full contract operations on the date specified without any disruption of services to the facility. We consider a phase-in a success if the customer first recognizes a change in operations by an improvement in services.

Our phase-in plan has been tested in many start-ups and has proven effective in assuring we have the full capability to conduct all contract services by the date scheduled for change over. Frequently circumstances have dictated that we complete phasein operations in less time than originally planned. Because the plan is flexible, we have been able to successfully truncate our planned time schedules and meet the accelerated start date with no loss of efficiency.

No less important to JTA and the participating contractors is the phase-out of a contract services operation. We will ensure maximum cooperation with a follow-on contractor and CLIENT for a smooth, efficient transition. CLIENT facilities and equipment will be inventoried and turned over to the new contractor in accordance with an agreed to plan developed by the successor contractor. Our plan for phase-in/phase-out operations is provided in the paragraphs which follow.

# **PHASE IN**

D&A Building Services' approach to the phase-in of this facility will assure JTA that a smooth transition will occur. We have established a Transition Team which consists of senior manage ment personnel from our corporate staff and proposed project personnel. Our Transition Team and on-site supervisory personnel will accomplish the following before commencement of the con-

- Interact with CLIENT personnel and plan for a smooth start-
- Become thoroughly familiar with the work requirements and work environment;
- Hire the essential workforce to respond to the work requirements on the first day of the contract;
- Commence development of the various plans and procedures;
- Commence joint inventories and inspections;
- Assemble documentation such as certifications, licenses, and





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permits to present to JTA at the commencement of the contract; and

Conduct orientation and training of essential personnel.

We consider the phase-in period to be critical to our success when the contract operations begin. We have begun our preliminary planning in anticipation of contract award. It is our intention to implement a smooth phase-in and start-up of the contract. Initial emphasis will be on establishing a solid base of operations with competent, well-trained personnel available to begin full operations on the contract start date.

Our experience in start-up operations has taught us to integrate the strength of our corporate office staff with the unique talents of the management teams assigned to each project. Successful projects begin with quality start-ups. To supplement the on-site project team, we will form a Transition Team from our corporate management personnel. This team will function as a group of highly qualified specialists, who will support the project management on the phase-in efforts at CLIENT facilities. The team will be responsible for the overall implementation of the Plan of Operations, as well as for the successful and smooth performance from day one of the contract.

The Orientation Period Phase-In Chart, reflects our transition and start-up milestones, based on a 30 day transition period. This is for planning purposes only, and can be adjusted to shorten or lengthen the phase in time frame as JTA requires.

### STAGE 1- CONTRACT AWARD- FIRST WEEK

Contract is awarded to D&A Building Services

# STAGE 2-INITIAL TRANSITION SETUP-SECOND WEEK

- Hiring Process begins to include drug testing and background checks
- Facility cleaning supervisor is introduced to CLIENT team

# STAGE 3- TRANSITION BEGINS-THIRD WEEK

Facility is toured to identify specific needs/concerns

### STAGE 4- TRANSITION CONTINUES-FOURTH WEEK

Key Control and Client Communication Book provided to Management

# STAGE 5- TRANSITION IS COMPLETE - FIFTH WEEK

Commencement of the contract

Our management staff understands the difficulties of a start up of a new contract and how to resolve them. We are committed to utilizing whatever resources required from the corporate office to implement a smooth phase-in. Our approach is not to just place the Project Supervisor at JTA facilities and provide minimum recruitment assistance, as we believe a smooth phase-in is extremely important to the early success of the project.

### RECRUITMENT

The Transition Team will initiate the Phase-in Recruitment Plan with a sequence of recruiting activities designed to attract and employ qualified personnel for each position. The overall recruiting schedule will be guided to effect orderly phase-in activities and will encompass the planning and documentation of staffing requirements which include functional needs, academic levels, certifications, licenses, experience desired, and other pertinent information to the selection process.

### **LOCAL HIRE RESOURCES**

Our staffing policy calls for filling approximately 90 percent of the positions locally. The sources for applicants used most successful in obtaining hourly workers are direct applications to the company office, public employment services, recommendations by employees and local newspaper advertisements. Additional sources of recruitment will include referrals from local trade schools. Our management is confident that we can identify and select an extremely well qualified candidate for each of the positions within the first thirty (30) days of phase-in.

### CORPORATE RESOURCES

D&A Building Services' personnel resources will be tapped as needed to complete recruitment goals. If for any reason the goals of the local hire program cannot be met, the Transition Team will begin inquiries concerning qualified personnel within D&A Building Services who may desire to transfer to JTA area.

### **SELECTION AND HIRING**

Our policy insists upon complete compliance with Federal guidelines on the hiring of minority, female, handicapped, and Vietnam Veteran applicants. Every effort will be made in the selection process and hiring to achieve our Affirmative Action goals. In the selection and hiring of personnel, each applicant will be evaluated by the following methods:

Review of employment application.

Review of employee's training certifications to ensure they meet our requirements.

Reference checks with previous employers to determine stability and past work experience.

Analysis of applicant's experience, personality, and behavioral patterns through an interview with the Project Supervisor and



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other supervisory personnel.

### ORIENTATION

All personnel hired to fill positions on JTA project will be given a thorough orientation about our company, and JTA facilities. The immediate objective of this orientation will be as follows:

- Emphasize the corporate commitment and insistence upon strict compliance with all safety and security requirements.
- Convey essential information in a systematic way to all personnel assigned.
- Establish a vital communications link between the employee and management,
- Reduce apprehension which an employee may feel in a new assignment or when commencement of a career with a new employer.

In addition to formal orientation, employees for the project will receive administrative indoctrination. Subsequent indoctrination sessions will normally be scheduled by the key management personnel as needed, to acquaint the new employees with standard work practices and safety/security requirements. A general indoctrination program for all employees will be conducted to cover the following areas:

- Customer requirements;
- Sign-in and sign-out log;
- Industrial safety requirements and standards;
- Familiarization with contractor printed technical and procedural manuals;
- Records, reports, and files;
- Property accountability;
- Work sanitation and cleanliness;
- Conduct of employees;
- Attire (work clothing and cleanliness);
- Employee identification and badging,
- Employee personal hygiene;
- Adherence to work schedules;
- Accident prevention;
- Energy conservation;
- Schedule for work hours

# TRAINNING PROGRAM

D&A Building Services conducts training of all of its employees on an on-going basis. This training is available to all employees. Team Supervisors, Building Managers and other

project management personnel are required to complete established minimum continuing education requirements throughout each year.

D&A Building Services will ensure that all employees are trained prior to contract start, as a minimum, on the following

- How disease is caused, transmitted, prevented and contained
- Proper selection, measurement and use of disinfectantdetergents and cleaning supplies
- Procedures for replenishing supplies
- Proper care and preventive maintenance of PPE

# BADGING OF EMPLOYEES

During the phase-in, and as employees are hired, they will be issued contractor badges. Badges will be worn by all employees or subcontractor personnel on the job site at all times. Badges will be displayed to signify that the employee is authorized on the facility. Employees will be required to turn their badges in should they terminate their employment or when the contract expires. Additionally, all personnel will be required to wear the designated uniforms provided to them by D&A Building Services.

### PHASE-OUT PLAN

D&A Building Services fully understands its contractual obligations to provide the full range of services described in the Scope of Services throughout the term of the contract. Should we not be the successful offeror for continued operations, we will continue business as usual until relieved by a successor contractor or by CLIENT personnel. We will provide orientation instruction of all facilities, equipment and systems to the future contractor, administration and operation personnel; accomplish an inventory and turn over to JTA all records, drawings, specifications, reports, data, transferring of warranties, library, maintenance manuals and maintenance instruction materials of Contractor-assigned properly, tools, equipment and spare parts.

During this period we will also remove all of our contractorowned materials and equipment, provide an opportunity for incoming personnel to observe operations, and to take those actions necessary to assume full operations the day following our contract completion. We will provide assistance to these personnel on a non-interference basis, so that the transition will not cause a disruption to the on-going services at CLIENT facility. We will also provide the incoming contractor with an in-depth orientation of the building equipment and controls, as well as the maintenance records being maintained.

# SCHEDULING AND WORKLOAD MAANAGEMENT

This section of our proposal demonstrates our ability to develop





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a schedule of recurring work.

Our process of developing a schedule consists of identification of all buildings and facilities and identification of all cleaning tasks applicable to the building, including any special requirements. We considered the frequencies of performance and the average time it takes a qualified tradesman to accomplish the required task. We factored in the preparation and clean up time where applicable.

We established each building's hours of availability for performance of routine custodial tasks, as well as time frames available for performance of extraordinary cleaning tasks, such as stripping/scrubbing and rewaxing, spray buffing and carpet cleaning. Taking all of this information we will develop a complete master schedule that covers all of the custodial task requirements for all buildings, including interior and exterior maintenance requirements.

# **KEY CONTROL PLAN**

Procedures outlined below will be used by our company to ensure that keys and lock combinations are properly protected:

- Keys will be maintained in a locked container secured within the Project Supervisor's office,
- A total of two keys will be available for access into the secured constainer.
- The Quality Control Inspector will have access to this key and will normally be on duty during all hours of the contract. Duty personnel will be given access to keys so they can gain access to spaces during non-duty hours for needed parts and materials for emergency and urgent service call work.
- A key control log will be maintained by the Project Supervisor and keys will be logged out to individuals who have a need for a specified period and returned at the end of the peri-
- Keys to vacant offices/buildings will be maintained in the lock boxes. When new keys are made or new locks are installed, a key will be given to the occupant or left in the lock box and the other two keys will be forwarded immediately to the Administrator.
- Keys issued to the project will not be duplicated without authorization from the Administrator.
- Lost keys will be reported to the Administrator immediately upon determination of the loss.

- D&A Building Services will bear the full burden for recoring, rekeying or reimbursing the City for recoring or rekeying locks when it is determined that keys were lost due to the fault of company employees.
- Keys will be issued only to company employees who have a need for entry to accomplish contract work. Keys issued to employees will be receipted for on a key control log maintained by the Quality Control Inspector.
- Employees will not allow unauthorized individuals access to JTA facilities.

Requests for access to CLIENT facilities by outside agencies/ personnel will be cleared on an individual basis through the Administrator before access is granted to anyone other than authorized representatives, auditors and other representatives acting in their official capacity.

Lock Combination control will be administered in conjunction with the Key Control Plan. Written combinations to the locks will be kept secured in a secure container in a secured vault type file cabinet and only those people with a demonstrated need to know will be provided access to the combinations.

The Project Supervisor will notify the Administrator when any of these individuals are no longer employed by the company or transferred for a determination of whether the combinations will be changed.

Notification will also be given when there is reason to suspect that combinations have been compromised to unauthorized persons.



# The Path to Customer Communication

D&A utilizes an electronic inspection system called Compuclean. Managers, supervisors and lead cleaners are able to record the results of all inspections, by area or floor and to communicate any necessary adjustments to the cleaning staff and to the client.

D&A's aim is to perform at 98% satisfaction rate, ensuring that all requirements are met and that any periodic or added work orders are performed to the highest standard of quality.

D&A Building services utilizes a simple system of communication for customer contact and complaint resolution.

Communication and Contact.

The first line of communication is through the use of text, telephone and email and or work order system as applicable. The Project Manager will be the direct person to reach with any issues or complaints, operations manager and Director of Business development will be included in the communication. This will ensure that reaction time will be kept short and minimum disruption to service is attained. D&A strives to respond back within the hour to respond with a plan of action that will resolve the issue immediately in an emergency or within the day cycle for non-emergency complaints.

After the issue and complaint have been resolved D&A will notify the assigned JTA representative and close the order.

If a situation persists or becomes a problem a process of identification and resolution will be put in place. Project Manager will have full license to make decisions on the site and effect needed solutions.

The Project manager will assign Lead supervisor at the site when available to conduct re-inspection and determined that all issues and complaints have been assigned and resolved.

The following personnel will be assigned to the project and will be responsible for ensuring quality control methodology is being followed.

Rodrigo Fuentes Area Supervisor Robert Newton Operations Manager 407-831-5388 Ph: 407-831-5388 Ph: 407) 831-1377 Cell

407-704-9150 Cell: E-mail: rfuentes@dabuildingservices.com mewton@dabuildingservices.com E-mail:

Director of Business Development Rudy Perez Juan Carrero Area Manager

407-831-5388 407-831-5388 Ph: Ph: 407-509-9200 Cell 407-340-7080 Cell

rfuentes@dabuildingservices.com E-mail: rmartinez@dabuildingservices.com E-mail:

Project Manager Frank Nunez

407-831-5388 407-488-9228 Cell fnunez@dabuildingservices.com E-mail:

Ph:

In addition D&A is implementing the Compuclean Software ( See next Section) that will allow the company to provide communications via portal and track the status of work orders in the system.



# COMPUCLEAN COMMUNICATIONS



Floor Care Exterior Maintenance Waterproofing

# WEB BASED COMMUNICATIONS

D&A will implement COMPUCLEAN software, currently in use within the company to facilitate the process of communications between the JTA assigned facility personnel and the supervisory and management team responsible for the day to day operations of the janitorial service.

The focus of the software is to streamline communications while enhancing all important functions associated with the performance of services.

The system provides a single source Quality control methodology that guarantees that the service expected from D&A is commensurate with the specifications and the highest level of quality. It guarantees the performance of the contract and ensures that the services afforded to JTA Management provides long term preventive maintenance and are value added propositions such as:

·Knowing that services will be completed as outlined

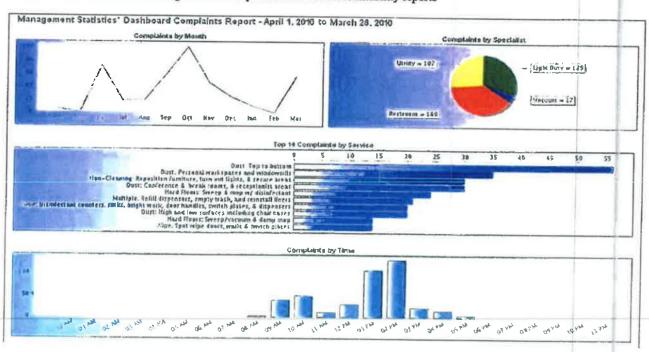
Easily submit messages that are documented

Receive customer service that exceeds expectations

Consistently get a cleaner building

As part of the process D&A will enter and document all the services and tasks required by JTA and subsequently the supervisory and management at the site, location and at the centralized headquarters will be empowered to inspect the work at any and all of the areas and document any deficiencies. This will enable immediate action and resolution to remediate any problems, and or will help perform the services at the highest industry standards. The system provides the JTA the ability to review results, communicate any special requirements and additions.. If they use their current email system, D&A will capture the communication and notify the appropriate person (supervisor, cleaner, etc). JTA will not have to fit their process around CompuCLean as is designed to fit around theirs.

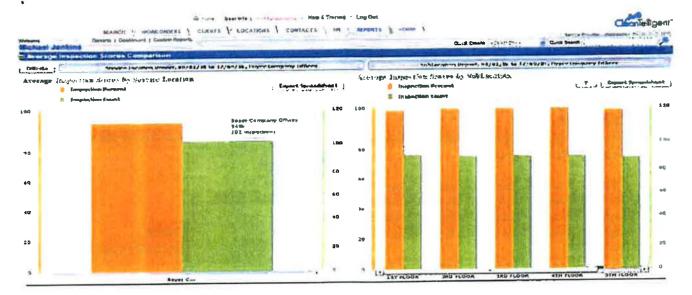
The system notifies all responsible and supervisory designated staff of the issues on the resolution is immediate. All functions can be tracked and evaluated though a matrix of performance and accountability reports





# TREND ANALYSIS

A scoring system will provide trend analysis and will ensure that JTA Complex is receiving value for the price, and addressing quality benchmarks. D&A will be able to pinpoint where to improve performance. The compliance of contract specifications I ensured while schedules that are unique to JTA can be managed and streamlined. Periodic services can be scheduled and reminders set for their implementation. The Guess work is virtually removed from all planning and inspection processes.



# Easy Access and control

ITA management will receive reports and updates for all open tickets and issue resolution...

- •JTA will have access to all information
- ·Ability to get accurate picture of current conditions
- ·Worry-free as all data is secure and encrypted

# Web Based Sustainability Impact

D&A believes that the empowerment derived from implementing the use of COMPUCLEAN software will result in improved service and impact the quality of the environment, through managed use of resources and continued maintenance schedules. The use of this methodology will provide

Electronic inspections
Communication,
Accurate Reporting
Job Scheduling
Management of Productivity
Efficient use of products



# **Quality Control Program**



Floor Care Exterior Maintenance

Waterproofing

D&A Building Services, Inc. ("D & A") Quality Control Program (QCP) describes our proposed quality control processes and procedures. The program addresses all aspects of quality control including:

- caliber of personnel
- line responsibility
- adequacy of procedures, inspection, equipment and organization
- capability to perform
- amount of work to be inspected and frequency of inspec-
- process for acceptance, rejection, documentation and resolution of deficiencies
- trend analysis
- corrective action to identify substandard performance
- interface with JTA's personnel

Our goal is to substantiate the acceptability of our QCP by addressing the essential items in sufficient detail to indicate our thorough understanding and reasonable approach to properly managing our business. D&A proposes the following as it relates to our QCP:

- it will become a compliance document upon contract award.
- it will remain in effect for the life of the contract.
- it will be changed and updated as required.
- The Property Manager and/or Building Owner have the right to request any necessary changes during the life of the contract.

### RESPONSIBILITY FOR SURVEILLANCE OF WORK

Responsibility for daily inspection of workmanship will rest with D & A's Project Manager (aka Supervisor). All daily service requests will be relayed to our staff through our Project Manager via the Building Supervisor in a timely manner. Our Project Manager will make regularly scheduled inspections to ensure the level of quality remains consistent with property manager and/or building owner's expectations. As an additional level of quality assurance, other unannounced periodic on-site inspections will be conducted from various corporate staff members and D & A's safety committee.

### TREND ANALYSIS

Trend analysis will be accomplished to identify trends by relying on inspection results. The primary tool is visual inspections of in-progress and completed work. The primary method will be evaluating and analyzing inspection results measured against objective performance standards. The results will then be used to identify trends in performance.

The appropriate corrective action will be determined by two factors:

- 1) The inspection results
- Trend(s) identified.

# CORRECTIVE ACTIONS USED FOR TREND ANALYSIS

In the following narrative, D & A provides a discussion of our proposed quality control:

- Methods,
- Reports, and
- Resolution Actions

# **METHODS**

D & A relies on two primary quality control methods. Each is discussed briefly below.

# 1.) Surveillance/Inspections:

This is the primary quality control method used to ensure adherence to performance standards such as quality, timeliness and safety. The two main factors to ensure success of this me hod are:

- Identification & establishment of objective, quantifiable, and verifiable standards upon which performance can be measured and
- Varying levels of inspections; such as levels, frequency, inspector, etc.

The identification of objective, quantifiable and verifiable standards upon which performance can be measured form the baseline for determining acceptability of performance. These standards also help identify trends in performance, including my weaknesses.

The varying levels of inspections ensure adherence to the established performance standards. This is ensured based on the diversity and quantity of inspections conducted. A few exam-



# **Quality Control Program**



ter Services Floor Care Exterior Maintenance Waterproofing

Landscaping

ples of these inspections include:

- Formalized checklist-type
- Intermediate/in-progress inspections : such as after performance of a particular task & before beginning a new task
- Input-oriented: those examining the process or procedure involved in performing the work

The quantities of inspections are very important because it ensures performance standards are maintained and trends in performance can be rapidly identified.

D & A will develop a Master Inspection Schedule to implement with the assignment of a new contract. This Schedule will provide details and summarize the areas to be inspected on a daily, weekly and monthly basis. The Schedule will include but is not limited to:

- Area to be inspected
- Type of inspection to be performed
- Frequency of inspection
- Appointed inspectors for standard inspections.

# 2.) Management Actions:

This discussion would not be complete without addressing the management actions needed to ensure adherence to performance standards. These actions are often times not viewed as being part of quality control, however, D & A views them as a fundamental aspect to our approach to quality control. Simply defined, these acts are the corporate and project management methods, policies and procedures needed to ensure successful day-to-day operations. A few of these acts include our:

- Staffing Plan
- Cost Control
- Incentives
- Promotional and Educational Opportunities
- Total Employee Involvement (TEI) incorporation of all D & A's employees into the quality control organization, e.g., "ownership" of work, self-inspections, etc....

These acts are first identified and covered during our initial training and orientation sessions during phase-in. What makes all the difference is, that these acts are reinforced during ongoing training that occurs a minimum of quarterly throughout the duration of the contract term. The objective of this training is to develop and maintain a Total Quality approach to task accomplishment. This "upfront" emphasis on quality control reduces the reliance on the more reactive method of inspections. Quality becomes engrained in our employees and management allowing quality to become instinctive.

### RESOLUTION

In this discussion, D & A provides the proposed details of the resolution & corrective actions that will be taken to ensure adherence to performance standards. These details include, but are not limited to:

- Proposed methods used to identify deficiencies in performance of work.
- Discussion of the solutions and management actions to prevent recurrence of all identified deficiencies (includes those identified by D & A and the building owner and/or Property Manager).
- Description of proposed corrective action reports and records.

The two key elements in D & A's corrective action processes involve:

- 1. Immediately correcting the problem and ensuring readherence to applicable performance standard(s)
- Instituting procedural, systematic corrective action to prevent future recurrence

# PROPOSED METHODS USED TO IDENTIFY DEFICIENCIES

In this section, D & A discusses its proposed methods used to identify deficiencies in the performance of the work.

First, D & Auses its proposed inspection system and associated surveillance methods to identify potential problems before they amount to a deficiency. Some methods to identify these are, but not limited to, the following:

- Utilizing the Project Supervisor to conduct formal inspections along with incorporating all
- D & A employees into the inspection cycle (TEI). By oversampling it will drastically reduce the likelihood of a problem going undetected for any period of time and virtually ensuring service output does not fall below established performance standards.
- Incorporation of D & A experience in determining inspec-



# **Quality Control Progra**



tion criteria (e.g., method of surveillance, frequency of inspections, computerized reports, etc...)

Second, in conjunction with our inspection system, D & A uses a proactive approach to identify deficiencies in the performance of the work. This approach includes the following meth-

- Deficiency prevention compared to detection (e.g., proper training, personnel experience/qualifications, work instructions, etc...)
- Trend Forecasting & Analysis (e.g., identification of performance trends.)
- Communication/Interaction/Interface Systems (e.g., Progress Review Meetings)

### 2. Management Acts

In this section, D & A discusses the solutions and management actions to prevent recurrence of any identified deficiencies. As required, the solutions and management acts address both shortterm corrections and long-term performance improvement. Once a deficiency is identified, our QCP contains a process for corrective action. This procedure focuses on three steps:

- Immediate corrective action (e.g., re-performance)
- 2) Root-Cause Analysis
- 3) Process Control & Performance Improvement.

Coupled with our aggressive inspection system, these three steps are designed to eliminate reliance on customer identification and improve quality control standards.

# IMMEDIATE CORRECTIVE ACTION

This short-term solution focuses on correcting the deficiency as quickly as possible after identification and re-establishing output levels at or above acceptable performance standards. Often times, deficiency correction involves re-performing the unsatisfactory or non-performed work. Upon re-performance, the work will immediately be re-inspected for adherence to applicable standards.

### **ROOT-CAUSE ANALYSIS**

Directly after re-inspection has occurred, our Project Supervisor will perform a "Root-Cause Analysis". This analysis

simply means that the deficiency will be analyzed to identify the underlying, procedural or systematic cause of the problem. To fully ensure identification, our Supervisor will employ a routine, systematic approach to problem resolution & elimination.

### PROCESS CONTROL

Once the root-cause of the problem has been identified, focus is then shifted to developing long-term process control & performance improvement measure(s) that concentrate on proventing reoccurrence thus continually improving services. The benefit of these measures is that they optimize the process and procedure by climinating any "weak links".

D & A's approach to establishing preventive and corrective actions so that they are suitable to the defect relies on developing a customized response to the problem. Examples of process control & performance improvement measures include:

- Revised approach to problem areas
- Re-training
- New methods to utilize technology to enhance performance

Once the final measure is implemented, the deficient work will be incorporated into D & A's Master Inspection Schedule to verify complete elimination of the problem and confirm that service output is back to acceptable standards.

# PROPOSED CORRECTIVE ACTION REPORTS AND RECORDS

In this section D & A describes its proposed corrective iction reports and records.

The two primary reports used are:

- Corrective Action Log
- Quality Control Deficiency/Corrective Action Report

The two reports are used in conjunction with one another. First, the Corrective Action Log is used to record and track the status of identified deficiencies. Secondly, the Quality Control Deficiency/Corrective Action Report is generated to address each individual deficiency. Both reports ensure complete short and long-term corrections of the deficiency.

# Sample Corrective Action Request Log

Time & Date of Defect / Deficiency	Identified by (Name & Title)	Quality Control Deficiency/ Corrective Action Report No. Assigned	Time & Date of Re- performance	Process Control/ Performance Improvement Implemented (Y/N)
		in .		
		-		



# **Quality Control Progra**



cer Services Floor Care Exterior Maintenance Waterproofing Landscaping

# Sample Quality Control Deficiency/Corrective Action Report

Ident	/Item & Location:ifier Name & Title (e.g., Inspector):		
Date	:		
1.	Nature of Deficiency/Defect: (include how identified, e.g., etc):	inspection,	complaint,
2.	Contract Specification/SOW Reference(s):		
3.	Corrective/Preventive Action Taken (include Date & Time):		
4.	Short-term (e.g., re-performance):		
5.	Long-term (Process Control/ Performance Improvement):		
6.	Re-inspection (times, dates, results, etc):		
7.	Final Resolution/Close-Out (notes & comments):		
Inspec	7 H		
Projec	t Supervisor:		
cc:	QC File		
<u>Vote:</u>	Use back and/or attach additional sheet(s) if necessary		

D & A Building Services, Inc. will utilize their web messaging system, which will meet the following criteria of the reporting process once awarded the contract. Reports will be generated on a monthly basis meeting the following requirements set forth by the JTA such as:

- Method & procedures for collecting data
- Work management
- Charges for reimbursement work/status
- Provides checklists to work orders to ensure thoroughness
- · Parts inventory tracking
- Reduction of equipment downtime with a preventative maintenance schedule
- Work performance surveys and tracking of responses from client
- Maintenance status and request for extensions
- Outstanding issues/resolutions
- Special projects/completions status
- Report detailing D&A's response to maintenance requests
- summarizing both the response and resolution time
- Accounting for parts and labor on corrective maintenance

D&A Building Services, Inc. will install a biometric timeclock onsite which employees will use when clocking in/out by capturing a virtual handprint of the employee. This system transmits the data via an internet connection every hour to D&A Building Services, Inc.'s corporate office. At any time, a list can be generated of all current employees working at the facilities as well as produce electronic records of weekly time for each employee.

D&A Building Services, Inc. will hold regular meetings with JTA to resolve any customer service issues that exist. Items to be addressed at every meeting will include, but is not limited to: staffing, effectiveness of equipment, supply usage, and material issues. After such meetings, JTA will receive a written report detailing the concerns as well as the resolution within 72 hours.

Part of D&A Building Services, Inc.'s training program includes generating a monthly "Safety Training and Compliance Audit Report" which will include the following:

- Summary of safety incidents
- Summary of daily maintenance log sheets

Additionally, an annual report will be generated summarizing the trends and results of the monthly reporting as well as D&A Building Services, Inc.'s recommendations to address, correct or improve the results as described below.

JTA will receive monthly inspection reports, summarizing

all inspections results and any remediation if needed, All reports will be provided to ITA's designated contract administrator.

### TREND ANALYSIS

Trend analysis will be accomplished to identify substandard work by relying on inspection results. The primary tool is visual inspections of in-progress and completed work. The primary method will be evaluating/analyzing inspection results measured against objective performance standards. The results will then be analyzed to identify negative/downward trends in performance. The appropriate corrective action will be determined by two items: 1.) the inspection results and 2.), trend(s) identified. Depending on/considering these items, corrective action will be anything from increased inspections to termination/replacement of individual(s) responsible.

# CORRECTIVE ACTION TO IDENTIFY SUBSTANDARD PERFORMANCE

In the following narrative, D&A provides a discussion of our proposed quality control:

- methods
- reports
- resolution actions

# METHODS

D&A Building, Inc. relies on two quality control methods. Each is discussed briefly below.

Surveillance/Inspections (e.g., visual) – This is the primary quality control tool/method used to ensure adherence to performance standards (quality of workmanship & timeliness). The two keys to the success of this tool/method are: 1.) identification/establishment of objective, quantifiable/verifiable standards upon which performance can be measured and 2.), varying levels (e.g., formality & frequency) of inspections.

The identification/establishment of objective, quantifiable and verifiable standards upon which performance can be measured form the baseline for determining acceptability of performance. These standards also help identify trends (positive & negative) in performance.

The varying levels (e.g., formality & frequency) of surveillance/inspections ensure adherence to the established performance standards. This is ensured based on the diversity and quantity of inspections (types/kinds) conducted. A few examples of the types/kinds of inspections conducted include:

- formalized checklist-type
- intermediate/in-progress inspections (e.g., after performance of a particular task & before beginning a new task)



# Reporting Process **Monthly/Annual Reporti**



Floor Care Exterior Maintenance Waterproofing Landscaping

input-oriented - those examining the process or procedure involved in performing the work

The quantity of inspections is also very important because it helps ensure that through over-sampling/inspection, performance standards are maintained and trends (especially negative ones) in performance can be rapidly identified and corrected.

# Evaluator's Note:

To ensure proper effectiveness of inspections, D&A Building Services, Inc. will develop a Master Inspection Schedule. This Schedule will provide details and summarize the areas to be inspected on a monthly basis.

# The Schedule will include:

- area to be inspected
- type/kind of inspection to be performed
- frequency of inspection

Simply, the Schedule identifies: who - will be performing the inspection, what - will be inspected and when - it will be inspected.

Management Acts - This discussion would not be complete without addressing the management acts needed to ensure adherence to performance standards. These acts are often times not viewed as being part of quality control. Alternatively, D&A Building Services, Inc. views them as a fundamental aspect of quality control; so fundamental that we view them as the key ingredient to completion of our Total Quality approach to quality control. Simply defined, these acts are the corporate and project management methods, policies and procedures needed to ensure successful day-to-day operations. A few of these acts include our;

- Staffing Plan
- Cost Centrol
- Total Employee Involvement (TEI) incorporation of all D&A Building Services, Inc. employees into the quality control organization, e.g., "ownership" of work, selfinspections, etc.,...

These acts are first identified and covered during our initial training/orientation sessions during phase-in. What makes all the difference is that these acts are reinforced during ongoing/refresher training that occurs a minimum of quarterly throughout the contracts term. The objective/philosophy of this training is to develop and maintain a Total Quality approach to task accomplishment. This "upfront" emphasis on quality control reduces the reliance on the more reactive method of surveillance/inspections. The reason this occurs is quality is engrained

in the management acts thereby making the process itself quality-oriented. Simply, quality becomes instinctive.

### RESOLUTION/CORRECTIVE ACTIONS

In this discussion, D&A provides the proposed details of the resolution/corrective actions that will be taken to ensure adherence to performance standards. These details include:

proposed methods used to identify/pinpoint defects/deficiencies in performance of work

discussion of the fixes and management acts (control) to prevent recurrence of all identified defects/deficiencies (includes both CLIENT and contractor identified)

description of proposed corrective action reports and records

The two key elements of D&A's corrective action process/procedure involve:

- Immediately correcting the problem and ensuring readherence to applicable performance standard(s)
- Instituting procedural/systematic corrective action to prevent recurrence

### PROPOSED METHODS USED TO IDENTIFY DEFECTS AND DEFICIENCIES IN THE PERFORMANCE OF THE WORK

In this section, D&A discusses its proposed methods to be used to identify defects/deficiencies in the performance of the work. First, D&A uses its proposed inspection system and associated surveillance methods/techniques to identify potential problems before they amount to a defect/deficiency. This is done in several ways. Some of the ways include:

Utilizing our Project Supervisor to conduct formal inspections along with incorporating all D&A employees into the inspection cycle (TEI). As noted previously, this results in "oversampling/inspection" thereby drastically reducing the likelihood of a problem going undetected for any period of time and virtually ensuring service output does not fall below established per-

Incorporation of D&A's experience in determining inspection criteria (e.g., method of surveillance, frequency of inspections, etc...)/Note: this experience includes areas that have historically proven troublesome as well critical/priority areas (e.g., response/resolution times)

Second, in conjunction with our inspection system, D&A uses a proactive approach to identify/pinpoint defects/deficiencies in the performance of the work. This approach includes the following methods:

Deficiency prevention/compared to detection (e.g., proper training, personnel experience/qualifications, work instructions,



Trend Forecasting & Analysis (e.g., identification of performance trends - both positive & negative)

Communication/Interaction/Interface Systems (e.g., Progress Review Meetings)

# DISCUSSION OF THE FIXES AND MANAGEMENT ACTS (CONTROL) TO PREVENT RECURRENCE OF ALL IDENTIFIED DEFECTS AND DEFICIENCIES

In this section, D&A discusses the fixes and management acts (control) to prevent recurrence of all identified defects/deficiencies. As required, the fixes and management acts address both short-term corrections and long-term performance improvement. Once a defect/deficiency is identified, our QCP contains a process/procedure for corrective action.

This process/procedure focuses on three steps (fixes/acts):

1.) Immediate corrective action (e.g., re-performance); 2.) Root-Cause Analysis; 3.) Process Control/Performance Improvement. Coupled with our aggressive inspection system, the three steps are designed to eliminate reliance on customer identification (QA).

### INMEDIATE CORRECTIVE ACTION/RE-PERFORANCE

This short-term solution focuses on: 1.) correcting the deficiency as soon as possible after identification and 2.) Reestablishing output levels at or above acceptable performance standards. Most often times, deficiency correction involves reperforming the unsatisfactory/non-performed work. Upon reperformance, the work will immediately be re-inspected for adherence to applicable standards.

### ROOT CAUSE ANALYSIS

Directly after re-inspection has occurred, our Project Supervisor will perform a "Root-Cause Analysis". This analysis simply means that the defect will be analyzed to identify the underlying, procedural or systematic cause of the problem.

To fully ensure identification, our Supervisor will employ a routine, systematic approach to problem resolution/elimination. In other words, he will eliminate non-contributing causes/factors and methodically narrow down possibilities so that the contributing cause/factor can be definitively/positively identified.

# PROCESS CONTROL/PERFORMANCE IMPROVEMENT

Once the root-cause of the problem has been identified, focus is then shifted to developing long-term process control/performance improvement measure(s) that concentrate on preventing reoccurrence and thus continually improving services. The benefit of these measures is that they optimize the process and procedure by eliminating any "weak link(s)". D&A's approach to effecting preventive and corrective actions so that they are suitable to the defect relies on developing a tailored/customized/case-by-case response to the problem. Examples of process control/performance improvement method/measures include:

revised approach, e.g., work instructions

re-training

Once the final method/measure is implemented, the deficient/defective work will be incorporated into our inspection system (Master Inspection Schedule) to verify complete elimination of the problem and confirm that service output is back up to (or above) acceptable standards.

### PROPOSED CORRECTIVE ACTION REPORT AND RECORDS

In this section D&A describes its proposed corrective action reports and records. The two records/reports we use are:

- Corrective Action Log
- Quality Control Deficiency/Corrective Action Report

The two reports/records are used in conjunction with one another. First, the Corrective Action Log is used to record and track the status of identified defects/deficiencies. Second, our Quality Control Deficiency/Corrective Action Report is generated to address each individual defect/deficiency. Both records/reports ensure complete (short & long-term) correction of the defect/deficiency.



## Reporting Process **Monthly/Annual Reporti**



#### SAMPLE OF MARCH 2011 MONTHLY FLOOR CARE REPORT

		Sample	Client - Building 1		and the same of
Area	Supervisor	Floors	Description	Started	Completed
Common Areas	Tony	12th-20th	Scrub Janitor Closet Floors	03/05/11	03/06/11
Common Areas	Топу	12th-20th	Sweep, Mop and Scrub Stairwells	03/05/11	03/06/11
Tenant Spaces	Tony	12th-20th	Scrub and Wax Floors	03/05/11	03/06/11
Tenant Spaces	Tony	12th-20th	Spot Shampoo Carpets	03/05/11	03/06/11
Common Area Hallways	Tony	16th-28th	Shampoo Carpets	03/05/11	03/06/11
Parking Garage Elevators	Tony		Scrub and Wax Floors	03/05/11	03/06/11

		Sample	Client - Building 2		
Area	Supervisor	Floors	Description	Started	Complete
Common Areas	Tony	1st-12th	Machine Scrub Restroom Floors		
Common Areas	Tony		Sweep, Mop and Scrub Stairwells		1
Tenant Spaces	Tony		Scrub and Wax Floors	-i	
Tenant Spaces	Топу		Spot Shampoo Carpeta		
Common Area Hallways	Tony		Shampoo Carpeta	1	

MENANTE - 210		Sample	e Client - Building 3	Department of the	304 075
Area	Supervisor	Floors	Description	Started	Completed
Common Areas	Maggie	1st-4th	Sweep, Mop and Scrub Stairwells		
Common Areas	Maggio	1st-4th	Scrub Janitor Closet Floors		
Service Hallways	Maggio	lst	Scrub and Wax Floors		
Service Hallways	Maggie	1st-4th	Scrub and Wax Freight Landings		
Tenant Spaces	Maggic	1st-4th	Scrub and Wax Floors	1	
Tenant Spaces	Maggie	1st-4th	Spot Shampoo Carpets		

		Sample	Client - Building 4	Acting the Control	10 C SO 170 F
Area	Supervisor	Floors	Description	Started	Complete
Common Areas	Rick	1st-8th	Shampoo Carpets		
Common Areas	Rick		Shampoo Carpets		
Common Areas	Rick	1st-8th	Machine Scrub Restroom Floors		

	San	ple Clien	t - Recereational Building	Jan 1	
Area	Supervisor		Description	Started	Completed
Common Areas	Tony	5th-7th	Shampoo Carpets		
Common Areas	Толу		Sweep, Mop and Scrub Stairwells		
Common Areas	Tony	5th-7th	Machine Scrub Restroom Floors		
Tenant Spaces	Tony	5th-7th	Scrub and Wax Floors	1	
Tenant Spaces	Tony	5th-7th	Spot Shampoo Carpets		

Parking Garages										
Area	Supervisor	Floors	Description	Started	Completed					
Parking Garage A	Rick	1st-6th	Pressure wash common area & stairs	03/18/11						
Parking Garage B	Rick	1st-6th	Pressure wash common area & stairs	03/01/11	03/04/11					



## Reporting Process Monthly/Annual Reporting Materproofing Landscaping



Common Act all laboration   Capacian	Building L - Loke Wary FL						Inc.								7,000
Sharwel Landing   Captart   4c   11/25   11/11   11/12   11/25   11/	Arra	Bertiece		ë	Ę	Des	alt	2	Mar	3	ello.	Ą	R	777	ā
Shinwell Landlang   Carport   dec   1072   1/11   1/15   1/14     Shinwell Landlang   Ver   dec   1072   1/17   1/14     Shinwell Landlang   Ver   dec   1023   1/17   1/14     Projekt Elevator Landlang   Ver   dec   1/12   1/17   1/14     Projekt Elevator Landlang   Ver   dec   1/12   1/17   1/14     Elephonan Olice   Ver   dec   1/12   1/17   1/14     Elephonan Olice   Ver   dec   1/11   1/11   1/11     Restroom Villa   Geranic   dec   1/11   1/11   1/11   1/11   1/11     Restroom Villa   Geranic   dec   1/11   1/11   1/11   1/11   1/11     Restroom Villa   Geranic   dec   1/11	lat Flanc														
Statived   Landing   Very   4x   1126   114     Statived   Landing   Very   4x   1126   114     Finight Benefit   Landing   Very   4x   1029   1174   114     Restroam Floor   Ceramic   6x   1141   141   141     Restroam Floor   Ceramic   6x   1141   141   141     Restroam Floor   Ceramic   6x   1120   1141   141     Finight Bereit   Landing   Very   4x   1020   1141   141     Finight Bereit   Landing   Ceramic   6x   1141   141   141     Finight Bereit   Landing   Ceramic   6x   1142   141   141     Finight Bereit   Landing   Ceramic   6x   1142   141   141     Finight Bereit   Landing   Ceramic   6x   1142   141   141     Finight Bereit   Landing   Very   4x   1050   1141   141     Finight Bereit   Landing   Very   4x   1050   1141   141     Finight Bereit   Landing   Very   4x   1160     Finight Bereit   Very   Very   Very   Very     Finight Be	Common Area Ballways		À	10/22	וארו		VI3		H						
Stadewell Landslage   VCT   4x   102.9   1174   11.1     Pringht Barvator   VCT   4x   102.9   1174   11.1     Pringht Barvator   VCT   4x   102.9   1174   11.1     Pringht Barvator   VCT   4x   102.9   1174   11.1     Public Canage Blan sales   VCT   4x   102.9   1174   11.1     Public Canage Blan sales   VCT   4x   102.9   1174   11.1     Restroom Spaces   VCT   4x   102.9   11.1   11.1     Restroom Spaces   VCT   4x   102.1   11.1   11.1     Restroom Spaces   VCT   4x   102.1   11.1   11.1     Restroom Spaces   VCT   4x   102.1   11.1   11.1     Restroom Area Malburgo   Canage   4x   102.2   11.1   11.1     Restroom Malburgo   Canage   4x   102.2   11.1   11.1   11.1     Restroom Malburgo   Canage   4x   102.2   11.1   11.1   11.1     Restroom Malburgo   Canage   4x   102.2   11.1	Strivel Laufing		L		11/26										
Neulogy Closed Campage 48x   1923   11734   1174	Stefrwell Landings		ħ		11/26		12.								
Principal Elevation   Vict   4x   1029   1174   1	Jenier Clord		L												
Firegist Elevente Landing   WCT   4x   1029   1174   171	Praight Ellevator		Ĺ	10/29	11/24		11.1								
Fleging Blanding   WCT   4x   1073   1173   1714	Broght Elevator Landing	.50	#	10/29	100		1/4								
Engineers Office   VCT   4x   1025   11739   1174   1544     Restroom Floor   Cramic   6x   11731   1171   1711   1711     Restroom Shawer   Cramic   6x   11021   1171   1711	Parking Garage Binatiers		華	10/29	62/11		1/14								
Marticoln   VCT   4x   1025   11734   1474     Restroom Shavers   Ceramic   6x   11711   1771     Restroom Shavers   Ceramic   6x   11711   1771     Toront Spaces   VCT   4x   1021   1171   1772     Toront Spaces   Caramic   6x   11021   1171   1772     Toront Spaces   Caramic   6x   11021   1171   1772     Restroom Ploos   Ceramic   6x   11021   1171   1772     Restroom Ploos   Ceramic   6x   11022   1171   1774     Restroom Ploos   Ceramic   6x   11020   1171   1174   1174     Restroom Ploos   Ceramic   6x   11020   1171   1174   1174     Restroom Ploos   Ceramic   6x   11020   1171   1174   1174     Restroom Ploos   Ceramic   6x   11020   1174   1174   1174   1174     Restroom Ploos   Ceramic   6x   11020   1174   1174   1174   1174     Restroom Ploos   Ceramic   6x   11020   1174   1	Engineers Office		4		1729		11/4								
Restroom Flocal Cremic for   11,11   1/11	Mail Room		41	1023	1724		104								
			1												
Restroorn Walls   Ceremic   6x	Restroom 7 Soci	Crae	4		Hill		IIII		3/2						
Restroom Shawers   Ceramic   6x   10/21   1/12   1/12     Tennat Spaces   Caramic   6x   10/21   1/12   1/12     Tennat Spaces   Caramic   6x   10/21   1/12   1/12     Cananton Arts Hallways   Caramic   6x   10/21   1/11   1/14     Restroom Floors   Caramic   6x   1/12   1/11   1/14     Restroom Floors   Caramic   6x   1/12   1/11   1/14     Restroom Floors   Caramic   6x   1/12   1/11   1/14     Straived Landing   Caramic   6x   1/12   1/11   1/14     Restroom Walls   Caramic   6x   1/12   1/11   1/14     Restroom Walls   Caramic   6x   1/12   1/14   1/14     Tannat Spaces   Caramic   6x   1/12   1/14   1/14     Tannat Spaces   Caramic   6x   1/12   1/14   1/14   1/14   1/14     Tannat Spaces   Caramic   6x   1/12   1/14   1/14   1/14   1/14   1/14   1/14   1/14   1/14   1/14   1/14     Tannat Spaces   Caramic   6x   1/12   1/14   1	Restroom Walls	Ceremic			11/11		1/1	1000	S						
Toment Spaces   VCT   4x   10/21   1/12   1/12     Tennat Spaces   Carpet   4x   10/21   1/12   1/12     Cananton Arts Hallways   Carpet   4x   10/21   1/11   1/14     Shaiveful Landings   Canante   4x   10/21   1/11   1/14     Restroam Floors   Carante   4x   10/22   1/12     Tennat Spaces   VCT   4x   10/22   1/11   1/14     Straiveful Landings   Carpet   4x   10/22   1/11   1/14     Straiveful Landings   Carpet   4x   10/22   1/11   1/14     Straiveful Landing   VCT   4x   10/22   1/11   1/14     Restroam Walls   Carante   4x   10/20   1/14     Restroam Walls   Carante   4x   10/20   1/14   1/14     Toment Spaces   Carante   4x   10/20   1/14   1/14     Toment Spaces   VCT   4x   10/20   1/14   1/14     Toment Spaces   VCT   4x   10/20   1/14   1/14     Toment Spaces   VCT   4x   Wave   1/1/14   1/14   1/14     Toment Spaces   Carpet   4x   Wave   Wave     Toment Spaces   Carpet   4x   Wave     To	Restrong Showen	Crawic			11:11		1/11	1	25						
Tomant Space   VCT   4x   1021   1172   1172     Tomant Space   Carpat   4x   1021   1172   1172     Stairwell Landing   Cancer   4x   1021   1171   1174     Stairwell Landing   Cancer   4x   1022   1171   1174     Restroam Photo   Carnel   6x   11021   1171   1174     Restroam Photo   Carnel   6x   11022   1172     Tennal Space   VCT   4x   1022   1171   1174     Strairwell Landing   Cancer   4x   1022   1171   1174     Strairwell Landing   Cancer   4x   1022   1171   1174     Strairwell Landing   Cancer   4x   1022   1171   1174     Restroam Photo   Cancer   4x   1022   1171   1174     Restroam Walls   Cancer   4x   1025   1171   1174     Restroam Walls   Cancer   4x   1025   1171   1174     Restroam Walls   Cancer   4x   1025   1171   1174     Tomat Space   October   Cancer   4x   1025   1171   1174     Tomat Space   October   Cancer   4x   1025   1171   1174     Tomat Space   October   Cancer   4x   Wave   1000     Tomat Space   October   Cancer   March   Ma															
Tennet Spaces   Carpet   6x   1021   1041   1044     Stairwell Landing   Canter   6x   10.24   10.24     Stairwell Landing   Canter   6x   10.24   10.14   1.17     Restroam Photos   Carnet   6x   10.24   1.17   1.17     Restroam Photos   Carnet   6x   10.22   1.12     Tennet Spaces   VCT   6x   10.22   1.12     Tennet Spaces   VCT   6x   10.22   1.12     Tennet Spaces   Carnet   6x   10.22   1.12     Tennet Spaces   Carnet   6x   10.22   1.12     Tennet Spaces   Carnet   6x   10.24   1.17   1.14     Restroam Photos   Carnet   6x   10.25   1.12     Restroam Walls   Carnet   6x   10.25   1.11   1.14     Restroam Walls   Carnet   6x   10.25   1.10   1.14     Tennet Spaces   VCT   6x   VCT   6x   10.25   1.10     Tennet Spaces   Carnet   6x   VCT   6x   VCT   0.25     Tennet Spaces   VCT   6x   VCT   0.25   VCT   0.25     Tennet Spaces   VCT   6x   VCT   0.25   VCT   0.25     Tennet Spaces   VCT   0.25   VCT   0.25     Tennet Spaces   VCT   0.25   VCT   0.25   VCT   0.25     Tenne	Toront Space	F	#	1021			1/12					L			L
Common Aces Mallways   Carpet   6x	Tenant Spacet		L	12/01			UIZ								
Contaction Actes   Kullways   Chapter   Contaction Actes   Mailer Classes   Contact   Contact															
Stairwell Landing   Comerc	Contenton Arra Hallways	Carpet	L		IM:		1/14		32					L	
Pacigle Burstoc Landing   VCT   dec   10.29   1/12     Restroom Ploom Coranic   dec   10/22   1/11   1/11     Restroom Ploom Coranic   dec   10/22   1/12     Tenna Spaces   VCT   dec   1/11   1/14     Straived Landing   Carpet   dec   1/11   1/14     Straived Landing   Carpet   dec   1/11   1/14     Freight Elevator Landing   VCT   dec   1/11   1/14     Restroom Vidio   Coranic   dec   1/11   1/14     Trainet Spaces   VCT   dec   1/11   1/14     Trainet Spaces   VCT   dec   1/11   1/14     Trainet Spaces   Carpet   dec   1/11   1/14     Trainet Spaces   VCT   dec   1/11   1/14     Trainet Spaces   Carpet   dec   1/11   1/14     Trainet Spaces   Carpet   dec   1/11   1/14     Trainet Spaces   Carpet   dec   1/11   1/14     Trainet Spaces   VCT   dec   1/14   1/14   1/14     Trainet Spaces   VCT   dec   1/14   1/14   1/14     Trainet Spaces   VCT   dec   1/14   1/14   1/14   1/14     Trainet Spaces   VCT   dec   1/14   1/14   1/14   1/14   1/14     Trainet Spaces   VCT   dec   1/14   1/	Steinwell Landings	Contract													
Parighe Berrator Landing   VCT   dex   10.20   11/11   1/11   1/11     Restroom Ploom Caracle   dex   10/22   1/12     Terent Spaces   VCT   dex   10/22   1/12     Terent Spaces   VCT   dex   10/22   1/12     Terent Spaces   VCT   dex   11/11   1/14     Strain Closed   Caracle   dex   11/11   1/14     Freight Berstron Valle   Caracle   dex   11/11   1/14     Restrance Valle   Caracle   dex   11/11   1/14     Transt Spaces   VCT   dex   11/11   1/14     Transt Spaces   VCT   dex   11/11   1/14     Transt Spaces   Caracle   dex   11/11   1/14   1/14     Transt Spaces   Caracle   dex   11/11   1/14   1/14     Transt Spaces   Caracle   dex   11/11   1/14	heltor Close		L												
Restroom Floors   Caracte   6x   11/11   1	Preight Blerstor Landley		Ą.	No.			1/1/2								
Restroom Floors   Caracle   6x   11/11   1															
Tennat Spaces   VCT   4x   10/22   11/12   11/12     Tennat Spaces   VCT   4x   10/22   11/12     Tennat Spaces   VCT   4x   10/22   11/12     Contayon Area Hallbarys   Carpet   6x   11/11   11/14     Strain Closed   Cemeral   4x   10/24   11/11   11/14     Freight Elevator Landing   VCT   4x   10/24   11/11   11/11     Restractor Walls   Cemeral   6x   11/11   11/11     Trainet Spaces   VCT   4x   100 Not   11/11   11/11     Trainet Spaces   Carpet   4x   Wave   Wave   Ware     Trainet Spaces   VCT   4x   Wave   Wave   Ware     Ware   Trainet Spaces   Carpet   4x   Wave   Ware     Trainet Spaces   Carpet   Carpe	Restroom Floors	Certorio			11/11		IVI		2						
Tenent Space	Restrogin Walls	Ceremb	Ц		וותו		515		17						
Tresent Spaces   VCT   4x   19/22   1412     Pepunt Spaces   VCT   4x   19/22   1412     Contayou Arra Halbarys   Carpet   4x   19/22   1412     Strainvel Landing   Carpet   4x   19/20   1414     Strainvel Landing   VCT   4x   19/20   14/11   14/14     Restroyen Walls   Carraic   6x   14/11   14/11   14/11     Tresent Spaces   VCT   4x   19/20   11/11   14/11     Tresent Spaces   Carpet   4x   Wave   Wave   Ware     Tresent Spaces   Carpet   4x   Wave   Wave   Ware     Treset Spaces   Carpet   4x   Wave     Treset Spaces   Carpet   Ca		- 1													
Peparat Spaces   Carpet   4x   1972   11.11   1/14     Chemister Aver Halbary   Carpet   6x   11.11   1/14     Straived Landing   Carpet   4x   19.20   1/14     Freight Boystor Canding   VCT   4x   19.20   1/11   1/14     Restroyer Walls   Carraic   6x   11/11   1/11   1/11     Trainet Spaces   VCT   4x   100 Not   1/11   1/11     Trainet Spaces   Carpet   4x   Way   Way   Way   Way     Ware   Trainet Spaces   Carpet   4x   Way   Way   Way     Chamistry   Ware   Ware   Ware   Way   Way     Chamistry   Way   Way   Way     Chamistry   Way   Way   Way     Chamistry   W	Tetand Spaces	10.00	Ц	10/22			102								
Company Arm Halbarys   Carpet   Carpe			4	10/22			LIL.								
Cameral         4x         11.11         1/14           Cameral         4x         11/2*         1/14           VCT         4x         11/2*         1/14           Camerale         6x         11/11         1/11           VCT         4x         10.0 Not         1/11           VCT         4x         10.0 Not         1/11           Camerale         6x         11/11         1/11	. 1							DOYOF	WATSHIT	K PLUCKRA	-				
Comests         Ax         100%         100%           VCT         4x         100%         100%           Convenie         6x         11011         101           VCT         4x         100 Not         100 Not           VCT         4x         100 Not         100 Not	Chatter Area Hallberys	400			11:11		714		32						
Comezul         4g         100% <t< td=""><td>Steirwell Leadings</td><td>430.00</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	Steirwell Leadings	430.00													
VCT         4x         1UC.         1M4         1M4           Corraic         6x         1M1         iA1         1A1           Corraic         6x         1M1         1A1         1A1           VCT         4x         Do Not         Nor         When	Janitor Closet	description													
6x 11/11 1/11 1/11 1/11 1/11 1/11 1/11 1	Freight Dovator Landing		*	<b>100</b>			104								
6x         1M1         id1           6x         11/11         IA1           4x         Do Not         Not			1												
6x         11/11         1/11           4x         Do Not         Not           4x         Way         Wax	Restractor Ploces	Connik	_		11/11		<u>.</u>		3/2						
VCT 4x DoNos Carpet 4x Way	Restracta Walls	Course			IMI		IVI		375						
WCY 4x De Not															
4x Was	Trans Sparri	Į,	4	DeNot			De Not								L
	Tours Special	Carpet	4	Way			200								

## CONSENT AGENDA ITEM #18

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: April 25, 2022

SUBJECT: Approval of Contract Award to 4 Corner Resources LLC for

Janitorial Staffing Services Contract No. 001918

Board approval of the contract to 4 Corner Resources LLC in the amount of \$475,000.00 for two years is requested. This contract is exempt from the competitive procurement process established by the Procurement Policy.

The work includes providing janitorial staffing.

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE

Director of Maintenance

Glenn Pressimone PF

### **CONTRACT**



#### **AND**

4 CORNER RESOURCES LLC

**CONTRACT NO. 001918** 

CONTRACT DATE: MAY 12, 2022 CONTRACT AMOUNT: \$475,000.00

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT JANITORIAL STAFFING SERVICES CONTRACT NO. 001918

This Contract No. 001918 (the "Contract" as defined herein below), is made this 12<sup>th</sup> day of May 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and 4 CORNER RESOURCES LLC, 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 Authority System; and,

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide janitorial staffing services and,

**WHEREAS**, having verified the CONTRACTOR's unique qualifications, CFX has determined that it is in its best interest to "single source" the services to CONTRACTOR;

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

#### 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated provides labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing daytime porter/janitorial services at CFX's Headquarter and Magnolia E-PASS Service Center, and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the 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.

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

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,

(collectively, the "Contract").

#### 2. TERM AND NOTICE

The initial term of the Contract will be two (2) years beginning May 12, 2022. There shall be three renewal options of one (1) year each. 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 CONTRACTOR are satisfactory and adequate for CFX's needs. 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 initial Contract Term and each renewal, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by 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 hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the 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 terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

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

3.1 The Contract Amount for the Contract term is \$475,000.00.

#### 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 subcontractors. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

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 of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

#### 4. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX

program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

#### 6. CONTRACTOR INSURANCE

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

- 6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form or equivalent including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for bodily injury and property damage claims by CONTRACTOR under this agreement.
- 6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, or authorized representative 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. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. 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.

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

#### CONTRACTOR RESPONSIBILITY

- 7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
  - (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;
  - (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to areas upon which services are performed;
- 7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Standard Operating Procedures, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:
  - (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
  - (ii) all workplace laws, regulations, and posting requirements, and
  - (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And
    - (iv) compliance with the public records laws of Chapter 119, Florida Statutes.
- 7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

- 7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any theft or conversion of collected funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;
- 7.5 CONTRACTOR shall immediately notify 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.
- 7.6 CONTRACTOR shall not make any requirement of any employee or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

#### 8. INDEMNITY

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

- 8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- 8.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- 8.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- 8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

- 8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,
- 8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- 8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. Notwithstanding the foregoing, CONTRACTOR's total liability for a breach of contract or warranty shall not exceed the value of this Contract. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from 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.

#### 9. 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:

- 9.1 Keep and maintain public records required by the public agency to perform the service.
- 9.2 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.
- 9.3 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.

9.4 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 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.

#### 10. PRESS RELEASES

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

#### 11. 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:

- 11.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**
- 11.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to 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**
- 11.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**
- 11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there is no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

- 11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**
- 11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**
- 11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

#### 12. PERMITS, LICENSES, ETC.

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

#### 13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

CONTRACTOR acknowledges that 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.

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

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313

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

#### 14. NONDISCRIMINATION

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

#### 15. SUBLETTING AND ASSIGNMENT

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

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX 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.

#### 16. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX Executive Director (or her/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.

#### 17. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

#### 18. OTHER SEVERABILITY

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

#### 19. GOVERNING LAW

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

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

#### 20. 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.

#### 21. 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. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

#### 22. 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.

#### 23. SURVIVAL OF EXPIRATION OR TERMINATION

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

- 23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and
- 23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
- 23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
  - 23.4 Obligations upon expiration or termination of the Contract; and
- 23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

#### 24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 24.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to 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
- 24.2 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.

#### 25. 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 subcontractors 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.

#### 26. ASSIGNMENT

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

#### 27. 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.

#### 28. PPROPRIATION 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.

#### 29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

#### 30. 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: General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando, Florida 32807

ATTN: Director of Maintenance

CONTRACTOR: 4 CORNER RESOURCES LLC

135 East Colonial Drive, Suite 200

Orlando, Florida 32801 Attn: Crystal Lang

#### 31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Method of Compensation

Exhibit "C" Potential Conflict Disclosure Form

Exhibit "D" CFX Social Media Acknowledgement Form

[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective fully authorized officials, as of the day and year first written above.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY Aneth Williams, Director of Procurement By: \_\_\_\_\_ Print Name: 4 CORNER RESOURCES LLC By: \_\_\_\_\_\_\_Signature Print Name Title ATTEST: (Seal) DATE:\_\_\_\_\_ Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of \_\_\_\_\_\_, 2022 for its exclusive use and reliance. By: \_\_\_\_\_ Diego "Woody" Rodriguez General Counsel

#### **EXHIBIT "A"**

#### SCOPE OF SERVICES

- 1) Clean glass in all entrance doors and adjacent areas inside and out.
- 2) Shake interior/exterior mats and clean surrounding area.
- 3) Dust mop uncarpeted areas with chemically treated mop.
- 4) Clean and sanitize water fountains.
- 5) Clean and sanitize restroom sinks, commodes, urinals, counters, fixtures, mirrors, and tile floors and walls. Remove fingerprints as needed. Clean and refill paper towels, toilet tissue, and soap dispensers, and air fresheners. Sweep floors. Mop up any spills.
- 6) Clean breakroom sinks, coffee pots, microwaves inside and out, refrigerator inside and out, wipe counters, tables, and chairs, empty trash receptacles.
- 7) Clean and dust chairs and tables in the waiting area.
- 8) Clean and dust all surfaces that do not require moving papers or books i.e., file cabinets, credenzas, window ledges, etc.)
- 9) Clean walls, doorjambs, and light switches of fingerprints etc. as required.
- 10) Keep janitor closets clean.
- 11) Remove trash, shipping boxes, crates etc. from building and place in dumpster.
- 12) Clean outside and inside dumpster area as needed.
- 13) Pick up trash around the entire perimeter of the building.
- 14) Empty exterior trash cans.
- 15) Dust window blinds.

#### **STAFF**

Frances Martinez 40 hours weekly 7:00am – 3:30pm ½ hour lunch - HQ Building Maritza Carrion 40 hours weekly 8:00am – 4:30pm ½ hour lunch - HQ Building Carlos Rodriguez 20 hours weekly 5:00pm – 9:00pm no lunch - HQ Building No name - 5 hours weekly Saturday only 10:00am – 3:00pm - HQ Building Ana Serrano 25 hours weekly 10:00am – 3:00pm- no lunch - Magnolia Building

Frances and Maritza take turns working on Saturdays.

## CONSENT AGENDA ITEM #19

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams //

Director of Procurement

DATE: April 19, 2022

SUBJECT: Approval of Purchase Order to CDW-G, LLC for

Palo Alto Firewall

Board approval is requested to issue a purchase order to CDW-G, LLC in the amount of \$185,825.00 to upgrade CFX's network firewalls and security solutions. This will be a cooperative (piggyback) procurement based on the current Sourcewell 081419-CDW Tech Catalog (081419#CDW) (a cooperative purchasing organization for the public sector), which will allow CFX to take advantage of the competitive rates already negotiated.

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

Reviewed by: Rafael Millan

Rafael Millan

Director of IT

## CONSENT AGENDA ITEM #20

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: April 19, 2022

SUBJECT: Approval of Purchase Order to Control Technologies for

Blyncsy Traffic Detectors

Project No. 599-561

Board approval is requested to issue a purchase order to Control Technologies in the amount of \$299,582.78 to purchase forty-six (46) Blyncsy detectors. Control Technologies has been designated as a single source provider for these services.

This purchase is for the deployment of traffic detectors throughout the system.

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

Reviewed by:

Bryan Momayouni, PE

Director of Intelligent Transportation Systems

Glenn Pressimone, PE

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: March 4, 2021

Vendor Name: Control Technologies

2776 South Financial Court

Sanford, FL 32773

The following is a list of reasons to use Standardization as a basis for pricing with this Vendor:

Control Technologies is the sole source provider for Blyncsy's product and services in the state of Florida. The Blyncsy Pulse Analytic package manufactured by Blyncsy and distributed by Control Technologies provides a cost effective and competitive alternative to the current Travel Time readers deployed on the CFX system. CFX has evaluated the Blyncsy product in comparison with the current Travel Time System hardware. The results of the evaluation were detailed in a report which suggest Standardization is warranted. Deployment of this product can be done through seamless integration and operation within our existing Expressway system and will improve the reliability and maintainable performance of the system.

Control Technologies is the sole source provider for the Blyncsy Pulse Analytic package in the state of Florida. It is recommended to purchase the equipment through Control Technologies.

Bryan Homayouni, P.E.

Manager of Traffic Operations

Signature of Director of Procurement:

Will

3/5/2021

E.

Reports

# E.1.

Chairman's Report

# THERE ARE NO BACKUP MATERIALS FOR THIS ITEM

# E.2.

Treasurer's Report

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: **CFX Board Members** 

FROM: Michael Carlisle, Director of Accounting and Finance

April 22, 2022 DATE:

RE: March 2022 Financial Reports

Attached please find the March 2022 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 MARCH 31, 2022 AND YEAR-TO-DATE

		FY 22 MONTH ACTUAL	FY 22 MONTH BUDGET	Y	FY 22 EAR-TO-DATE ACTUAL	YI	FY 22 EAR-TO-DATE BUDGET	 FY 22 AR-TO-DATE VARIANCE	FY 22 YEAR-TO-DATE % VARIANCE	FY 21 - 22 YEAR-TO-DATE COMPARISON
REVENUES										
TOLLS	\$	55,105,220	\$ 49,244,258	\$	454,227,435	\$	392,468,706	\$ 61,758,729	15.7%	27.0%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	;	544,011	511,479		4,290,009		3,934,799	355,210	9.0%	-14.6%
TRANSPONDER SALES		237,393	78,026		1,570,665		688,495	882,170	128.1%	95.3%
OTHER OPERATING		178,898	132,383		1,344,080		1,066,450	277,630	26.0%	58.1%
INTEREST		582,130	196,704		1,672,184		1,770,340	(98,156)	-5.5%	-79.0%
MISCELLANEOUS		70,245	63,454		604,112		571,088	33,023	5.8%	6.4%
TOTAL REVENUES	\$	56,717,897	\$ 50,226,305	\$	463,708,484	\$	400,499,877	\$ 63,208,607	15.8%	24.4%
O M & A EXPENSES										
OPERATIONS	\$	7,999,904	\$ 6,631,804	\$	50,614,422	\$	50,828,043	\$ 213,621	0.4%	24.7%
MAINTENANCE		1.707.465	2.296.611		10.154.698		11.208.961	1.054.263	9.4%	-9.2%
ADMINISTRATION		787,414	812,687		6,313,055		6,809,435	496,380	7.3%	5.2%
OTHER OPERATING		97,949	222,583		1,246,942		1,502,478	255,536	17.0%	-34.0%
TOTAL O M & A EXPENSES	\$	10,592,732	\$ 9,963,686	\$	68,329,117	\$	70,348,917	\$ 2,019,800	2.9%	14.5%
NET REVENUES BEFORE DEBT SERVICE	\$	46,125,165	\$ 40,262,620	\$	395,379,367	\$	330,150,960	\$ 65,228,407	19.8%	26.3%
COMBINED NET DEBT SERVICE	\$	18,054,633	\$ 18,048,746	\$	162,422,365	\$	162,438,716	\$ 16,351	0.0%	-1.1%
NET REVENUES AFTER DEBT SERVICE	\$	28,070,532	\$ 22,213,873	\$	232,957,003	\$	167,712,244	\$ 65,244,758	38.9%	56.5%

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 2022 FOR THE MONTH ENDING MARCH 31, 2022 AND YEAR-TO-DATE

	FY 2022 ACTUAL	_	FY 2022 BUDGET	\	ARIANCE	FY 22 YEAR-TO-DAT <u>% VARIANCE</u>	
Operations	\$ 50,614,422		\$ 50,828,043	\$	213,621	0.4%	
Maintenance	10,154,698		11,208,961		1,054,263	9.4%	
Administration	6,313,055		6,809,435		496,380	7.3%	
Other Operating	1,246,942	_	1,502,478		255,536	17.0%	
Total O M & A	\$ 68,329,117		\$ 70,348,917	\$	2,019,800	2.9%	
Capital Expenditures							
Operations	\$ 749		\$ 37,500	\$	36,751	98.0%	
Maintenance	1,247		86,000		84,753	98.5%	
Administration		_	20,000		20,000	100.0%	
Total Capital Expenditures	\$ 1,997		\$ 143,500	\$	141,503	98.6%	



# Central Florida Expressway Authority Operations - Comparison of Actual to Budget For the Nine Months Ending March 31, 2022

	YTD	YTD	Budget	Variance
	Actual	Budget	Variance	Percentage
Toll Operations	521,980	582,369	60,389	10.37%
Image Review	10,824,636	9,014,763	(1,809,873)	-20.08%
Special Projects	117,387	197,327	79,940	40.51%
Information Technology E-PASS Service Center Business Relations	3,751,950	4,257,258	505,309	11.87%
	19,703,601	17,858,175	(1,845,426)	-10.33%
	104,998	120,934	15,936	13.18%
Public Outreach/Education Subtotal CFX	2,201,026	2,308,562	107,535	4.66%
	<b>\$37,225,577</b>	<b>\$34,339,388</b>	<b>\$(2,886,189)</b>	- <b>8.40%</b>
Plazas Subtotal Toll Facilities	13,389,594	16,526,155	3,136,561	18.98%
	<b>\$13,389,594</b>	<b>\$16,526,155</b>	<b>\$3,136,561</b>	<b>18.98%</b>
Total Operations Expenses	\$50,615,171	\$50,865,543	\$250,371	0.49%

Data Date: 4/19/2022 Print Date: 4/19/2022 Report Date / Time: 4/19/2022 / 11:09:51AM



# Central Florida Expressway Authority Maintenance - Comparison of Actual to Budget For the Nine Months Ending March 31, 2022

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	2,246,974	2,492,270	245,297	9.84%
Traffic Operations	2,542,724	2,905,933	363,210	12.50%
Routine Maintenance	5,366,248	5,896,758	530,510	9.00%
Total Maintenance Expenses	\$10,155,945	\$11,294,961	\$1,139,016	10.08%

Data Date: 4/19/2022 Print Date: 4/19/2022 Report Date / Time: 4/19/2022 / 11:11:20AM



# Central Florida Expressway Authority Administration - Actual to Budget by Cost Center For the Nine Months Ending March 31, 2022

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	472,233	503,382	31,149	6.19%
Administrative Services	1,647,297	1,752,847	105,550	6.02%
Communications	411,535	640,526	228,991	35.75%
Human Resources	239,928	249,934	10,006	4.00%
Supplier Diversity	213,782	243,834	30,053	12.33%
Accounting	1,248,486	1,275,616	27,130	2.13%
Construction Administration	47,539	52,350	4,811	9.19%
Risk Management	407,601	382,162	(25,439)	-6.66%
Procurement	465,939	499,124	33,185	6.65%
Legal	508,784	532,101	23,317	4.38%
Internal Audit	286,093	303,000	16,908	5.58%
525 Magnolia	40,276	38,465	(1,811)	-4.71%
Engineering	54,955	57,276	2,321	4.05%
Records Management	268,608	298,817	30,209	10.11%
Crand Total Evapones		40.000 /05	A-10.00	
Grand Total Expenses	\$6,313,055	\$6,829,435	\$516,380	<u>7.56%</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 MARCH 31, 2022 AND YEAR-TO-DATE

	FY 22 YEAR-TO-DATE ACTUAL	FY 22 YEAR-TO-DATE BUDGET	FY 22 YEAR-TO-DATE VARIANCE	FY 21 YEAR-TO-DATE ACTUAL	FY 21 YEAR-TO-DATE BUDGET	FY 21 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 454,227,435	\$ 392,468,706	\$ 61,758,729	\$ 357,619,212	\$ 299,500,000	\$ 58,119,212	\$ 3,639,518
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	4,290,009	3,934,799	355,210	5,025,301	5,710,500	(685,199)	1,040,409
TRANSPONDER SALES	1,570,665	688,495	882,170	804,151	678,150	126,001	756,169
OTHER OPERATING	1,344,080	1,066,450	277,630	849,990	1,220,822	(370,832)	648,462
INTEREST	1,672,184	1,770,340	(98,156)	7,947,896	4,549,056	3,398,840	(3,496,996)
MISCELLANEOUS	604,112	571,088	33,023	568,017	557,364	10,653	22,370
TOTAL REVENUES	\$ 463,708,484	\$ 400,499,877	\$ 63,208,607	\$ 372,814,567	\$ 312,215,892	\$ 60,598,675	\$ 2,609,933
O M & A EXPENSES							
OPERATIONS	\$ 50,614,422	\$ 50,828,043	\$ 213,621	\$ 40,595,906	\$ 43,352,644	\$ 2,756,738	\$ (2,543,117)
MAINTENANCE	10,154,698	11,208,961	1,054,263	11,187,304	11,969,583	782,279	271,984
ADMINISTRATION	6,313,055	6,809,435	496,380	6,001,689	6,251,284	249,595	246,785
OTHER OPERATING	1,246,942	1,502,478	255,536	1,888,747	1,827,867	(60,880)	316,416
TOTAL O M & A EXPENSES	\$ 68,329,117	\$ 70,348,917	\$ 2,019,800	\$ 59,673,646	\$ 63,401,378	\$ 3,727,732	\$ (1,707,932)
NET REVENUES BEFORE DEBT SERVICE	\$ 395,379,367	\$ 330,150,960	\$ 65,228,407	\$ 313,140,921	\$ 248,814,514	\$ 64,326,407	\$ 902,001
COMBINED NET DEBT SERVICE	\$ 162,422,365	\$ 162,438,716	\$ 16,351	\$ 164,246,501	\$ 164,347,022	\$ (100,521)	\$ 116,872
NET REVENUES AFTER DEBT SERVICE	\$ 232,957,003	\$ 167,712,244	\$ 65,244,758	\$ 148,894,420	\$ 84,467,492	\$ 64,426,928	\$ 817,831

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR COMPARISON FOR THE MONTH ENDING MARCH 31, 2022 AND YEAR-TO-DATE

	 FY 22 MONTH ACTUAL	 FY 21 FY 21 - 22  MONTH SAME MONTH  ACTUAL COMPARISON		FY 22 FY 21 YEAR-TO-DATE YEAR-TO-DATE ACTUAL ACTUAL		FY 21 - 22 YEAR-TO-DATE COMPARISON				
REVENUES										
TOLLS	\$ 55,105,220	\$ 47,473,767	\$	7,631,453	\$	454,227,435	\$	357,619,212	\$	96,608,224
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	544,011	629,500		(85,489)		4,290,009		5,025,301		(735,292)
TRANSPONDER SALES	237,393	79,100		158,293		1,570,665		804,151		766,514
OTHER OPERATING	178,898	189,014		(10,116)		1,344,080		849,990		494,090
INTEREST	582,130	506,132		75,998		1,672,184		7,947,896		(6,275,712)
MISCELLANEOUS	 70,245	 61,929		8,316		604,112		568,017		36,095
TOTAL REVENUES	\$ 56,717,897	\$ 48,939,442	\$	7,778,454	\$	463,708,484	\$	372,814,567	\$	90,893,918
O M & A EXPENSES										
OPERATIONS	\$ 7,999,904	\$ 5,031,855	\$	2,968,049	\$	50,614,422	\$	40,595,906	\$	10,018,516
MAINTENANCE	1,707,465	1,949,527		(242,062)		10,154,698		11,187,304		(1,032,606)
ADMINISTRATION	787,414	685,063		102,351		6,313,055		6,001,689		311,366
OTHER OPERATING	97,949	228,483		(130,534)		1,246,942	_	1,888,747		(641,805)
TOTAL O M & A EXPENSES	\$ 10,592,732	\$ 7,894,928	\$	2,697,804	\$	68,329,117	\$	59,673,646	\$	8,655,471
NET REVENUES BEFORE DEBT SERVICE	\$ 46,125,165	\$ 41,044,514	\$	5,080,650	\$	395,379,367	\$	313,140,921	\$	82,238,447
COMBINED NET DEBT SERVICE	\$ 18,054,633	\$ 18,240,647	\$	(186,014)	\$	162,422,365	\$	164,246,501	\$	(1,824,136)
NET REVENUES AFTER DEBT SERVICE	\$ 28,070,532	\$ 22,803,867	\$	5,266,664	\$	232,957,003	\$	148,894,420	\$	84,062,583

# E.3.

**Executive Director's Report** 

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### Executive Director Report May 2022

#### PROJECT DEVELOPMENT

#### Osceola Parkway Extension

On April 20, the Florida Communities Trust unanimously approved Osceola and Orange Counties' request to modify the Split Oak Forest management plan to allow for the construction of the Osceola Parkway Extension.

The overall plan for the Expressway easement includes a donation of 968 acres of conservation land in Orange County and 582 acres of conservation land in Osceola County, totaling 1,550 acres of additional conservation land generally to the east of Split Oak.

The Florida Communities Trust approval was contingent on the following:

- Counties must advise if they will accept title to the 1,550 acres of donated land.
- Counties must provide a survey, environmental site assessment, and title work for the 1.550 acres of donated land.
- Counties must describe how the 1,550 acres site will be managed and by whom.
- Counties should provide a revised management plan to account for the linear facility and incorporating the additional property into the Split Oak project to FCT.
- Counties need to provide draft easements for the 60- and 100-acre parcels proposed for impacts.
- Osceola County should provide documentation to FCT that it has satisfied its outstanding mortgage.
- Counties must obtain release of easements held by FWCC and SFWMD that are not consistent with the expansion of the OPE.

Osceola County has taken the lead in next steps by commissioning a survey and site assessment for the donated lands. The donated lands are currently being held in escrow.

Background: In December 2019, after careful and extensive consideration of routes for CFX's Osceola Parkway Extension, the Split Oak Minimization Alternative was chosen as the preferred route, which included 1.3 miles of the proposed Expressway crossing through Osceola County's southern corner of Split Oak. The 1,689-acre area known as the Split Oak Forest Wildlife and Environmental Area was created via a Grant Award Agreement dated March 29, 1994 among Osceola County, Orange County, and the Florida Communities Trust.

#### **COMMUNITY PARTNERSHIPS**

#### 2022 Florida Trails Summit

The Florida Department of Transportation, Office of Greenways and Trails, sponsored a Florida Trails Summit in Debary, Florida on April 21 and 22. I joined many people from across Florida to learn more about exemplary trail management, the Florida Trail Town Program and the Florida Greenways and Trails System Plan and Maps. The System Plan identifies trail gaps that require support and funding to connect trail systems across the state.

#### Orange County Public Schools (OCPS)

CFX hosted Learning Days for 42 Orange County students from 22 high schools on April 21. (The itinerary for the day is attached.) CFX sincerely thanks Orange County Public Schools, BEEP, Tavistock, UCF, and the tour sponsors Atkins, Dewberry, and Quest for their involvement and support. CFX staff assisting with the tour include Brian Hutchings, Taylor Williams, Bryan Homayouni, Dana Chester, Angela Melton, David Falk, Sheri Gibson-Taylor, Rita Moore, George Coello, and Gabriela Rivera.

#### **SAFETY**

#### CFX Wrong Way Driving Program

A UCF research team has been honored by a national transportation advisory board for their work on CFX's wrong-way driving program. The team, which includes UCF College of Engineering and Computer Science Professor Haitham Al-Deek and postdoctoral researcher Adrian Sandt will be honored at the 2022 Midyear Committee Meeting held in Vienna, Austria this summer. They will receive the physical Best Young Professional Paper Award from the Transportation Research Board during the board's annual meeting held in January 2023 in Washington, D.C.

#### MEETINGS AND PRESENTATIONS

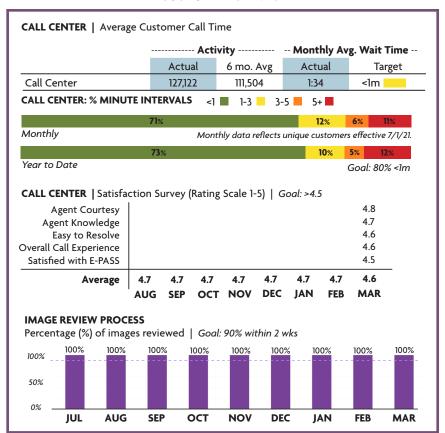
April 15 April 15 April 18	South Lake County Chamber of Commerce Presentation ASPIRE Center EAB Leadership Wekiya River Basin Commission
April 18	Orlando Economic Partnership Transportation Roundtable
April 19	I-4 Ultimate Public Information Coordination
April 20	Florida Communities Trust
April 21	Electric Vehicle Pilot Project Working Group
April 21	Orange County Public Schools STEM Field Trip to CFX/BEEP/UCF
April 22	I-4 Ultimate Agency Coordination
April 22	Florida Trails Summit
April 26	City of Orlando- Boone Avenue Opening
April 26	American Society of Highway Engineers Central Florida
May 3	I-4 Ultimate Public Information Coordination
May 5	IBTTA Finance Subcommittee
May 6	ASPIRE Executive Advisory Board
May 6	I-4 Ultimate Agency Coordination



#### PERFORMANCE DASHBOARD **MARCH 2022**

Fiscal year runs from July 1 - June 30

#### **CUSTOMER SERVICE**

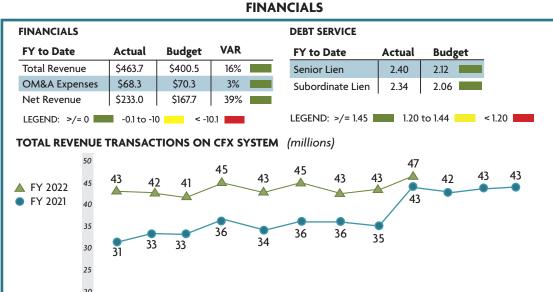


#### **RELOAD CUSTOMER SERVICE LANE ACTIVITY**

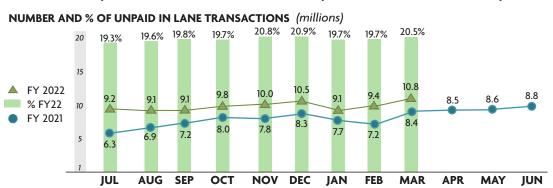


#### PROGRESS OF MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent (millions)	% Time	% Spent	VAR	Contract Completion Date
SR 528 / SR 436 Interchange Improvements	\$107.9	\$103.8	66%	96%		Feb. 2023
SR 538 Widening, Ronald Reagan Pkwy to Cypress Pkwy	\$94.4	\$61.2	48%	65%		Aug. 2023
SR 417 Widening, International Dr. to John Young Pwky	\$81.8	\$32.9	47%	40%		Aug. 2023
SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$117.4	\$40.3	41%	34%		Nov. 2023
SR 417 Widening, Landstar to Boggy Creek Rd.	\$77.9	\$23.4	30%	30%		Dec. 2023
SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$61.8	\$6.3	14%	10%		Dec. 2023
SR 417 Widening, Narcoossee Rd. to SR 528	\$92.3	\$16.8	26%	18%		Feb. 2024
SR 429 Widening, FTE to West Rd.	\$178.0	\$7.0	9%	4%		Feb. 2025
SR 429 Widening, West Rd. to SR 414	\$127.2	\$0.5	0%	0.4%		Dec. 2024
LEGEND: % Time - % Spent ≤ 10 11-20 ≥	21					



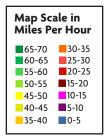
#### JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC





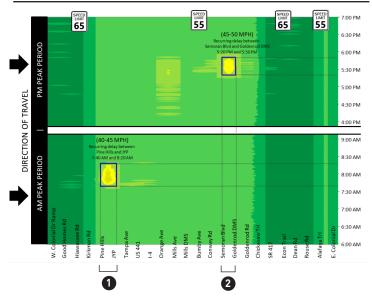
#### TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update January - March 2022



### **408**

#### SR 408 Eastbound

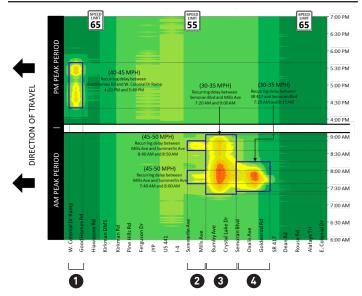


#### **Projects:**

- 1. (AM) Monitoring monthly friction due to transition from 4 lanes to 3 lanes between *Kirkman Road* and *Ortman Drive*.
- 2. (PM) Monitoring monthly friction due to transition from 5 lanes to 4 lanes through the Conway Mainline toll plaza area.

## TOLL S

#### SR 408 Westbound

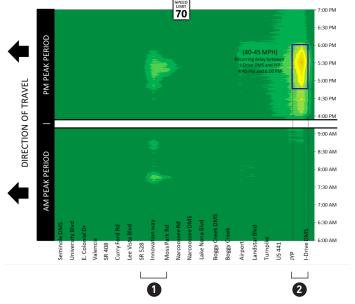


#### **Projects:**

- 1. (PM) Monitoring monthly SR 408 Westbound transitions from 3 to 2 lanes at the jurisdictional limit with *Florida's Turnpike Enterprise* west of *Colonial Drive* ramps.
- Construction underway widen the SR 408 mainline through the *I-4 interchange* part of *I-4* Ultimate. Complete early 2022.
- 3. (AM) Monitoring monthly friction due to westbound SR 408 transitioning from 5 lanes to 4 lanes between *Crystal Lake Drive* and *Bumby Avenue*.
- (AM) Monitoring monthly friction due to westbound SR 408 transitioning back to 4 lanes following lane drops of westbound entrance ramps from *Chickasaw Trail* and *Goldenrod Road*.



#### SR 417 Northbound

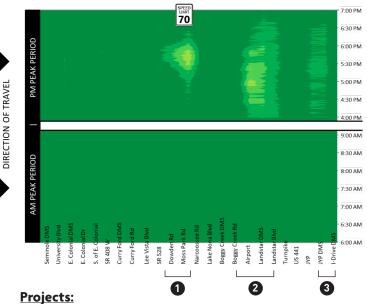


#### Projects:

- Construction underway minor congestion reported, widen SR 417 from Narcoossee Rd to SR 528. Construction completion 2023.
- (PM) Construction underway minor congestion reported, widen SR 417 from *International Drive* to *John Young Parkway*. Construction completion 2023.



#### SR 417 Southbound



#### Projects:

- 1. (PM) Construction underway minor congestion reported, widen SR 417 from *Narcoosee Rd* to *SR 528*. Construction completion 2023.
- 2. (PM) Construction underway minor congestion reported, widen SR 417 from *Landstar Blvd* to *Boggy Creek Rd*. Construction completion 2023.
- 3. (PM) Construction underway minor congestion reported, widen SR 417 from *International Drive* to *John Young Parkway*. Construction completion 2023.

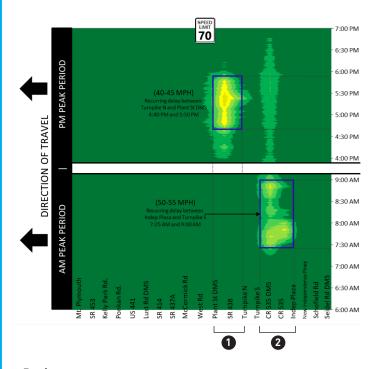


#### TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update January - March 2022



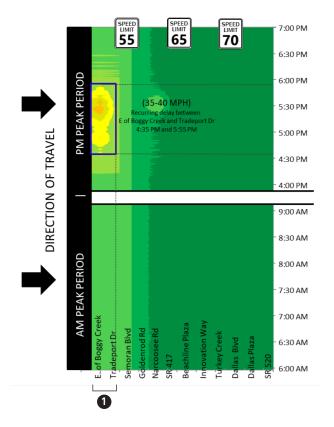






- (PM) Construction underway widen SR 429 from Florida's Turnpike to West Road. Construction completion 2024.
- Design underway minor congestion reported, widen SR 429 from CR 535 to Florida's Turnpike. Construction completion 2024.

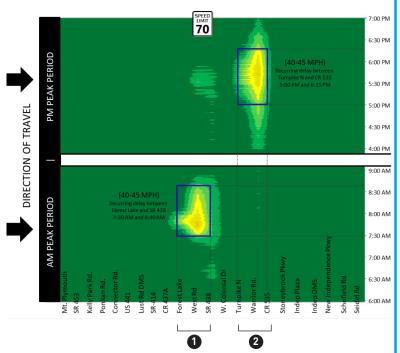




#### **Projects:**

1. (PM) Construction underway – widen SR 528 from Semoran Boulevard to Goldenrod Road. Construction completion 2022.

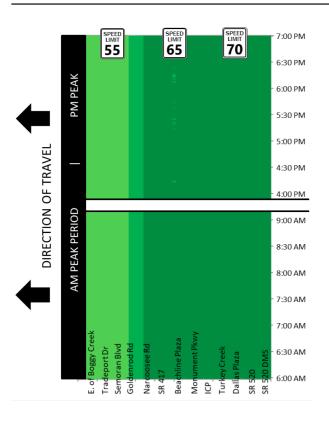




#### **Projects:**

- Construction underway widen SR 429 from Florida's Turnpike to West Road. Construction completion 2024.
- (PM) Design underway minor congestion reported, widen SR 429 from CR 535 to Florida's Turnpike. Construction completion 2024.





#### **Projects:**

No peak hour congestion reported.







CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# OCPS-CFX STEM Program Field Trip

When: April 21, 2022

**What:** Learn more about Autonomous Mobility Solutions in the Central Florida Area!



### Orange County Public Schools (OCPS) STEM Hands-On Learning Opportunities at the Central Florida Expressway Authority (CFX)



#### **Intelligent Transportation Systems and Autonomous Vehicles**

#### The Transportation of the Future Here Today

### Agenda Thursday, April 21, 2022

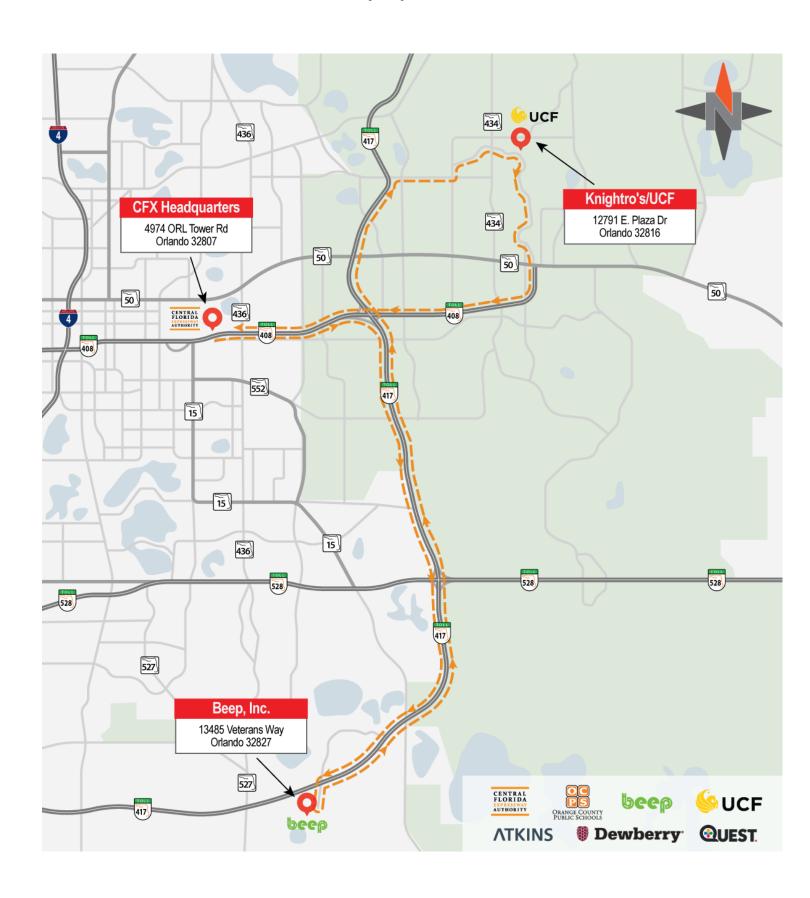
- I. Arrival (8:00 a.m. 8:30 a.m.)
  - Tour attendees arrive at CFX Headquarters (HQ)
    - Location: 4974 ORL Tower Road, Orlando FL 32807
  - o CFX HQ Board Room for breakfast and introductions.
- II. Central Florida Expressway Authority (8:30 a.m. 9:00 a.m.)
  - Introductions and Brief Agency History
  - o Connected and Automated Vehicles Overview
- III. BEEP Autonomous Shuttle Tour (9:30 a.m. 11:00 a.m.)
  - Welcome to BEEP
    - Location: BEEP HQ Office and Innovation Lab
  - Group Break Out Sessions
    - > Station 1: Shuttle Station
    - Location: Outside of BEEP HQ entrance
      - > Station 2: BEEP Command Center (BCC) Station
    - Location: BEEP HQ Boardroom
      - > Station 3: Maintenance
    - Location: Lake Nona Town Center Parking Garage (1st Floor)
      - > Station 4: Human Resources (HR) and Recruiting
    - Location: BEEP Innovation Lab
  - Lake Nona Mobility Planning Presentation
    - Location: BEEP Innovation Lab
  - Trivia and Q&A
    - Location: BEEP Innovation Lab
- IV. UCF Tour (11:40 a.m. 2:00 p.m.)
  - Lunch at Knightro's on UCF campus
  - Transportation to UCF Shuttle Station (Parking Garage C)
  - Careers and Coursework in STEM
    - Location: L3 Harris Engineering Center (HEC), Room 101
  - o Background on UCF's Intelligent Transportation Systems Effort
    - Location: L3 Harris Engineering Center (HEC), Room 101
- V. Arrive back at CFX (2:30 p.m.)



### Orange County Public Schools (OCPS) STEM Hands-On Learning Opportunities at the Central Florida Expressway Authority (CFX)



#### Thursday, April 21, 2022



# **F.**Regular Agenda Items

# F. 1.

#### Maurice "Mo" Pearson Professional Experience

#### **Experience**

29 years of experience in ecological sciences

#### **Education**

M.A., Organizational Management, University of Phoenix, 2000

B.S., Biology, University of Central Florida, 1993

#### **Professional Affiliations**

- Authorized Gopher Tortoise Agent #GTA-09-00297E
- Acquisition & Restoration Council – Gubernatorial Appointment (2012-2019)
- Served on Governor Elect DeSantis-Nuñez Transition Environmental Advisory Committee Member
- Orange County Code Enforcement Board – Member (Chairman)
- Florida Wildlife Corridor Foundation – Board Member

Maurice "Mo" Pearson 5014 Natalie Street Orlando, FL 32807

Mobile 407.257.7312

mo@mopearson.com

#### **Principal Scientist**

Montrose Environmental Group, 1/4/2021 to Present

In January 2021, MSE Group was acquired by Montrose Environmental Group, a publicly traded company.

- Lead team of ecologists and biologist in work product execution and senior review of documents.
- Business development in meeting corporate goals and initiatives.
- Execute field work for wetlands and protected species consideration.

#### <u>Vice President/Principal-In-Charge Ecological and Natural Resource</u> MSE Group, LLC 1/1/2017 to 1/4/2021

In December 2017, 3E Consultants, Inc. was acquired by MSE Group, LLC.

- Management, business development, billing, project management and office administration.
- Corporate strategic planning.
- Lead team of ecologists and biologist in work development and execution, in exceeding client expectations.

#### President/Principal-In-Charge Ecological Services

3E Consultants, Inc., Orlando, Florida 1/2006 to 12/31/2016

- Management, business development, billing, project management and office administration.
- Corporate strategic planning and goals development and execution.
- Wetland delineation and wildlife habitat evaluations.
- Conduct environmental site assessments prior to land development. Duties include wetland delineation and wildlife habitat evaluation for threatened and/or endangered species.
- Prepare environmental site assessment reports for Environmental Resource Permits (Water Management Districts), Conservation Area Impact Permits (Orange County) and Section 404 Permits (U.S. Army Corps of Engineer).
- Coordinate document preparation and processing for various federal, state and local government permits.

#### **Manager of Environmental Services**

Dewberry (f/k/a Bowyer-Singleton & Associates, Inc.), Orlando, Florida 5/2003 to 12/2005.

 Manage workload and project priorities for staff of four (4). Responsibilities included coordination with clients, project managers and sub-consultants for various environmental aspects of each project.

- Prepare staff schedules, staff hour projections and client marketing services.
- Conduct environmental site assessments prior to land development. Duties include wetland delineation and wildlife habitat evaluation for threatened and/or endangered species.
- Prepare environmental site assessment reports for Environmental Resource Permits (Water Management Districts), Conservation Area Impact Permits (Orange County) and Section 404 Permits (U.S. Army Corps of Engineer).
- Coordinate document preparation and processing for various federal, state, and local government permits.

#### **Manager of Ecological Services**

Resource Environmental Solutions (f/k/a E Sciences, Inc.), Orlando, Florida 3/2002 to 5/2003.

- Manage workload and project priorities for staff of three (3). Responsibilities included coordination with clients, project managers and sub-consultants for various biological aspects of each project.
- Conduct environmental site assessments prior to land development. Duties include wetland delineation and wildlife habitat evaluation for threatened and/or endangered species.
- Prepare environmental site assessment reports for Environmental Resource Permits (Water Management Districts), Conservation Area Impact Permits (Orange County) and Section 404 Permits (U.S. Army Corps of Engineer).
- Coordinate document preparation and processing for various federal, state and local government permits.

#### **Environmental Scientist**

Dewberry (f/k/a Bowyer-Singleton & Associates, Inc.), Orlando, Florida 1/1999 to 2/2002.

- Conduct environmental site assessments prior to land development. Duties include wetland delineation and wildlife habitat evaluation for threatened and/or endangered species.
- Prepare environmental site assessment reports for Environmental Resource Permits (Water Management Districts), Conservation Area Impact Permits (Orange County) and Section 404 Permits (U.S. Army Corps of Engineer).
- Coordinate document preparation and processing for various federal, state and local government permits.

Maurice Pearson

#### **Environmental Specialist II**

St. Johns River Water Management District, Orlando Service Center, Florida, 4/1997 to 1/1999.

- Review storm water permits applications, 40C-4, 40C-40, Wetland Resource Management and Environmental Resource Management.
- Conduct pre-application meetings with consultants, to discuss permit determinations and review wetland boundaries; prepare biological field reports; request additional information as needed; and prepare technical staff reports with recommendations for Governing Board action.
- Review permit compliance for surface water permits; perform site inspections during and upon completion of job construction.

#### **Biological Scientist II**

Florida Game & Fresh Water Fish Commission, Ocala, Florida, 4/1993 to 4/1997.

- Identification and management of endangered species such as, Florida scrub jay, Florida scrub lizard and red-cockaded woodpeckers. Accomplish plan objectives, such as control burns, wildlife population census of whitetailed deer, wild turkey, and feral hogs.
- Prepare, edit and review of reports, correspondence and forms required for project administration. Disseminate information on wildlife management, environmental awareness and related subjects to civil groups and students.

#### **Outside the Office**

Mo, his wife, Ileana, and daughter Megan are natives of Orange County, Florida. They are active supporters of Choices Women's Clinic and Florida Wildlife Corridor Foundation, both nonprofit organizations. On weekends, Mo and his family can be found volunteering at one of many charitable organizations or playing at a local beach.

# F. 2.

Resolution #	
Resolution of Support	

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY RESOLUTION OF SUPPORT

The Central Florida Expressway Authority ("CFX"), an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, hereby adopts this Resolution of Support on May 12, 2022 to increase the protection of conservation lands within the Central Florida region.

WHEREAS, the 1,689 acre area known as the Split Oak Forest Wildlife and Environmental Area ("Split Oak") was created via a Grant Award Agreement dated March 29, 1994 among Osceola County, Orange County, and the Florida Communities Trust ("FCT"); and

WHEREAS, the Grant Award Agreement provides that Split Oak is managed for "the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of Split Oak"; and

WHEREAS, the Florida Fish and Wildlife management plan for Split Oak includes goals of maintaining, designing, and developing miles of designated trails and undesignated trails within Split Oak and linking such trails with adjacent public areas, including trails for the Florida National Scenic Trail; and

WHEREAS, after careful and extensive consideration of routes for CFX's Osceola Parkway Extension ("Expressway"), the Split Oak Minimization Alternative was chosen as the preferred route, which includes 1.3 miles of the proposed Expressway crossing through Osceola County's southern corner of Split Oak; and

WHEREAS, the overall plan for the Expressway easement includes a donation of approximately 968 additional acres of conservation land in Orange County and 582 additional acres of conservation land in Osceola County, totaling approximately 1,550 acres of additional conservation land generally to the east of Split Oak; and

WHEREAS, this additional 1,550 acres of donated land provides more connectivity to existing preservation lands and helps provide a buffer for Split Oak and other contiguous conservation land; and

WHEREAS, on April 20, 2022, the FCT approved Orange and Osceola Counties request to modify the Split Oak Management Plan to allow for CFX's proposed Expressway; and

WHEREAS, CFX agrees to set up and fund an escrow account to finance the restoration and 30 years of maintenance for the 1,550 acres of donated land to help ensure the success of the restoration of the donated land; and

Resolution #	
Resolution of Support	

WHEREAS, CFX supports granting a conservation and preservation easement across Split Oak and the 1,550 acres of donated land; and

WHEREAS, CFX supports granting an easement to the Florida National Scenic Trail within Split Oak and the 1,550 acres of donated land to support the mission of developing, maintaining, protecting, and promoting a network of hiking trails throughout the state; and

WHEREAS, CFX supports restricting the ability to widen the easement for the Expressway after the initial construction of the Expressway; and

WHEREAS, CFX supports the creation of wildlife crossings and is committed to working with Florida Wildlife Corridors to provide for large wildlife crossings under the Expressway in Split Oak; and

WHEREAS, CFX recognizes the importance for the periodic prescribed burns for conservation and preservation and supports alerting the traveling public of such activities.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

- CFX will not request a widening of the easement after the initial construction of the Expressway.
- CFX supports granting a conservation and preservation easement across Split Oak and the 1,550 acres of donated land to a qualified land conservancy organization.
- CFX agrees to fund restoration to meet the criteria identified in an independent management plan and will fund the maintenance for a 30-year period for the 1,550 acres of donated land. Restoration and maintenance costs is estimated to be approximately +/-\$13 million net present value.
- CFX supports the efforts of Florida Fish and Wildlife and other land management agencies to assure that gopher tortoise mitigation easement areas within the 160 acres impacted by the Osceola Expressway Extension project are replaced with areas suitable for gopher tortoise habitat contiguous to and linked in a corridor to Split Oak.
- CFX supports the grant of an easement to the Florida Trail Association to promote, develop and maintain a network of hiking trails through Split Oak and the 1,550 acres of donated land.
- CFX agrees to provide substantial wildlife crossings along the 1.3 mile Expressway through Split Oak in Osceola County; using the Wekiva Parkway wildlife crossings as a model for this project.

Resolution	#
Resolution	of Support

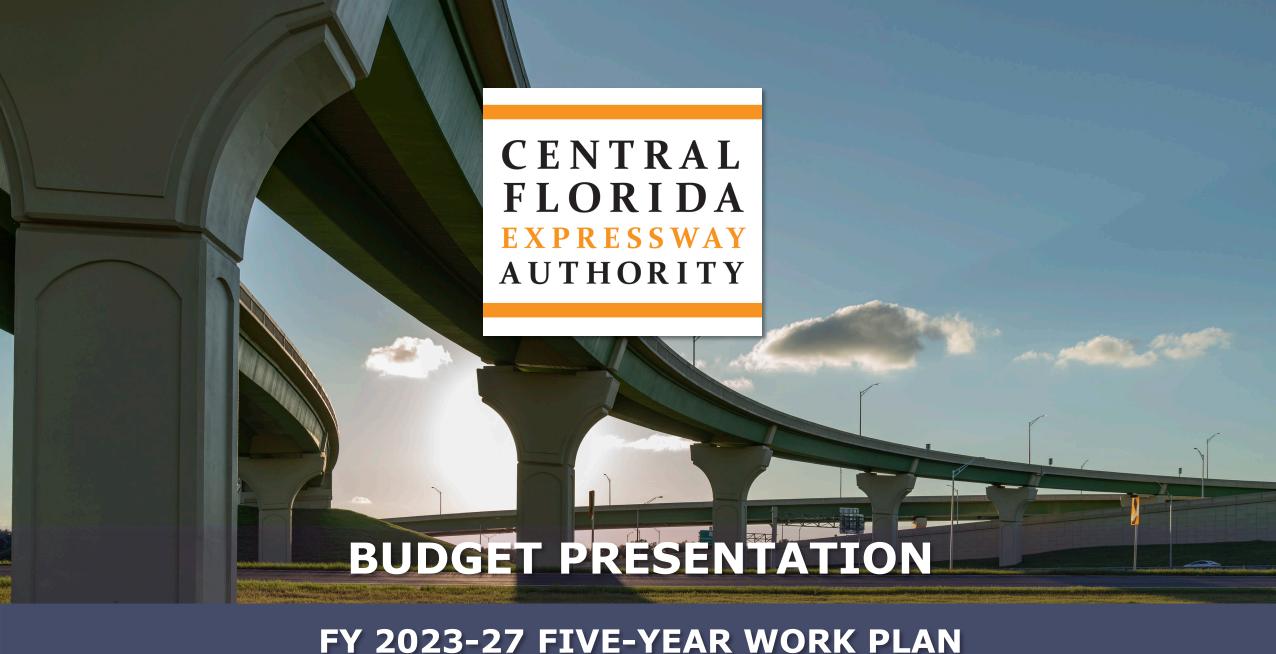
- CFX will advocate for the expansion of wildlife corridors to provide more wildlife connectivity to other preservation lands in the area based on the 2021 Florida Ecological Greenways Network.
- CFX will erect appropriate signage and warning signals along the expressway for the periodic prescribed burns necessary for the conservation and preservation of Split Oak and will coordinate with the appropriate agencies to alert the traveling public of prescribed burns in the area when necessary.

This Resolution was approved and adopted by the Central Florida Expressway Authority on May 12, 2022.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

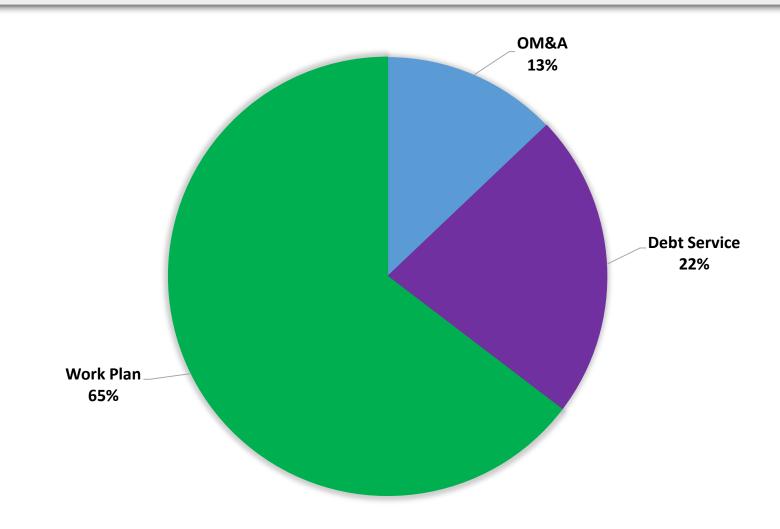
		EXP	RESSWAY AUTHORITY
		By: <sub>-</sub>	Sean Parks, Chairman
			Sean Parks, Chairman
ATT	EST:		
By: _			_
	Mimi Lamaute Board Services Coordinato	r	
		the Central	as to form and legality by legal counsel to I Florida Expressway Authority on this of May 2022 for its exclusive use and
		By: Dieg Gene	o "Woody" Rodriguez eral Counsel

# F. 3.



FY 2023-27 FIVE-YEAR WORK PLAN
FY 2023 OPERATIONS, MAINTENANCE & ADMINISTRATION

# **Budget for Fiscal Year 2023**



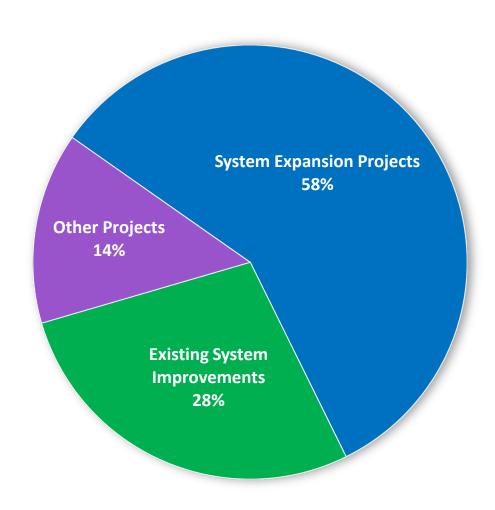


## FY 2023-2027 Work Plan

Project Cost Summary (\$000's)		Fiscal Year							
Category	2022/23	2023/24	2024/25	2025/26	2026/27	Totals			
Existing System Improvements	453,933	303,515	182,331	116,036	62,138	1,117,953			
System Expansion Projects	76,007	313,884	551,582	747,958	644,941	2,334,372			
Interchange Projects	11,743	28,891	47,408	71,840	80,070	239,952			
Facilities Projects	15,023	14,278	18,949	10,210	8,850	67,310			
Transportation Technology Projects	10,506	17,943	3,743	1,291	4,471	37,954			
Information Technology Projects	29,050	10,206	13,203	2,420	2,420	57,299			
Signing and Pavement Markings	9,570	13,087	2,011	4,211	2,529	31,408			
Renewal and Replacement Projects	30,101	31,898	12,983	21,930	34,059	130,971			
Landscape & Hardscape Projects	80	1,463	1,418	109	1,478	4,548			
Non-System Projects	24	350	252	3,104	171	3,901			
TOTALS	636,037	735,515	833,880	979,109	841,127	4,025,668			



# **Work Plan Funding Distribution**





# **LEGEND** 429-153 -528-161-528

# Ongoing Widening Projects

# Capacity Improvements \$1.06 Billion

### 60 Miles of Widenings

- SR 408 = 3 miles
- SR 417 = 22 miles
- SR 429 = 18 miles
- SR 528 = 10 miles
- SR 538 = 7 miles



Major Expansion Projects \$2.3 Billion

SR 538 Poinciana Parkway Extension

SR 516 Lake/Orange Expressway

SR 534 Phase I

SR 414 Expressway Extension



# Major Interchange Projects \$239.4 Million

SR 408 / Tampa Avenue

SR 408 / Orange Blossom Trail

SR 429 / Binion Road

SR 528 / Dallas Boulevard



# Additional Project Investments

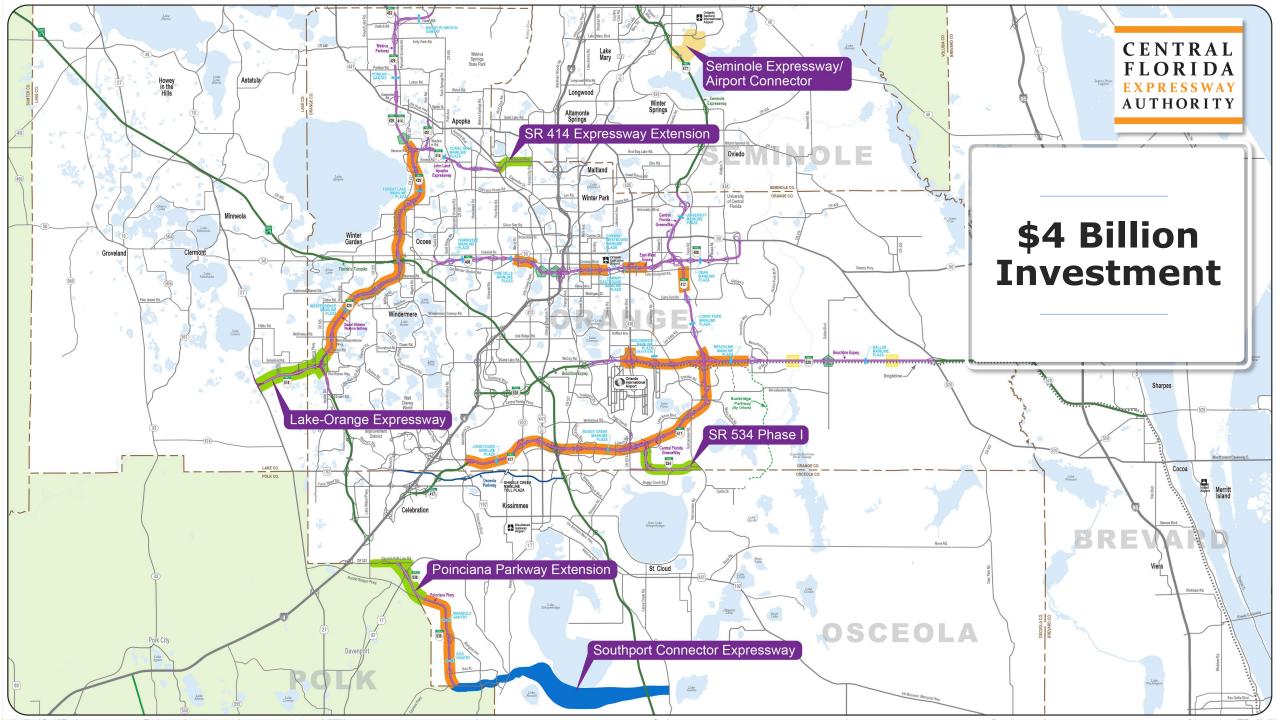
Milling and Resurfacing → \$88.6 MM

Sustainability Program → \$25.2 MM

Toll Collection System Upgrade → \$14.9 MM

Guide Sign Replacements → \$9.8 MM





# Revenues

	FY 2022 Budget	FY 2022 Projected	FY 2023 Budget	% Change Over	% Change Over
		<u>Year End</u>		Projected Year End	FY 22 Budget
Tolls	\$445,400,000	\$484,000,000	\$508,500,000	5%	14%
Tolls – Pay By Plate	85,900,000	116,000,000	103,600,000	-11%	21%
Fees	5,555,000	6,139,600	6,855,000	12%	23%
Transponder Sales	929,087	2,018,017	1,963,246	-3%	111%
Other Operating	1,588,600	1,605,101	1,757,584	9%	11%
Interest	2,360,453	1,767,344	2,362,077	34%	0%
Miscellaneous	763,039	765,599	809,070	6%	6%
Total Revenues	\$542,496,179	\$612,295,661	\$625,846,977	2%	15%



# **Debt Service Ratio**

	FY 2022 Budget	FY 2022 Projected	FY 2023 Budgeted
		<u>Year End</u>	
Total Revenues	\$542,496,179	\$612,295,661	\$625,846,977
Total Expenses	109,161,484	104,999,153	126,319,657
OM&A Reserve Deposits	1,093,503	1,093,503	2,144,771
FDOT Advances	(7,923,177)	(6,689,603)	(7,782,132)
Net Revenues	\$440,164,369	\$512,892,608	\$505,164,681
Senior Debt Service Payments	\$207,684,787	\$207,684,787	\$209,978,477
Senior Debt Service Ratio	2.12	2.47	2.41





	FY 2022 Budget	FY 2022 Projected Year End	FY 2023 Budget	% Change Over Projected Year End	% Change Over FY 22 Budget
Operations	\$76,157,368	\$73,910,691	\$86,081,794	16%	13%
Maintenance	\$20,552,953	\$19,276,845	\$25,897,775	34%	26%
Administration	\$9,798,174	\$9,428,296	\$11,451,099*	21%	17%
Other Operating	\$2,652,989	\$2,383,321	\$2,888,989	21%	9%
Total Expenses	\$109,161,484	\$104,999,153	\$126,319,657	20%	16%

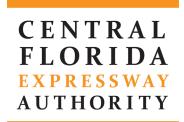
<sup>\*</sup> Administration adjustment of \$121,361 after board workshop. Overall percentage increase did not change.





# Goldenrod Road Extension Non-System Project

- Toll revenue budget \$2,060,000
- Total operations and maintenance expense budget - \$455,029









# Capital Planning Model Results



#### **Requires additional debt**

Approximately \$2.5 billion (FY24, FY25, FY26, FY27)

Approximately 57% of project expenditures over the 5 yr period



#### **Modeling updated**

New bonds are issued

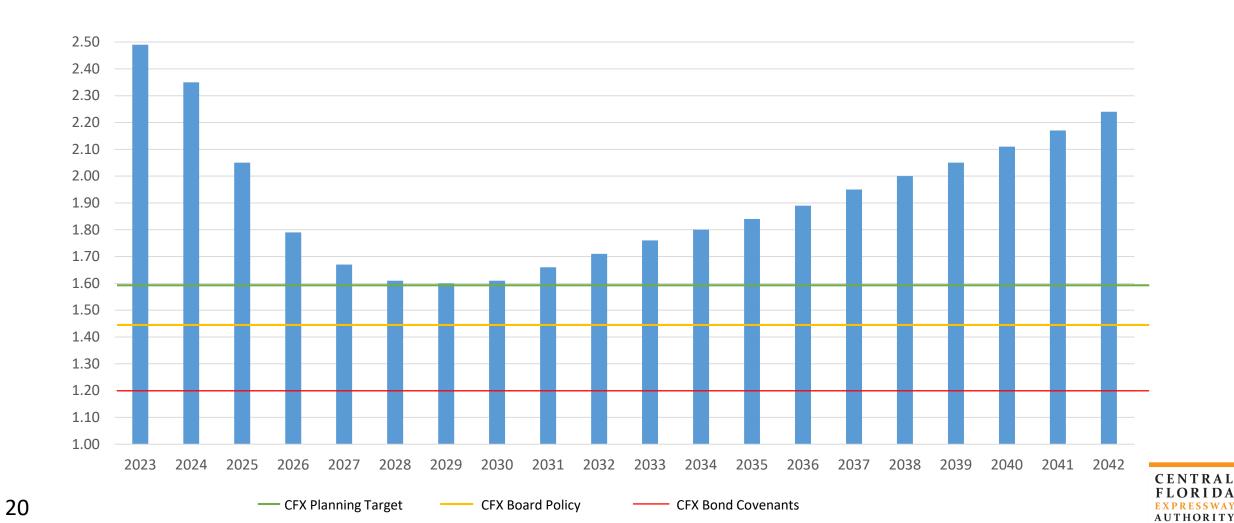
New major assumptions



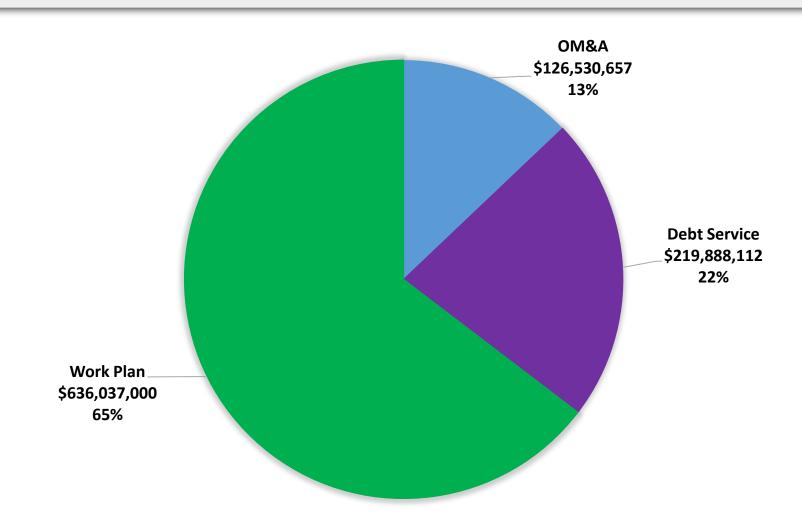
Debt coverage ratio meets 1.60 planning target



# **Projected Senior Lien Coverage Ratio**



# **Budget for FY 2023**





# **Recommended Motion**

Approval of Budget, Fiscal Years 2023-2027 Five-Year Work Plan and Fiscal Year 2023 Operations, Maintenance and Administration.







# Central Florida Expressway Authority Calculation of the Composite Debt Service Ratio, as Defined by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Budget 2022	Projected 2022	Budget 2023	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$445,400,000	\$484,000,000	\$ 508,500,000	\$63,100,000	5%	14%
Tolls - Pay By Plate	85,900,000	116,000,000	103,600,000	17,700,000	-11%	
Fees Collected via Pay by Plate and UTC's	5,555,000	6,139,600	6,855,000	1,300,000	12%	23%
Transponder sales	929,087	2,018,017	1,963,246	1,034,159	-3%	
Other Operating	1,588,600	1,605,101	1,757,584	168,984	9%	
Interest	2,360,453	1,767,344	2,362,077	1,624	34%	
Miscellaneous	763,039	765,599	809,070	46,031	6%	
Total revenues	542,496,179	612,295,661	625,846,977	83,350,798	2%	
Expenses:						
Operations	76,157,368	73,910,691	86,081,794	9,924,426	16%	13%
Maintenance	20,552,953	19,276,845	25,897,775	5,344,822	34%	26%
Administrative	9,798,174	9,428,296	11,451,099	1,652,925	21%	17%
Other Operating	2,652,989	2,383,321	2,888,989	236,000	21%	9%
Total expenses	109,161,484	104,999,153	126,319,657	17,158,173	20%	16%
Add deposits into OMA reserve Less advances for operations and maintenance	1,093,503	1,093,503	2,144,771	1,051,268		
expenses received from the FDOT	(7,923,177)	(6,689,603)	(7,782,132)	141,045	16%	-2%
Total Expenses and Deposits	102,331,810	99,403,053	120,682,296	18,350,486	21%	18%
Net revenues, as defined, plus payments received from the FDOT	440,164,369	512,892,608	505,164,681	65,000,312	-2%	15%
Senior debt service payments*	207,684,787	207,684,787	209,978,477	2,293,690	1%	1%
Subordinate debt service payments	5,745,779	5,745,779	10,189,686	4,443,907	77%	77%
Total debt payments plus FDOT repayments	213,430,566	213,430,566	220,168,163	6,737,597	3%	3%
Subordinate debt service ratio of net revenues to total debt payment	2.06	2.40	2.29	0.23	-5%	11%
Senior debt service ratio of net revenues to debt service	2.12	2.47	2.41	0.29	-3%	14%

<sup>\*</sup> Per Bond Resolution Calculation.



# Central Florida Expressway Authority Budgeted Flow of Funds - Including Subordinate Payments On a Cash Flow Basis

	Budget 2022	Projected 2022	Budget 2023	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget	
Revenues:							
Tolls	\$445,400,000	\$ 484,000,000	\$ 508,500,000	\$63,100,000	5%	14%	
Tolls - Pay By Plate	85,900,000	116,000,000	103,600,000	17,700,000	-11%	21%	
Fees Collected via Pay by Plate and UTC's	5,555,000	6,139,600	6,855,000	1,300,000	12%	23%	
Transponder sales	929,087	2,018,017	1,963,246	1,034,159	-3%	111%	
Other Operating	1,588,600	1,605,101	1,757,584	168,984	9%	11%	
Interest	2,360,453	1,767,344	2,362,077	1,624	34%	0%	
Miscellaneous	763,039	765,599	809,070	46,031	6%	6%	
Total revenues	542,496,179	612,295,661	625,846,977	83,350,798	2%	15%	
Expenses:							
Operations	76,157,368	73,910,691	86,081,794	9,924,426	16%	13%	
Maintenance	20,552,953	19,276,845	25,897,775	5,344,822	34%	26%	
Administrative	9,798,174	9,428,296	11,451,099	1,652,925	21%	17%	
Other Operating	2,652,989	2,383,321	2,888,989	236,000	21%	9%	
Total expenses	109,161,484	104,999,153	126,319,657	17,158,173	20%	16%	
Debt service payments	211,204,787	211,204,787	209,209,668	(1,995,119)	-1%	-1%	
Subordinate debt service payments	5,745,779	5,745,779	10,678,444	4,932,664.5	86%	86%	
Renewal and Replacement Reserve	47,000,000	36,000,000	9,000,000	(38,000,000)	-75%	-81%	
OM&A Capital Expenditures & Projects	251,000	146,900	211,000	(40,000)	44%	-16%	
Net Available for System Projects	\$169,133,129	\$254,199,042	\$270,428,209	\$101,295,080	6%	60%	



#### Central Florida Expressway Authority All Activities - Total By Line Item

	Budget 2022	Projected 2022	Budget 2023	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 7,609,798	\$ 7,193,813	\$ 9,119,962	\$ 1,510,164	27%	20%
Social Security and Medicare	542,666	504,395	639,830	97,164	27%	18%
Retirement Contributions -FRS	1,103,794	1,018,685	1,330,120	226,326	31%	21%
Life and Health Insurance	1,938,328	1,573,867	2,181,035	242,707	39%	13%
State Assessment	18,439	17,553	21,048	2,609	20%	14%
Workers' Compensation	67,970	53,147	73,113	5,143	38%	8%
Total Salaries & Benefits	11,280,995	10,361,460	13,365,108	2,084,113	29%	18%
OTHER						
Cost Of Transponders Sold - Sticker	1,822,792	2,567,123	2,644,137	821,345	3%	45%
Cost Of Transponders Sold - Bumper	5,057	5,283	5,442	385	3%	8%
Cost Of Transponders Sold - Hang Tag	1,120	14,592	15,030	13,910	3%	1242%
Cost Of Transponders Sold - Uni	957,102	2,350,000	2,350,000	1,392,898	0%	146%
Cost Of Transponders Sold - Uni Black	-	194,587	400,848	400,848	106%	
Professional Services	1,584,850	1,497,984	1,565,000	(19,850)	4%	-1%
Legal Fees	60,000	70,000	72,000	12,000	3%	20%
Consultant Fees	216,000	214,113	278,000	62,000	30%	29%
Consultant Fees - Surveys	20,000	38,000	38,000	18,000	0%	90%
Maintenance Program Support	175,000	175,000	175,000	-	0%	0%
Maintenance Program Support - ITS	575,000	575,000	600,000	25,000	4%	4%
FON Program Support	200,000	200,000	250,000	50,000	25%	25%
Pavement Management System	31,000	31,000	31,000	-	0%	0%
Auditing Fees	81,900	81,900	90,000	8,100	10%	10%
Contract Personnel	13,835,588	15,694,237	16,761,300	2,925,712	7%	21%
Toll Plazas Sarlaries/Wages	11,887,461	11,293,082	12,892,347	1,004,886	14%	8%
Toll Plazas Other Direct Expenses	463,505	463,505	472,775	9,270	2%	2%
Toll Collection Management Fees	1,024,207	994,207	1,187,128	162,921	19%	16%
Toll Plazas Administration Salaries	1,958,307	1,958,305	2,021,331	63,024	3%	3%
Toll Plazas Office Expenses	328,573	328,573	334,964	6,391	2%	2%
Toll Plazas Insurance and Bond	53,274	53,274	54,464	1,190	2%	2%
Florida Highway Patrol Services	1,871,798	1,050,000	2,431,658	559,860	132%	30%
Motorist Service Patrol Agreement	1,640,000	1,685,076	1,740,200	100,200	3%	6%
Rapid Incident Scene Clearance	49,000	30,000	49,000	-	63%	0%
Toll Plazas Janitorial	384,621	384,621	394,327	9,706	3%	3%
Travel	80,650	50,575	90,950	10,300	80%	13%
Reimbursed Local Travel	12,525	5,940	13,625	1,100	129%	9%
Gasoline	21,520	24,542	27,775	6,255	13%	29%
Telephone Service	391,535	417,908	402,807	11,272	-4%	3%
Internet Service	115,000	116,239	82,400	(32,600)	-29%	-28%
Postage and Delivery	3,220,750	4,153,500	4,409,500	1,188,750	6%	37%
Printing	884,500	1,325,300	1,430,075	545,575	8%	62%
Service Center Printing and Mailing	75,600	91,000	100,100	24,500	10%	32%
CAFR	17,500	17,500	20,000	2,500	14%	14%
Utilities	2,604,734	2,444,253	2,503,200	(101,534)	2%	-4%
Lease - Buildings	31,000	13,078	-	(31,000)	-100%	-100%
Leases - Equipment	70,992	67,621	67,275	(3,717)	-1%	-5%
Records Management	39,936	38,054	39,885	(51)	5%	0%
Lease Expense-VTP	50,472	61,388	70,888	20,416	15%	40%
Insurance	1,008,684	1,045,851	1,266,103	257,419	21%	26%
Repairs & Maint Equipment	938,101	888,060	926,100	(12,001)	4%	-1%
Maintenance FON Locates	13,000	14,000	17,000	4,000	21%	31%
Maintenance - ITS Infrastructure	2,369,000	2,160,000	2,457,000	88,000	14%	4%

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Support & Maint Software	123,000	123,000	130,300	7,300	6%	6%
Repairs & Maint Software and Hardware	1,548,250	1,561,466	2,074,250	526,000	33%	34%
Maintenance - Toll Collection Software	1,400,000	1,266,252	1,440,000	40,000	14%	3%
Maintenance - Toll System Replacement	2,000,000	950,000	1,752,400	(247,600)	84%	-12%
Repairs & Maint Fiber Optic Network	165,000	110,000	165,000	-	50%	0%
Facilities Maintenance	2,141,645	1,660,172	2,891,691	750,046	74%	35%
Repairs and Maint Toll Equipment	4,310,268	184,175	2,811,642	(1,498,626)	1427%	-35%
Repairs and Maint Toll Equipment Parts	540,500	181,000	455,000	(85,500)	151%	-16%
Repairs & Maint VES Equipment	679,107	18,000	948,319	269,212	5168%	40%
Repairs & Maint Vehicles	14,555	15,424	14,800	245	-4%	2%
System Modifications Maintenance -Website		15,000	10,000	2,500	-33%	33%
Roadway and Bridges Maintenance	6,964,491	7,103,409	11,257,000	4,292,509	58%	62%
Landscape Maintenance Service	3,115,000	2,891,546	3,496,223	381,223	21%	12%
Bridge Inspection	500,000	507,453	500,000	-	-1%	0%
Sign Maintenance/Inspection	320,000	268,576	396,000	76,000	47%	24%
Traffic Signals and Lights	191,100	227,286	220,800	29,700	-3%	16%
Aquatics	142,400	129,560	122,400	(20,000)	-6%	-14%
Board Meeting Broadcasting	9,000	10,500	11,700	2,700	11%	30%
Promotion	3,207,000	3,207,500	3,201,500	(5,500)	0%	0%
Newsletter	3,600	3,600		(3,300)	0%	0%
	•		3,600	-	0%	0%
Photography	2,500	2,500	2,500	- (E00)		
Displays	6,000	5,500	5,500	(500)	0%	-8%
Graphic Production Services	70,000	70,000	72,100	2,100	3%	3%
Promotional Items	29,000	29,300	28,850	(150)	-2%	-1%
Advertising and Legal Notices	6,750	6,500	6,500	(250)	0%	-4%
Bank Fees	1,320,335	1,187,788	1,216,110	(104,225)	2%	-8%
Credit Card Fees	8,850,000	10,850,320	11,000,000	2,150,000	1%	24%
Security	6,480	3,544	1,000	(5,480)	-72%	-85%
Special Events	52,000	57,500	57,500	5,500	0%	11%
Employee Support Services	8,000	3,000	8,000	-	167%	0%
Miscellaneous Expense	15,945	20,082	18,350	2,405	-9%	15%
Office Supplies	83,925	102,240	106,980	23,055	5%	27%
Office Expense - Other	118,150	82,911	113,240	(4,910)	37%	-4%
Operating Supplies	40,150	20,225	80,150	40,000	296%	100%
Transponder Supplies	13,500	53,906	56,602	43,102	5%	319%
Software Expense	2,900	2,700	2,900	-	7%	0%
Dues and Subscriptions	552,845	686,695	318,994	(233,851)	-54%	-42%
Plate Lookups	-	-	400,000	400,000		
Books and Publications	550	550	550	-	0%	0%
Seminars and Conferences	40,150	35,650	46,250	6,100	30%	15%
Staff Training and Education	61,250	22,350	65,325	4,075	192%	7%
Contingency (Projects)	116,000	8,000	46,000	(70,000)	475%	-60%
Furniture	27,000	20,796	30,900	3,900	49%	14%
Total Other:	89,977,500	88,590,247	106,365,560	16,388,060	20%	18%
						_
Interoperability Transaction Fee	5,250,000	3,664,125	3,700,000	(1,550,000)	1%	-30%
Other Operating Expenses	2,652,989	2,383,321	2,888,989	236,000	21%	9%
TOTAL	109,161,484	104,999,153	126,319,657	17,158,173	20%	16%
CAPITAL EXPENDITURES						
General Equipment	46,000	23,000	46,000	-	100%	0%
Vehicle Purchases	30,000	28,900	100,000	70,000		
Software	175,000	95,000	65,000	(110,000)	-32%	-63%
Total Capital Expenditures:	251,000	146,900	211,000	(40,000)	44%	-16%
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# Central Florida Expressway Authority Operations Activity - Summary

	Budget 2022	Projected 2022	Budget 2023	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Toll Operations (710)	\$ 780,160	) \$ 699,339	\$ 794,832	\$ 14,672	14%	2%
IT (720)	8,281,303	6,833,530	10,239,514	1,958,211	50%	24%
Special Projects (725)	263,753	239,095	273,175	9,422	14%	4%
Service Center (740 & 750)	29,635,373	37,338,792	39,002,621	9,367,248	4%	32%
Business Relations (743)	169,299	156,960	173,562	4,263	11%	3%
Public Outreach/Education (745)	4,079,100	4,097,100	4,121,600	42,500	1%	1%
Toll Facilities	27,698,380			78,110	33%	
Subtotal	70,907,368	3 70,246,566	82,381,794	11,474,426	17%	16%
Interoperability Transaction Fee	5,250,000	3,664,125	3,700,000	(1,550,000)	1%	-30%
Total Operating Costs	76,157,368	73,910,691	86,081,794	9,924,426	16%	13%
	Capital Ex	penditures	and Proje	cts		

Capital Expenditures						
IT (720)	50,000	20,000	50,000	-	150%	0%

#### Central Florida Expressway Authority Operations Activity - Total By Line Item

		 Budget 2022	ı	Projected 2022	Budget 2023	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
	SALARIES & BENEFITS					-	-	-
05-110-XXX-51200	Salaries & Wages	\$ 2,249,686	\$	2,068,352	\$ 3,301,064	\$ 1,051,378	60%	47%
05-110-XXX-52100	Social Security and Medicare	170,141		157,051	242,693	72,552	55%	43%
05-110-XXX-52210	Retirement Contributions -FRS Life and Health Insurance	290,251		268,157	416,681	126,430	55%	44%
05-110-XXX-52300 05-110-XXX-52310	State Assessment	579,458 4,944		473,907 4,839	753,937 6,600	174,479 1,656	59% 36%	30% 33%
05-110-XXX-52400	Workers' Compensation	6,429		4,698	8,503	2,074	81%	32%
	Total Salaries & Benefits	3,300,909		2,977,004	4,729,478	1,428,569	59%	43%
	OTHER						-01	4-04
05-110-XXX-49001	Cost Of Transponders Sold - Sticker	1,822,792		2,567,123	2,644,137	821,345	3%	45%
05-110-XXX-49003 05-110-XXX-49005	Cost Of Transponders Sold - Bumper Cost Of Transponders Sold - E-PASS Hang Tag	5,057 1,120		5,283 14,592	5,442 15,030	385 13,910	3% 3%	8% 1242%
05-110-XXX-49006	Cost Of Transponders Sold - Uni	957,102		2,350,000	2,350,000	1,392,898	0%	146%
05-110-XXX-49007	Cost Of Transponders Sold - Uni Black	-		194,587	400,848	400,848	106%	
05-110-XXX-53100	Professional Services	830,000		789,484	802,000	(28,000)	2%	-3%
05-110-XXX-53110 05-110-XXX-53115	Consultant Fees Consultant Fees- Surveys	20,000		38,000	38,000	- 18,000	0%	90%
05-110-XXX-53115	Contract Personnel	13,046,588		14,746,688	15,799,800	2,753,212	7%	21%
05-110-XXX-53420	Toll Plazas Sarlaries/Wages	11,887,461		11,293,082	12,892,347	1,004,886	14%	8%
05-110-XXX-53422	Toll Plazas Other Direct Expenses	463,505		463,505	472,775	9,270	2%	2%
05-110-XXX-53430	Toll Collection Management Fees	1,024,207		994,207	1,187,128	162,921	19%	16%
05-110-XXX-53432	Toll Plazas Administration Salaries	1,958,307		1,958,305	2,021,331	63,024	3%	3%
05-110-XXX-53434	Toll Plazas Office Expenses	328,573		328,573	334,964	6,391	2%	2%
05-110-XXX-53436	Toll Plazas Insurance and Bond	53,274		53,274	54,464	1,190	2%	2%
05-110-XXX-53460	Toll Plazas Janitorial	384,621		384,621	394,327	9,706	3%	3%
05-110-XXX-54010 05-110-XXX-54012	Travel Reimbursed Local Travel	14,700 1,650		5,650 830	17,200 1,450	2,500 (200)	204% 75%	17% -12%
05-110-XXX-54012	Gasoline	1,850		1,097	1,450	(200)	69%	0%
05-110-XXX-54110	Telephone Service	391,535		417,908	402,807	11,272	-4%	3%
05-110-XXX-54120	Data Service	115,000		116,239	82,400	(32,600)	-29%	-28%
05-110-XXX-54130	Postage and Delivery	3,215,500		4,150,000	4,405,000	1,189,500	6%	37%
05-110-XXX-54200 05-110-XXX-54212	Printing Service Center Printing and Mailing	876,500 75,600		1,317,500 91,000	1,421,950 100,100	545,450 24,500	8% 10%	62% 32%
05-110-XXX-54300	Utilities	2,106,490		1,945,939	1,999,956	(106,534)	3%	-5%
05-110-XXX-54410	Lease - Buildings	31,000		13,078	-	(31,000)	-100%	-100%
05-110-XXX-54430	Leases - Equipment	22,492		15,391	5,822	(16,670)	-62%	-74%
05-110-XXX-54440	Records Management	1,832		1,654	1,785	(47)	8%	-3%
05-110-XXX-54470 05-110-XXX-54500	Lease Expense-VTP Insurance	50,472 750,000		61,388 731,568	70,888 902,972	20,416 152,972	15% 23%	40% 20%
05-110-XXX-54610	Repairs & Maint Equipment	908,101		862,378	898,100	(10,001)	4%	-1%
05-110-XXX-54620	Repairs & Maint Software and Hardware	1,536,250		1,553,466	2,061,050	524,800	33%	34%
05-110-XXX-54622	Maintenance - Toll Collection Software	1,400,000		1,266,252	1,440,000	40,000	14%	3%
05-110-XXX-54623 05-110-XXX-54630	Maintenance - Toll System Replacement Facilities Maintenance	2,000,000 1,888,645		950,000 1,288,400	1,752,400 2,244,040	(247,600) 355,395	84% 74%	-12% 19%
05-110-XXX-54640	Repairs and Maint Toll Equipment	4,310,268		184,175	2,811,642	(1,498,626)	1427%	-35%
05-110-XXX-54641	Repairs and Maint Toll Equipment Parts	540,500		181,000	455,000	(85,500)	151%	-16%
05-110-XXX-54642	Repairs & Maint VES Equipment	679,107		18,000	948,319	269,212	5168%	40%
05-110-XXX-54650 05-110-XXX-54825	Repairs & Maint Vehicles Promotion	2,000 3,207,000		2,549 3,207,500	2,300	300	-10% 0%	15% 0%
05-110-XXX-54830	Newsletter	3,600		3,600	3,201,500 3,600	(5,500)	0%	0%
05-110-XXX-54836	Displays	6,000		5,500	5,500	(500)	0%	-8%
05-110-XXX-54840	Graphic Production Services	60,000		60,000	61,800	1,800	3%	3%
05-110-XXX-54850	Promotional Items	26,000		25,000	25,750	(250)	3%	-1%
05-110-XXX-54920 05-110-XXX-54925	Bank Fees Credit Card Fees	1,252,085 8,850,000		1,125,788 10,850,320	1,157,360 11,000,000	(94,725) 2,150,000	3% 1%	-8% 24%
05-110-XXX-54930	Security	5,480		3,544	-	(5,480)	-100%	-100%
05-110-XXX-54990	Miscellaneous Expense	3,445		3,332	3,850	405	16%	12%
05-110-XXX-55100	Office Supplies	42,800		75,007	71,580	28,780	-5%	67%
05-110-XXX-55110 05-110-XXX-55210	Office Expense - Other Operating Supplies	83,200 40,150		68,081 20,225	83,400 80,150	200 40,000	23% 296%	0% 100%
05-110-XXX-55210	Transponder Supplies	13,500		53,906	56,602	43,102	296% 5%	319%
05-110-XXX-55220	Software Expense	400		200	400	-	100%	0%
05-110-XXX-55400	Dues and Subscriptions	252,500		368,073	2,500	(250,000)	-99%	-99%
05-110-XXX-55405	Plate Lookups	-		-	400,000	400,000	001	00/
05-110-XXX-55410 05-110-XXX-55420	Books and Publications Seminars and Conferences	550 5,300		550 7,150	550 5,800	- 500	0% -19%	0% 9%
05-110-XXX-55430	Staff Training and Education	23,000		16,600	23,000	-	39%	0%
05-110-XXX-55700	Contingency Project(s)	16,000		8,000	16,000	-	100%	0%
05-110-XXX-56405	Furniture Total Other:	 13,350		10,400	13,350	10.045.057	28%	0%
	Total Other:	 67,606,459		67,269,562	77,652,316	10,045,857	15%	15%
	SUBTOTAL	70,907,368		70,246,566	82,381,794	11,474,426	17%	16%



05-110-XXX-53010	Interoperability Transaction Fee	5,250,000	3,664,125	3,700,000	(1,550,000)	1%	-30%
05-110-XXX-53010	TOTAL	76,157,368	73,910,691	86,081,794	9,924,426	16%	13%
	CAPITAL EXPENDITURES						
05-110-XXX-56400	General Equipment	30,000	20,000	30,000	-	50%	0%
05-110-XXX-56700	Software	20,000	-	20,000	-		0%
	Total Capital Expenditures:	50,000	20,000	50,000	-	150%	0%



#### Central Florida Expressway Authority Maintenance Activity - Summary

	Budget 2022	Projected 2022	Budget 2023	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Maintenance Administration (810)	\$ 3,345,372	\$ 3,378,763	\$ 3,256,724	\$ (88,648)	-4%	-3%
Traffic Operations (820)	5,927,090	4,822,150	6,674,628	747,538	38%	13%
Routine Maintenance (408, 414, 417, 429, 451, 453, 528)	11,280,491	11,075,932	15,966,423	4,685,932	44%	42%
Total Maintenance Costs	20,552,953	19,276,845	25,897,775	5,344,822	34%	26%
Capital Expenditures						
Capital Expenditures						
Maintenance Administration (810)	36,000	31,900	106,000	70,000	232%	194%
Traffic Operations (820)	115,000	50,000	-	(115,000)	-100%	-100%
Total Capital Expenditures	151,000	81,900	106,000	(45,000)	29%	-30%



#### Central Florida Expressway Authority Maintenance Activity - Total By Line Item

	Budget 2022	Projected 2022	Budget 2023	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 1,140,504	\$ 1,105,000	\$ 1,175,591	\$ 35,087	6%	3%
Social Security and Medicare	84,249	81,000	85,795	1,546	6%	2%
Retirement Contributions -FRS	125,455	117,000	130,608	5,153	12%	4%
Life and Health Insurance	300,015	222,000	300,159	144	35%	0%
State Assessment	2,940	2,900	2,940	-	1%	0%
Workers' Compensation	39,201	29,000	39,201	-	35%	0%
Total Salaries & Benefits	1,692,364	1,556,900	1,734,294	41,930	11%	2%
OTHER						
Consultant Fees	60,000	115,000	60,000	-	-48%	0%
Maintenance Program Support	175,000	175,000	175,000	-	0%	0%
Maintenance Program Support - ITS	575,000	575,000	600,000	25,000	4%	4%
FON Program Support	200,000	200,000	250,000	50,000	25%	25%
Pavement Management System	31,000	31,000	31,000	-	0%	0%
Contract Personnel	225,000	299,549	-	(225,000)	-100%	-100%
Florida Highway Patrol Services	1,871,798	1,050,000	2,431,658	559,860	132%	30%
Motorist Service Patrol Agreement	1,640,000	1,685,076	1,740,200	100,200	3%	6%
Rapid Incident Scene Clearance	49,000	30,000	49,000	_	63%	0%
Travel	9,500	7,500	9,500	-	27%	0%
Reimbursed Local Travel	600	350	600	-	71%	0%
Gasoline	18,000	22,545	24,500	6,500	9%	36%
Postage and Delivery	250	-	-	(250)		-100%
Utilities	150,000	150,000	155,000	5,000	3%	3%
Maintenance FON Locates	13,000	14,000	17,000	4,000	21%	31%
Maintenance - ITS Infrastructure	2,369,000	2,160,000	2,457,000	88,000	14%	4%
Repairs & Maint Fiber Optic Network	165,000	110,000	165,000	-	50%	0%
Repairs & Maint Vehicles	8,000	9,320	8,000	-	-14%	0%
Roadway and Bridges Maintenance	6,964,491	7,103,409	11,257,000	4,292,509	58%	62%
Landscape Maintenance Service	3,062,500	2,839,648	3,440,223	377,723	21%	12%
Bridge Inspection	500,000	507,453	500,000	-	-1%	0%
Sign Maintenance/Inspection	320,000	268,576	396,000	76,000	47%	24%
Traffic Signals and Lights	191,100	227,286	220,800	29,700	-3%	16%
Aquatics	142,400	129,560	122,400	(20,000)	-6%	-14%
Advertising and Legal Notices	250	-	-	(250)		-100%
Office Supplies	4,000	2,223	4,000	-	80%	0%
Office Expense - Other	3,250	886	3,250	-	267%	0%
Dues and Subscriptions	1,850	964	1,850	-	92%	0%
Seminars and Conferences	5,000	3,500	5,000	-	43%	0%
Staff Training and Education	3,100	600	7,000	3,900	1067%	126%
Contingency Project(s)	100,000	4 500	30,000	(70,000)	070/	-70%
Furniture	2,500	1,500	2,500		67%	0%
Total Other:	18,860,589	17,719,945	24,163,481	5,302,892	36%	28%
TOTAL	20,552,953	19,276,845	25,897,775	5,344,822	34%	26%
CAPITAL EXPENDITURES						
General Equipment	11,000	3,000	6,000	(5,000)	100%	-45%
Vehicle Purchases	30,000	28,900	100,000	70,000	246%	233%
Software	110,000	50,000		(110,000)	-100%	-100%
Total Capital Expenditures:	151,000	81,900	106,000	(45,000)	29%	-30%



#### Central Florida Expressway Authority Administration Activity - Summary

	Budget 2022	Projected 2022	Budget 2023	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
General (610)	\$ 758,245	\$ 863,607	\$ 1,155,494	\$ 397,249	34%	52%
Security (613)	184,242.00	184,242.00	480,478	296,236	161%	161%
525 Magnolia (615)	48,276	44,616	151,779	103,503	240%	214%
Administrative Services (620)	2,351,898	2,387,768	2,502,750	150,852	5%	6%
Engineering (623)	94,732	73,985	97,257	2,525	31%	3%
Legal (625)	692,604	682,050	715,638	23,034	5%	3%
Accounting (630)	1,795,960	1,669,050	1,809,479	13,519	8%	1%
Contracts Compliance (635)	-	-	227,633	227,633		
Procurement (640)	670,127	626,675	686,315	16,188	10%	2%
Risk Management (645)	427,084	453,072	543,899	116,815	20%	27%
Records Management (655)	412,019	389,505	431,655	19,636	11%	5%
Human Resources (660)	363,426	354,250	505,550	142,124	43%	39%
Supplier Diversity (665)	334,099	288,312	424,566	90,467	47%	27%
Communications (670)	1,021,137	780,000	1,052,103	30,966	35%	3%
Construction Administration (685)	80,325	67,164	102,503	22,178	53%	28%
Internal Audit (690)	564,000	564,000	564,000	-	0%	0%
Total Administration Costs	9,798,174	9,428,296	11,451,099	1,652,925	21%	17%

#### **Capital Expenditures and Projects**

Capital Expenditures						
General (610)	5,000	-	10,000	5,000		100%
Communications (670)	45,000	45,000	45,000	-	0%	0%
Total Capital Expenditures	50,000	45,000	55,000	5,000	22%	10%



#### Central Florida Expressway Authority Administration Activity - Total By Line Item

		Budget 2022	Projected 2022	Budget 2023	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
					Over Duaget		Ovo. Daagor
05 400 \\\\\\\ 54000	SALARIES & BENEFITS	Φ 4040000	<b>A</b> 4 000 404	<b>4.040.007</b>	<b>400.000</b>	450/	400/
05-130-XXX-51200	Salaries & Wages	\$ 4,219,608		• •		15%	
05-130-XXX-52100	Social Security and Medicare Retirement Contributions -FRS	288,276	266,344	311,342	23,066	17%	
05-130-XXX-52210	Life and Health Insurance	688,088	633,528	782,831	94,743	24%	
05-130-XXX-52300		1,058,855	877,960	1,126,939	68,084	28%	
05-130-XXX-52310 05-130-XXX-52400	State Assessment Workers' Compensation	10,555 22,340	9,814	11,508	953 3,069	17% 31%	
05-150-12400	Total Salaries & Benefits	6,287,722	19,449 5,827,556	25,409 6,901,336	613,614	18%	
	Total Salaties & Deficits	0,201,122	3,027,330	6,901,336	013,014	10 70	10 76
	OTHER						
05-130-XXX-53100	Professional Services	754,850	708,500	763,000	8,150	8%	1%
05-130-XXX-53105	Legal Fees	60,000	70,000	72,000	12,000	3%	20%
05-130-XXX-53110	Consultant Fees	156,000	99,113	218,000	62,000	120%	40%
05-130-XXX-53200	Auditing Fees	81,900	81,900	90,000	8,100	10%	10%
05-130-XXX-53410	Contract Personnel	564,000	648,000	961,500	397,500	48%	70%
05-130-XXX-54010	Travel	56,450	37,425	64,250	7,800	72%	14%
05-130-XXX-54012	Reimbursed Local Travel	10,275	4,760	11,575	1,300	143%	13%
05-130-XXX-54020	Gasoline	1,670	900	1,425	(245)	58%	-15%
05-130-XXX-54130	Postage and Delivery	5,000	3,500	4,500	(500)	29%	-10%
05-130-XXX-54200	Printing	8,000	7,800	8,125	125	4%	2%
05-130-XXX-54220	CAFR	17,500	17,500	20,000	2,500	14%	14%
05-130-XXX-54300	Utilities	348,244	348,314	348,244	, -	0%	
05-130-XXX-54430	Leases - Equipment	48,500	52,230	61,453	12,953	18%	
05-130-XXX-54440	Records Management	38,104	36,400	38,100	(4)	5%	0%
05-130-XXX-54500	Insurance	258,684	314,283	363,131	104,447	16%	
05-130-XXX-54610	Repairs & Maint Equipment	30,000	25,682	28,000	(2,000)	9%	-7%
05-130-XXX-54617	Support & Maint Software	123,000	123,000	130,300	7,300	6%	
05-130-XXX-54620	Repairs & Maint Software and Hardware	12,000	8,000	13,200	1,200	65%	
05-130-XXX-54630	Facilities Maintenance	253,000	371,772	647,651	394,651	74%	
05-130-XXX-54650	Repairs & Maint Vehicles	4,555	3,555	4,500	(55)	27%	
05-130-XXX-54674	•	7,500	15,000	10,000	2,500	-33%	33%
	Landscape Maintenance Service	52,500	51,898	56,000	3,500	8%	
	Board Meeting Broadcasting	9,000	10,500	11,700	2,700	11%	
05-130-XXX-54834		2,500	2,500	2,500		0%	
	Graphic Production Services	10,000	10,000	10,300	300	3%	
05-130-XXX-54850	•	3,000	4,300	3,100	100	-28%	
05-130-XXX-54910	Advertising and Legal Notices	6,500	6,500	6,500	-	0%	
05-130-XXX-54920	Bank Fees	68,250	62,000	58,750	(9,500)	-5%	
05-130-XXX-54930		1,000	-	1,000	-		0%
05-130-XXX-54950	•	52,000	57,500	57,500	5,500	0%	
05-130-XXX-54951	Employee Support Services	8,000	3,000	8,000	-	167%	
05-130-XXX-54990		12,500	16,750	14,500	2,000	-13%	
05-130-XXX-55100	•	37,125	25,010	31,400	(5,725)	26%	
	Office Expense - Other	31,700	13,944	26,590	(5,110)	91%	
05-130-XXX-55220	·	2,500	2,500	2,500	-	0%	
05-130-XXX-55400	Dues and Subscriptions	298,495	317,658	314,644	16,149	-1%	
05-130-XXX-55420	•	29,850	25,000	35,450	5,600	42%	
05-130-XXX-55430		35,150	5,150	35,325	175	586%	0%
05-130-XXX-56405	•	11,150	8,896	15,050	3,900	69%	35%
	Total Other:	3,510,452	3,600,740	4,549,763	1,039,311	26%	30%
	TOTAL	9,798,174	9,428,296	11,451,099	1,652,925	21%	17%
05 400 3007 55 75	CAPITAL EXPENDITURES			4			45501
05-130-XXX-56400	General Equipment	5,000	-	10,000	5,000		100%
05-130-XXX-56700		45,000	45,000	45,000		0%	
	Total Capital Expenditures:	50,000	45,000	55,000	5,000	22%	10%



# Cental Florida Expressway Authority Other Operating

	Budget 2022	l	Projected 2022	Budget 2023	-	Inc (Decr) ver Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Traffic & Engineering Consultant	\$ 496,989	\$	520,000	\$ 763,989	\$	267,000	47%	54%
General Systems Consultant	200,000		120,000	200,000		-	67%	0%
General Engineering Consultant	1,956,000		1,743,321	1,925,000		(31,000)	10%	-2%
Total Other Operating Expenses	 2,652,989		2,383,321	2,888,989		236,000	21%	9%



#### Cental Florida Expressway Authority Goldenrod Road - Summary

	Budget 2022	Projected 2022	Budget 2023	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Maintenance	\$ 131,362	\$ 123,440	\$ 144,600	\$ 13,238	17%	10%
Operations	384,620	177,689	310,429	(74,191)	75%	-19%
TOTAL	515,982	301,129	455,029	(60,953)	51%	-12%
TOLL REVENUE	 (1,800,000)	(1,925,000)	(2,060,000)	(260,000)	7%	14%
NET RESULT OF ACTIVITY	 (1,284,018)	(1,623,871)	(1,604,971)	(320,953)	-1%	25%

#### **Category Summary**



				Project Cost (	thousand \$) *			
Category				Fiscal Year				
	20.	23	20	24	2024	2024	2027	Total
	Е	U	Е	U	U	U	U	
Existing System Improvements	444,351	9,582	255,856	47,659	182,331	116,036	62,138	1,117,953
System Expansion Projects	17,922	58,085	5,940	307,944	551,582	747,958	644,941	2,334,372
Interchange Projects	5,209	6,534	2,377	26,514	47,408	71,840	80,070	239,952
Facilities Projects	752	14,271	0	14,278	18,949	10,210	8,850	67,310
Transportation Technology Projects	6,369	4,137	0	17,943	3,743	1,291	4,471	37,954
Information Technology Projects	15,600	13,450	360	9,846	13,203	2,420	2,420	57,299
Signing and Pavement Markings	2,859	6,711	0	13,087	2,011	4,211	2,529	31,408
Renewal and Replacement Projects	26,635	3,466	0	31,898	12,983	21,930	34,059	130,971
Landscape Projects	0	80	0	1,463	1,418	109	1,478	4,548
SUB-TOTALS	519,697	116,316	264,533	470,632	833,628	976,005	840,956	
TOTALS 636.		636,013		735,165	833,628	976,005	840,956	4,021,767
Non-System Projects	0	24	0	350	252	3,104	171	3,901
GRAND TOTALS		636,037		735,515	833,880	979,109	841,127	4,025,668

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



#### **Existing System Improvements Summary (1 of 4)**

				Project Descr	ription											
يو.	Project							Proje	ect Cost (th	ousand \$) b	y Fiscal Y	ear *			Fund	
Page	Number	Project Name	From	То	Length (miles)	Work Description	202	23	20	24	2025	2026	2027	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
1	-	SR 408 EB Widening from Pine Hills Plaza to East of Church Street	East of Pine Hills Plaza	East of Church Street	1.4	Add Lane, Mill & Resurface	50	1,845	0	1,845	12,540	25,152	15,269	56,701	SP	Study, Design, Const., & Partial Landscaping
2	-	SR 408 WB Widening from I-4 to Bumby & West of SR 436 to Goldenrod	I-4	Goldenrod Road	3.5	Add Lane, Mill & Resurface	50	1,125	0	1,125	7,650	15,336	9,058	34,344	SP	Study, Design, Const., & Partial Landscaping
3	417-141	SR 417 Widening from International Drive to John Young Parkway	International Drive	John Young Parkway	4.1	Add Lanes, Mill & Resurface	40,468	142	3,372	3,152	56	42	0	47,232	CF	Construction & Landscaping
4	417-142	SR 417 Widening from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.8	Add Lanes, Mill & Resurface	52,320	240	17,440	2,416	96	96	0	72,608	CF	Construction & Landscaping
5	417-149	SR 417 Widening from Landstar Boulevard to Boggy Creek Road	Landstar Boulevard	Boggy Creek Road	3.7	Add Lanes, Mill & Resurface	38,236	130	17,530	3,096	56	56	0	59,104	CF	Construction & Landscaping
6	417-151	SR 417 Widening from Boggy Creek Road to Narcoossee Road	Boggy Creek Road	Narcoossee Road	4.5	Add Lanes, Mill & Resurface	37,268	126	15,529	1,284	52	52	0	54,311	CF	Construction & Landscaping
7	417-150	SR 417 Widening from Narcoossee Road to SR 528	Narcoossee Road	SR 528	4.7	Add Lanes, Mill & Resurface	44,084	96	30,308	1,889	1,018	80	20	77,495	CF	Construction & Landscaping
8	-	SR 417 Widening from Curry Ford Road to Lake Underhill Road	Curry Ford Road	Lake Underhill Road	1.4	Add Lanes, Mill & Resurface	0	153	0	2,572	753	17,682	26,508	47,668	SP	Study, Design & Construction
9	-	SR 429 Widening from N. of Schofield Rd to N. of New Independence Pky.	N. of Schofield Road	N. of New Independence Pky.	2.0	Add Lanes, Mill & Resurface	0	0	0	156	1,104	2,208	1,114	4,582	SP	Study & Design
10	-	SR 429 Widening from N. of New Independence Pky. to N. of Tilden Road	N. of New Independence Pky.	N. of Tilden Road	2.2	Add Lanes, Mill & Resurface	0	52	0	104	2,660	2,660	125	5,601	SP	Study & Design
11	429-154	SR 429 Widening from Tilden Road to Florida's Turnpike	Tilden Road	Florida's Turnpike	3.6	Add Lanes, Mill & Resurface	47,524	0	47,524	266	8,530	104	104	104,052	CF	Construction & Landscaping
12	429-152	SR 429 Widening from Florida's Turnpike to West Road	Florida's Turnpike	West Road	5.4	Add Lanes, Mill & Resurface	66,432	0	66,432	152	38,495	1,618	128	173,257	CF	Construction & Partial Landscaping
						Encumbered Total	326,432		198,135							

Encumbered Total 326,432 198,135 Unencumbered Total 3,909 18,057 73,010 65,086 52,326 SUB-TOTALS (Page 1) 330,341 216,192 73,010 65,086 52,326

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

#### **Existing System Improvements Summary (2 of 4)**



				Project Descr	ription											
Page	Project	Project Name			r 4			Proje	ect Cost (the	ousand \$) l	oy Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	110ject Name	From	То	Length (miles)	Work Description	20	23	20	24	2025	2026	2027	Total	Source	1 Toject I nases Funded
							Е	U	Е	U	U	U	U			
13	429-153	SR 429 Widening from West Road to SR 414	West Road	SR 414	4.7	Add Lanes, Mill & Resurface	54,164	0	54,164	216	19,761	88	88	128,481	CF	Construction & Landscaping
14	528-143	SR 528 / SR 436 Interchange & Widening	SR 436	Goldenrod Road	3.4	Ramps, Add Lanes, Mill & Resurface	2,700	0	0	0	0	0	0	2,700	CF	Construction
15	528-832	SR 528 / SR 436 Interchange and Widening Landscaping	SR 436	Goldenrod Road	3.4	Landscaping	2,823	2,800	100	0	33	0	0	5,756	CF	Installation & Maintenance
16	528-168	SR 528 Widening from Goldenrod Road to Narcoossee Road	Goldenrod Road	Narcoosse Road	1.8	Add Lanes, Mill & Resurface	1,251	0	0	7,515	29,669	558	24	39,017	CF	Design, Const., & Partial Landscaping
17	528-160	SR 528 Widening from Narcoossee Road to SR 417	Narcoosse Road	SR 417	2.0	Add Lanes, Mill & Resurface	13,347	36	0	262	12	6	0	13,663	CF	Construction & Landscaping
18	528-161	SR 528 Widening from SR 417 to Innovation Way	SR 417	Innovation Way	4.2	Add Lanes, Mill & Resurface	2,000	0	500	534	43,127	45,562	665	92,388	CF	Design, Construction, & Partial Landscaping
19	-	SR 528 Widening Study	Innovation Way	SR 520	11.5	PD&E Study	0	0	0	0	218	218	0	436	SP	PD&E Study
20	538-165	SR 538 Widening from Ronald Reagan Parkway to Cypress Parkway	Ronald Reagan Parkway	Cypress Parkway	7.2	Add Lanes, Mill & Resurface	31,892	104	2,658	3,289	36	27	0	38,006	SP	Design-Build & Landscaping
21	538-165A	SR 538 Pond 4-2 Reshaping	-	-	0.0	Pond Reshaping	0	10	0	1,630	0	0	0	1,640	CF	Bidding & Construction
22	408-828	SR 408 Landscaping from Good Homes Road to East of Hiawassee Road	Good Homes Road	Hiawassee Road	1.8	Landscaping	16	0	0	0	0	0	0	16	CF	Maintenance
23	408-830	SR 408 Landscaping from SR 417 to Alafaya Trail	SR 417	Alafaya Trail	4.1	Landscaping & Water Service	96	0	56	0	0	0	0	152	CF	Maintenance
24	408-831	SR 408 / SR 417 Interchange Landscaping	SR 408/SR 417	Lake Underhill Road	-	Landscaping	1,652	0	80	0	40	0	0	1,772	CF	Installation & Maintenance
			Encumbered Total	109,941		57,558										
														I		

2-3

Unencumbered Total 2,950 13,446 92,896 46,459 777 **SUB-TOTALS (Page 2)** 112,891 46,459 71,004 92,896

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



#### **Existing System Improvements Summary (3 of 4)**

				Project Desc	ription											
يو	Project							Proje	ect Cost (th	ousand \$) t	y Fiscal Y	ear *			Fund	
Page	Number	Project Name	From	То	Length (miles)	Work Description	20	23	20	)24	2025	2026	2027	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
25	417-833	SR 417 Landscaping from Econ Trail to County Line	Econlockhatchee Trail	County Line	2.3	Landscaping	72	10	0	744	28	14	0	868	SP	Design, Installation & Maintenance
26	429-827	Wekiva Parkway / SR 453 Interchange (204) Landscape	South of Ondich Rd.	Plymouth Sorrento Rd.	1.8	Landscaping	14	0	0	0	0	0	0	14	CF	Maintenance
27	-	Wekiva Parkway (203) Kelly Park Rd. Interchange Landscape	Kelly Park Rd. Interchange	-	-	Landscaping	0	0	0	104	964	40	20	1,128	SP	Design, Installation & Maintenance
28	-	SR 453 Buffer Plantings	SR 429	SR 46	-	Landscaping	0	78	0	784	36	36	0	934	SP	Design, Installation & Maintenance
29	528-915	Owner's Authorized Rep. for the Brightline Const. along SR 528	OIA	SR 520	-	Roadway Construction CEI	440	0	110	0	0	0	0	550	CF	Construction Liaison
30	599-171	Systemwide Median Protection Improvements (429 / 451)	Seidel Road	Tilden Road	-	Guardrail	296	10	0	4,312	0	0	0	4,618	SP	Design & Construction
31	-	Systemwide Safety and Operational Improvement Projects	-	-	-	Minor Roadway Projects	0	150	0	122	1,908	620	280	3,080	SP	Design & Construction
32	528-757	SR 528 Farm Access Road 1 Bridge Removal	Farm Access Road 1	-	-	Bridge Removal	0	1,421	0	5,240	1,310	0	0	7,971	SP	Bidding & Construction
33	-	SR 528 Farm Access Road 2 Bridge Replacement	Farm Access Road 2	-	-	Bridge Replacement	0	0	0	380	380	2,666	7,635	11,061	SP	Design & Construction
34	599-170	Systemwide Water Body Protection/Guardrail Project	-	-	-	Pond Protection / Guardrail	64	704	0	2,079	0	0	0	2,847	SP	Design & Construction
35	-	Systemwide Guardrail Upgrade	-	-	-	Guardrail Improvements	0	0	0	20	155	155	150	480	SP	Design & Construction
36	-	Systemwide Drainage Improvements	-	-	-	Drainage Improvements	0	0	0	20	155	155	150	480	SP	Design & Construction
						Encumbered Total	886		110							
			Unencumbered Total					2,373		13,805	4,936	3,686	8,235			
				SUB-TOTALS (Page 3)				259	13,	915	4,936	3,686	8,235			

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

#### Five-Year Work Plan **Existing System Improvements Summary (4 of 4)**



				Project Descr	ription											
Page	Project	Project Name						Proje	ect Cost (th	ousand \$) l	oy Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Project Name	From	То	Length (miles)	Work Description	20	23	20	24	2025	2026	2027	Total	Source	Project Phases Punded
							Е	U	Е	U	U	U	U			
37	408-167	SR 408 Lighting from I-4 to SR 417	I-4	SR 417	-	Lighting Replacement	5,600	0	0	0	0	0	0	5,600	CF	Construction
38	528-163	SR 528 / SR 520 Interchange Lighting	SR 520	-	-	Lighting Replacement	760	0	0	0	0	0	0	760	SP	Construction
39	-	Systemwide Lighting	-	-	-	Lighting Rehabilitation	0	0	0	20	155	155	150	480	CF	Design & Construction
40	-	BRAM Study	-	-	-	Multimodal/Intermodal Study	100	0	0	0	0	0	0	100	SP	Multimodal/Intermodal Study
41	1	Multimodal/Intermodal Opportunity Study	-	-	-	Multimodal/Intermodal Study	0	0	0	300	300	300	300	1,200	SP	Multimodal/Intermodal Study
42	599-157	Construction Safety Campaign	-	-	1	Safety Pilot	0	350	0	350	350	350	350	1,750	SP	Communications
43	-	SR 528 West Mainline Gantries	Boggy Creek Road	Daetwyler Drive		Add Mainline Gantries	632	0	53	1,681	10,684	0	0	13,050	SP	Design & Construction
						Encumbered Total	7,092		53							

	Encumbered Total	7,092		53				
	Unencumbered Total		350		2,351	11,489	805	800
SU	B-TOTALS (Page 4)	7,4	142	2,4	104	11,489	805	800
	TOTALS	453	,933	303	,515	182,331	116,036	62,138

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



#### **System Expansion Projects Summary (1 of 2)**

				Project Desc	ription											
e e	Project							Proje	ect Cost (th	ousand \$) b	y Fiscal Y	ear *			Fund	
Page	Number	Project Name	From	То	Length (miles)	Work Description	20	23	20	24	2025	2026	2027	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U	-		
44	599-233	Southport Connector Expressway PD&E Study	-	-	-	New Expressway	500	0	0	0	0	0	0	500	CF	PD&E Study
45	417-246	Seminole Expressway/Airport Connector C, F & M Study	SR 417	Sanford Airport	-	New Expressway	1,000	0	0	0	0	0	0	1,000	CF	CF&M Study
46	-	Future Corridor Planning Studies (Potential)	-	-	-	New Expressway	0	0	0	1,500	1,500	1,500	0	4,500	SP	Planning Studies
47	-	SR 414 Expressway Extension	US 441	East of SR 434	2.8	New Expressway	5	10,287	0	13,716	3,598	112,700	150,260	290,566	SP	Design & Partial Construction
48	516-236	SR 516 from US 27 to Cook Road	US 27	Cook Road	1.1	New Expressway	1,444	4,130	0	42,346	84,960	45,229	116	178,225	CF	Design, Construction, & Partial Landscaping
49	516-237	SR 516 from Cook Road to Lake/Orange County Line	Cook Road	Lake/Orange County Line	1.9	New Expressway	1,356	4,000	0	34,354	69,004	38,631	132	147,477	CF	Design, Construction, & Partial Landscaping
50	516-238	SR 516 from Lake/Orange County Line to SR 429	Lake/Orange County Line	SR 429	0.7	New Expressway	2,172	405	0	62,744	83,897	69,849	2,607	221,674	CF	Design, Construction, & Partial Landscaping
51	-	SR 516 Right of Way	US 27	SR 429	3.7	New Expressway	0	33,460	0	85,041	39,024	9,777	0	167,302	CF	Right-of-Way
52	538-235A	CR 532 Widening from Lake Wilson Road to US 17/92	Lake Wilson Road	US 17/92	2.8	Add Lanes, Mill & Resurface	360	1,016	0	483	8,253	8,024	0	18,136	SP	Design, Right-of-Way, & Construction
53	538-235	SR 538 from CR 532 to South of US 17/92	CR 532	South of US 17/92	0.9	New Expressway	2,196	0	0	1,059	60,768	62,711	2,920	129,654	CF	Design, Construction, & Partial Landscaping
54	538-234	SR 538 from South of US 17/92 to Ronald Reagan Parkway	South of US 17/92	Ronald Reagan Parkway	1.7	New Expressway	2,007	0	0	12,073	58,356	58,356	0	130,792	CF	Design & Construction
55	-	SR 538 Right of Way	CR 532	Ronald Reagan Parkway	2.6	New Expressway	0	0	0	23,828	8,499	0	0	32,327	CF	Right-of-Way
			Encumbered Total						0							
			Unencumbered Total					53,298		277,144	417,859	406,777	156,035			
			SUB-TOTALS (Page 1)				64,	338	277	,144	417,859	406,777	156,035	]		

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



#### **System Expansion Projects Summary (2 of 2)**

				Project Desc	ription											
Page	Project	Project Name						Proje	ect Cost (th	ousand \$) t	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Project Name	From	То	Length (miles)	Work Description	20	)23	20	24	2025	2026	2027	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
56	-	SR 538 Utility Corridor	CR 532	US 17/92	2.9	Utility Relocations	852	0	0	30	37,184	0	0	38,066	CF	Design & Construction
57	534-240	SR 534 - Segment 1A - SR 417 SB Ramp Extensions	Landstar Boulevard	Boggy Creek Road	3.1	Operational Improvements	0	581	0	2,324	1,743	8,073	31,882	44,603	CF	Design, Partial Const. & Partial Landscaping
58	534-241	SR 534 - Segment 1 - SR 534/SR417 Interchange	SR 417	Laureate Boulevard	0.6	New Expressway	5,940	0	5,940	0	2,934	65,592	65,976	146,382	CF	Design, Partial Const. & Partial Landscaping
59	534-242	SR 534 - Segment 2 - SR 534 from Laureate Blvd. to E. of Simpson Rd.	Laureate Boulevard	East of Simpson Road	2.0	New Expressway	0	1,614	0	3,228	3,925	22,098	44,380	75,245	CF	Design, Partial Const., & Partial Landscaping
60	534-242A	SR 534 - Segment 2A - Simpson Road Extension	Boggy Creek Road	SR 534	1.4	New Local Road	0	0	0	1,248	624	4,917	16,960	23,749	CF	Design & Partial Const.
61	534-243	SR 534 - Segment 3 - SR 534 E. of Simpson Rd. to Narcoossee Rd.	East of Simpson Road	Narcoossee Road	2.4	New Expressway	0	2,592	0	5,488	2,469	45,083	60,280	115,912	CF	Design, Partial Const., & Partial Landscaping
62	ı	SR 534 Right of Way	SR 417	Narcoossee Road	5.0	Right-of-Way	0	0	0	394	4,732	1,841	918	7,885	CF	Right-of-Way
63	599-231	2045 CFX Master Plan	-	-	-	Master Plan	90	0	0	0	0	0	0	90	SP	Planning
64	-	Future Expansion Projects (Potential)	-	-	-	New Expressway	0	0	0	18,088	80,112	193,577	268,510	560,287	CF	Design & Partial Construction
						Encumbered Total	6,882		5,940							
						Unencumbered Total		4,787		30,800	133,723	341,181	488,906			
												i I	1			

	Encumbered Total	6,882		5,940				
	Unencumbered Total		4,787		30,800	133,723	341,181	488,906
SU	B-TOTALS (Page 2)	11,	669	36,	740	133,723	341,181	488,906
	TOTALS	76,	007	313	,884	551,582	747,958	644,941

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

#### **Interchange Projects Summary**



				Project Descr	ription		Project Cost (thousand \$) by Fiscal Year *									
Page	Project	Project Name						Proje	ect Cost (th	ousand \$) l	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Project Name	From	То	Length (miles)	Work Description	20	23	20	24	2025	2026	2027	Total	Source	Floject Fliases Funded
							Е	U	Е	U	U	U	U			
65	408-312b	SR 408 at I-4 Ultimate	-	-	-	Interchange Reconstruction	440	0	110	0	0	0	0	550	CF	Corridor Consultant & Const. Liaison
66	408-315	SR 408 Tampa Avenue Interchange	West of Tampa Avenue	Orange Blossom Trail	-	Operational Improvements	2,819	5,307	752	21,186	29,396	17,267	64	76,791	CF	Design, ROW, Const. & Partial Landscaping
67	408-315A	SR 408 Eastbound Widening & OBT Interchange Improvements	Orange Blossom Trail	I-4	-	Operational Improvements	1,800	30	1,200	635	16,175	21,672	13,721	55,233	CF	Design, Const. & Partial Landscaping
68	1	SR 528 - Dallas Boulevard Interchange	East of Econ River Bridge	East of Dallas Blvd.	_	Interchange Reconstruction	75	862	0	3,408	1,402	23,150	47,517	76,414	SP	Study, Design, Const. & Partial Landscaping
69	ı	SR 429 - Binion Road Interchange	SR 414	South of Lust Road	1	New Interchange	75	335	315	985	435	9,451	18,768	30,364	SP	Study, Design, ROW & Const.
70	-	Interchange Planning Studies (Potential)	-	-	ı	Interchange Studies	0	0	0	300	0	300	0	600	SP	Planning Studies
						Encumbered Total	5,209		2,377							

 Encumbered Total
 5,209
 2,377
 ...
 ...

 Unencumbered Total
 6,534
 26,514
 47,408
 71,840
 80,070

 TOTALS
 11,743
 28,891
 47,408
 71,840
 80,070

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

### Facilities Projects Summary (1 of 3)



				Project Description  Project Cost (thousand \$) by Fiscal Year *												
e,	Project							Proje	ect Cost (th	ousand \$) l	y Fiscal Y	ear *			Fund	
Page	Number	Project Name	From	То	Length (miles)	Work Description	20	)23	20	24	2025	2026	2027	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
71	-	CFX Parking Lot Expansion	-	-	-	Parking Lot	0	0	0	114	600	0	0	714	SP	Design & Construction
72	408-430	CFX Headquarters Renovations	-	-	-	Headquarters Improvements	10	764	0	382	0	0	0	1,156	SP	Bidding & Construction
73	-	CFX Headquarters Parking Lot Canopies - PVs	-	-	-	Parking Lot Modifications	0	0	0	218	13,238	0	0	13,456	SP	Design & Construction
74	-	Miscellaneous CFX Facility/Building Improvements	-	-	-	Miscellaneous Projects	0	315	0	315	315	315	315	1,575	SP	Design & Construction
75	-	Magnolia Ave Parking Lot Phase II	-	-	-	Parking Lot Modifications	12	10	0	141	0	0	0	163	SP	Design & Construction
76	599-416A	CFX East District Facility Utilities	-	-	-	District Facility Water & Sewer	370	0	0	0	0	0	0	370	CF	Construction
77	599-416C	CFX East District Facility Renovation	-	-	-	District Facility Renovation	130	1,012	0	2,004	0	0	0	3,146	CF	Design & Construction
78	599-415A	CFX West District Facility	-	-	-	District Facility	0	0	0	0	196	3,796	1,893	5,885	SP	Study, Design & Construction
79	-	SR 516 Sustainability	-	-	-	0	0	60	0	312	0	0	0	372	CF	Design & Construction
80	408-428	CFX HQ Lighting Retrocomissioning	-	-	-	HQ Building Power Improvements	105	10	0	390	0	0	0	505	SP	Design & Construction
81	-	Work Zone Safety Application	-	-	-	Work Zone Safety	0	85	0	1,560	0	0	0	1,645	CF	Design & Construction
82	-	CFX HQ Sustainability Program	-	-	-	HQ Building Power Improvements	0	0	0	50	244	0	0	294	SP	Design & Construction
						Encumbered Total	627		0							
						Unencumbered Total		2,256		5,486	14,593	4,111	2,208			
					SU	B-TOTALS (Page 1)	2,8	383	5,4	186	14,593	4,111	2,208			

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

#### **Facilities Projects Summary (2 of 3)**



				Project Desc	ription											
e	Project							Proje	ect Cost (th	ousand \$) 1	y Fiscal Y	ear *			Fund	
Page	Number	Project Name	From	То	Length (miles)	Work Description	20	)23	20	24	2025	2026	2027	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
83	-	Coral Hills and Curry Ford Toll Plazas - PVs	-	-	-	Building Power Improvements	70	749	0	1,480	0	0	0	2,299	SP	Design & Construction
84	429-427	Independence Toll Plaza - PVs	-	-	-	Building Power Improvements	5	1,258	0	0	0	0	0	1,263	SP	Bidding & Construction
85	-	University Toll Plaza - PVs	-	-	-	Building Power Improvements	0	26	0	446	820	0	0	1,292	SP	Design & Construction
86	-	Conway West Toll Plaza - PVs	-	-	-	Building Power Improvements	0	0	0	0	77	1,949	0	2,026	SP	Design & Construction
87	-	Pine Hills and Boggy Creek Toll Plaza - PVs	-	-	-	Building Power Improvements	0	0	0	0	0	161	3,014	3,175	SP	Design & Construction
88	-	Forest Lake Mainline PV	-	-	-	Building Power Improvements	30	327	0	634	0	0	0	991	SP	Design & Construction
89	599-426	Systemwide Generator Replacement (SR 417 / 408 / 429 / 528)		1	-	Generator Replacement	5	2,847	0	0	0	0	0	2,852	CF	Bidding & Construction
90	-	Systemwide Generator Replacements and Upgrades	1	1	-	Generator Replacements	0	8	0	298	301	573	298	1,478	SP	Design & Construction
91	-	Systemwide Air Conditioner Replacements and Upgrades	-	-	-	Air Conditioner Replacements	0	23	0	140	28	144	64	399	SP	Design & Construction
92	599-765	Systemwide Plazas Roof Replacements	-	-	-	Roof Replacements	15	820	0	810	0	0	0	1,645	CF	Design & Construction
93	-	Systemwide Roof Replacements	-	-	-	Roof Replacements	0	0	0	40	550	550	550	1,690	SP	Design & Construction
94	-	Systemwide Dumb Waiter and Elevator Replacements	-	-	-	Dumb Waiters & Elevators	0	71	0	788	0	0	0	859	SP	Design & Construction
						Encumbered Total	125		0							
						Unencumbered Total		6,129		4,636	1,776	3,377	3,926			
					SU	B-TOTALS (Page 2)	6,2	254	4,6	536	1,776	3,377	3,926			

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

### DRAFT

#### **Facilities Projects Summary (3 of 3)**

				Project Desc	cription											
Page	Project	Project Name						Proje	ect Cost (th	ousand \$) l	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Project Name	From	То	Length (miles)	Work Description	20	23	20	24	2025	2026	2027	Totai	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
95	-	Ramp Plaza Enhancements Study	-	-	-	Ramp Plazas Study	0	102	0	0	0	0	0	102	SP	Study
96	-	Systemwide Toll Plaza Projects	-	-	-	Toll Plaza Projects	0	0	0	0	32	174	168	374	SP	Design & Construction
97	-	Toll System Improvements	-	-	-	Toll System Improvements	0	5,544	0	4,056	2,548	2,548	2,548	17,244	SP	Design & Construction
98	599-434	Toll Plaza Electrical and Grounding Analysis	-	-	-	Toll System Improvements	0	240	0	100	0	0	0	340	SP	Construction
						Encumbered Total	0		0							_
						Unencumbered Total		5,886		4,156	2,580	2,722	2,716			
					SU	B-TOTALS (Page 3)	5,8	386	4,1	.56	2,580	2,722	2,716			

**TOTALS** 

15,023

14,278

18,949

10,210

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



#### **Transportation Technology Projects Summary (1 of 2)**

				Project Desc	ription		Project Cost (thousand \$) by Fiscal Year *									
Page	Project	Project Name			T .1			Proje	ect Cost (th	ousand \$) 1	oy Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	1 roject rvaine	From	То	Length (miles)	Work Description	20	23	20	24	2025	2026	2027	Total	Source	1 Toject i nases i unucu
							Е	U	Е	U	U	U	U			
99	ı	Fiber Optic Network (FON) Utility Adjustments	-	-	-	Utility Adjustments	0	100	0	50	50	50	50	300	SP	Utility Adjustments
100	599-536	Regional ITS Partnership Projects	-	-	-	Regional ITS Partnership Projects	0	180	0	180	180	180	180	900	CF	Partnership Contributions
101	-	Advanced Expressway Operations Performance Measures	1	-	-	Enhancements to ITS Data Analysis Systems	0	247	0	908	227	0	0	1,382	SP	Implementation
102	599-526D	Wrong-Way Driving Countermeasures	-	-	-	Wrong-Way Driving Countermeasures	0	282	0	3,382	1,686	0	0	5,350	SP	Design & Construction
103	-	Wrong-Way Driving Countermeasure Upgrades	-	-	-	Wrong-Way Driving Countermeasure Upgrades	0	110	0	1,666	0	0	0	1,776	SP	Design & Construction
104	599-545B	Three-Line DMS Upgrade Program Phase II	-	-	-	New Full-Color DMS roadway signs	4,005	0	0	0	0	0	0	4,005	SP	Bidding & Construction
105	599-542	Field Ethernet Switch Replacement	1	-	-	IT Network Switches	0	254	0	262	271	0	0	787	SP	Implementation
106	1	Traffic Montioring Station Replacement	1	-	-	Traffic Montioring Station Replacement	0	508	0	524	541	559	577	2,709	SP	Implementation
107	1	Connected Vehicle and Big Data Needs Assessment	1	-	-	Connected Vehicle Needs Study	0	200	0	50	0	0	0	250	SP	Study
108	599-539	Connected Vehicle and Big Data Pilot Project	-	-	-	Pilot Project	0	0	0	233	408	354	0	995	SP	Design & Installation
109	-	Connected Vehicle Technology Deployment	-	-	-	Deployment of Connected Vehicle Technology	0	0	0	0	0	148	3,664	3,812	SP	Design & Implementation
110	-	Video Wall Controller/Server Hardware Upgrades	-	-		Video Replacement & Server Upgrades	340	0	0	0	0	0	0	340	SP	Installation
						Encumbered Total	4,345		0							

Unencumbered Total

**SUB-TOTALS (Page 1)** 

1,881

6,226

7,255

7,255

3,363

3,363

1,291

1,291

4,471

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

## Five-Year Work Plan Transportation Technology Projects Summary (2 of 2)



				Project Desc	ription		Project Cost (thousand \$) by Fiscal Year *									
Page	Project	Project Name						Proje	ect Cost (th	iousand \$) 1	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Project Name	From	То	Length (miles)	Work Description	20	23	20	)24	2025	2026	2027	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
111	-	Extreme Networks Switch Replacement	-	-	-	Replacement of Extreme Networks Switches	600	0	0	0	0	0	0	600	SP	Installation
112	-	Data Collection Sensor Replacement	-	-	-	Equipment Data Collection Sensors	0	300	0	300	300	0	0	900	SP	Installation
113	-	Lane Control Operations Software	-	-	-	Operations Software	0	900	0	0	0	0	0	900	SP	Installation
114	=	Hiawassee to HQ Direct Connection Fiber	-	-	-	Fiber Optic Cable	0	40	0	500	0	0	0	540	SP	Design & Installation
115	-	Remote TMS Upgrades Project	-	-	-	TMS and Cabinet replacement	0	880	0	9,660	0	0	0	10,540	SP	Design & Installation
116	-	Lake Underhill Bridge Lighting Replacement	-	-	-	Bridge Lighting Replacement	0	60	0	150	0	0	0	210	SP	Design & Installation
117		ITS Uninterrupted Power Supply (UPS) Replacement	-	-	-	UPS Replacement	0	76	0	78	80	0	0	234	SP	Implementation
118	-	Data Server Software Enhancements	-	-	-	Operations Software	150	0	0	0	0	0	0	150	SP	Installation
119	408-128A	SR 408 Sign Truss Installation	-	-	-	DMS	1,274	0	0	0	0	0	0	1,274	CF	Construction
						Encumbered Total	2,024		0							
						Unencumbered Total		2,256		10,688	380	0	0			
					SU	B-TOTALS (Page 2)	4,2	280	10,	688	380	0	0			

**TOTALS** 

10,506

17,943

3,743

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

#### **Information Technology Projects Summary**



				Project Desc	ription		Project Cost (thousand \$) by Fiscal Year *									
Page	Project	Project Name						Proje	ect Cost (th	ousand \$) 1	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Project Name	From	То	Length (miles)	Work Description	20	23	20	24	2025	2026	2027	Total	Source	Project Phases Funded
							Е	U	Е	U	U	U	U			
120	599-902	Toll Collection System Upgrade	-	-	-	Hardware & Software	14,930	0	0	0	0	0	0	14,930	CF	Implementation & Testing
121	599-533	IT Infrastructure Upgrade	-	-	-	Hardware & Software	0	1,500	0	800	500	500	500	3,800	SP	Design & Implementation
122	599-532	CFX Operations Software Update	-	-	-	Hardware & Software	0	5,000	0	5,000	2,000	0	0	12,000	SP	Design & Implementation
123	599-531	Software Development	-	-	-	Software	0	2,820	0	2,820	1,412	760	760	8,572		Design & Implementation
124	599-563	Financial / Accounting Software Replacement	-	-	-	Software	0	3,164	0	237	0	0	0	3,401	CF	Design & Implementation
125	ı	Toll System Hardware & Software Enhancement / Refresh	-	-	-	Hardware & Software	0	966	0	989	9,051	920	920	12,846	SP	Implementation & Testing
126	-	Tolling Analytics	-	-	-	Hardware & Software	670	0	360	0	240	240	240	1,750	SP	Design & Implementation
			·	·		En ayanh and Tatal	15 600		260						-	

Encumbered Total	15,600		360					
Unencumbered Total		13,450		9,846	13,203	2,420	2,420	
TOTAL	29,	050	10,	206	13,203	2,420	2,420	

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

#### **Signing and Pavement Markings Summary**



				Project Desc	ription											
Page	Project	Project Name						Proje	ect Cost (th	ousand \$) l	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	riojeci Name	From	То	Length (miles)	Work Description	20	23	20	24	2025	2026	2027	Total	Source	Floject Fliases Funded
							Е	U	Е	U	U	U	U			
127	414-640	SR 414 Guide Sign Replacement	SR 429	US 441	-	Signing & Lighting Replacement	2,711	0	0	0	0	0	0	2,711	SP	Construction
128	599-646	Systemwide Guide Sign & Lighting Replacement	-	-	-	Signing & Lighting Replacement	118	2,246	0	4,472	0	0	0	6,836	CF	Design & Construction
129	-	SR 429 & SR 453 Guide Sign Replacement	-	-	-	Signing Replacement	0	0	0	0	0	95	200	295	SP	Design & Bidding
130	-	Systemwide Annual Toll Rate Signing Updates	-	-	-	Signing	0	210	0	210	210	210	210	1,050	SP	Design & Construction
131	599-645	FY 22 Systemwide Trailblazer Project	-	-	-	Signing	10	2,294	0	0	0	0	0	2,304	CF	Design & Construction
132	-	Systemwide Trailblazer Upgrades	-	-	-	Signing	0	0	0	75	1,085	620	615	2,395	SP	Design & Construction
133	-	Systemwide Signing Replacement Projects	-	-	-	Signing	0	221	0	2,693	226	2,796	1,014	6,950	SP	Design & Construction
134	599-649	Systemwide One-Way Sign Replacements	-	-	-	Signing Replacement	10	378	0	0	0	0	0	388	SP	Bidding & Construction
135	599-658	Do Not Stop Pavement Markings	-	-	-	Pavement Markings	10	952	0	0	0	0	0	962	SP	Bidding & Construction
136	-	Systemwide Miscellaneous Signing and Pavement Markings	-	-		Signing and Pavement Markings	0	410	0	5,637	490	490	490	7,517	SP	Design & Construction
						Encumbered Total	2,859		0							
						Unencumbered Total		6,711		13,087	2,011	4,211	2,529	]		

9,570

**TOTAL** 

13,087

4,211

2,011

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



#### Renewal and Replacement Projects Summary (1 of 3)

				Project Desc	ription											
Page	Project	Project Name			Length			Proje	ect Cost (th	ousand \$) l	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
P	Number	,	From	То	(miles)	Work Description	20	)23	20	24	2025	2026	2027		Source	
							Е	U	Е	U	U	U	U			
137	-	SR 408 Resurfacing	W of SR 50	Good Homes Road	0.9	Mill & Resurface	0	0	0	0	0	0	176	176	RR	Partial Design
138	-	SR 408 Resurfacing	Good Homes Road	Hiawassee Road	2.0	Mill & Resurface	0	0	0	0	0	435	4,168	4,603	RR	Design & Partial Construction
139	-	SR 408 Resurfacing	Hiawassee Road	Pine Hills Plaza	2.4	Mill & Resurface	0	0	0	0	0	0	607	607	RR	Partial Design
140	-	SR 408 Resurfacing	Lake Underhill	Yucatan Drive	1.8	Mill & Resurface	0	0	0	0	0	588	5,633	6,221	RR	Design & Partial Construction
141	417-760	SR 417 Resurfacing	SR 528	North of Berry Dease Road	4.4	Mill & Resurface	17,953	0	0	0	0	0	0	17,953	RR	Bidding & Construction
142	599-759	SR 417 South Access Road Slope Repair	-	-	-	Slope Repair	1,766	0	0	0	0	0	0	1,766	RR	Construction
143	-	SR 429/414 Resurfacing	SR 414	US 441	3.3	Mill & Resurface	0	1,290	0	16,590	0	0	0	17,880	RR	Design & Construction
144	-	SR 429 Resurfacing	US 441	Kelly Park Road	4.3	Mill & Resurface	0	0	0	0	0	537	5,145	5,682	RR	Design & Partial Construction
145	-	SR 429 Resurfacing	Kelly Park Road	North of CR 435	3.4	Mill & Resurface	0	0	0	0	0	0	938	938	RR	Design & Bidding
146	451-767	SR 451 Resurfacing	SR 414	US 441	1.7	Mill & Resurface	6,594	0	0	0	0	0	0	6,594	RR	Construction
147	-	SR 453 Resurfacing	SR 429	SR 46	1.3	Mill & Resurface	0	0	0	0	0	964	6,200	7,164	RR	Design & Partial Const.
148	-	SR 528 Resurfacing	McCoy / Boggy Creek Rd.	SR 436	1.4	Mill & Resurface	0	0	0	0	640	5,480	2,735	8,855	RR	Design & Construction
						Encumbered Total	26,313		0							
						Unencumbered Total		1,290		16,590	640	8,004	25,602			
					SU	B-TOTALS (Page 1)	27,	,603	16,:	590	640	8,004	25,602			

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs



#### Renewal and Replacement Projects Summary (2 of 3)

				Project Desc	ription											
Page	Project	Project Name			Length			Proje	ect Cost (the	ousand \$) l	y Fiscal Y	ear *		Total	Fund	Project Phases Funded
P	Number		From	То	(miles)	Work Description	20	)23	20	24	2025	2026	2027		Source	
							Е	U	Е	U	U	U	U			
149	-	SR 528 Miscellaneous Resurfacing Project	Narcoossee Road	East of Innovation Way	-	Mill & Resurface	0	0	0	0	590	7,584	0	8,174	RR	Design & Construction
150	-	Miscellaneous Resurfacing Projects	-	-	-	Mill & Resurface	0	78	0	918	918	918	880	3,712	RR	Design & Construction
151	-	Miscellaneous Drainage and Stormwater Projects	-	-	-	Drainage and Stormwater	0	55	0	310	310	310	310	1,295	RR	Design & Construction
152	528-778	SR 528 Bridge Improvements	-	-	-	Bridge Repairs	72	473	0	463	0	0	0	1,008	RR	Design & Construction
153	-	Systemwide Bridge Projects	-	-	-	Misc. Structural Projects	0	0	0	52	429	429	392	1,302	RR	Design & Construction
154	599-773	Systemwide FY 23 Coatings of Steel Bridges (408 / 414 / 417)	-	-	-	Painting & Inspections	250	10	0	6,993	0	0	0	7,253	RR	Design & Construction
155	599-774	Systemwide FY 23 Coatings of Ramp Plaza Butterfly Structures	-	-	-	Painting & Inspections	0	87	0	769	0	0	0	856	RR	Design & Construction
156	-	SR 417 & SR 408 Coatings	S. of Lake Underhill Rd.	N. of University Blvd.	5.1	Painting & Inspections	0	308	0	2,972	0	0	0	3,280	RR	Design & Construction
157	-	SR 414 Coatings	SR 429	US 441	6.0	Painting & Inspections	0	0	0	322	5,416	0	0	5,738	RR	Design & Construction
158	-	Systemwide Coatings	-	-	-	Painting & Inspections	0	0	0	0	2,400	2,400	4,635	9,435	RR	Design & Construction
159	-	Systemwide Fence Projects	-	-	-	Fencing Replacement	0	25	0	275	275	275	275	1,125	RR	Design & Construction
160	-	Systemwide Bridge Joint & Approach Slab Projects	-	-	-	Structural	0	0	0	110	110	110	110	440	RR	Design & Construction
						Encumbered Total	322		0							
						Unencumbered Total		1,036		13,184	10,448	12,026	6,602			
					SU	B-TOTALS (Page 2)	1,3	358	13,	184	10,448	12,026	6,602			

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

### Renewal and Replacement Projects Summary (3 of 3)



				Project Desc	ription											
Page	Project	Project Name						Proj	ect Cost (th	nousand \$)	by Fiscal Y	ear *		Total	Fund	Project Phases Funded
Pa	Number	Project Name	From	То	Length (miles)	Work Description	20	)23	20	)24	2025	2026	2027	Total	Source	Floject Fliases Funded
							Е	U	Е	U	U	U	U			
161	-	Systemwide FY 23 RPM Replacements	-	-	-	RPM & Striping	0	40	0	379	0	0	0	419	RR	Design & Construction
162	-	Systemwide Reflective Pavement Markers & Thermo Striping	-	-	-	RPM & Striping	0	0	0	30	180	185	140	535	RR	Design & Construction
163	-	Systemwide Traffic Signal Replacement Projects	-	-	-	Signalization	0	0	0	615	615	615	615	2,460	RR	Design & Construction
164	599-762	Systemwide Uninterrupted Power Supply (UPS) Replacements	-	-	-	UPS Replacements	0	1,100	0	1,100	1,100	1,100	1,100	5,500	RR	Installation
						Encumbered Total	otal 0 0									

Encumbered Total	0		0				
Unencumbered Total		1,140		2,124	1,895	1,900	1,855
SUB-TOTALS (Page 3)	1,140		2,1	24	1,895	1,900	1,855
TOTALS	30,101		31,	898	12,983	21,930	34,059

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

#### **Landscape and Hardscape Projects Summary**



g Project				Project Description													
		Project Number	Project Name			To Length (miles)				Proje	ect Cost (th	ousand \$) l	oy Fiscal Y	ear *		Total	Fund
Page	From			То			20	2023		2024		2026	2027	Totai	Source	Project Phases Funded	
								Е	U	Е	U	U	U	U			
	165		Systemwide Discretionary Landscape & Hardscape Projects	-	-		Landscaping & Hardscaping	0	80	0	1,463	1,418	109	1,478	4,548		Design, Installation & Maintenance
							Encumbered Total	0		0							
							Unencumbered Total		80		1,463	1,418	109	1,478			
							TOTAL	8	30	1,4	163	1,418	109	1,478			

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

#### **Non-System Projects Summary**



			Project Description													
Page	Project	Project Name		То	Length (miles)				Project Cost (thousand \$) by Fiscal Year *							Project Phases Funded
Pa	Number		From			I Work Description	20	)23	20	24	2025	2026	2027	Total	Source	1 Toject i nases i unucu
							Е	U	Е	U	U	U	U			
160	-	Goldenrod Road (SR 551) Thermo & RPMs	SR 528	Lee Vista Blvd.	1.6	Pavement Markings - Thermo & RPMs	0	24	0	350	0	0	0	374	NSP	Design & Construction
167	-	Goldenrod Road (SR 551) Resurfacing	SR 528	Lee Vista Blvd.	1.6	Mill & Resurface	0	0	0	0	252	3,104	0	3,356	NSP	Design & Construction
168	-	Goldenrod Road (SR 551) Resurfacing	Lee Vista Blvd.	Hoffner Avenue	0.9	Mill & Resurface	0	0	0	0	0	0	171	171	NSP	Design & Construction

Encumbered Total	0		0				
Unencumbered Total		24		350	252	3,104	171
TOTALS	2	4	3:	50	252	3,104	171

<sup>\*</sup> Construction Costs Escalated at 4.0% for FY 2023, 2.8% for FY 2024, 2.9% for 2025, 3.0% for FY 2026, and 3.1% for FY 2027. In general, all other costs escalated at an average of 2.9% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs