AGENDA BOARD MEETING June 9, 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 MAY 12, 2022 BOARD MEETING MINUTES (action Item)
- D. APPROVAL OF CONSENT AGENDA (action item)
- E. REPORTS
  - 1. Chairman's Report
  - 2. Treasurer's Report
  - 3. Executive Director's Report

#### F. REGULAR AGENDA ITEMS

- 1. SR 414 EXPRESSWAY EXTENSION PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY Dana Chester, Manager of Engineering and Sunserea Gates, Senior Project Manager, VHB (action item)
- 2. NORTHEAST CONNECTER PHASE I PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY Dana Chester, Manager of Engineering and Dan Kristoff, Project Manager, RS&H (action item)

(CONTINUED ON PAGE 2)

- 3. STRATEGIC PLAN UPDATE Michelle Maikisch, Chief of Staff/Public Affairs Officer (info item)
- G. BOARD MEMBER COMMENT
- H. ADJOURNMENT

#### This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, 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-cfx-way.com">linearing-cfx-way.com</a> at least three (3) business days prior to the event.

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

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 quidelines and to ensure the safety and welfare of the public.

# C.

# APPROVAL OF BOARD MEETING MINUTES

#### MINUTES BOARD MEETING May 12, 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 9:02 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
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Victoria Siplin, Orange County
Commissioner Curt Smith, Brevard County

#### **Board Member Appearing Telephonically:**

Jay Madara, Gubernatorial Appointment

#### 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.



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

#### C. <u>APPROVAL OF APRIL 14, 2022 BOARD MEETING AND BOARD WORKSHOP MINUTES</u>

A motion was made by Commissioner Siplin and seconded by Commissioner Constantine to approve the April 14, 2022 Board Meeting and Board Workshop Minutes as presented. The motion carried unanimously with seven (7) members in attendance voting AYE by voice vote. One (1) board member, Mr. Madara voting AYE by phone. Two (2) board members, Mayor Demings and Mr. Maier were not present.

#### D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

#### **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

2. 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)
- 5. 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)

A motion was made by Mayor Dyer and seconded by Mr. Martinez to approve the Consent Agenda as presented. The motion carried unanimously with seven (7) members in attendance voting AYE by voice vote. One (1) board member, Mr. Madara voting AYE by phone. Two (2) board members, Mayor Demings and Mr. Maier were not present.

Mayor Demings arrived at this time 9:04 a.m.

#### E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Parks commented on the following:

- On May 12th -13th the TEAMFL meeting will be held in Ft Myers; and
- In June there will be a 2045 Master Plan Workshop after the regular board meeting.

Mr. Maier arrived at this time 9:06 a.m.

#### TREASURER'S REPORT

Commissioner Constantine reported that as of the end of March, CFX's toll revenue year-to-date was \$452,200,000, which is 16% over budget and 27% over prior year.

Total Operations, Maintenance and Administration expenses were \$68,300,000, which is 3% under budget.

After debt service, the total net revenue available for projects for the year was \$233,000,000.

#### 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 thanked Board Member Jay Madara for creating the CFX partnership with Orange County Public Schools. On April 21st, CFX hosted the Orange County Public High Schools' learning days for 42 students from 22 high schools.
- UCF College of Engineering and computer science professor, Dr. Al-Deek and his team have been honored by the National Transportation Research Board for their work on CFX's wrong way driving program. Ms. Kelley thanked Dr. Al-Deek for his ground-breaking research which greatly contributed to CFX's wrong way driving program, resulting in over 1,070 documented turn arounds to date.

#### F. REGULAR AGENDA ITEMS

1. <u>APPROVAL OF NOMINATION FOR APPOINTMENT OF MAURICE "MO" PEARSON TO THE ENVIRONMENTAL STEWARDSHIP 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. Maurice "Mo" Pearson to the Environmental Stewardship Committee. The motion carried unanimously with nine (9) board members in attendance voting AYE by voice vote. One (1) board member, Mr. Madara voting AYE by phone.

#### 2. PROPOSAL BY BOARD MEMBER COMMISSIONER LEE CONSTANTINE

Commissioner Constantine detailed specifics of the proposed Resolution of Support regarding the Split Oak National Forest.

Discussion ensued regarding road expansion, additional language and enforceability. Questions were asked by the Board Members which were answered by Ms. Kelley and Commissioner Constantine.

A motion was made by Commissioner Constantine and seconded by Mayor Dyer to approve the Resolution of Support with the language of linear facilities, utilization of bridging along the 1.3-mile expressway and dog friendly trails language added as instructed. The motion carried unanimously with nine (9) board members in attendance voting AYE by voice vote. One (1) board member, Mr. Madara voting AYE by phone.

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

Ms. Lisa Lumbard, Chief Financial Officer, and Mr. Glenn Pressimone, Chief of Infrastructure presented the final budget for approval. They made minor revisions since the workshop which they detailed. The Finance Committee has recommended that this budget be presented to the Board for approval.

Ms. Lumbard provided a summary of spending in FY 2023. Mr. Pressimone detailed the FY 2023-2027 Work Plan, the Work Plan funding distribution, the ongoing widening projects, major interchange projects and additional projects.

Mr. Madara left the meeting at this time.

Ms. Lumbard described the budget for FY 2023 including the revenues, the Operation, Maintenance and Administration Budget, debt service ratio, capital planning model results and projected senior lien coverage ratio. She stated that the budget is fully fundable.

A motion was made by Commissioner Arrington and seconded by Commissioner Siplin to approve the Budget, Fiscal Years 2023-2027 Five-Year Work Plan and Fiscal Year 2023 Operations, Maintenance and Administration. The motion carried unanimously with nine (9) board members in attendance voting AYE by voice vote. One (1) board member, Mr. Madara was not in attendance.

#### G. BOARD MEMBER COMMENT

The following Board Members commented:

- Commissioner Constantine;
- Commissioner Arrington; and
- Chairman Parks.

Chairman Parks announced that the next Board Meeting is scheduled for June 9, 2022.

#### H. ADJOURNMENT

Chairman Parks adjourned the meeting at approximately 9:53 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>.



# **D.**Consent Agenda

#### CONSENT AGENDA June 9, 2022

#### **ADMINISTRATIVE SERVICES**

1. Approval of Third Contract Renewal with Corcoran & Associates, Inc. d/b/a Corcoran Partners for Government Relations & Advocacy Services Contract No. 001541 (Agreement Value: \$45,000.00)

#### **CONSTRUCTION**

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

Project 417-141 Hubbard Construction Company \$ 70,064.61 Project 538-165 The Lane Construction Corporation \$ 543,350.83

- 3. Approval of Contract Award to Masci General Contractor, Inc. for SR 417 Resurfacing from SR 528 to Berry Dease Road, Project No. 417-760, Contract No. 001907 (Agreement Value: \$16,029,260.78)
- 4. Approval of Revised Purchase Order to Dura-Stress, Inc. for Owner Direct Material Purchase for the Poinciana Parkway Widening Project, Project 538-165 (Agreement Value: not-to-exceed \$2,042,969.50)

#### **ENGINEERING**

- 5. Approval of Supplemental Agreement No. 4 with CDM Smith, Inc. for Traffic and Earnings Consultant Services, Contract No. 001300 (Agreement Value: not-to-exceed \$1,000,000.00)
- 6. Approval of Supplemental Agreement No. 5.a with RS&H, Inc. for SR 417 Widening from John Young Parkway to Landstar Boulevard Post Design Services, Project No. 417-142, Contract No. 001313 (Agreement Value: not-to-exceed \$120,012.70)
- 7. Approval of Supplemental Agreement No. 2 with HDR Engineering, Inc. for Design Services for SR 516 Lake/ Orange Expressway – Seg. 1, Project No. 516-236, Contract No. 001670 (Agreement Value: not-to-exceed \$337,982.63)
- 8. Approval of The Transtec Group, Inc. as a Subconsultant to HDR Engineering, Inc. for Design Services for SR 516 Lake/Orange Expressway Seg. 1, Project No. 516-236, Contract No. 001670
- 9. Approval of Supplemental Agreement No. 2 with BCC Engineering, LLC for Design Consultant Services for SR 516 Lake/Orange Expressway from West of Cook Road to Lake/Orange County Line Seg. 2, Project No. 516-237, Contract No. 001686 (Agreement Value: not-to-exceed \$1,255,506.91)
- 10. Approval of Contract Award to Bentley Architects + Engineers, Inc. for Design Services for SR 528 West Mainline Data Collection Gantries, Project No. 528-172, Contract No. 001845 (Agreement Value: \$700,000.00)
- 11. Approval of Contract Award to Jacobs Engineering Group, Inc. for Concept, Feasibility and Mobility (CF&M) Study for the SR 417 (Seminole Expressway) to Orlando Sanford International Airport Connector, Project No. 417-246, Contract No. 001868 (Agreement Value: \$900,000.00)

- 12. Approval of Final Ranking and Authorization for Negotiations for Design Services for 408 Eastbound (EB) Lane Addition, Orange Blossom Trail (US 441) to I-4, Project No. 408-315A, Contract No. 001905
- 13. Approval of Final Ranking and Authorization for Negotiations for Design Services for SR 534/SR 417 Systems and Service Interchanges Seg. 1, Project No. 534-241, Contract No. 001908

#### **LEGAL**

14. Approval of the Slope Easement Agreement and the Second Temporary Construction Easement with Randall Park Community Development District, Project No. 528-1240, Parcel No. 104

#### **MAINTENANCE**

- 15. Approval of Fourth Contract Renewal with Rockhopper Services, Inc. for Systemwide Aquatic Vegetation Control Services Contract No. 001412 (Agreement Value: \$200,400.00)
- 16. Approval of Fourth Contract Renewal with Chavez's Lawn Services, Inc. for Mowing and Landscaping Services of the Poinciana Parkway Contract No. 001650 (Agreement Value: \$250,000.00)
- 17. Approval of Contract Award to Louis Berger Hawthorne Services, Inc. for Systemwide Facilities Maintenance Services, Contract No. 001910 (Agreement Value: \$12,430,000.00)
- 18. Approval of Cooperative Purchase Agreement with Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC for Security Guard Services, Contract No. 001920 (Agreement Value: not-to-exceed \$750,000.00)
- 19. Approval of Subcontractors to Louis Berger Hawthorne Services, Inc. for Roadway and Bridge Maintenance Services SR 429, SR 414, and SR 453, Contract No. 001821

#### **RISK MANAGEMENT**

20. Approval of Bridges and Plazas Insurance Policy with Zurich American Insurance Company (Agreement Value: \$935,000.00)

#### TECHNOLOGY/TOLL OPERATIONS

21. Approval of Purchase Order to Temple, Inc. for Field Ethernet Switch Equipment, Project 599-432 (Agreement Value: \$189,924.00)

#### **TRAFFIC OPERATIONS**

- 22. Approval of Second Contract Renewal with AECOM Technical Services, Inc. for General Systems Consultant Services, Contract No. 001215 (Agreement Value: \$2,750,000.00)
- 23. Approval of Purchase Order to PC Solutions & Integration, Inc. for Firewall and Core and Network Switch Replacement (Agreement Value: \$312,816.94)

#### The following items are for information only:

- A. The following is a list of advertisement(s) from May 9, 2022 through June 5, 2022:
  - 1. 534-243: SR 534 East of Jim Branch Creek to Narcoossee Road Seg. 3 Design
  - 2. 538-165A: SR 538 Pond 4-2 Re-Shaping Construction
  - 3. Traffic & Earnings Consultant

#### 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. 408-175: SR 408 West Bound Widening I-4 to Chickasaw Design
  - 3. 408-430: CFX HQ 2<sup>nd</sup> Floor Retrofits Construction
  - 4. 408-566: Video Wall Replacement
  - 5. 414-208: SR 414 Expressway Extension Design Design
  - 6. 528-757: SR 528 Farm Access Bridge 1 Removal Construction
  - 7. 599-171: Systemwide Median Protection Improvements Construction
  - 8. 599-416C: McCoy Road Facility Building Reconstruction Construction
  - 9. 599-645: Systemwide Trailblazers Upgrades Construction
  - 10. 599-649: Systemwide One-Way Sign Replacements Construction
  - 11. 599-765: Systemwide Toll Plaza Facia and Roof Replacements Construction
  - 12. Bond Counsel Services
  - 13. Communication and Public Outreach Services
  - 14. Coral Hills Mainline Photovoltaic (PV) Deployment Design/Build Contract
  - 15. Disclosure Counsel Services
  - 16. Financial Advisor Services
  - 17. Out Parcel Mowing SR 414, SR 429, SR 451 & SR 453
  - 18. Pressure Washing of Bridges SR 414, SR 429, SR 451 & SR 453
  - 19. Public Information Services

# CONSENT AGENDA ITEM #1

#### **MEMORANDUM**

TO: **CFX Board Members** 

Aneth Williams FROM:

Director of Procurement

DATE: May 19, 2022

SUBJECT: Approval of Third Contract Renewal with Corcoran & Associates, Inc. d/b/a

Corcoran Partners for Government Relations & Advocacy Services

Contract No. 001541

Board approval is requested for the third renewal of the referenced contract with Corcoran Partners in the amount of \$45,000.00 for one year beginning on August 1, 2022 and ending July 31, 2023. The original contract was for one year with renewal options.

The work to be performed includes advising and assisting with matters involving legislative initiatives and monitoring.

Original Contract	\$ 45,000.00
First Renewal	\$ 45,000.00
Second Renewal	\$ 45,000.00
Third Renewal	\$ 45,000.00
Total	\$180,000.00

This contract is included in the OM&A Budget.

Reviewed by:

Chief of Staff/Public Affairs Officer

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 3 AGREEMENT CONTRACT NO. 001541

THIS CONTRACT RENEWAL NO. 3 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of June 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Corcoran & Associates, Inc. dba Corcoran Partners, a Florida corporation, register and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

**WHEREAS**, on August 1, 2019, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide government relations and lobbying services.

**WHEREAS**, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

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

- 1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term</u>. CFX and Consultant agree to exercise the third renewal of said Initial CFX Contract, which renewal shall begin on August 1, 2022 and end on July 31, 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 \$45,000.00 ("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.

## CORCORAN & ASSOCIATES, INC. dba CORCORAN PARTNERS

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	By: Aneth Williams, Director of Procurement
Print Name:	
Title:	
ATTEST: (SEAL)	
Secretary or Notary	
If Individual, furnish two witnesses:	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of,
By:	2022 for its exclusive use and reliance.
Print Name:	By:
By:	Diego woody Rodriguez, General Counsel
Print Name:	

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 2 AGREEMENT CONTRACT NO. 001541

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 8th day of May 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Corcoran & Associates, Inc. d/b/a Corcoran Partners, a Florida corporation, register and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

WHEREAS, on August 1, 2019, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide government relations and lobbying 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. <u>Renewal Term.</u> CFX and Consultant agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on August 1, 2021 and end on July 31, 2022 ("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 \$45,000.00 ("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.

CORCORAN & ASSOCIATES INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY		
ву:	By: Digitally signed by Aneth Williams Date: 2021.04.28 16:15:43 -04'00' Aneth Williams, Director of Procurement		
Print Name: Michael Corcoran  Title: CEO			
ATTEST:(SEAL) Secretary or Notary			
If Individual, furnish two witnesses:	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 22 day of April . 2021 for its exclusive		
By: Matthew Blair	By: Woody Rodriguez  Diego "Woody" Rodriguez, General Counsel		

By: Andrea Toyar

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001541

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this "day of June 2020, by and between Central Florida Expressway Authority, hereinafter called "CFX" and "coran Partners, herein after called the "Consultant."

#### WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated 1, 2019, whereby CFX retained the Consultant to provide government relations and lobbying services and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, and Consultant agree to the first renewal of said Original Agreement beginning the 1st day of August 2020 and stating the 31st day of July 2021 at the cost of \$45,000.00, which increases the total amount of the Original Agreement.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2020 07:01 H:45:40 -04:00

Director of Procurement

Va mat

Authorize LSignature

Secretary or Notary (SEAL)

.

Individual furnish two witness:

6 seulle

Legal Approval as to Form Diego "Woody" Digitally

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020,07.01 07:58:53 -04:00"

General Counsel for CFX



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT GOVERNMENT RELATIONS & LOBBYIST SERVICES CONTRACT NO. 001541

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This Agreement is made this 1<sup>st</sup> day of August 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and CORCORAN & ASSOCIATES INC dba CORCORAN & JOHNSON, 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602, hereinafter the "CONSULTANT," who is duly authorized to conduct business in the State of Florida.

#### WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of [CFX];" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide government relations & lobbying services by way of advising and assisting CFX with matters involving State governmental or regulatory bodies as may be assigned to the Consultant by CFX; and

WHEREAS, on or about November 1, 2015, the CONSULTANT entered an agreement with Tampa-Hillsborough County Expressway Authority under its Contract No. O-01215 to provide substantially the same services as required by CFX; and

WHEREAS, a Request for Proposals seeking qualified Consultants to perform such services for CFX was not required because the CONSULTANT has an existing contract with TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY for substantially the same services to be provided hereunder and CFX has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY; and

WHEREAS, the CONSULTANT agrees to provide the services under the same terms, conditions and rates as included in its contract with TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, a copy of which is attached to this Agreement as Exhibit "A", and such additional terms and conditions as detailed below.

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

#### 1. RECITALS

The recitals are true and corrected and incorporated herein as terms.

## 2. ADOPTION OF TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY CONTRACT

The parties adopt the terms and conditions in the CONSULTANT's existing contract with the TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY under its Contract No. O-01215, including the Master Services Agreement, by reference as though set forth fully herein, hereinafter referred to as the "Authority", subject to the substitutions or revisions described below.

- 2.1 References to "AUTHORITY" in the Tampa-Hillsborough County Expressway Authority contract shall be replaced with the "Central Florida Expressway Authority" or "CFX".
  - 2.2 The term "Executive Director" in the Scope of Services shall be replaced with "Chief of Staff/Public Affairs Officer".
- 2.3 In the Authority's contract in Section 3 on page 4, shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:

This Agreement shall begin upon the date set as the "Effective Date" and shall continue in effect for a period of three (3) years ... The term of the Contract will be one (1) year beginning August 1, 2019. The option to renew is 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 30 days prior to the expiration of the initial Contract terms.

2.4 In the Authority's contract in Section 4 on page 5, entitled "Compensation and Payment" shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:

The Consultant, Corcoran & Johnson Government Relations shall be paid an Annual Flat Rate Fee of \$105,000 in year one of the contract for services rendered, CFX TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY will assign work by task work order to the CONSULTANT. Work performed by the CONSULTANT prior to issuance of a task work order may not be compensated by CFX. The work described herein will be assigned at CFX's sole discretion, no minimum guarantees are expressed or implied to the amount of

task to be assigned to the CONSULTANT. The Contract amount shall not exceed \$45,000.00 during the term.

In addition, <u>CFX TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY</u> AUTHORITY will reimburse the CONSULTANT for reasonable out-of-pocket expenses incurred in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, <u>CFX</u> policies and procedures, <u>but only with prior written approval</u>.

- 2.5 In the Authority's contract in Section 4 on page 6, sub section 4.03 4:05 shall be deleted.
- 2.6 In the Authority's Contract on page 3, Section K entitled "Public Records" shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:
  - 1. CFX COUNTY is public agency subject to Chapter 119, Florida Statutes. The Contractor CONSULTANT shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the CFX COUNTY-in order to perform the services. (b) providing the public with access to public records on the same terms and conditions that the CFX COUNTY would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided. (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and (d) meeting all requirements for retaining public records and transfer at no cost to the CFX COUNTY all public records in possession of the Contractor CONSULTANT upon termination of the Agreements 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 CFX COUNTY in a format that is compatible with the information technology systems of the CFX COUNTY.

The parties agree that if the Consultant fails to comply with a public records request, then <u>CFX COUNTY</u> must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

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

or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

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

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
(407) 690-5000
PublicRecords@CFXWay.com

#### ADDITIONAL TERMS REQUIRED BY CFX

3. 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 Agreement in the manner and to the full extent as required by CFX.

#### 4. CONSULTANT INSURANCE.

CONSULTANT shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated in the CONSULTANT's Authority 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. CONSULTANT'S RECORDS.

The CONSULTANT shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under this Agreement. The CONSULTANT hereby grants CFX and its duly authorized representative's permission to audit and review any

and all of the CONSULTANT's records pertaining to the Agreement. The CONSULTANT shall furnish CFX all invoices and statements for which it requests reimbursement.

#### 6. PERSONAL SERVICE CONTRACT.

This Agreement is not assignable by the CONSULTANT without the expressed written consent of CFX.

#### 7. ENTIRE AGREEMENT.

It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.

#### 8. PRESS RELEASES.

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

9. **PERMITS, LICENSES, ETC.** Throughout the term of the Contract, 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.

#### 10. 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).

#### 11. ANTI-DISCRIMINATION STATEMENT.

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."

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

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

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

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

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

#### 13. SUBLETTING AND ASSIGNMENT

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

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

#### 14. 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.

CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of CFX.

#### 15. NOTIFICATION of CONVICTION of CRIMES

CONSULTANT shall notify CFX if any of CONSULTANT's dedicated management team or other individuals assigned to CFX 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. CFX reserves the right to require replacement of any individual for any reason with or without cause.

#### 16. NONDISCRIMINATION

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

#### 17. DISPUTES AND TERMINATION

All services shall be performed by the CONSULTANT 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.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 7 days notice for convenience or 10 days notice for cause.

#### 18. OTHER SEVERABILITY

If any section of this Agreement 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.

#### 20. INTERPRETATION

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

#### 21. 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:

- (a) Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and
- (b) 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.

#### 22. 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. IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

#### CORCORAN & JOHNSTON GOVERNMENT RELATIONS

By:	Com		
Title:	PARTICE	A STATE OF THE PARTY OF THE PAR	MICHELLE A KAZOURIS
Attest:	Wikelle a. Majouris	een (Seal)	Expires August 7, 2021 Sended Three Budget Notary Service
Date:	8/23/19	(Scar)	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Director of Procurement

19 AUG 26 4-11:25

Approved as to form and execution, only, for reliance by CFX only,

General Counse for CFX

#### EXHIBIT "A"

Contract No. O-01215 Master Services Agreement,

# AMENDMENT NO. 1 TO AGREEMENT BETWEEN TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY AND

# CORCORAN & JOHNSTON GOVERNMENT RELATIONS FOR

# GOVERNMENT RELATIONS & LOBBYIST SERVICES CONTRACT NO. 0-01215

This AMENDMENT NO. 1 TO AGREEMENT FOR GOVERNMENT RELATIONS & LOBBYIST SERVICES ("Amendment No. 1") is made and entered into effective the day of November. 2018 (the "Effective Date"), by and between TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY (the "Authority"), and CORCORAN & JOHNSTON GOVERNMENT RELATIONS ("the Consultant") as may each be individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

WHEREAS, the Authority and the Consultant entered into the government relations and lobbyist services (the "Agreement") on the 1st day of November, 2015 through October 31, 2018; and

WHEREAS, the purpose of this Amendment No. 1, is to renew the Agreement for the period of November 1, 2018 through October 31, 2019; and

NOW, THEREFORE, for and in valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree that the Agreement is amended as follows:

- 1. The above recitals are true and correct and are incorporated herein.
- The Parties agree to renew the contract for the period of November 1, 2018 through October 31, 2019.

Except as may be modified herein, all terms and conditions of the Agreement remain in full force and effect. The Agreement and Amendment No. 1, as amended, represent the entire understanding between the Parties on the issues contained in the Agreement, either written or oral, and may be amended by written instrument signed by both parties in the future.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Amendment No. 1.

Authorization as to avail

Arey Lettellein

#### TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Joseph Waggoner
Executive Director

Date: 11-7-18

Approved as to form, content and legality:

Patrix T. Maguire. Esq., General Counsel

CORCORAN & JOHNSTON GOVERNMENT RELATIONS

Ву:

Matthew Blair, Partner & Project Manager

Date: 10-4 7-3

Witness to the signature of CORCORAN & JOHNSTON

Signature: ( see

Amendment (H = Contract O-05215 + Page 2 of 2

#### AGREEMENT

#### Between

#### TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

and

#### CORCORAN & JOHNSTON GOVERNMENT RELATIONS

For

### GOVERNMENT RELATIONS & LOBBYIST SERVICES

#### THEA CONTRACT NO. O-01215

THIS AGREEMENT is made and entered into as of the 1<sup>st</sup> day of November, 2015 ("Effective Date"), by and between the TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, a public body politic and corporate and agency of the State of Florida, organized and existing under the Laws of Florida ("Authority"), whose address is 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602, and CORCORAN & JOHNSTON GOVERNMENT RELATIONS, ("CONSULTANT"), a corporation duly existing under the laws of the State of Florida, whose local address is 21748 State Road 54, Suite 102, Lutz, Florida 33549.

WHEREAS, the Authority is created and established to construct, reconstruct, improve, extend, repair, maintain, and operate the "Expressway System", pursuant to Part IV, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.54, Florida Statutes, the Authority has been granted the power to make contracts of every name and nature and to execute all instruments necessary or convenient for the conduct of its business and for carrying out the purposes of the Authority; and

WHEREAS, in response to the Authority's competitive solicitation process, the CONSULTANT submitted its proposal No. O-01215 on September 01, 2015; and

WHEREAS, the Authority has identified CONSULTANT is a highly qualified provider of the required services and requested CONSULTANT to conduct state governmental and lobbyist consulting services ("Services") as more particularly described in the Scope of Services attached as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Authority agrees to compensate the CONSULTANT for the Services, as authorized and described herein, and CONSULTANT agrees to perform such Services in accordance with the Fee Schedule attached as Exhibit "B" and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual covenants herein made and the benefits to accrue to the parties, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. RECITALS.

The above recitals are true and correct and are incorporated herein.

#### 2. SERVICES AND PERFORMANCE.

- 2.01 The Authority hereby retains the Contractor pursuant to the terms set forth in this Agreement and services to be performed by or on behalf of the Contractor is hereinafter described in Exhibit "A" to this Agreement. Specific project services to be rendered by the Contractor will commence upon execution of the contract by the parties.
- 2.02 Before making any additions or deletions to the Services described in this Agreement or in Exhibit "A" that are essential to the completion of Services and which require additional compensation, the parties shall negotiate any changes or revisions to such Services and any necessary cost changes and shall enter into a supplemental written agreement providing for such modifications and the compensation to be paid therefore. Such supplemental agreement(s) may also be described on a Change Order and such agreement(s) that will exceed the approved Project budget are subject to the approval of the Authority's governing Board. Upon execution, any such supplemental agreement(s) and/or Change Orders shall be attached hereto and incorporated herein by reference.
- 2.03 The proposal submitted for this Project was evaluated, in part, based upon the qualifications of the Contractor's organization and upon the qualifications of key personnel presented in the Proposal. The Contractor agrees and acknowledges that it will provide the full complement of staff required to perform the Services, including the specific individuals named in the Proposal. The specific key personnel named in the Contractor's Proposal shall remain assigned for the duration of the Project, unless otherwise agreed to in writing by the Authority.
- 2.04 In the event Contractor proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior qualifications and experience as required to

successfully perform such duties. The Authority shall have the sole right to determine whether key personnel proposed as substitutes are accepted and qualified to work on the Project.

- 2.05 The Contractor agrees to coordinate the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the Agreement.
- 2.06 The Contractor shall function as an extension of the Authority's staff by providing qualified technical and professional personnel to perform the Services assigned under the terms of this Agreement. The Contractor shall be expected to operate without extensive oversight and direction and to represent, advance, and further the interests of the Authority throughout all aspects and phases of the Project.
- 2.07 The Contractor and its subContractors agree to provide the Services in accordance with the generally accepted standards of ethical and professional practice and in accordance with all applicable laws, rules, regulations, ordinances, codes, decrees, policies, standards or other guidelines issued by those governmental agencies which have or may claim jurisdiction over all or any portion of the Services. Contractor has represented to the Authority during the selection process that the Contractor possesses that level of skill, knowledge, experience, and expertise that is required to perform the Services.
- 2.08 The Contractor shall perform the Services to the reasonable satisfaction of the Authority. All questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement regarding the prosecution and fulfillment of the Services or the character, quality, amount, or value thereof, which cannot be settled by mutual agreement of the parties shall be first attempted to be resolved by non-binding mediation, then settled by recourse to litigation under Florida Law, subject to the additional provisions of Sections 9 through 11.
- 2.09 The Services of the Contractor have been and will be rendered as an independent contractor and not as an employee. In this regard, the Contractor shall not be deemed as an employee of the Authority for purposes of any tax or contribution levied by the Federal Social Security Act or any corresponding state law with respect to employment or compensation for employment, and the Contractor shall file all tax forms required of an independent contractor.
- 2.10 The Authority will be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination will be maintained by the Contractor with the Authority, or other agencies interested in the Project on behalf of the Authority.
- 2.11 The Contractor shall permit inspections of its Services by the Authority or its designee, if requested by the Authority.

- 2.12 Contractor agrees to provide Project Schedules and Progress Reports in a format acceptable to the Authority at intervals established by the Authority. The Authority's Executive Director and/or its designee(s) shall meet with the Contractor's key personnel to plan for performance of work activities and staffing levels to be provided by the Contractor. The closest collaboration and cooperation shall be maintained by the Contractor with authorized representatives of the Authority, or of other agencies and organizations designated by the Authority.
- 2.13 All plans, tracings, reports, drawings, maps, estimates, specifications, computer records, survey notes, reports, records management programs, and any other data, deliverable, and material, and any part thereof, created, compiled, prepared or obtained by or on behalf of the Contractor pursuant to this Agreement, as well as all data collected, together with summaries and charts derived therefrom and together with all materials and data furnished to the Contractor by the Authority, are instruments of service in respect to the Project hereunder and shall upon payment to Contractor for Services rendered hereunder be and remain the property of the Authority without restriction or limitations on its use will be made available, upon request, to the Authority at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Authority of said document(s), the Authority will become the custodian thereof in accordance with Chapter 119, Florida Statues. The Contractor will not copyright any material and products or patent any invention developed under this Agreement. The Authority agrees that it will not make any modifications to the signed and sealed documents of the Contractor or allow or enable others to reuse such documents without the prior written consent of the Contractor, which consent shall not be unreasonably withheld.
- All final plans, documents, reports, studies and other data prepared by the Contractor shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Authority of Business and Professional Regulation, and guidelines published by the Authority, 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.

#### TERM.

3.01 Subject to the termination provisions set forth in this Agreement, this Agreement shall begin upon the date set as the "Effective Date" and shall continue in effect for a period of three (3) years with the option to renew for two (2) additional one (1) year terms. The renewal options, if exercised, will be in the form of a written Task Order Authorization, in the form attached as Exhibit "D", which requires

CONSULTANT's signature denoting its acknowledgement and acceptance to extend the Agreement for the subsequent one (1) year term under the same terms and conditions.

- 3.02 Contractor will not be permitted to commence or continue work efforts if all conditions precedent to commencement under the Agreement have not been satisfied.
- 3.03 In the event it becomes impracticable or impossible for the Contractor to complete the expected services within the term of this Agreement due to delays on the part of the Authority or circumstances beyond the control of the Contractor, The Agreement may be extended. An extension of the Agreement must be in writing. In the event there are delays caused by the Authority in approval of any of the materials submitted by the Contractor or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Contractor which delay the scheduled Project completion date, the Authority may grant an extension of time equal to the aforementioned Project schedule delay, as a minimum by issuance of a Time Extension Letter.
- 3.04 It will be the responsibility of the Contractor 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 Contractor will submit a written request to the Authority 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 Authority will review the request and make a determination as to granting all or part of the requested extension.
- 3.05 In the event time for performance of the scheduled Project services expires and the Contractor has not requested, or if the Authority 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 Authority if the Agreement term has not expired.

#### 4. COMPENSATION AND PAYMENT.

- 4.01 The Authority agrees to compensate the CONSULTANT for Services performed under this Agreement, as described in the **Fee Schedule**, **Exhibit "B"** to this Agreement and/or in individual executed Task Order(s) as applicable.
- 4.02 The Consultant, Corcoran & Johnston Government Relations shall be paid an Annual Flat Rate Fee of \$105,000 in year one of the contract for services rendered. The Annual Flat Rate Fee shall be paid in twelve equal monthly payments of \$8,750. The Annual Flat Rate Fee shall include all costs

associated with performance of the Consultant including out-of-pocket expenses, with the exception of travel. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this contract will be paid in accordance with the rates and conditions set forth in Section 112 061, Florida Statutes.

- 4.03 The Sub-Consultant, Louis Betz & Associates, shall be paid for "on-call, as-needed" services rendered not to exceed \$30,000. per year. A fee of \$2,500. per month shall be paid for each month only when services are rendered. The Sub-Consultant, Allegra/Manci Graphics Corporation, shall be paid for "on-call, as-needed" services rendered not to exceed \$7,500. per year only when services are rendered. The fee shall include all costs associated with performance of the Sub-Consultant including out-of-pocket expenses, with the exception of travel. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this contract will be paid in accordance with the rates and conditions set forth in Section 112 061, Florida Statutes.
- 4.04 Sub-Consultant services under this Agreement will be requested by the Authority on an as-needed basis. The Authority does not guarantee that any Services will be assigned to the Sub-Consultant during the term of this Agreement. The Authority has not made any representation or assurance to the Consultant or Sub-Consultant as to the total compensation to be paid to the Sub-Consultant under this Agreement. The Authority at its option may elect to have any of the Services set forth herein performed by other consultants or Authority staff.
- 4.05 Nothing in this Agreement shall create any contractual relationship between any sub-consultant and Authority or any obligation on the part of Authority to pay or to see to the payment of any monies due any sub-consultant, except as may be otherwise required by law.
- 4.06 The Consultant shall submit monthly invoices to the Authority for appropriate costs no more than thirty (30) calendar days after the end of the billing period. The amount invoiced shall be in accordance with the terms of the Fee Schedule, Exhibit "B", and shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Progress report(s) shall be submitted with each invoice. Such reports shall also include information with respect to the Consultant's utilization of SBE firms. The Authority shall have 30 days to review and render payment for all work deemed satisfactorily performed.
- 4.07 If a payment is not made to the Consultant within 30 days of receipt of an approved invoice, a separate interest penalty at a rate established pursuant to Section 218.74, Florida Statutes will be due and payable to the Consultant. Invoices that are returned to the Consultant because of preparation errors or uncompleted or unsatisfactory work will result in a delay in the payment and are not subject to the 30-day payment provision.
- 4.08 Invoices for any travel expenses, when authorized by terms of this Agreement and by the Authority's Executive Director, will be submitted in accordance with Section 112.061, Florida Statutes.

- 4.09 Records of costs ("Records") incurred under terms of this Agreement will be maintained by the CONSULTANT for the entire term of the Agreement and for a period of three (3) years after the later of (a) final acceptance of a project by the Authority; (b) the end of the term of the Agreement; or (c) until all claims (if any) regarding the Agreement are resolved. Final acceptance is defined as when a project or service has been satisfactorily completed, as determined by the Authority, and at which time the CONSULTANT shall be given written notice of final acceptance. Incomplete or incorrect entries in such Records shall be grounds for disallowance by the Authority of any fees, expenses, or costs based upon such entries. Records of costs incurred shall include the CONSULTANT's general accounting records and project records, together with supporting documents of the CONSULTANT and all subconsultants performing services under the Agreement, and all other records of the CONSULTANT and subconsultants that are considered necessary by the Authority for a proper audit.
- 4.10 Effect of Payments. No payment by the Authority shall relieve the CONSULTANT of its obligation to deliver timely the Services required under this Agreement. If after approving or paying for any service, product, or deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the CONSULTANT fails to correct or cure the same within a reasonable period of time and at no additional cost to the Authority, the CONSULTANT shall return any compensation received therefore. No compensation shall be made for revisions to the Consultant's or subconsultant services or deliverables required due in any way to the error, omission, or fault of the CONSULTANT, its employees, agents, subconsultants or subcontractors. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the CONSULTANT pursuant to the terms of this Agreement upon providing the CONSULTANT prior written notice thereof.
- 4.11 The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Authority 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 Authority 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 date of final billing or acceptance of the work by the Authority, whichever is later.

#### INDEMNITY.

- 5.01 The Contractor will indemnify, save, and hold harmless the Authority, its members, officers, agents, representatives, and employees from any claim, loss, suit, action, demand, liability, damage, cost, charge, and expense, including but not limited to reasonable attorneys' and paralegal fees (at trial and on appeal), to the extent caused by any negligent act, error, omission, recklessness, or intentional misconduct by the Contractor, its agents, employees, or subContractors during the performance of Services under this Agreement. The Contractor, its agents, employees or subContractors shall not be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Authority or any of its officers, agents, or employees during the performance of this Agreement.
- 5.02 If either party receives a notice of claim for damages that may have been caused by the Contractor in the performance of Services required of the Contractor under this Agreement, such party shall promptly evaluate the claim and report its findings to each other. The Authority and the Contractor will evaluate the claim and report their findings to each other within seven (7) working days from the date the last party received notice of such claim. The Authority's failure to notify the Contractor of a claim within seven (7) working days will not release the Contractor from any of the requirements of this section upon subsequent notification by the Authority to the Contractor of the claim.
- 5.03 The parties agree that one percent (1%) of the total compensation to the Contractor for performance of this Agreement is the specific consideration from the Authority to the Contractor for the Contractor's indemnity agreement.

#### INSURANCE.

Requirements, Coverages, and Limits, of Exhibit "C", to this Agreement have been obtained. Contractor agrees to provide Certificate(s) of Insurance to the Authority. Such insurance shall be maintained in full force and effect during the term of this Agreement or for a longer term as may be otherwise provided hereunder. All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable to the Authority. All insurance coverages required of the Contractor shall be primary over any insurance or self-insurance program carried by the Authority. The Authority's approval or disapproval of Contractor's insurance shall not release the Contractor and subContractors of their respective obligations to exercise due care in the performance of their duties.

6.02 The Certificate of Insurance shall include the following statement: "The policy(ies) will not be cancelled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Authority, Attention: Contracts Department, at the address set forth in this Agreement or such other address as may hereafter be specified. The Authority reserves the right to review a copy of such policy or policies upon request.

#### TERMINATION AND DEFAULT.

- 7.01 The Authority may terminate this Agreement unilaterally in whole or in part at any time the Authority deems it in its interest to effectuate such termination by providing thirty (30) days written notice of such intention. The Authority also reserves the right, with or without cause, to terminate any one or any combination of Services to be rendered by the Contractor without terminating the Agreement. Termination of the Agreement by the Authority shall occur as follows:
- 7.02 **Termination for Cause.** If the Authority determines the performance of the Contractor is not in compliance with the terms herein, the Authority may notify the Contractor of the deficiency with the requirement that the deficiency be corrected within a specified time ("Corrective Period"), but not less than 10 days. Upon Contractor's failure to correct the stated deficiency, the Agreement will be terminated at the end of the Corrective Period.
- 7.03 **Termination Without Cause.** If the Authority opts to terminate the Agreement or portions thereof for no stated reasons, the Authority will notify the Contractor 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.
- 7.04 If the Agreement is terminated under these provisions before performance is completed; the Contractor will be paid for the Services provided and expenses incurred in compliance with the requirements of this Agreement to the date of termination. 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 Services satisfactorily completed called for by the Agreement. All Services in progress shall be deemed the property of the Authority and shall be promptly delivered at no expense to the Authority at the address set forth above, unless directed in writing to another location.
- 7.05 The Contractor may cancel this Agreement only by mutual consent of both parties.

#### 8. MISCELLANEOUS PROVISIONS.

8.01 **Public Entity Crime Information Statement.** The Contractor represents that it is not currently on the convicted vendor list as provided in its Proposal under "Public Entity Crime Information

Statement." The Contractor also represents that its sub-Contractors are not currently on the convicted vendor list, and that it shall notify the Authority immediately if, during this Agreement, it or its sub-Contractor(s) is placed on said list. A person or affiliate who has been placed on the said list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- 8.02 Publicity. No information relative to the existence or the details of the Services or the Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without Authority's prior written consent.
- 8.03 **Public Records.** The Contractor and sub-Contractors shall comply with the provisions of Chapter 119, <u>Florida Statutes</u>, and shall permit public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, <u>Florida Statutes</u>, made or received in conjunction with this Agreement. Specifically, if the Contractor is acting on behalf of the Authority, the Contractor must:
  - 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 costs 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.
  - (d) Meet all requirements for retaining public records and transfer, at no costs, to the Authority all public records in possession of the Contractor upon termination of the 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 provide to the Authority in a format that is compatible with the information technology systems of Authority.
  - (e) The Contractor shall promptly provide the Authority with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the Authority a copy of the Contractor's response to each such request.

- 8.03.1 Contractor's failure to grant such public access will be grounds for immediate termination of this Contract by the Authority pursuant to Section 8, Termination and Default.
- 8.04 Audit Right. Authority shall have the right to audit the books, records, and accounts of Contractor that are related to this Project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.
- Record Retention. Contractor and its sub-contractors shall make available records, at reasonable times for examination and audit by Authority, financial records, supporting documents, statistical records, and any other documents including books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the Authority and/or the governmental agencies providing grant funds pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statues), if applicable, or, if the Florida Public Records Act is not applicable, for a period of three years from completion of the Project.
- 8.05.1 If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Authority to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Authority's disallowance and recovery of any payment upon such entry.
- 8.06 <u>Sub-Contractors.</u> The Contractor shall maintain an adequate and competent staff for the purpose of performing the Services hereunder. The Contractor may associate and utilize specialists for the purpose of rendering its Services hereunder, without additional costs to the Authority, other than those costs negotiated within the limits and terms of this Agreement. The Contractor shall require each authorized sub-Contractor or subcontractor to adhere to the appropriate provisions of this Agreement. The Contractor guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any sub-Contractor in connection with this Agreement.
- 8.07 **Unauthorized Aliens.** The Authority will consider the employment by Contractor or its sub-Contractors 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 Authority, if the Contractor knowingly employs unauthorized aliens.

- 8.08 Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act. During the performance of Services under this Agreement, Contractor agrees that it will comply with all federal, state, and local laws and ordinances applicable to the Services or payment for Services thereof, and will not discriminate against any employee or applicant for employment because of race, age, creed, color, gender, national origin, or disability.
- 8.08.1 Contractor agrees that it will comply with all federal, state and local laws and ordinances applicable to the Services or payment for Services thereof and will not unlawfully discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by Authority, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 8.08.2 Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- 8.08.3 Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, terminal, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 8.08.4 Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or

recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

- 8.08.5 Contractor shall in all solicitations or advertisements for employees placed by or on behalf of Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin, or state that Contractor is an "Equal Opportunity Employer".
- 8.08.6 Contractor agrees to and shall post in conspicuous places, available to employees and applicants or employment notices setting forth the provisions of these Equal Employment Opportunity Clauses.
- 8.09 **E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of:
  - (a) All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
  - (b) All persons, including subcontractors, assigned by the Contractor to perform work pursuant to this Agreement with the Authority.
- 8.09.1 Contractor shall provide proof of registration in the E-Verify system to the Authority upon execution of this Agreement. Documentation evidencing Contractor's registration in the E-Verify system shall be incorporated herein and made a part hereof as Exhibit "E."
- 8.10 **Drug-Free Workplace.** Contractor agrees and certifies that it either has or that it will establish a drug-free work place.
- 8.11 **SBE Policy.** The Contractor agrees to enhance contracting opportunities for Small Business Enterprises, as defined in the Authority's SBE Policy adopted on February 25, 2002, (as amended), as contained in Attachment 1 of Exhibit "A" and incorporated herein by reference. Contractor agrees to comply with the Authority's SBE Policy in its efforts to achieve its anticipated level of SBE participation, as proposed in its Proposal on Form 5, Anticipated SBE Participation Statement.
- 8.11.1 In the event the Contractor is found to be in non-compliance with the Authority's SBE Policy, or fails to perform good faith efforts to include SBE Firms on the project to meet or exceed Contractor's commitment as submitted with its Proposal on Form 5, Anticipated SBE Participation Statement, the Authority may impose sanctions against the Contractor including, but not limited to:

- (a) Withholding payments to the Contractor under the Contract until the Contractor remedies the "Anticipated SBE Participation Statement" deficiency;
- (b) Termination of the Contract;
- (c) Debarment of the Contractor from bidding on future Authority projects.
- 8.11.2 The Contractor understands that it is the responsibility of the Authority to monitor Contractor's compliance with the SBE Policy. In that regard, the Contractor agrees to furnish to the Authority monthly reports, using forms and/or formats acceptable to the Authority, on the progress of its SBE participation.
- 8.12 **Entire Agreement.** This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- 8.13 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
- 8.14 Successors and Assigns. Authority and Contractor bind themselves, their successors, assigns, executors, administrators and other legal representatives to the other party hereto and to successors, assigns, executors, administrators and other legal representatives of such other party in respect to all terms and conditions of this Agreement.
- 8.15 **Assignment:** The Contractor shall not sublet, assign, or transfer any Services or obligation under this Agreement without the prior written consent of the Authority. Responsibility for sublet, assigned or transferred Services shall remain with the Contractor.
- 8.16 Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Authority shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

- 8.17 Waiver of Breach and Materiality. Failure by Authority to enhance any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 8.18 **Scrutinized Companies:** In executing this Agreement, Contractor certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, <u>Florida Statutes</u>, or engaged in business operations in Cuba or Syria.
- 8.18.1 Pursuant to Section 287.135(5), <u>Florida Statutes</u>, Contractor agrees that the Authority may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 <u>Florida Statutes</u>, or becomes engaged in business operations in Cuba or Syria during the term of this Agreement.
- 8.19 **Venue.** The parties agree that venue lies in Hillsborough County, Florida, for any action brought under the terms of, or to enforce, this Agreement; and the Contractor hereby waives any and all privileges and rights it may have under Chapter 47, <u>Florida Statutes</u>, 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.
- 8.20 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Judicial Circuit of Hillsborough County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.
- 8.21 Legal Fees and Costs. The parties agree that in the event that it should become necessary for either party to employ an attorney to enforce any of its rights hereunder, the prevailing party shall be entitled to reimbursement of all costs and expenses, including attorney's fees and paralegal fees (at both trial and appellate court levels) which may reasonably be incurred or paid at any time or times by it in connection therewith.

- 8.22 **Counterparts.** This Agreement may be executed in several counterparts and each counterpart shall constitute an original of this Agreement.
- 8.23 **Truth-in-Negotiation.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current as of the date of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums, by which the Authority determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.
- 8.24 Access to Records. The Contractor and subContractors shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Upon receipt of any such public record request, the Contractor shall immediately notify the Authority of such request and fully cooperate with the Authority in responding to such request.

#### 9. WAIVER OF JURY TRIAL AGREEMENT.

- 9.01 Each party, by the execution hereof, knowingly, voluntarily and intentionally waive, for themselves and their respective successors and assigns, (including sub-Contractors and joint venture parties) any right which any one of them may have to a trial by jury in respect to any litigation, action, suit or proceeding (whether at law or in equity) based on this agreement and any amendment or addition to the agreement, or any course of conduct, course of dealing (whether oral or written) or actions of any party or their respective officers, principals, partners, employees, agents or representatives in connection with the agreement, whether arising in contract, tort or otherwise. No party shall seek to consolidate any such litigation, action, suit or proceeding in which a jury trial cannot be or has not been waived with any other action in which a jury trial has been waived. This provision is a material and mutual inducement to enter into this agreement.
- 9.02 If for any reason the foregoing waiver is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the provisions of Section 10 Binding Arbitration shall govern.
- 9.03 The Contractor shall provide and require in any agreements with subContractors and material suppliers for this provision to be included in whole as it appears in this contract. Further, notwithstanding the requirement of the preceding sentence, the waiver of jury trial set forth in this section shall be deemed

incorporated into any and all agreements between the Contractor and subContractors and/or material suppliers for the provision of services or materials under this agreement.

#### BINDING ARBITRATION (IF WAIVER OF JURY TRIAL IS UNENFORCEABLE).

10.01 If the provisions of Section 9 - "Waiver of Jury Trial," are found to be unenforceable, all claims, disputes and controversies between the Authority and the Contractor shall be decided and resolved by binding arbitration. The arbitration shall occur in Tampa, Florida, and shall be conducted by a three (3) member panel. For arbitration of claims between the Authority and the Contractor arising out of or in any way related to a claim of the Contractor(s) against the Authority, the Contractor agrees to resolve those claims pursuant to the Arbitration provisions of the Authority's contract with the applicable Contractor(s), which the Contractor has familiarized itself with and adopts herein by this reference. For arbitration of claims between the Authority and the Contractor, not arising out of or in any way related to a claim of the Contractor(s) against the Authority, the Contractor shall pick one arbitrator who is not an employee of or doing business with the Contractor. The Authority shall pick one arbitrator who is not an employee of or doing business with the Authority. The two selected arbitrators shall select the third arbitrator with concurrence of the Parties, unless additional parties are involved in the arbitration through consolidation or joinder and obtain authorization from the Authority and the Contractor to select a representative arbitrator. In that event, the parties shall arrive at a reasonable method for selecting the arbitrators.

#### 11. PROCEDURE FOR BINDING ARBITRATION.

- 11.01 Notice of the demand for arbitration will be filed in writing with the other party to the contract. Arbitration shall be conducted in accordance with the Florida Evidence Code. 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.
- 11.02 Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the contract in circumstances where:
  - The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and,
  - Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and,
  - c) The written consent of the other person or entity sought to be included and of Authority and Contractor has been obtained for such inclusion, which consent shall make specific reference to this Paragraph.

11.03 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, and all dispute resolution procedures set out herein as preconditions to such arbitration.

11.04 Therefore, notwithstanding Section 11.02(c) above, if a claim, dispute or other matter in question

between Authority and Contractor involves the work of a SubContractor, either the Authority or the

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 Authority, Engineer, Contractor, or any of their Contractors that

does not otherwise exist.

11.05 In connection with the arbitration proceeding all participants shall be afforded pre-hearing

discovery in accordance with the rules of evidence of the Florida Evidence Code. The time frames and

requirements of the Florida Evidence Code may be shortened or modified by the arbitration panel at their

discretion or on motion by a party if acceptable to the arbitration panel or by agreement between the

parties.

12. NOTICES.

12.01 All notices or other communications regarding this Agreement shall be made in writing and shall

be deemed properly delivered to the addressee at the address set forth in this Agreement or such other

address as may hereafter be specified in writing by (a) hand delivery, (b) courier service or overnight

service, (c) facsimile transmittal, (d) mailing of such notice or (e) by email transmission.

13. CAPTIONS.

13.01 Captions contained in this Agreement are inserted only as a matter of convenience and in no way

define, extend or describe the scope of this contract or the intent of any provision hereof.

14. <u>ATTACHMENTS.</u>

14.01 The documents listed below, hereto after known collectively as the "Contract Documents" are

expressly agreed to be incorporated herein by reference, the same as though fully written herein or

attached hereto, and made a part of without being limited thereto, this "Agreement" consists of the

following:

Exhibit "A"

Scope of Services

Exhibit "B"

Fee Schedule

Exhibit "C"

Insurance Requirements, Coverages, and Limits.

Exhibit "D" Task Order Form

Exhibit "E" Proof of E-Verify Registration

Exhibit "F" Corcoran & Johnston Proposal – RFP No. O-01215

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IN WITNESS WHEREOF, the parties have caused this instrument to be signed and witnessed by their respective duly authorized officials all as the dates set forth below.

# TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

By: Curtis Stokes Chairman  Date:  Date:  Date:  Lynne Paul, Chief Financial Officer	Attest:  Joseph Waggoffer Executive Director  Date:  Approved as to form, content and legality:  Patrick T. Maguire, Esq., General Counsel
	CORCORAN & JOHNSTON GOVERNMENT RELECTIONS  By:
	Date: 10915
Witnesses to the signature of CORCORAN & Signature:  Printed name: OCSSICA CORCORAN	E JOHNSTON GOVERNMENT RELATIONS:
Signature: Printed name: Rosser M. Bahe	
Timed name.	_

#### SCOPE OF SERVICES

for

#### **GOVERNMENT RELATIONS & LOBBYIST SERVICES**

#### THEA CONTRACT NO. O-01215

The Scope of Services to be provided by the Consultant includes, but is not limited to:

- Advise and assist with respect to matters involving state governmental or regulatory bodies;
- Attend all legislative sessions considering issues affecting the Authority or its business interests and appropriate legislative meetings;
- Attend all committee meetings, hearings and conferences that may be considering issues affecting the Authority;
- Review and report on all pertinent, pending legislation and appropriations affecting the Authority. This review shall also include all appropriate committee meetings, hearings and conferences;
- Research and assist in preparing draft bills selected for pursuit by the Authority;
- Prepare and coordinate responses to legislative inquires;
- g. Submit requests for funding for various transportation projects to the Florida legislature, The Florida Department of Transportation and other appropriate governmental agencies;
- Provide specialized assistance in expediting and processing applications submitted to state regulatory bodies;
- Monitoring all state legislative and agency proposals to determine possible impacts or opportunities to the Authority;
- j. Proactively identifying, prioritizing and monitoring issues and opportunities for the Authority with respect to items under consideration by the state legislature and/or other state agencies or local entities;
- k. Travel to the Authority, as necessary to meet with the Authority staff and the Board in the development, review, and follow-up of legislative issues. (Travel must be approved in advance by the Executive Director. Travel will be reimbursed in accordance with the rates specified in Section 112.061, Florida Statutes);
- Prepare and present written periodic reports or as requested to the Executive Director; and
- m. Perform other similar assignments as directed by the Authority.

The Authority may suggest revisions to this Scope of Work, highlighting or de-emphasizing certain facets or activities, as the Authority's priorities emerge and new information becomes available.

In addition, the Consultant will provide the Services on a non-exclusive basis. The Authority, at its sole discretion, may have the Services performed by Authority staff, Board Members or other consultant(s).

[END OF DOCUMENT]

# CONSENT AGENDA ITEM #2

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Ben Dreiling, P.E.

Director of Construction

DATE: May 20, 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 (\$) June 2022	Total Amount (\$) to Date*	Time Increase or Decrease
417-141	Hubbard Construction Company	SR 417 Widening from International Drive to John Young Parkway	\$ 81,671,607.60	\$ 129,937.77	\$ 70,064.61	\$ 81,871,609.98	0
538-165	The Lane Construction Corporation	SR 538 Widening, Ronald Reagan Parkway to Cypress Parkway	\$ 92,628,420.00	\$ 1,791,190.51	\$ 543,350.83	\$ 94,962,961.34	50

TOTAL \$ 613,415.44

Reviewed By:

Glenn M. Pressimone, P.E., Chief of Infrastructure

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

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

#### Project 417-141: SR 417 Widening from International Drive to John Young Parkway

**Hubbard Construction Company** 

SA No.: 417-141-0622-02

#### Adjustments to Pay Item Quantities from Plan Revisions 1-8

Adjust contract pay item quantities per Plan Revisions 1, 2, 3, 4, 5, 6, 7, and 8.

INCREASE THE FOLLOWING ITEMS:		
Pipe Culvert, Optional Material, Round 18" S/CD	•	1,813.44
Conduit, Furnish & Install, Open Trench	\$ \$	326.04
Conduit, Furnish & Install, Directional Bore	\$	2,579.92
Fiber Optic Cable Inventory	\$	2,379.92
Fiber Optic Splice Housing Inventory	\$ \$	292.00
Multi-Conductor Communication Cable (Remove)	\$ \$	322.32
Fiber Optic Cable (Remove)		
Large Fiber Optic Pull Box, 36" Dia, (F&I)	\$	31.32
Pull Box (Remove-All Types)	\$	19,580.00
•	\$	2,864.00
Concrete Manhole 4 x 4 x 4 (F&I)	\$	11,099.00
Concrete Manhole 4 x 6.5 x 6.5 (Doghouse) (F&I)	\$	21,542.00
FO Conduit, 3-1" HDPE SDR 11 (Trench or Plow) (F&I)	\$	872.48
FO Conduit, 1-2" HDPE SDR 11 (Trench or Plow) (F&I)	\$	610.60
FO Conduit, 2-2" HDPE SDR 11 (Trench or Plow) (F&I)	\$	4,517.64
Tubular Route Marker (Power)	\$	241.38
FO Conduit, 6" BSP SCH40 Outer Duct w/9-1" SDR11 (Trench or Plow) (F&I)	\$	2,905.84
Electrical Service Wire, Furnish & Install	\$	1,398.60
Electrical Service Disconnect (Remove)	\$	878.00
Electrical Conductors (Insulated) (No.1) (F&I)	\$	1,146.65
Electrical Conductors (Insulated) (No.6) (F&I)	\$	352.35
Electrical Conductors (Remove)	\$	99.63
Prestressed Concrete Pole, F&I, Type P-II Pedestal	\$	1,868.95
Lighting Conductors, F&I, Insulated, No. 8-6	\$	120.96
Lighting Conductors, F&I, Insulated, No.4 to No.2	\$	135.70
Lighting Conductors, F&I, Insulated, No.1 to No.0	\$	678.96
Luminaire, F&I, Underdeck, Wall Mount	\$	22,688.40
Sheet Piling Steel, F&I Permanent	\$	76,226.80
	\$	175,484.98
DECREASE THE FOLLOWING ITEMS:		
Conduit, Furnish & Install, Above Ground	\$	(2,818.29)
Fiber Optic Cable (12SM Fiber) (F&I)	\$	(3,545.35)
Fiber Optic Cable (72SM Fiber) (F&I)	\$	(480.48)
Fiber Optic Cable (24MM Fiber) (F&I)	\$	(3,930.00)
Junction Box, Furnish & Install, Mounted	\$	(3,248.00)
Concrete Manhole (Remove)	\$	(2,067.00)
FO Conduit, 3-1" HDPE SDR11 (Directional Bore) (F&I)	\$	(1,082.79)
FO Conduit, 9-1" HDPE SDR11 (Trench or Plow) (F&I)	\$	(478.50)
FO Conduit, 2-2" HDPE SDR11 (Directional Bore) (F&I)	\$	(1,576.26)
FO Conduit, 4" HDPE SDR11 Outer Duct w/3-1" HDPE SDR11 (Directional Bore) (F&I)	\$	(1,004.36)
Tubular Route Marker (Fiber)	\$	(362.10)
Electrical Power Transformer (Remove)	\$	(946.00)
Luminaire, F&I, Replace Existing Luminaire, Roadway, Pendant	\$	(12,808.80)
Concrete Class IV, Endwalls	\$	(9,529.50)
Reinforcing Steel (Miscellaneous)	\$	(512.12)
Prestressed Soil Anchors	\$	(20,558.58)
Prestressed Soil Anchor, Performance Test	\$ \$	(20,338.38)
Prestressed Soil Anchor, Creep Test	\$	(1,488.09)
Steel Piling, HP 16 x 141	\$	(1,488.09)
Treated Timber, Structural	\$	(3,871.99)
Treated Tillion, Structural	Φ	(3,0/1.99)

Sound/Noise Barrier - Architectural Column	\$ (33,951.20)
Sound/Noise Barrier - Inc. Foundation, Permanent	\$ (105,425.25)
Retaining Wall System, Permanent, Excluding Barrier	\$ (120,061.50)
	\$ (457,910.76)
Subtotal: Adjustments to Pay Item Quantities from Plan Revisions 1-8	\$ (282,425.78)

#### John Young Parkway Bridge Bearing Revisions

Delete the neoprene bearing devices for NB 417 over John Young Parkway End Bent 2 girders. The Contractor had shop drawings prepared and submitted for these replacement bearings.

#### DECREASE THE FOLLOWING ITEM:

Neoprene Pad Replacement, Abutment	\$	(128,417.55)
------------------------------------	----	--------------

#### ADD THE FOLLOWING ITEMS:

Shop Drawings for Replacement Bearings John Young Parkway	\$ 18,042.31

SUBTOTAL THIS CHANGE: \$ (110,375.24)

#### Noise Wall 7 Foundation (Post 22)

Existing unforeseen drainage pipe was found to be in conflict with proposed auger cast pile foundation at Noise Wall 7 Post 22. A spread footing foundation was constructed to avoid conflict with this existing drainage.

#### ADD THE FOLLOWING ITEM:

Noise Wall 7 Foundation (Post 22) \$ 29,255.88

#### Stop Work Order Retaining Walls and Noise Walls

On April 8, 2021, a stop work order was provided to the Contractor to delete noise walls, critical walls, and MSE walls along Southbound SR 417 to accommodate future Brightline corridor. A portion of this work had already commenced, resulting in additional work to restore these areas back to the pre-existing conditions as well as costs for materials procured and labor.

#### ADD THE FOLLOWING ITEMS:

Stop Work Order Retaining Walls and Noise Walls	\$ 197,687.79
Temporary Sod Walls 3, 4, & 5 Work Zone	\$ 95,515.23
	\$ 293,203,02

#### Fuel Price Index Adjustments

The contract contains provisions for fuel price index adjustments. Adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of February 2021 - March 2022. During this period of time \$32,859,131.29 of construction was performed/produced.

#### ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments: February 2021 to March 2022 \$ 116,833.86

#### Bituminous Price Index Adjustments

The contract contains provisions for bituminous price index adjustments. In accordance with the contract specifications, the engineer has calculated this adjustment for the period of February 2021 to March 2022. Monthly adjustments were made only if the current month bituminous price is greater than or less than 5% of the bid/base bituminous price.

#### ADD THE FOLLOWING ITEM:

Bituminous Price Index Adjustments: February 2021 to March 2022 \$ 23,572.87

#### TOTAL AMOUNT FOR PROJECT 417-141 \$ 70,064.61

### Project 538-165: SR 538 Widening, Ronald Reagan Parkway to Cypress Parkway The Lane Construction Corporation SA 538-165-0622-05

### Redesign and Construction for the Potential Southport Extension Project

The Design-Build firm incurred costs to re-design and construct the southern portion of the project to accommodate for the potential Southport Extension Project.

ADD THE FOLLOWING ITEMS:		
Redesign of the Segment 4 Plans for the Potential Southport Extension Project	\$	214,132.40
Construction of the Segment 4 Plans for the Potential Southport Extension Project	\$	54,764.03
Compensable Time Costs per General Specification 2.3.2.1	\$	274,454.40
	\$	543,350.83
Subtotal: Redesign and Construction for Potential Southport Extension	\$	543,350.83
TOTAL AMOUNT FOR PROJECT 538-165	<u>\$</u>	543,350.83

# CONSENT AGENDA ITEM #3

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **MEMORANDUM**

TO: **CFX Board Members** 

Aneth Williams // FROM:

Director of Procurement

DATE: May 12, 2022

SUBJECT: Approval of Contract Award to Masci General Contractor, Inc. for

SR 417 Resurfacing from SR 528 to Berry Dease Road

Project No. 417-760, Contract No. 001907

An Invitation to Bid for the above referenced project was advertised on March 20, 2022. Three (3) responses were received by the April 21, 2022 deadline.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Masci General Contractor, Inc.	\$16,029,260.78
2.	Hubbard Construction Company	\$18,903,233.00
3.	Middlesex Paving, LLC	\$19,716,435.70

The engineer's estimate for this project is \$19,885,035.33. Included in the Five-Year Work Plan is \$13,683,000.00.

The work to be performed includes providing all labor, materials, equipment, and incidentals necessary to perform milling and resurfacing of SR 417 from SR 528 to Berry Dease Road.

Board award of the contract to Masci General Contractor, Inc. in the amount of \$16,029,260.78 is requested.

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

Reviewed by:

Director of Engineering

Glenn Pressimone, PE

# **CONTRACT**



# **AND**

# MASCI GENERAL CONTRACTOR, INC.

SR 417 RESURFACING FROM SR 528 TO BERRY DEASE ROAD

**PROJECT NO. 417-760, CONTRACT NO. 001907** 

CONTRACT DATE: JUNE 09, 2022 CONTRACT AMOUNT: \$16,029,260.78

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

# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

**FOR** 

SR 417 RESURFACING FROM SR 528 TO BERRY DEASE ROAD

**PROJECT NO. 417-760, CONTRACT NO. 001907** 

**JUNE 2022** 

# TABLE OF CONTENTS

Section	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 5
GS	GENERAL SPECIFICATIONS	1 - 130
	Attachment A	ATT-1 to ATT-9
	(See General Specifications Table of Contents for listing of incospecifications sections.)	lividual
TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-15
	(See Technical Specifications Table of Contents for lists specifications sections.)	ing of individual
SP	SPECIAL PROVISIONS	SP-1 to SP-31
	(See Special Provisions Table of Contents for listing of each special	ecial provision.)
	Addendum No. 1	
P	PROPOSAL	P-1 to P-14
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4

Plans

#### **CONTRACT**

This Contract No. 001907 (the "Contract"), made this 9<sup>th</sup> day of June 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and MASCI GENERAL CONTRACTOR, INC., of 1936 Lee Road, Suite 300, Winter Park, FL. 32789, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 417-760, SR 417 Resurfacing from SR 528 to Berry Dease Road, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 305 calendar days. The Contract Amount is \$16,029,260.78. This Contract was awarded by the Governing Board of CFX at its meeting on June 09, 2022.

#### The Contract Documents consist of:

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

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

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

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:		
·	Director of Procurement	
Anetl	ı Williams	
	Print Name	
DATE:		
MASCI GENERAL CON	TRACTOR, INC.	
By:	G: .	
	Signature	
	Print Name	
	Title	
ATTEST:		_ (Seal)
DATE:		
Approved as to form and	execution, only.	
General Cou	nsel for CFX	
		_
Diag	"Woody" Podriguez	
Dlego	o "Woody" Rodriguez Print Name	_

Section Nan	<u>ne</u>	Page No.
Section 1 - A	Abbreviations and Definitions	1
1.1	General	1
1.2	Abbreviations	1
1.3	Definitions	2
Section 2 - S	Scope of Work	11
2.1	Intent of Contract	11
2.2	Work Not Covered by the General Specifications	11
2.3	Alteration of Plans	11
	2.3.1 General	
	2.3.2 Increase, Decrease or Alteration in the Work	
	2.3.3 Connections to Existing Pavements, Drives, and Walks	
	2.3.4 Differing Site Conditions	
	2.3.5 Changes Affecting Utilities	
	2.3.6 Cost Savings Initiative Proposal	
2.4	Claims by Contractor	24
	2.4.1 General	
	2.4.2 Notice of Claim	
	2.4.3 Content of Written Claim	
	2.4.4 Action on Claim	
	2.4.5 Compensation for Extra Work or Delay	
	2.4.6 Mandatory Claim Records	
	2.4.7 Claims for Acceleration	
	2.4.8 Certificate of Claim	
	2.4.9 Non-Recoverable Items	
	2.4.10 Exclusive Remedies	
	2.4.11 Settlement Discussions	
	2.4.12 Personal Liability of Public Officials	
	2.4.13 Auditing of Claims	
2.5	Unforeseeable Work	31
2.6	Right To and Use of Materials Found at the Site of the Work	31
	2.6.1 Ownership and Disposal of Existing Materials	
	2.6.2 Ornamental Trees and Shrubs	
2.7	Restoration of Right of Way	32

Section Na	<u>ıme</u>		Page No
Section 3 - Control of Work			34
3.1	Plans	Plans and Working Drawings	
	3.1.1	Plans and Contract Documents	34
	3.1.2	CFX Plans	
	3.1.3	Alterations in the Plans	
	3.1.4	Shop Drawings	
3.2		lination of Plans and Specifications	37
3.3		Conformity of Work with Plans	
	3.3.1	3.3.1 Record Drawings	
3.4	Pre-A	ward Meeting	39
3.5		s and Instructions	40
	3.5.1	Observation of the Work	
	3.5.2	Examination of the Work	
	3.5.3	Communications	
3.6	Engin	Engineering and Layout	
	3.6.1	Control Points Furnished by CFX	
	3.6.2	Furnishing of Stake Material	
	3.6.3	Layout of Work	
	3.6.4	Specific Staking Requirements	
	3.6.5	Personnel, Equipment, and Record Requirements	
	3.6.6	Global Navigation Satellite Systems (GNSS) Work Plan	
	3.6.7	Payment	
3.7	Contra	Contractor's Supervision	
	3.7.1	Prosecution of Work	
	3.7.2	Contractor's Superintendent	
	3.7.3	Supervision for Emergencies	
	3.7.4	Worksite Traffic Supervisor	
3.8	Gener	al Inspection Requirements	47
	3.8.1	1	
	3.8.2	Failure of CFX to Reject Work During Construction	
	3.8.3	Failure to Remove and Renew Defective Materials and Work	
3.9	Final 1	Inspection and Acceptance	48
	3.9.1	Maintenance Until Final Acceptance	
	3.9.2	Inspection for Substantial Completion	
	3.9.3	Final Inspection	
	3.9.4	Final Acceptance	
	3.9.5	Recovery Rights Subsequent to Final Payment	
3.1	0 Audit	and Examination of Contract Records and Bid Records	49

Section Name		Page No.	
3.11	Escrov	w of Bid Records	51
3.12	Prevail	ling Party Attorney's Fees	52
Section 4 - C	Control of	f Materials	54
4.1	Acceptance Criteria		54
	4.1.1	General	
	4.1.2	Sampling and Testing	
	4.1.3	Certification	
	4.1.4	Warranty and Guaranty	
4.2	Design	nation of a Specific Product as a Criterion ("Or Equal" Clause)	55
4.3	Source	e of Supply and Quality Requirements	55
	4.3.1	Only Approved Materials to be Used	
	4.3.2	Notification of Placing Order	
	4.3.3	Approval of Source of Supply	
4.4	Inspec	tion and Tests at Source of Supply	56
		General	
		Cooperation by Contractor	
	4.4.3	Retest of Materials	
4.5	Storage of Materials and Samples		57
		Method of Storage	
	4.5.2	Use of Right of Way for Storage	
	4.5.3	Responsibility for Stored Materials	
		Storage Facilities for Samples	
4.6	Defect	tive Materials	57
Section 5 - L	egal Req	quirements and Responsibility to the Public	59
5.1	Laws t	to be Observed	59
_		General	
		Plant Quarantine Regulations	
	5.1.3	Introduction or Release of Prohibited Aquatic Plants, Plant Pest	ts or
		Noxious Weeds	
	5.1.4	Compliance with Federal Endangered Species Act	
	5.1.5	Occupational Safety and Health Requirements	
		Discovery of Unmarked Human Burial Site	
	5.1.7	Insecticides and Herbicides	
5.2		s and Licenses	61
5.3		ed Devices, Materials and Processes	61

Section Name		Page No.
5.4	Right of Way Furnished by CFX	62
5.5	Sanitary Provisions	62
5.6	Control of the Contractor's Equipment	62
	5.6.1 Traffic Interference	
	5.6.2 Overloaded Equipment	
	5.6.3 Crossings	
	5.6.4 Protection from Damage by Tractor-Type Equipment	
	5.6.5 Contractor's Equipment on Bridge Structures	
	5.6.6 Posting of the Legal Gross Vehicular Weight	
5.7	Structures Over Navigable Waters	64
	5.7.1 Compliance with Jurisdictional Regulations	
5.8	Use of Explosives	64
5.9	Preservation of Property	64
	5.9.1 General	
	5.9.2 Failure to Restore Damaged Property	
	5.9.3 Contractor's Use of Streets and Roads	
	5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardra	il
	5.9.5 Operations Within Railroad Right of Way	
	5.9.6 Utilities	
5.10	Responsibility for Damages, Claims, etc.	69
	5.10.1 Contractor to Provide Defense Against Claims and Suits	
	5.10.2 Guaranty of Payment for Claims	
5.11	Insurance	71
	5.11.1 Schedule of Required Limits for Workers' Compensation,	
	General Liability and Automobile Liability	
	5.11.2 Workers' Compensation and Employer's Liability Insurance	
	5.11.3 Comprehensive General Liability Insurance	
	5.11.4 Comprehensive Automobile Liability Insurance	
	5.11.5 Umbrella/Excess Liability Insurance	
	5.11.6 Builder's Risk	
	5.11.7 Railroad Insurance	
	5.11.8 Pollution Legal Liability	
	5.11.9 Professional Liability	
5.12	Contract Bond (Public Construction Bond) Required	77
	5.12.1 General Requirements of the Bond	
	5.12.2 Continued Acceptability of Surety	
5.13	Contractor's Responsibility for Work	77
5.14	Opening Section of Highway to Traffic	78
5.15	Scales for Weighing Materials	78

Section Nan	<u>1e</u>	Page No
	5.15.1 Applicable Regulations	
	5.15.2 Base for Scales	
	5.15.3 Protection and Maintenance	
5.16	Source of Forest Products	78
5.17	Regulations of Air Pollution	78
	5.17.1 General	
	5.17.2 Dust Control	
	5.17.3 Asphalt Material	
	5.17.4 Asphalt Plants	
5.18	Dredging and Filling	79
5.19		79
5.20	Contractor's Motor Vehicle Registration	79
5.21	Internal Revenue Service Form W-9	79
5.22	Tolls and Access	80
5.23	Requests for References or Performance Evaluations	80
5.24	Unauthorized Aliens	80
5.25	Public Records	81
5.26	Inspector General	82
5.27	Convicted Vendor List	82
5.28	Discriminatory Vendor List	82
5.29	Severability	82
5.30	Companies Pursuant to Florida Statute Sections 287.135 and 215.473	83
Section 6 - I	Prosecution and Progress of the Work	84
6.1	Subletting or Assigning of Contract	84
6.2	Work Performed by Equipment Rental Agreement	86
6.3	Prosecution of Work	86
	6.3.1 Sufficient Labor, Materials and Equipment	
	6.3.2 Impacts by Adjacent Projects	
	6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and To Look-Ahead Schedules	wo-Week
	6.3.4 Beginning Work	
	6.3.5 Provisions for Convenience of the Public	
	6.3.6 Pre-Construction Conference	
6.4	Limitations of Operations	
	6.4.1 Night Work	
	6.4.2 Sequence of Operations	
	6.4.3 Interference with Traffic	
	6.4.4 Coordination with Other Contractors	

Section Name	2	Page No.
	6.4.5 Drainage	
	6.4.6 Fire Hydrants	
	6.4.7 Protection of Structures	
	6.4.8 Fencing	
	6.4.9 Hazardous or Toxic Waste	
	6.4.10 Milling	
6.5	Qualifications of Contractor's Personnel	91
6.6	Temporary Suspension of Contractor's Operations	91
	6.6.1 CFX to Suspend Contractor's Operations	
	6.6.2 Prolonged Suspensions	
	6.6.3 Permission to Suspend Operations	
	6.6.4 Suspension of Contractor's Operations – Holidays	
6.7	Contract Time	92
	6.7.1 General	
	6.7.2 Date of Beginning of Contract Time	
	6.7.3 Adjusting Contract Time	
6.8	Failure of Contractor to Maintain Satisfactory Progress	94
	6.8.1 General	
6.9	Default and Termination of Contract	95
	6.9.1 Determination of Default	
	6.9.2 Public Interest Termination of Contract	
6.40	6.9.3 Completion of Work by CFX	98
6.10	Liquidated Damages for Failure to Complete the Work	
	6.10.1 Liquidated Damages for Failure to Complete the Work	
	6.10.2 Determination of Number of Days of Default	
	6.10.3 Conditions Under Which Liquidated Damages are Imposed	
	6.10.4 Right of Collection	
	6.10.5 Allowing the Contractor to Finish Work	
6.11	6.10.6 Liability for Liquidated Damages	0.0
6.11	Release of Contractor's Responsibility	98
6.12	Recovery of Damages Suffered by Third Parties	98
6.13	Express Warranty	99
Section 7 - M	leasurement and Payment	100
		100
7.1	Measurement of Quantities	100
	7.1.1 Measurement Standards	
	7.1.2 Method of Measurements	
	7.1.3 Determination of Pay Areas	
	7.1.4 Construction Outside Authorized Limits	

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY TABLE OF CONTENTS

## GENERAL SPECIFICATIONS

Section Name			Page No.	
	7.1.5	Truck Requirements		
	7.1.6	Ladders and Instrument Stands for Bridge Construction		
7.2	Scope of Payments			
	7.2.1	Items Included in Payment		
	7.2.2	Non-Duplication of Payment		
7.3	Compensation for Altered Quantities		101	
	7.3.1	General		
		Payment Based on Plan Quantity		
	7.3.3	Lump Sum Quantities		
	7.3.4	Deviation from Plan Dimensions		
7.4	Force Account Work			
		Method of Payment		
	7.4.2	Records		
		Preliminary Order-of-Magnitude Estimate		
7.5		d Work	107	
7.6	Partial Payments		107	
	7.6.1			
		Unsatisfactory Payment Record		
		Withholding Payment for Defective Work		
		Partial Payments for Delivery of Certain Materials		
		Certification of Payment to Subcontractors		
		Reduction of Payment for Unsatisfactory Services or Products		
7.7	Record of Construction Materials		110	
		General		
		Non-Commercial Materials		
7.8	1		111	
7.9	Acceptance and Final Payment 111			
7.10	Offset	ting Payments	113	
Section 8 – Di	sadvan	taged/Minority/Women Business Enterprise (D/M/WBE)	114	
Pa	rticipat	ion		
8.1	Genera	al	114	
8.2	Disadv	Disadvantaged/Minority and Women Owned Businesses – Participation		
	Objectives		115	
	8.2.1	General		
	8.2.2	Definitions		
	8.2.3	Specific Requirements		
	8.2.4	Qualified Participation		
	8.2.5	Records and Reports		

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY TABLE OF CONTENTS

## GENERAL SPECIFICATIONS

Section Nam	Page No.	
8.3	Subletting of Contracts - Participation Objectives	120
Section 9 - E	121	
Section 10 –	Disputes Resolution	123
10.1	Disputes Resolution	122
	10.1.1 Disputes Review Board	
	10.1.2 Continuance of Work During Dispute	
	10.1.3 Disputes Review Board Membership	
	10.1.4 Board Operations	
	10.1.5 Procedure for Disputes Resolution	
	10.1.6 Conduct of Disputes Hearings	
	10.1.7 Compensation	
	10.1.8 Three Party Agreement	

Attachment A - Disputes Review Board Three Party Agreement

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **GENERAL SPECIFICATIONS**

## **SECTION 1 - ABBREVIATIONS AND DEFINITIONS**

#### 1.1 General

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

#### 1.2 Abbreviations

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

AAN American Association of Nurserymen, Inc.

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AGC The Associated General Contractors of America, Inc.

AGMA American Gear Manufacturers Association

AIA American Institute of Architects
AISI American Iron and Steel Institute
ANSI American National Standards Institute
AREA American Railway Engineering Association
ASCE American Society of Civil Engineers

ASME American Society of Mechanical Engineers
ASTM American Society for Testing and Materials

AWG American Wire Gauge

AWPA American Wood Preservers Association

AWS American Welding Society

AWWA American Water Works Association
CRSI Concrete Reinforcing Steel Institute
EASA Electrical Apparatus Service Association

EPA Environmental Protection Agency of the United States Government

FDOT Florida Department of Transportation FHWA Federal Highway Administration

FNGLA Florida Nursery, Growers and Landscape Association

FSS Federal Specifications and Standards

IEEE Institute of Electrical and Electronics Engineers

IES Illuminating Engineering Society

IPCEA Insulated Power Cable Engineers Association ISO International Organization for Standards

MASH AASHTO Manual for Assessing Safety Hardware MUTCD Manual on Uniform Traffic Control Devices

NEC National Electrical Code

NEMA National Electrical Manufacturers Association

NFPA National Fire Protection Association

NIST National Institute for Standards and Technology NOAA National Oceanic and Atmospheric Administration OSHA Occupational Safety and Health Administration

SAE Society of Automotive Engineers
SI International System of Units
SSPC The Society for Protective Coatings

UL Underwriters' Laboratories

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

#### 1.3 Definitions

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

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

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

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

- 1.3.15 **Contract Price** The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.
- 1.3.16 **Contract Time** The number of calendar days allowed for completion of the Work including authorized time extensions.
- 1.3.17 **Contractor** The person, firm, or corporation with whom CFX has entered into the Contract.
- 1.3.18 **Contractor's Engineer of Record** A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

- 1.3.19 **Controlling Work Items** The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
- 1.3.20 **Culverts** Any structure not classified as a bridge, which provides an opening under the roadway.

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

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

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

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

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

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

- 1. Registration as a Professional Engineer in the State of Florida
- 2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.
- 1.3.52 **Specifications** The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.
- 1.3.53 **Standard Plans** "Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.
- 1.3.54 **Standard Specifications** The FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.
- 1.3.55 State State of Florida
- 1.3.56 **Subarticle** Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.57 **Subgrade** That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

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

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

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

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

  END OF SECTION 1

#### SECTION 2 - SCOPE OF WORK

#### 2.1 Intent of Contract

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

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

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

## 2.2 Work Not Covered by the General Specifications

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

## 2.3 Alteration of Plans

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

The term "significant change" applies only when:

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

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

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

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

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

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

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

## Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

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

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

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

Allowable Equipment Rates will be established as set out below:

- (1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- (2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- (3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- (4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

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

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

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

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:
  - (1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.
    - (i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.
    - (ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.
  - (2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

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

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

- 2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.
- 2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

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

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

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

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

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

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

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

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.
- 2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

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

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

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

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

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

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

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

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

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

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

## 2.3.11 Cost Savings Initiative Proposal

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

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

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

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

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

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

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

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

- 5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
- 6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.
- 2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

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

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

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

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

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

- 2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:
  - 1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.
  - 2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
  - 3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.
- 2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.
- 2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

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

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

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

## 2.4 Claims by Contractor

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

## 2.4.2 Notice of Claim:

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

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

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

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

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

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

## 2.4.5 Compensation for Extra Work or Delay:

- 2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.
- 2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.
- 2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

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

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

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

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

## 2.5 Unforeseeable Work

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

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

- 2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.
- 2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

## 2.7 Restoration of Right of Way

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

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

**END OF SECTION 2** 

#### SECTION 3 - CONTROL OF WORK

## 3.1 Plans and Working Drawings

- 3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.
- 3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

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

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

## 3.1.4 Shop Drawings

## 3.1.4.1. Definitions:

- (a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.
- (b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.
- (c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

- 3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required. The CEI may request a submittal for any item the CEI considers necessary.
- 3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

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

- 3.1.4.4 Style, Numbering and Material of Submittals:
- 3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Drawings shall be prepared or reproduced on permanent material made for the purpose, such as tracing cloth, plastic, mylar or xerographic bond paper, hereafter referred to as masters. The size of the sheets shall be no larger than 24 by 36 inches. Each sheet shall be numbered consecutively for the series and the sheet number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.
- 3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the sheet numbers shall indicate the total number of sheets in the series (e.g., 1 of 12, 2 of 12, .... 12 of 12).

All documents shall be bound and submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm

and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer.

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

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

Documents other than drawings may be on xerographic paper or glossy paper material as appropriate. For the purpose of this specification, the term "shop drawings" shall be deemed to include these other documents.

#### 3.1.4.5 Submittal Paths and Copies:

The Contractor shall submit one (1) set of prints along with one (1) set of reproducible copies of each series of shop drawings to the CEI with a copy of the letter of transmittal sent to the Consultant. For Work requiring other documentation (e.g. catalog data, material certifications, material tests, procedure manuals, fabrication / welding procedures, and maintenance and operating manuals) a minimum of eight (8) copies of each document shall be submitted with the prints. The mailing address of the Consultant will be furnished by CFX.

For other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI one (1) set of prints along with one (1) reproducible copy of each series of shop drawings and four (4) copies of applicable calculations. Each print and the cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

#### 3.1.4.6 Processing of Shop Drawings:

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

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier and etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field

measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 15-calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 10-calendar day period is provided for each re-submittal.

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

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

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

# 3.2 Coordination of Plans and Specifications

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

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

1. The Contract,

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

Computed dimensions shall govern over scaled dimensions.

# 3.3 Conformity of Work with Plans

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

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

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

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

As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum

submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

# 3.4 Pre-Award Meeting

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

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

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

#### 3.5 Orders and Instructions

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

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

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

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

- 3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.
- 3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.
- 3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.
- 3.5.1.4 Prepare final record drawings.
- 3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so

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

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

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

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

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

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

## 3.6 Engineering and Layout

## 3.6.1 Control Points Furnished by CFX

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

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

### 3.6.2 Furnishing of Stake Material

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

#### 3.6.3 Layout of Work

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

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

### 3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade

stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

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

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

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

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

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

#### 3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable

equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

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

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

# 3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

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

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

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

### 3.6.7 Payment

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

### 3.7 Contractor's Supervision

#### 3.7.1 Prosecution of Work

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

# 3.7.2 Contractor's Superintendent

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

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

## 3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated

as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

## 3.7.4 Worksite Traffic Supervisor

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

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

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

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

#### 3.8 General Inspection Requirements

#### 3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

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

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

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

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

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

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or

defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

# 3.9 Final Inspection and Acceptance

## 3.9.1 Maintenance Until Final Acceptance

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

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

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

#### 3.9.2 Inspection for Substantial Completion

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

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or

replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

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

## 3.9.3 Final Inspection

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

## 3.9.4 Final Acceptance

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

#### 3.9.5 Recovery Rights Subsequent to Final Payment

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

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

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

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

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

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

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

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

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

### 3.11 Escrow of Bid Records

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

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

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

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

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

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

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

## 3.12 Prevailing Party Attorney's Fees

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

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

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified,

amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

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

**END OF SECTION 3** 

#### **SECTION 4 - CONTROL OF MATERIALS**

## 4.1 Acceptance Criteria

- 4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.
- 4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

- 4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.
- 4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.
- 4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.
- 4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

#### 4.1.3 Certification:

- 4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.
- 4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.
- 4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.
- 4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

- 4.3 Source of Supply and Quality Requirements
  - 4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.
  - 4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.
    - 4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the

Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

- 4.4 Inspection and Tests at Source of Supply
  - 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
  - 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.
  - 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been

delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

## 4.5 Storage of Materials and Samples

- 4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.
- 4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.
- 4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.
- 4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

#### 4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the

Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

**END OF SECTION 4** 

### SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

### 5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

- 5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.
- 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.
- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

#### 5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

### 5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

## 5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

# 5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

### 5.6 Control of the Contractor's Equipment

- 5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.
- 5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
  - 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
    - a) Operating on or crossing over completed bridge structures.
    - b) Operating on or crossing over partially completed bridge structures.
  - 2) Equipment within legal load limits:
    - a) Operating on or crossing over partially completed bridge structures.
  - 3) Construction cranes:
    - a) Operating on completed bridge structures.
    - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

## 5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

# 5.8 Use of Explosives

The use of explosives will not be allowed.

# 5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

- 5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.
- 5.9.3 Contractor's Use of Streets and Roads
  - 5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.
  - 5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.
  - 5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

# 5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

#### 5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

- 2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.
- 3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.
- 4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

- 5.10 Responsibility for Damages, Claims, etc.
  - 5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an

employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

#### 5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9

below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

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

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

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

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

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

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

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

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

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

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

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

Products and Completed Operations coverage, evidenced by a Certificate of

Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

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

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

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

5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

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

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1.

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

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

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Builder's Risk: If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

5.11.7 Railroad Insurance: When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with

Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

# 3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000 General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Total D-B Contract Price Minimum Coverage Limits

Up to \$30 Million \$1 Million coverage \$30 to \$75 Million \$2 Million coverage More than \$75 Million \$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

<b>Contract Amount</b>	Minimum Limit	<b>Maximum Deductible</b>
Up to \$1 million		10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

# 5.12 Contract Bond (Public Construction Bond) Required

- 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
- 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

# 5.13 Contractor's Responsibility for Work

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

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

# 5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

# 5.15 Scales for Weighing Materials

- 5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.
- 5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.
- 5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

#### 5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

## 5.17 Regulations of Air Pollution

- 5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.
- 5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium

chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

- 5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.
- 5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

# 5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

#### 5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

## 5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

### 5.21 Internal Revenue Service Form W-9

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

### 5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

# 5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

### 5.24 Unauthorized Aliens

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

#### 5.25 Public Records

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

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

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

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

## 5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

### 5.27 Convicted Vendor List

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

## 5.28 Discriminatory Vendor List

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

# 5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original

intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

# 5.30 Companies Pursuant to Florida Statute Section 287.135

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

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

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

**END OF SECTION 5** 

#### SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

# 6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

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

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction

from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

# 6.1.2 Specialty Work: The following Work is designated as Specialty Work:

**Auxiliary Power Unit** 

Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces

Deep Well Installation

Electrical Work

Fencing

**Highway Lighting** 

Installing Pipe or Pipe Liner by Jacking and Boring

Installing Structural Plate Pipe Structure

Landscaping

**Painting** 

Plugging Water Wells

**Pressure Grouting** 

Pumping Equipment

Roadway Signing and Pavement Marking

Riprap

Removal of Buildings

**Rumble Strips** 

Sealing Wells by Injection

Septic Tank and Disposal System

Signalization

**Utility Works** 

Vehicular Impact Attenuator

Water and Sewage Treatment Systems

# 6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

### 6.3 Prosecution of Work

- 6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.
- 6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.
- Submission of Working Schedule: Within 21 calendar days after award of the 6.3.3 Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within 15 calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within 21 calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

- 6.3.4 Beginning Work: See Article 6.7 below.
- 6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

### 6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The

Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way. The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.
- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

# 6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

# 6.6 Temporary Suspension of Contractor's Operations

- 6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.
- 6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of

the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

- 6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.
- 6.6.4 Suspension of Contractor's Operations Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

### 6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

# 6.7.3 Adjusting Contract Time:

- 6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:
  - 1. War or other act of public enemies.
  - 2. Riot that would endanger the well-being of Contractor's employees.
  - 3. Earthquake.
  - 4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
  - 5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
  - 6. Utility relocation and adjustment Work only if all the following criteria are met:
    - a. Utility work actually affected progress toward completion of Work on the critical path.
    - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
  - 7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
  - 8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.

9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

- 1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
- 2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
- 3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

- 6.8 Failure of Contractor to Maintain Satisfactory Progress
  - 6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:
    - 1. The allowed Contract time for performing the Work has expired and the GS-94

### Contract Work is not complete; or

- 2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
- 3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

## 6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
  - a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
  - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or:
  - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
  - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
  - e. discontinues the prosecution of the Work or;
  - f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
  - g. fails to pay timely its subcontractors, suppliers or laborers or;
  - h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form
  - i. becomes insolvent or is declared bankrupt or;
  - j. files for reorganization under the bankruptcy code or;
  - k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
  - 1. allows any final judgment to stand against it unsatisfied for a period of ten calendar

days or;

- m. makes an assignment for the benefit of creditors or;
- n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
- o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
- p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

- 1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
- 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

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

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

## 6.10 Liquidated Damages for Failure to Complete the Work

- 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.
- 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
- 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.
- 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
- 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
- 6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

## 6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

# 6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

### **SECTION 7 - MEASUREMENT AND PAYMENT**

# 7.1 Measurement of Quantities

- 7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.
- 7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

# 7.1.3 Determination of Pay Areas:

- 7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.
- 7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.
- 7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

### 7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

## 7.2 Scope of Payments.

## 7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

## 7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental

Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

# 7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

# 7.3.3 Lump Sum Quantities:

- 7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.
- 7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.
- 7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will

not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

- 7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.
  - 7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

# (a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

# (b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

### (c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the

lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the

Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

### (d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

### (e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of

the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

#### 7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

## 7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

% Contract Amount Completed	Amount Retained
0.45.50	Nama
0 to 50	5% of value of Work completed exceeding
30 to 100	50% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to

- receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.
- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.
- 7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.
- 7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:
  - 1) Partial payments less than \$5,000 for any one month will not be processed.
  - 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
  - 3) Partial payment will not be made for aggregate and base course material received after paying or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paying and base construction after the initial paying operations, partial payments will be reinstated until the paying and base construction resumes.
  - 7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:
  - 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
  - 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:
    - "Notwithstanding anything to the contrary, < supplier > will be liable to the Contractor and the Central Florida Expressway Authority should < supplier > default in the performance of this agreement."
    - "Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."
  - 3) The agreement between the Contractor and the supplier of the stockpiled

materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

#### 7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection

by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

# 7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

# 7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define

the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.

- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

# 7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

# SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

- 8.2 Disadvantaged, Minority and Women Owned Businesses Participation Objective
  - 8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.
  - 8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:
    - (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
      - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
      - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
- (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
- (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.
- 8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:
  - 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
  - 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
  - 3. Carrying out information and communication programs or workshops on

- contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
- 4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
- 5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.
- 8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:
  - 1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
  - 2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
  - 3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
  - 4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
  - 5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
    - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that GS-117

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:
  - The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for

similar services.

- 3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.
- 8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:
  - 1. the procedures adopted to comply with these special provisions;
  - 2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
  - 3. the dollar value of the contracts awarded to D/M/WBEs;
  - 4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
  - 5. a description of the general categories of contracts awarded to D/M/WBEs;
  - 6. the specific efforts employed to identify and award contracts to D/M/WBEs;
  - 7. maintenance of records of payments and monthly reports to CFX;
  - 8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
  - 9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

**END OF SECTION 8** 

#### **SECTION 9 - BINDING ARBITRATION**

- 9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.
- 9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.
  - The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.
- 9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.
- 9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.
- 9.5 Procedure for Binding Arbitration

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

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

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

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

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

**END OF SECTION 9** 

#### **SECTION 10 - DISPUTES RESOLUTION**

#### 10.1 Disputes Resolution

# 10.1.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

### 10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

#### 10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

#### 10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

# 10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.
- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.
- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

# 10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be

prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

#### 10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

#### 10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

**END OF SECTION 10** 

#### **ATTACHMENT A**

# DISPUTES REVIEW BOARD THREE PARTY AGREEMENT

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## I DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

# II SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

- B. <u>Procedures</u>. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.
- C. <u>Furnishing Documents</u>. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.
- D. <u>Site Visits</u>. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. <u>Board Consideration of Disputes or Claims</u>. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

- F. <u>Miscellaneous Board Responsibilities</u>. In addition to the matters set forth above:
  - 1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
  - 2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
  - 3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.
- G. <u>Board Member Replacement</u>. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as

the original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

# III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

# IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

- A. <u>Contract Related Documents</u>. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.
- B. <u>Coordination and Services</u>. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

# V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

#### A. <u>Payment</u>.

Each Board Member will be paid One Thousand Three Hundred Dollars (\$1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. <u>Inspection of Costs Records</u>. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

# VII ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

# VIII TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

# IX LEGAL RELATIONS

- A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.
- B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.
- C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

# X ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

# XI NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

# XII NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CFX:** 

CENTRAL FLORIDA EXPRESS	WAY AUTHORITY
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DISPUTES REVIEW BOARD	
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#### **APPENDIX**

#### PROCEDURE GUIDELINES

#### 1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

#### 2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

#### 3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

# CONSENT AGENDA ITEM #4

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO:

**CFX Board Members** 

FROM:

Ben Dreiling, PE

Director of Construction

DATE:

June 1, 2022

SUBJECT:

Approval of Revised Purchase Order to Dura-Stress, Inc. for Owner Direct

Material Purchase for the Poinciana Parkway Widening Project

Project 538-165

On February 9, 2021, CFX issued a purchase order to Dura-Stress, Inc. for prestressed concrete bridge girders and piles for the Poinciana Parkway Widening Project in the amount of \$6,404,884.75.

In an effort to mitigate the effects of unprecedented escalations in the cost of construction materials after execution of contracts, the Florida Department of Transportation (FDOT) established cost indices for certain materials. CFX is allowing contractors who meet the FDOT established criteria to adopt these cost indices.

Board approval is requested to revise the purchase order to Dura-Stress, Inc. in an amount not-to-exceed \$2,042,969.50 for the material pricing escalation for rebar and prestressing strands associated with fabrication of prestressed concrete bridge girders and piles incorporated into the project

Reviewed by:

Glenn Pressimone, PE

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





RON DESANTIS GOVERNOR 605 Suwannee Street

KEVIN J. THIBAULT, P.E. SECRETARY

Tallahassee, FL 32399-0450

March 17, 2022

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

TO: DISTRICT CONSTRUCTION ENGINEERS

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

Dan Hurtado

COPIES: Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark

Clasgens (FHWA), Ashley Anderson

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

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

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

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

The following conditions apply:

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

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

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

• Material Price Adjustment Steel – MPAS

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

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at <u>Ashley.Anderson@dot.state.fl.us</u>.

DH/aa

#### MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

#### 9-2.1.4 Material Adjustments for Rebar and Prestressing Strand: The

Department will make price adjustments for rebar and prestressing strand materials included in the list of Pay Items attached to DCE Memo 22-05 in accordance with the following procedures.

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

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

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

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

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

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

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

Where ID = Index % Difference = [IMP - 0.95(BMP)] / BMP when

the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference = [IMP - 1.05(BMP)] / BMP when

the IMP has increased between the month of bid and the month of material invoice.

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

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

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

## CONSENT AGENDA ITEM #5

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: **CFX Board Members** 

FROM:

Aneth Williams Director of Procurement

DATE: May 27, 2022

SUBJECT: Approval of Supplemental Agreement No. 4 with CDM Smith, Inc.

for Traffic and Earnings Consultant Services

Contract No. 001300

Board approval of Supplemental Agreement No. 4 with CDM Smith, Inc. for the not-to-exceed amount of \$1,000,000.00 is requested. The original contract was for three years with two oneyear renewals.

The work to be performed includes conducting traffic and earning services.

Original Contract	\$2,550,000.00
Supplemental Agreement No. 1	\$ 950,000.00
Supplemental Agreement No. 2	\$ 49,997.57
First Renewal	\$1,200,000.00
Supplemental Agreement No. 3	\$ 49,954.55
Second Renewal	\$1,200,000.00
Supplemental Agreement No. 4	\$1,000,000.00
Total	\$6,999,932.12

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

Reviewed by:

Director of Engineering

Glenn Pressimone, PE



#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 4 TO

## AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES CONTRACT NO. 001300

This	Supplemental	Agreement	No. 4	(":	Supp	lemental	Agr	eement")	) is ente	red into	this
	_day of		2022,	by	and	between	the	Central	Florida	Express	way
Auth	ority ("CFX")	and CDM S	mith, I	nc.,	("C	onsultant'	').				

#### WITNESSETH:

WHEREAS, CFX and the Consultant on July 13, 2017, entered into an Agreement whereby CFX retained the Consultant to provide miscellaneous construction engineering and inspection services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$1,000,000.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated July 13, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$1,000,000.00 which shall make the total not-to-exceed amount of the Contract \$6,99,932.12.

CFX and Consultant agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

Agreement for Traffic and Earnings Consultant Services Contract No. 001300

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

CENT	RAL FLORIDA EXPRESSWAY AUTHORITY
By:	Aneth Williams, Director of Procurement
CDM S	SMITH, INC.
By:	
Title:	
Attest:	(Seal)
Appro	ved as to form and execution, only.
Diego	"Woody" Rodriguez, General Counsel



101 Southhall Lane, Suite 200 Maitland, FL 32751

tel: 407 660-2552 fax: 407 875-1161

March 30, 2022

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Supplemental Agreement No. 4 for the CFX General Traffic and Earnings Consultant Contract #001300

#### Dear Mr. Pressimone:

At their meeting on August 12, 2021, the CFX Board of Directors approved the second contract renewal with CDM Smith for the General Traffic and Earnings Consultant contract #001300 for a value of \$1,200,000. The annual budget was based on the four annual ongoing tasks with an anticipated budget of approximately \$515,000 (model development, annual reporting and bond support, general consultant engineering support, and meetings/workshops) and the remaining \$685,000 budgeted for additional funding for the SR 414 Expressway Extension PD&E Study, Northeast Connector Expressway PD&E Study, the Southport Connector Expressway PD&E Study, and Tampa Avenue Interchange, as well as funding for two new projects: SR 528 BRAM and SR 408 East Operational Improvements (partially funded).

CDM Smith has been working on these projects throughout the year. There have also been additional projects that weren't anticipated at the beginning of the year that are in the process of starting. Those projects include the SR 417-Orlando Sanford International Airport CF&M study (recently awarded), the SR 534/Osceola Parkway Extension project (advertised for design phases), recent changes to the Southport Connector Expressway PD&E to include an Interchange Justification Report (IJR), and recent meetings regarding SR 528 BRAM have led to the evaluation of a similar concept on SR 408. These four projects will require planning, traffic engineering and T&R support. CDM Smith anticipates the need for additional budget through the remainder of the contract year to complete these tasks.

The first task order is the SR 417-Orlando Sanford International Airport CF&M Study. The CFX Board authorized the evaluation of a new toll connector between SR 417/Seminole Expressway and the Orlando Sanford International Airport. CDM Smith anticipates traffic forecasting and



Mr. Glenn Pressimone, PE Central Florida Expressway Authority March 30, 2022 Page 2

preparation of design traffic forecast to support the CF&M Consultant, as well as a preliminary T&R study for this project to determine project viability.

The second task order is the support of the design consultants for S.R. 534/Osceola Parkway Extension (OPE). Design traffic to support up to five design consultants will include an update of the PD&E design traffic to include post PD&E changes to the ramps, as well as the inclusion of an intermediate local access interchange at Medical City Drive. CDM Smith will develop traffic forecasts and operational analyses to determine when the new Medical City Drive interchange is required. The inclusion of the local access interchange in the campus of the S.R. 417/ OPE System interchange has added several new ramps, changes to previously designed ramps, and a collector/distributor system. CDM Smith will develop revised directional design hour volumes (DDHV) for the new interchange design. We also anticipate the need to develop a VISSIM model to review the design traffic operations in the SR 417/SR 534/Airport interchange campus, provide any recommended revisions, and coordinate with the design consultants as they develop final design plans. This will be a multi-year project so the budget requested is for the first two tasks with scheduled completion by October 1, 2022, which is the end date of our current contract.

The third task order is to amend the Southport Connector Expressway PD&E task order to include manhours and fee to complete an IJR for the Southport Connector partial interchange with Florida's Turnpike. Originally this work was to be completed by the PD&E consultant, but recent discussions has transitioned this work to this contract.

The fourth task order is an evaluation of the BRAM concept on SR 408. The current project on SR 528 has been evaluated for a proof of concept, and it has been requested that our efforts pivot to evaluating the concept on SR 408. The travel shed for the SR 408 is completely different than SR 528 and will require a more detailed review of traffic diversion as well as ridership estimates. We will continue to work with Dewberry, your General Engineering Consultants on this important study.

In addition to the four tasks described above, the SR 408 East Operational Improvements task was only partially funded with this year's authorization budget. CDM Smith is requesting funding to complete the remaining tasks, including the future safety evaluation, documentation of the VISSIM calibration report and concept traffic analysis report.

With total work authorizations through March 2022 of \$6,054,921.46, that only leaves \$9,683.90 in the contract budget for future project requests. CDM Smith will roll over unused funds from previous years authorizations of completed projects but anticipates a need to request funding of an additional \$1,000,000 for Year 5 of the contract in anticipation of additional projects requested by CFX. The following table includes a budget estimate of the additional tasks. The additional



Mr. Glenn Pressimone, PE Central Florida Expressway Authority March 30, 2022 Page 3

\$1,000,000 would make the total contract value \$6,999,932.12 through October 1, 2022 with \$1,009,683.90 available for future project requests.

The table below includes the budget estimate for each future project that requires funding, which equals the \$1,000,000 being requested.

Work Task	Budget Estimate
SR 417-Orlando Sanford International Airport CF&M Study	\$265,000
S.R. 534/Osceola Parkway Extension Design Traffic Support	\$350,000
Southport Connector Expressway Amendment for IJR	\$150,000
SR 408 BRAM	\$105,000
SR 408 East Operational Improvements (remaining funding)	\$130,000
Total	\$1,000,000

We expect that the additional funds will carry the budget through the end of our current contract. Please call either of us to discuss if you require additional information or have any questions.

Respectfully submitted,

**CDM Smith** 

Hugh W. Miller, Jr. P.E., PhD

Vice President

Carleen M. Flynn, AICP Deputy Project Manager

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 2 AGREEMENT CONTRACT NO. 001300

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 12th day of August 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and CDM SMITH, INC., registered and authorized to conduct business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated July 13, 2017, (collectively, the "Original Agreement"), with a Notice to Proceed date of October 2, 2017, whereby CFX retained the Consultant to perform traffic and earnings consultant services; and

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

- Recitals. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- Renewal Term. CFX and Consultant agree to exercise the second renewal of said Initial CFX
  Contract, which renewal shall begin on October 2, 2021 and end on October 1, 2022 ("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 <u>Exhibit "B"</u> of the Original Agreement, in an amount up to \$1,200,000.00 ("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.
- 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.

CDM SMITH, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: Carleen M. Flynn  Carleen M. Flynn  Carleen M. Flynn  Client Service Leader  ATTEST: Cov Michalls Hungaria (SEAL)	Aneth Williams, Director of Procurement  APRIL MICHELLE HUMPHRIES Notary Public - State of Florida Commission # HH 084860 My Comm. Expires Apr 28, 2025 Bonded through National Notary Assn.
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 7 to day of Avast . 2021 for its exclusive use and reliance.
By:	£ 1011 1
Print Name:	By: Diego "Woody" Rodrigue General Counsel
By:	
Print Name:	

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 3 TO

## AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES CONTRACT NO. 001300

This Supplemental Agreement No. 3 ("Supplemental Agreement") is entered into this 13<sup>th</sup> day of July 2021, by and between the Central Florida Expressway Authority ("CFX") and CDM Smith, Inc., ("Consultant").

#### WITNESSETH:

WHEREAS, CFX and the Consultant on July 13, 2017, entered into an Agreement whereby CFX retained the Consultant to provide miscellaneous construction engineering and inspection services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$49,954.55 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated July 13, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$49,954.55 which shall make the total not-to-exceed amount of the Contract \$4,799,932.12.

CFX and Consultant agree that this Supplemental Agreement No.3 shall not alter or change in any manner the force and effect of the original Contract 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 Consultant's waiver of all future rights for additional compensation which is not already defined herein.

Agreement for Traffic and Earnings Consultant Services Contract No. 001300

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

**Aneth Williams** 

Digitally signed by Aneth Williams Date: 2021.07.16 09:18:45 -04'00'

Director of Procurement

CDM SMITH, INC.

By:

Attest: Cotherine E. Thompson (Seal)

CATHERINE E. THOMPSON Notary Public - State of Florida Commission # HH 138014 My Comm. Expires Jul 17, 2025 Bonded through National Notary Assn.

Approved as to form and execution, only.

General Counsel for CFX

Diego "Woody"

Rodriguez

Digitally signed by Diego "Woody" Rodriguez

Date: 2021.07.15 15:09:33 -04'00'



101 Southhall Lane, Suite 200 Maitland, FL 32751

tel: 407 660-2552 fax: 407 875-1161

July 8, 2021

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Supplemental Agreement No. 3 for the CFX General Traffic and Earnings Consultant Contract #001300

#### Dear Mr. Pressimone:

At their meeting on August 13, 2020, the CFX Board of Directors approved the first contract renewal with CDM Smith for the General Traffic and Earnings Consultant contract #001300 for value of \$1,200,000. The annual budget was based on the four annual ongoing tasks with an anticipated budget of approximately \$494,986 (model development, annual reporting and bond support, general consultant engineering support, and meetings/workshops) and the remaining \$728,070.82 budgeted for the SR 414 Expressway Extension PD&E Study, Northeast Connector Expressway PD&E Study, the Southport Connector Expressway PD&E Study, the Tampa Avenue Interchange and Lake Orange Connector Design Traffic Support.

CDM Smith has been working on these projects but recent events have prompted some additional unforeseen work tasks related to current projects that CDM Smith anticipates a need for additional budget through the remainder of the contract year. We are requesting an additional \$49,954.55 of authorized budget for this contract year ending October 1, 2021, the end of the fourth year of our contract, Contract #001300.

The first work task is the potential S.R. 429/Binion Road Interchange. The master planning outreach process has led to the consideration of a new half interchange on S.R. 429 near Binion Road. CDM Smith has been requested to conduct a traffic and revenue analysis on this potential new interchange, which will include travel demand model runs, existing traffic and future traffic analysis, sketch level revenue analysis and coordination with local officials.

The second work task is the revision of the Osceola Parkway Extension (OPE) design traffic to include an intermediate local access interchange at Medical City Drive. The inclusion of the local access interchange in the campus of the S.R. 417/ OPE System interchange has added several new ramps, changes to previously designed ramps, and a collector/distributor system. The project is



Mr. Glenn Pressimone, PE Central Florida Expressway Authority July 8, 2021 Page 2

entering the design phase and the modified interchange design will require a revision to the forecasted traffic. CDM Smith will review the interchange design for operational characteristics, provide any recommended revisions, and develop revised directional design hour volumes (DDHV) for the new interchange design, documented in a traffic technical memorandum.

The funding would amend Authorization 2017-3.0/2018-3.5/2019-3.9/2020-3.9.1/2020-3.10 (Support for General Engineering Consultant) from \$818,182.71 to \$868,137.26. As well, the additional \$49,954.55 would make the total contract value \$4,799,932.12 through October 1, 2021.

Authorization 2017-3.0/2018-3.5/2019-3.9/2020-3.9.1/2020-3.10 - Support for General Engineering Consultant \$818,182.71 + \$49,954.55 = \$868,137.26

We expect that the additional funds will carry the budget for the contract through the next contract reauthorization. Please call either of us to discuss if you require additional information or have any questions. We look forward to continuing work on the contract.

Respectfully submitted,

**CDM Smith** 

Hugh W. Miller, Jr. P.E., PhD

Vice President

HMW:cmf Attachment Carleen M. Flynn, AICP Deputy Project Manager

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001300

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and CDM SMITH, INC., registered and authorized to conduct business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated July 13, 2017, (collectively, the "Original Agreement"), with a Notice to Proceed date of October 2, 2017, whereby CFX retained the Consultant to perform traffic and earnings consultant services; and

**WHEREAS**, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year 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. <u>Renewal Term</u>. CFX and Consultant agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on October 2, 2020 and end on October 1, 2021 ("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 <u>Exhibit "B"</u> of the Original Agreement, in an amount up to \$1,200,000.00 ("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.
- 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.

CDM SMITH, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Print Name: CARLEEN M. FLYNN Fitle: CHENT SERVICE LEADER	By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.09.15 11:50:50 -04'00'  Aneth Williams, Director of Procurement
ATTEST: Opine Michela Humphorseal)	
Secretary or Notary  If Individual, furnish two witnesses:	Approved as to form and legality by legal counsel
i ildividual, idinish two withesses.	to the Central Florida Expressway Authority on this 19th day ofAugust, 2020 for its
	exclusive use and reliance.  Diego "Woody"  Digitally signed by Diego
By:Print Name:	Diego "Woody"  By: Rodriguez  Date: 2020.08.19 21:04:48-04:00
	Diego "Woody" Rodriguez, General Counsel
By: Print Name:	
Timi Name.	
A PART OF MALES A COLUMN DISCOURT	
Notary Public - State of Florida Commission # GG 060302	
My Comm. Expires Apr 28, 2021	
My Comm. Expires Apr 28, 2021 Bonded through National Notary Assn.	

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 2

## AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES CONTRACT NO. 001300

This Supplemental Agreement No. 2 ("Supplemental Agreement") is entered into this 9<sup>th</sup> day of June 2020, by and between the Central Florida Expressway Authority ("CFX") and CDM Smith, Inc., ("Consultant").

#### WITNESSETH:

WHEREAS, CFX and the Consultant on July 13, 2017, entered into an Agreement whereby CFX retained the Consultant to provide miscellaneous construction engineering and inspection services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$49,977.57 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated July 13, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$49,977.57 which shall make the total not-to-exceed amount of the Contract \$3,549,977.57.

CFX and Consultant agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the original Contract 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 Consultant's waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	Aneth Williams	Digitally signed by Aneth Williams Date: 2020.09.17 10:04:58 -04'00'	
	Di	rector of Procurement	
CDM S	SMITH, INC.		
By:	Carlein	Nfym	
Title:	Client Serv	rice Leader	
Attest:	april m	Tichelle Hundrelfseal)	APRIL MICHELLE HUMPHRIES  Notary Public - State of Florida  Commission # GG 060302  My Comm. Expires Apr 28, 2021  Bonded through National Notary Assn
Approv	ved as to form and	execution, only.	
Genera	al Counsel for CFX	C	
Diego Rodrig	"Woody" guez	Digitally signed by Diego "Woody" Rodriguez Date: 2020.09.17 10:01:43 -04'00'	



101 Southhall Lane, Suite 200 Maitland, FL 32751

tel: 407 660-2552 fax: 407 875-1161

June 2, 2020

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Supplemental Agreement No. 2 for the CFX General Traffic and Earnings Consultant Contract #001300

#### Dear Mr. Pressimone:

At their meeting on August 8, 2019, the CFX Board of Directors approved Supplemental Agreement No.1 to CDM Smith for value of \$950,000 for Traffic and Earnings Consultant services for FY 2020. The annual budget was based on the four annual ongoing tasks with an anticipated budget of approximately \$482,000 (model development, annual reporting and bond support, general consultant engineering support, and meetings/workshops) and the remaining \$468,0000 budgeted for the Northeast Connector Expressway PD&E, the SR 414 Expressway Extension PD&E and the Osceola Brevard Connector Expressway Concept, Feasibility and Mobility Study.

CDM Smith has been working on these projects as well as some additional tasks related to recent events, and we are anticipating a need for additional budget through the remainder of the contract year. We are requesting an additional \$49,977.57 of authorized budget for this contract year ending in September 2020, the end of the third year of our contract, Contract #001300.

As you know, the coronavirus disease (COVID-19) has impacted the lives of most Americans, and such has disrupted almost every aspect of our way of life including customer use of the CFX System. Since late March, CDM Smith has been monitoring weekly traffic and revenue, prepared an analysis of COVID-19 related impacts and submitted revised revenue estimates of the impacts for several scenarios concerning the progression of the disease and related economic impacts. These were first submitted on April 2, 2020, and then updated on April 22, 2020. The results were presented to the CFX Board of Directors as part of Budget Workshops, held on May 14, 202 and May 28, 2020. Several additional scenarios were developed in response to Board Member comments. The Board has requested that CDM Smith continue to monitor the traffic and revenue and provide a monthly report to the Board of Directors at their monthly meetings. CDM Smith has committed to providing these reports monthly and updating the revised revenue forecast on a quarterly basis through the duration of the crisis.



Mr. Glenn Pressimone, PE Central Florida Expressway Authority June 2, 2020 Page 2

We anticipate a need for the additional budget to supplement unanticipated work completed in reaction to the COVID-19 crisis as well as work going forward and completion of the FY 2019 Annual Report. The funding would amend Authorization 2017-2.0 & 2.2 & 2.3 (System Review, Annual Report & Bond Support) from \$690,775.08 to \$740,752.65. As well, the additional \$49,977.57 would make the total contract budget \$3,549,977.57 through September 30, 2020.

Authorization 2017-2.0 & 2.2 & 2.3 (System Review, Annual Report & Bond Support) \$690,775.08 + \$49,977.57 = \$740,752.65

We expect that the additional funds will carry the budget for the contract through the next contract reauthorization. Please call either of us to discuss if you require additional information or have any questions. We look forward to continuing work on the contract.

Respectfully submitted,

**CDM Smith** 

Hugh W. Miller, Jr. P.E., PhD

Vice President

HMW:cmf Attachment Carleen M. Flynn, AICP Deputy Project Manager

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

#### TO

## AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES CONTRACT NO. 001300

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 13<sup>th</sup> day of June 2019, by and between the Central Florida Expressway Authority ("CFX") and CDM Smith, Inc., ("Consultant").

#### WITNESSETH:

WHEREAS, CFX and the Consultant on July 13, 2017, entered into an Agreement whereby CFX retained the Consultant to provide miscellaneous construction engineering and inspection services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$950,000.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated July 13, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$950,000.00 which shall make the total not-to-exceed amount of the Contract \$3,500,000.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on June 13, 2019.

CENTRAL FLORIDA EXPRESSWAY AUTHOR	ITY
By: Director of Procurement	'19 JUN 24 PH 2:18
CDM SMITH, INC.	
By: Carley M-Lym	
Title: CLIENT SERVICE LEAD	ER
Attest: <u>Opni Michelli Humphrso</u> (Seal)	APRIL MICHELLE HUMPHRIES Notary Public - State of Florida Commission # GG 060302 My Comm. Expires Apr 28, 2021 Bonded through National Notary Assn.
Approved as to form and execution, only.	
General Counsel for CFX	
Joseph 1 prositive	



101 Southhall Lane, Suite 200 Maitland, FL 32751

tel: 407 660-2552 fax: 407 875-1161

June 3, 2019

'19 JUN 24 PM 2:13

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Request for Additional Contract Budget for the CFX General Traffic and Earnings Consultant Contract #001300

#### Dear Mr. Pressimone:

CDM Smith was selected by CFX as the General Traffic and Earnings Consultant in September of 2017 with an original contract budget of \$2,550,000 or \$850,000 per year for three years. The annual budget was based on the four annual ongoing tasks with an anticipated budget of approximately \$482,000 (model development, annual reporting and bond support, general consultant engineering support, and meetings/workshops) and the remaining \$368,000 per year budgeted for one additional engineering study, such as a PD&E or concept study, and any additional miscellaneous projects.

During year 1, CDM Smith had an authorization of \$556,912.88 for the four annual ongoing tasks (Tasks 1.0, 2.0, 3.0 and 4.0) but then was also authorized \$335,755.56 to complete traffic and revenue analysis on the four OCX Master Plan Concept, Feasibility and Mobility (CFM) studies, \$385,661.57 to provide traffic engineering support and T&R study for the Lake Orange Connector PD&E study, and \$197,984.73 to complete a traffic and revenue analysis of the existing section of the Poinciana Parkway. As the OCX Master Plan projects were completed, two projects were advanced to PD&E Studies in March 2018, so CDM Smith was authorized an additional \$294,997.64 to provide traffic engineering support and T&R study for the Poinciana Parkway Extension PD&E and \$253,484.36 to provide traffic engineering support and T&R study for the Osceola Parkway Extension PD&E Reevaluation. This equates to \$2,024,796.74 in year 1 authorizations.

CDM Smith is currently in the second year of the contract. Year 2 authorization included a total of \$462,886.53 for the four annual ongoing tasks and an additional \$50,540.93 to complete the Poinciana Parkway T&R study. CDM Smith also provided traffic engineering support for the Northeast Connector Expressway Extension (NECEE) study, but this was completed using remaining funds from the OCX Master Plan CFM studies authorization. The year 1 and 2 authorizations to date total \$2,538,224.20, which is 99.5% of the total contract budget of \$2,550,000. A breakdown of the current authorizations is summarized in the table on Page 2.





Mr. Glenn Pressimone, PE Central Florida Expressway Authority June 3, 2019 Page 2

Task Number	Task Name	Year 1	Year 2	Total
1.0 & 1.1	Model Development	\$77,497.23	\$59,601.72	\$137,098.95
2.0 & 2.2	System Review, Annual Report & Bond Support	\$252,615.70	\$188,212.88	\$440,828.58
2.1 & 2.1.1	T&R for Acquisition of Poinciana Parkway	\$197,984.73	\$50,540.93	\$248,525.66
3.0 & 3.5	General Engineering Consultant Support	\$173,546.66	\$178,326.76	\$351,873.42
3.1	Osceola County Expressway Authority Projects	\$335,755.56	\$0.00	\$335,755.56
3.2	Lake Orange Connector PD&E	\$385,661.57	\$0.00	\$385,661.57
3.3	Poinciana Parkway PD&E	\$294,997.64	\$0.00	\$294,997.64
3.4	Osceola Parkway Connector PD&E	\$253,484.36	\$0.00	\$253,484.36
4.0 & 4.1	Meetings and Workshops	\$53,253.29	\$36,745.17	\$89,998.46
	Total	\$2,024,796.74	\$513,427.46	\$2,538,224.20

As previously mentioned, Tasks 1.0 (Model Development), 2.0 (System Review, Annual Report & Bond Support), 3.0 (General Engineering Consultant Support) and 4.0 (Meetings and Workshops) are annual ongoing tasks. All other tasks listed above were special projects.

With total work authorizations through April 2019 of \$2,538,224.20, that only leaves \$11,775.80 in the contract budget for future project requests. CDM Smith will roll over unused funds from Years 1 and 2 authorizations but anticipates a need to request funding of an additional \$950,000 for Year 3 of the contract in anticipation of additional projects requested by CFX. The following table includes an estimate for Year 3 of the budget:

Task Name	Year 3 Estimate
Model Development	\$62,000.00
System Review, Annual Report & Bond Support	\$195,000.00
General Engineering Consultant Support	\$185,000.00
Northeast Connector Study	\$200,000.00
S.R. 414 Direct Connection Study	\$150,000.00
Corridor F Planning Study	\$118,000.00
Meetings and Workshops	\$40,000.00
Total	\$950,000.00

This includes the annual ongoing tasks (approximately \$482,000) and three additional planning studies, (S.R. 414 Direct Connection Study, Northeast Connector Study, and Corridor F Planning Study) specified in the CFX FY 2019 – FY 2023 Work Plan. This would also leave contract budget for special projects, such as the T&R impacts of the Virgin Train/Brightline. The additional \$950,000 would make the total contract budget \$3,500,000 through September 30, 2020.





Mr. Glenn Pressimone, PE Central Florida Expressway Authority June 3, 2019 Page 3

Please call either of us to discuss if you require additional information or have any questions. We look forward to continuing work on the contract.

Respectfully submitted,

**CDM Smith** 

Hugh W. Miller, Jr. P.E., PhD

Vice President

HMW:CMF:jtb

Carleen M. Flynn, AICP Deputy Project Manager

### **AGREEMENT**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND CDM SMITH, INC.

TRAFFIC AND EARNINGS CONSULTANT SERVICES

**CONTRACT NO. 001300** 

CONTRACT DATE: JULY 13, 2017 CONTRACT AMOUNT: \$2,550,000.00

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

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

**FOR** 

#### TRAFFIC AND EARNINGS CONSULTANT SERVICES

**CONTRACT NO. 001300** 

**JULY 2017** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
Α	Exhibit "A", Scope of Services
В	Exhibit "B", Method of Compensation
С	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of July, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and CDM Smith, 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 101 Southhall Lane, Suite 200, 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. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish Traffic and Earning Services in accordance with Contract No. 001300.

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 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.

Florida Transportation Engineering, Inc. (Class II)
Fishkind & Associates, Inc. (Class II) – 08210

AVCON, Inc. – 039/4

Resource Systems Group, Inc. – 21256

Accurate Traffic Counts, Inc. (Class II)

SBuse Consulting (Class II)

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

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

#### 6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A".** A Supplemental Agreement will be required for the additional work. The CONSULTANT shall also provide assistance to the CFX's Project Manager with other related tasks as directed.

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.

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 \$2,550,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive

of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

#### 8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 101 Southhall Lane, Suite 200, 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 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.

#### 22.0 INSPECTOR GENERAL

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

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

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

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

#### 24.0 INTEGRATION

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

#### 25.0 ASSIGNMENT

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

#### 26.0 AVAILABILITY OF FUNDS

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

#### 27.0 SEVERABILITY

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

#### 28.0 AUDIT AND EXAMINATION OF RECORDS

#### 28.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

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

#### 29.0 NOTICE

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

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

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

To CONSULTANT: CDM Smith, Inc.

101 Southhall Lane, Suite 200

Maitland, FL., 32751

Attn: Hugh W. Miller Jr., PhD, PE

#### 30.0 GOVERNING LAW AND VENUE

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

#### 31.00 ATTACHMENTS

Exhibit "A", Scope of Services Exhibit "B", Method of Compensation Exhibit "C", Details of Cost and Fees Exhibit "D", Project Organization Chart

SIGNATURES TO FOLLOW 1

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 July 13, 2017.

CDM SMITH, INC.

BY: amelia Il Savies

Authorized Signature

Print Name: amelia H Davies

Title: Associate

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Director of Procurement

Print Name: Anath Williams

Effective Date: 10/2/17

ATTEST: <u>Open Michaele Humphnes</u> (Seal)
Secretary or Notary

APRIL MICHELLE HUMPHRIES
Notary Public - State of Florida
Commission # GG 060302
My Comm. Expires Apr 28, 2021
Bonded through National Notary Assn.

Approved as to form and execution, only.

General Counsel for CFX

2017 SEP 28 PM 4:10

# EXHIBIT A SCOPE OF SERVICES

#### Exhibit "A"

# SCOPE OF SERVICES GENERAL TRAFFIC AND EARNINGS CONSULTANT SERVICES CONTRACT NO. 001300

#### I. PURPOSE

The Central Florida Expressway Authority (CFX) requires the assistance of a Traffic & Earnings Consultant to provide traffic and earnings/revenue services on a continuing basis for financial planning on the CFX system of toll roads including any extensions, expansion projects or candidate projects. The services to be provided include, but are not necessarily limited to: data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

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

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

CFX shall request CONSULTANT services on an as-needed basis. There is no guarantee that any of all of the services described in this agreement will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

#### II. GENERAL REQUIREMENTS

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

The CONSULTANT shall have a detailed knowledge of modeling and forecasting in the Orlando urban area as well as experience in applying the Florida Standard Urban Transportation Model Structure (FSUTMS). All modeling services shall be physically performed or managed from the CONSULTANT's or subconsultant's office located within CFX's regional area (defined as Orange, Lake, Osceola, Brevard and Seminole Counties).

#### III. CONSULTANT SERVICES AND RESPONSIBILITIES

The CONSULTANT shall perform the following tasks in carrying out the requirements of the Agreement. The following tastes provide an example of work to be required, but are not intended to be all-inclusive:

- A. Transportation Planning and Traffic Engineering
  - 1. Prepare proposals for specific studies or other tasks within the specific scope of service prepared by CFX. Complete the required services under the direction of CFX's Project Manager.
  - 2. Monitor and evaluate economic conditions on the state, regional arid national levels and determine potential impact on toll traffic and revenues.
  - 3. Update and/or review the land use information along CFX projects.
  - 4. Maintain county demographic and land use information about CFX's project area.
  - 5. Develop Planning Concept Reports.
  - 6 Develop Design Traffic Reports
  - 7. Special Studies as assigned.
  - 8 Create and maintain a traffic forecasting model using FSUTMS.
  - 9. Apply CFX's model and FSUTMS to:
    - Interpret model results.
    - Develop all system and design traffic.
    - Document the model results including assumptions.
  - 10. Develop, implement and maintain a document control and filing system that shall govern the CONSULTANT's distribution and file copies of all program related correspondence, reports, plans, technical data, etc.
- B. System Review, Annual Report and Bonding Support
  - 1. The CONSULTANT shall be knowledgeable of all covenants and provisions of CFX's current bond resolutions and shall perform operations consistent with these covenants and provisions.

- 2. Prepare and submit to CFX copies of an annual report on the traffic, toll and revenue aspects of CFX's operations. Included in the report shall be an updated projection of revenues for CFX's system on a fiscal year basis for the current year and a period of ten (10) years thereafter.
- 3. Upon request by CFX, make preliminary suggestions on any traffic or toll matters.
- 4. Upon request by CFX, prepare studies to include, but not be limited to, the following:
  - Financial Feasibility
  - Toll Rate Structure
  - Bonding Capacity of Projects
- 5. Estimate the additional toll revenues that would be earned by CFX as a result of new projects or interchanges.
- 6. Certification of estimated project revenues for economic feasibility determination.
- 7. Review reports prepared by CFX staff or CFX consultants regarding projects that have potential for becoming CFX projects under the financial criteria established by the CFX.
- 8. Prepare Traffic and Earnings Reports for future proposed bond sales with coordination from CFX staff, CFX's General Engineering Consultant, financial advisors and underwriters. Present information in Traffic and Earnings Report as required.
- C. Support for the General Engineering Consultant
  - 1. As requested by the Project Manager, the CONSULTANT shall coordinate with and provide support to CFX's General Engineering Consultant for the following activities:
    - Miscellaneous traffic modeling.
    - Submittal and review of design traffic.
    - Operational analysis and traffic simulation.
    - Analysis of vehicle count and classification data.
    - System project review.
- D. Meetings and Workshops
  - 1. Attend meetings with CFX staff, consulting engineers, or other

individuals or agencies designated by the CFX.

2. Meet with the State Board of Administration, Division of Bond Finance, rating agencies, bond counsel, financial advisors and underwriters, and attend bond presentations as required.

#### IV. CFX RESPONSIBILITIES

CFX will furnish, without cost to the CONSULTANT, the following information and data in connection with services authorized under terms of the Agreement:

- A. Furnish all CFX procedures, standards, and policies applicable to the services being provided by the CONSULTANT.
- B Furnish drawings, specifications, schedules, reports and other information prepared by or for CFX by others which are available to CFX and which CFX considers pertinent to CONSULTANT's responsibilities as described herein.
- C. Furnish available traffic, safety (accident) and planning data.

#### V. SUBCONTRACTING

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Agreement. Subconsultants shall be qualified and approved by CFX prior to performing any work assigned to them.

If subconsultant services are authorized, the CONSULTANT shall obtain a schedule of rates for review and approval by CFX prior to any world being performed.

**END OF SECTION** 

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 4 TO

### AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES CONTRACT NO. 001300

This	Supplemental	Agreement	No. 4	("!	Supp	lemental	Agr	eement")	) is ente	red into	this
	_day of		2022,	by	and	between	the	Central	Florida	Express	way
Auth	ority ("CFX")	and CDM S	mith, I	nc.,	("C	onsultant'	').				

#### WITNESSETH:

WHEREAS, CFX and the Consultant on July 13, 2017, entered into an Agreement whereby CFX retained the Consultant to provide miscellaneous construction engineering and inspection services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$1,000,000.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated July 13, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$1,000,000.00 which shall make the total not-to-exceed amount of the Contract \$6,99,932.12.

CFX and Consultant agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

Agreement for Traffic and Earnings Consultant Services Contract No. 001300

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

CENT	RAL FLORIDA EXPRESSWAY AUTHORITY
By:	Aneth Williams, Director of Procurement
CDM S	SMITH, INC.
By:	
Title:	
Attest:	(Seal)
Appro	ved as to form and execution, only.
Diego	"Woody" Rodriguez, General Counsel



101 Southhall Lane, Suite 200 Maitland, FL 32751

tel: 407 660-2552 fax: 407 875-1161

March 30, 2022

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Supplemental Agreement No. 4 for the CFX General Traffic and Earnings Consultant Contract #001300

#### Dear Mr. Pressimone:

At their meeting on August 12, 2021, the CFX Board of Directors approved the second contract renewal with CDM Smith for the General Traffic and Earnings Consultant contract #001300 for a value of \$1,200,000. The annual budget was based on the four annual ongoing tasks with an anticipated budget of approximately \$515,000 (model development, annual reporting and bond support, general consultant engineering support, and meetings/workshops) and the remaining \$685,000 budgeted for additional funding for the SR 414 Expressway Extension PD&E Study, Northeast Connector Expressway PD&E Study, the Southport Connector Expressway PD&E Study, and Tampa Avenue Interchange, as well as funding for two new projects: SR 528 BRAM and SR 408 East Operational Improvements (partially funded).

CDM Smith has been working on these projects throughout the year. There have also been additional projects that weren't anticipated at the beginning of the year that are in the process of starting. Those projects include the SR 417-Orlando Sanford International Airport CF&M study (recently awarded), the SR 534/Osceola Parkway Extension project (advertised for design phases), recent changes to the Southport Connector Expressway PD&E to include an Interchange Justification Report (IJR), and recent meetings regarding SR 528 BRAM have led to the evaluation of a similar concept on SR 408. These four projects will require planning, traffic engineering and T&R support. CDM Smith anticipates the need for additional budget through the remainder of the contract year to complete these tasks.

The first task order is the SR 417-Orlando Sanford International Airport CF&M Study. The CFX Board authorized the evaluation of a new toll connector between SR 417/Seminole Expressway and the Orlando Sanford International Airport. CDM Smith anticipates traffic forecasting and



Mr. Glenn Pressimone, PE Central Florida Expressway Authority March 30, 2022 Page 2

preparation of design traffic forecast to support the CF&M Consultant, as well as a preliminary T&R study for this project to determine project viability.

The second task order is the support of the design consultants for S.R. 534/Osceola Parkway Extension (OPE). Design traffic to support up to five design consultants will include an update of the PD&E design traffic to include post PD&E changes to the ramps, as well as the inclusion of an intermediate local access interchange at Medical City Drive. CDM Smith will develop traffic forecasts and operational analyses to determine when the new Medical City Drive interchange is required. The inclusion of the local access interchange in the campus of the S.R. 417/OPE System interchange has added several new ramps, changes to previously designed ramps, and a collector/distributor system. CDM Smith will develop revised directional design hour volumes (DDHV) for the new interchange design. We also anticipate the need to develop a VISSIM model to review the design traffic operations in the SR 417/SR 534/Airport interchange campus, provide any recommended revisions, and coordinate with the design consultants as they develop final design plans. This will be a multi-year project so the budget requested is for the first two tasks with scheduled completion by October 1, 2022, which is the end date of our current contract.

The third task order is to amend the Southport Connector Expressway PD&E task order to include manhours and fee to complete an IJR for the Southport Connector partial interchange with Florida's Turnpike. Originally this work was to be completed by the PD&E consultant, but recent discussions has transitioned this work to this contract.

The fourth task order is an evaluation of the BRAM concept on SR 408. The current project on SR 528 has been evaluated for a proof of concept, and it has been requested that our efforts pivot to evaluating the concept on SR 408. The travel shed for the SR 408 is completely different than SR 528 and will require a more detailed review of traffic diversion as well as ridership estimates. We will continue to work with Dewberry, your General Engineering Consultants on this important study.

In addition to the four tasks described above, the SR 408 East Operational Improvements task was only partially funded with this year's authorization budget. CDM Smith is requesting funding to complete the remaining tasks, including the future safety evaluation, documentation of the VISSIM calibration report and concept traffic analysis report.

With total work authorizations through March 2022 of \$6,054,921.46, that only leaves \$9,683.90 in the contract budget for future project requests. CDM Smith will roll over unused funds from previous years authorizations of completed projects but anticipates a need to request funding of an additional \$1,000,000 for Year 5 of the contract in anticipation of additional projects requested by CFX. The following table includes a budget estimate of the additional tasks. The additional



Mr. Glenn Pressimone, PE Central Florida Expressway Authority March 30, 2022 Page 3

\$1,000,000 would make the total contract value \$6,999,932.12 through October 1, 2022 with \$1,009,683.90 available for future project requests.

The table below includes the budget estimate for each future project that requires funding, which equals the \$1,000,000 being requested.

Work Task	Budget Estimate
SR 417-Orlando Sanford International Airport CF&M Study	\$265,000
S.R. 534/Osceola Parkway Extension Design Traffic Support	\$350,000
Southport Connector Expressway Amendment for IJR	\$150,000
SR 408 BRAM	\$105,000
SR 408 East Operational Improvements (remaining funding)	\$130,000
Total	\$1,000,000

We expect that the additional funds will carry the budget through the end of our current contract. Please call either of us to discuss if you require additional information or have any questions.

Respectfully submitted,

**CDM Smith** 

Hugh W. Miller, Jr. P.E., PhD

Vice President

Carleen M. Flynn, AICP Deputy Project Manager

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 2 AGREEMENT CONTRACT NO. 001300

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 12th day of August 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and CDM SMITH, INC., registered and authorized to conduct business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated July 13, 2017, (collectively, the "Original Agreement"), with a Notice to Proceed date of October 2, 2017, whereby CFX retained the Consultant to perform traffic and earnings consultant services; and

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

- Recitals. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- Renewal Term. CFX and Consultant agree to exercise the second renewal of said Initial CFX
  Contract, which renewal shall begin on October 2, 2021 and end on October 1, 2022 ("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 <u>Exhibit "B"</u> of the Original Agreement, in an amount up to \$1,200,000.00 ("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.
- 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.

CDM SMITH, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: Carleen M. Flynn  Carleen M. Flynn  Carleen M. Flynn  Client Service Leader  ATTEST: Cov Michael Market (SEAL)	Aneth Williams, Director of Procurement  APRIL MICHELLE HUMPHRIES Notary Public - State of Florida Commission # HH 084860 My Comm. Expires Apr 28, 2025 Bonded through National Notary Assn.
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 7 to day of Avast . 2021 for its exclusive use and reliance.
By:	£ 1011 1
Print Name:	By: Diego "Woody" Rodrigue General Counsel
By:	
Print Name:	

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 3 TO

## AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES CONTRACT NO. 001300

This Supplemental Agreement No. 3 ("Supplemental Agreement") is entered into this 13<sup>th</sup> day of July 2021, by and between the Central Florida Expressway Authority ("CFX") and CDM Smith, Inc., ("Consultant").

#### WITNESSETH:

WHEREAS, CFX and the Consultant on July 13, 2017, entered into an Agreement whereby CFX retained the Consultant to provide miscellaneous construction engineering and inspection services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$49,954.55 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated July 13, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$49,954.55 which shall make the total not-to-exceed amount of the Contract \$4,799,932.12.

CFX and Consultant agree that this Supplemental Agreement No.3 shall not alter or change in any manner the force and effect of the original Contract 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 Consultant's waiver of all future rights for additional compensation which is not already defined herein.

Agreement for Traffic and Earnings Consultant Services Contract No. 001300

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

**Aneth Williams** 

Digitally signed by Aneth Williams Date: 2021.07.16 09:18:45 -04'00'

Director of Procurement

CDM SMITH, INC.

By:

Attest: Cotherine E. Thompson (Seal)

CATHERINE E. THOMPSON Notary Public - State of Florida Commission # HH 138014 My Comm. Expires Jul 17, 2025 Bonded through National Notary Assn.

Approved as to form and execution, only.

General Counsel for CFX

Diego "Woody"

Rodriguez

Digitally signed by Diego "Woody" Rodriguez

Date: 2021.07.15 15:09:33 -04'00'



101 Southhall Lane, Suite 200 Maitland, FL 32751

tel: 407 660-2552 fax: 407 875-1161

July 8, 2021

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Supplemental Agreement No. 3 for the CFX General Traffic and Earnings Consultant Contract #001300

#### Dear Mr. Pressimone:

At their meeting on August 13, 2020, the CFX Board of Directors approved the first contract renewal with CDM Smith for the General Traffic and Earnings Consultant contract #001300 for value of \$1,200,000. The annual budget was based on the four annual ongoing tasks with an anticipated budget of approximately \$494,986 (model development, annual reporting and bond support, general consultant engineering support, and meetings/workshops) and the remaining \$728,070.82 budgeted for the SR 414 Expressway Extension PD&E Study, Northeast Connector Expressway PD&E Study, the Southport Connector Expressway PD&E Study, the Tampa Avenue Interchange and Lake Orange Connector Design Traffic Support.

CDM Smith has been working on these projects but recent events have prompted some additional unforeseen work tasks related to current projects that CDM Smith anticipates a need for additional budget through the remainder of the contract year. We are requesting an additional \$49,954.55 of authorized budget for this contract year ending October 1, 2021, the end of the fourth year of our contract, Contract #001300.

The first work task is the potential S.R. 429/Binion Road Interchange. The master planning outreach process has led to the consideration of a new half interchange on S.R. 429 near Binion Road. CDM Smith has been requested to conduct a traffic and revenue analysis on this potential new interchange, which will include travel demand model runs, existing traffic and future traffic analysis, sketch level revenue analysis and coordination with local officials.

The second work task is the revision of the Osceola Parkway Extension (OPE) design traffic to include an intermediate local access interchange at Medical City Drive. The inclusion of the local access interchange in the campus of the S.R. 417/ OPE System interchange has added several new ramps, changes to previously designed ramps, and a collector/distributor system. The project is



Mr. Glenn Pressimone, PE Central Florida Expressway Authority July 8, 2021 Page 2

entering the design phase and the modified interchange design will require a revision to the forecasted traffic. CDM Smith will review the interchange design for operational characteristics, provide any recommended revisions, and develop revised directional design hour volumes (DDHV) for the new interchange design, documented in a traffic technical memorandum.

The funding would amend Authorization 2017-3.0/2018-3.5/2019-3.9/2020-3.9.1/2020-3.10 (Support for General Engineering Consultant) from \$818,182.71 to \$868,137.26. As well, the additional \$49,954.55 would make the total contract value \$4,799,932.12 through October 1, 2021.

Authorization 2017-3.0/2018-3.5/2019-3.9/2020-3.9.1/2020-3.10 - Support for General Engineering Consultant \$818,182.71 + \$49,954.55 = \$868,137.26

We expect that the additional funds will carry the budget for the contract through the next contract reauthorization. Please call either of us to discuss if you require additional information or have any questions. We look forward to continuing work on the contract.

Respectfully submitted,

**CDM Smith** 

Hugh W. Miller, Jr. P.E., PhD

Vice President

HMW:cmf Attachment Carleen M. Flynn, AICP Deputy Project Manager

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001300

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and CDM SMITH, INC., registered and authorized to conduct business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated July 13, 2017, (collectively, the "Original Agreement"), with a Notice to Proceed date of October 2, 2017, whereby CFX retained the Consultant to perform traffic and earnings consultant services; and

**WHEREAS**, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year 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. <u>Renewal Term</u>. CFX and Consultant agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on October 2, 2020 and end on October 1, 2021 ("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 <u>Exhibit "B"</u> of the Original Agreement, in an amount up to \$1,200,000.00 ("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.
- 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.

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.09.15 11:50:50-0400'  Aneth Williams, Director of Procurement
Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on this 19th day of August , 2020 for its
exclusive use and reliance.
Diego "Woody" Digitally signed by Diego "Woody" Rodriguez
By: Rodriguez Date: 2020.08.19 21:04:48-04:00 Diego "Woody" Rodriguez, General Counsel
Diego Woody Rodriguez, General Counsel

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 2

### AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES CONTRACT NO. 001300

This Supplemental Agreement No. 2 ("Supplemental Agreement") is entered into this 9<sup>th</sup> day of June 2020, by and between the Central Florida Expressway Authority ("CFX") and CDM Smith, Inc., ("Consultant").

#### WITNESSETH:

WHEREAS, CFX and the Consultant on July 13, 2017, entered into an Agreement whereby CFX retained the Consultant to provide miscellaneous construction engineering and inspection services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$49,977.57 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated July 13, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$49,977.57 which shall make the total not-to-exceed amount of the Contract \$3,549,977.57.

CFX and Consultant agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the original Contract 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 Consultant's waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	Aneth Williams	Digitally signed by Aneth Williams Date: 2020.09.17 10:04:58 -04'00'	
	Di	rector of Procurement	
CDM S	SMITH, INC.		
By:	Carlein	Nfym	
Title:	Client Serv	rice Leader	
Attest:	april m	Tichelle Hundrelfseal)	APRIL MICHELLE HUMPHRIES  Notary Public - State of Florida  Commission # GG 060302  My Comm. Expires Apr 28, 2021  Bonded through National Notary Assn
Approv	ved as to form and	execution, only.	
Genera	al Counsel for CFX	C	
Diego Rodrig	"Woody" guez	Digitally signed by Diego "Woody" Rodriguez Date: 2020.09.17 10:01:43 -04'00'	



101 Southhall Lane, Suite 200 Maitland FL 32751

tel: 407 660-2552 fax: 407 875-1161

June 2, 2020

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Supplemental Agreement No. 2 for the CFX General Traffic and Earnings Consultant Contract #001300

#### Dear Mr. Pressimone:

At their meeting on August 8, 2019, the CFX Board of Directors approved Supplemental Agreement No.1 to CDM Smith for value of \$950,000 for Traffic and Earnings Consultant services for FY 2020. The annual budget was based on the four annual ongoing tasks with an anticipated budget of approximately \$482,000 (model development, annual reporting and bond support, general consultant engineering support, and meetings/workshops) and the remaining \$468,0000 budgeted for the Northeast Connector Expressway PD&E, the SR 414 Expressway Extension PD&E and the Osceola Brevard Connector Expressway Concept, Feasibility and Mobility Study.

CDM Smith has been working on these projects as well as some additional tasks related to recent events, and we are anticipating a need for additional budget through the remainder of the contract year. We are requesting an additional \$49,977.57 of authorized budget for this contract year ending in September 2020, the end of the third year of our contract, Contract #001300.

As you know, the coronavirus disease (COVID-19) has impacted the lives of most Americans, and such has disrupted almost every aspect of our way of life including customer use of the CFX System. Since late March, CDM Smith has been monitoring weekly traffic and revenue, prepared an analysis of COVID-19 related impacts and submitted revised revenue estimates of the impacts for several scenarios concerning the progression of the disease and related economic impacts. These were first submitted on April 2, 2020, and then updated on April 22, 2020. The results were presented to the CFX Board of Directors as part of Budget Workshops, held on May 14, 202 and May 28, 2020. Several additional scenarios were developed in response to Board Member comments. The Board has requested that CDM Smith continue to monitor the traffic and revenue and provide a monthly report to the Board of Directors at their monthly meetings. CDM Smith has committed to providing these reports monthly and updating the revised revenue forecast on a quarterly basis through the duration of the crisis.



Mr. Glenn Pressimone, PE Central Florida Expressway Authority June 2, 2020 Page 2

We anticipate a need for the additional budget to supplement unanticipated work completed in reaction to the COVID-19 crisis as well as work going forward and completion of the FY 2019 Annual Report. The funding would amend Authorization 2017-2.0 & 2.2 & 2.3 (System Review, Annual Report & Bond Support) from \$690,775.08 to \$740,752.65. As well, the additional \$49,977.57 would make the total contract budget \$3,549,977.57 through September 30, 2020.

Authorization 2017-2.0 & 2.2 & 2.3 (System Review, Annual Report & Bond Support) \$690,775.08 + \$49,977.57 = \$740,752.65

We expect that the additional funds will carry the budget for the contract through the next contract reauthorization. Please call either of us to discuss if you require additional information or have any questions. We look forward to continuing work on the contract.

Respectfully submitted,

**CDM Smith** 

Hugh W. Miller, Jr. P.E., PhD

Vice President

HMW:cmf Attachment Carleen M. Flynn, AICP Deputy Project Manager

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

#### TO

### AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES CONTRACT NO. 001300

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 13<sup>th</sup> day of June 2019, by and between the Central Florida Expressway Authority ("CFX") and CDM Smith, Inc., ("Consultant").

#### WITNESSETH:

WHEREAS, CFX and the Consultant on July 13, 2017, entered into an Agreement whereby CFX retained the Consultant to provide miscellaneous construction engineering and inspection services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$950,000.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated July 13, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$950,000.00 which shall make the total not-to-exceed amount of the Contract \$3,500,000.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on June 13, 2019.

CENTRAL FLORIDA EXPRESSWAY AUTHOR	ITY
By: Director of Procurement	'19 JUN 24 PH 2:18
CDM SMITH, INC.	
By: Carley M-Lym	
Title: CLIENT SERVICE LEAD	ER
Attest: <u>Opni Michelli Humphrso</u> (Seal)	APRIL MICHELLE HUMPHRIES Notary Public - State of Florida Commission # GG 060302 My Comm. Expires Apr 28, 2021 Bonded through National Notary Assn.
Approved as to form and execution, only.	
General Counsel for CFX	
Joseph 1 prositive	



101 Southhall Lane, Suite 200 Maitland, FL 32751

tel: 407 660-2552 fax: 407 875-1161

June 3, 2019

'19 JUN 24 PM 2:13

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: Request for Additional Contract Budget for the CFX General Traffic and Earnings Consultant Contract #001300

#### Dear Mr. Pressimone:

CDM Smith was selected by CFX as the General Traffic and Earnings Consultant in September of 2017 with an original contract budget of \$2,550,000 or \$850,000 per year for three years. The annual budget was based on the four annual ongoing tasks with an anticipated budget of approximately \$482,000 (model development, annual reporting and bond support, general consultant engineering support, and meetings/workshops) and the remaining \$368,000 per year budgeted for one additional engineering study, such as a PD&E or concept study, and any additional miscellaneous projects.

During year 1, CDM Smith had an authorization of \$556,912.88 for the four annual ongoing tasks (Tasks 1.0, 2.0, 3.0 and 4.0) but then was also authorized \$335,755.56 to complete traffic and revenue analysis on the four OCX Master Plan Concept, Feasibility and Mobility (CFM) studies, \$385,661.57 to provide traffic engineering support and T&R study for the Lake Orange Connector PD&E study, and \$197,984.73 to complete a traffic and revenue analysis of the existing section of the Poinciana Parkway. As the OCX Master Plan projects were completed, two projects were advanced to PD&E Studies in March 2018, so CDM Smith was authorized an additional \$294,997.64 to provide traffic engineering support and T&R study for the Poinciana Parkway Extension PD&E and \$253,484.36 to provide traffic engineering support and T&R study for the Osceola Parkway Extension PD&E Reevaluation. This equates to \$2,024,796.74 in year 1 authorizations.

CDM Smith is currently in the second year of the contract. Year 2 authorization included a total of \$462,886.53 for the four annual ongoing tasks and an additional \$50,540.93 to complete the Poinciana Parkway T&R study. CDM Smith also provided traffic engineering support for the Northeast Connector Expressway Extension (NECEE) study, but this was completed using remaining funds from the OCX Master Plan CFM studies authorization. The year 1 and 2 authorizations to date total \$2,538,224.20, which is 99.5% of the total contract budget of \$2,550,000. A breakdown of the current authorizations is summarized in the table on Page 2.





Mr. Glenn Pressimone, PE Central Florida Expressway Authority June 3, 2019 Page 2

Task Number	sk Number Task Name		Year 2	Total
1.0 & 1.1	Model Development	\$77,497.23	\$59,601.72	\$137,098.95
2.0 & 2.2	System Review, Annual Report & Bond Support	\$252,615.70	\$188,212.88	\$440,828.58
2.1 & 2.1.1	1.1 T&R for Acquisition of Poinciana Parkway		\$50,540.93	\$248,525.66
3.0 & 3.5	& 3.5 General Engineering Consultant Support		\$178,326.76	\$351,873.42
3.1	Osceola County Expressway Authority Projects	\$335,755.56	\$0.00	\$335,755.56
3.2			\$0.00	\$385,661.57
3.3	3.3 Poinciana Parkway PD&E		\$0.00	\$294,997.64
3.4 Osceola Parkway Connector PD&E		\$253,484.36	\$0.00	\$253,484.36
4.0 & 4.1	Meetings and Workshops	\$53,253.29	\$36,745.17	\$89,998.46
	Total	\$2,024,796.74	\$513,427.46	\$2,538,224.20

As previously mentioned, Tasks 1.0 (Model Development), 2.0 (System Review, Annual Report & Bond Support), 3.0 (General Engineering Consultant Support) and 4.0 (Meetings and Workshops) are annual ongoing tasks. All other tasks listed above were special projects.

With total work authorizations through April 2019 of \$2,538,224.20, that only leaves \$11,775.80 in the contract budget for future project requests. CDM Smith will roll over unused funds from Years 1 and 2 authorizations but anticipates a need to request funding of an additional \$950,000 for Year 3 of the contract in anticipation of additional projects requested by CFX. The following table includes an estimate for Year 3 of the budget:

Task Name	Year 3 Estimate
Model Development	\$62,000.00
System Review, Annual Report & Bond Support	\$195,000.00
General Engineering Consultant Support	\$185,000.00
Northeast Connector Study	\$200,000.00
S.R. 414 Direct Connection Study	\$150,000.00
Corridor F Planning Study	\$118,000.00
Meetings and Workshops	\$40,000.00
Total	\$950,000.00

This includes the annual ongoing tasks (approximately \$482,000) and three additional planning studies, (S.R. 414 Direct Connection Study, Northeast Connector Study, and Corridor F Planning Study) specified in the CFX FY 2019 – FY 2023 Work Plan. This would also leave contract budget for special projects, such as the T&R impacts of the Virgin Train/Brightline. The additional \$950,000 would make the total contract budget \$3,500,000 through September 30, 2020.





Mr. Glenn Pressimone, PE Central Florida Expressway Authority June 3, 2019 Page 3

Please call either of us to discuss if you require additional information or have any questions. We look forward to continuing work on the contract.

Respectfully submitted,

**CDM Smith** 

Hugh W. Miller, Jr. P.E., PhD

Vice President

HMW:CMF:jtb

Carleen M. Flynn, AICP Deputy Project Manager

## **AGREEMENT**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND CDM SMITH, INC.

TRAFFIC AND EARNINGS CONSULTANT SERVICES

**CONTRACT NO. 001300** 

CONTRACT DATE: JULY 13, 2017 CONTRACT AMOUNT: \$2,550,000.00

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

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

**FOR** 

#### TRAFFIC AND EARNINGS CONSULTANT SERVICES

**CONTRACT NO. 001300** 

**JULY 2017** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
Α	Exhibit "A", Scope of Services
В	Exhibit "B", Method of Compensation
С	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of July, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and CDM Smith, 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 101 Southhall Lane, Suite 200, 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. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish Traffic and Earning Services in accordance with Contract No. 001300.

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 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.

Florida Transportation Engineering, Inc. (Class II)
Fishkind & Associates, Inc. (Class II) – 08210

AVCON, Inc. – 039/4

Resource Systems Group, Inc. – 21256

Accurate Traffic Counts, Inc. (Class II)

SBuse Consulting (Class II)

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

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

#### 6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A".** A Supplemental Agreement will be required for the additional work. The CONSULTANT shall also provide assistance to the CFX's Project Manager with other related tasks as directed.

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.

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 \$2,550,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive

of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

#### 8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 101 Southhall Lane, Suite 200, 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 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.

#### 22.0 INSPECTOR GENERAL

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

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

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

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

#### 24.0 INTEGRATION

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

#### 25.0 ASSIGNMENT

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

#### 26.0 AVAILABILITY OF FUNDS

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

#### 27.0 SEVERABILITY

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

#### 28.0 AUDIT AND EXAMINATION OF RECORDS

#### 28.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

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

#### 29.0 NOTICE

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

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

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

To CONSULTANT: CDM Smith, Inc.

101 Southhall Lane, Suite 200

Maitland, FL., 32751

Attn: Hugh W. Miller Jr., PhD, PE

#### 30.0 GOVERNING LAW AND VENUE

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

#### 31.00 ATTACHMENTS

Exhibit "A", Scope of Services Exhibit "B", Method of Compensation Exhibit "C", Details of Cost and Fees Exhibit "D", Project Organization Chart

SIGNATURES TO FOLLOW 1

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 July 13, 2017.

CDM SMITH, INC.

BY: amelia Il Savies

Authorized Signature

Print Name: amelia H Davies

Title: Associate

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Director of Procurement

Print Name: Anath Williams

Effective Date: 10/2/17

ATTEST: <u>Open Michaele Humphnes</u> (Seal)
Secretary or Notary

APRIL MICHELLE HUMPHRIES
Notary Public - State of Florida
Commission # GG 060302
My Comm. Expires Apr 28, 2021
Bonded through National Notary Assn.

Approved as to form and execution, only.

General Counsel for CFX

2017 SEP 28 PM 4:10

# EXHIBIT A SCOPE OF SERVICES

#### Exhibit "A"

# SCOPE OF SERVICES GENERAL TRAFFIC AND EARNINGS CONSULTANT SERVICES CONTRACT NO. 001300

#### I. PURPOSE

The Central Florida Expressway Authority (CFX) requires the assistance of a Traffic & Earnings Consultant to provide traffic and earnings/revenue services on a continuing basis for financial planning on the CFX system of toll roads including any extensions, expansion projects or candidate projects. The services to be provided include, but are not necessarily limited to: data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

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

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

CFX shall request CONSULTANT services on an as-needed basis. There is no guarantee that any of all of the services described in this agreement will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

#### II. GENERAL REQUIREMENTS

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

The CONSULTANT shall have a detailed knowledge of modeling and forecasting in the Orlando urban area as well as experience in applying the Florida Standard Urban Transportation Model Structure (FSUTMS). All modeling services shall be physically performed or managed from the CONSULTANT's or subconsultant's office located within CFX's regional area (defined as Orange, Lake, Osceola, Brevard and Seminole Counties).

### III. CONSULTANT SERVICES AND RESPONSIBILITIES

The CONSULTANT shall perform the following tasks in carrying out the requirements of the Agreement. The following tastes provide an example of work to be required, but are not intended to be all-inclusive:

- A. Transportation Planning and Traffic Engineering
  - 1. Prepare proposals for specific studies or other tasks within the specific scope of service prepared by CFX. Complete the required services under the direction of CFX's Project Manager.
  - 2. Monitor and evaluate economic conditions on the state, regional arid national levels and determine potential impact on toll traffic and revenues.
  - 3. Update and/or review the land use information along CFX projects.
  - 4. Maintain county demographic and land use information about CFX's project area.
  - 5. Develop Planning Concept Reports.
  - 6 Develop Design Traffic Reports
  - 7. Special Studies as assigned.
  - 8 Create and maintain a traffic forecasting model using FSUTMS.
  - 9. Apply CFX's model and FSUTMS to:
    - Interpret model results.
    - Develop all system and design traffic.
    - Document the model results including assumptions.
  - 10. Develop, implement and maintain a document control and filing system that shall govern the CONSULTANT's distribution and file copies of all program related correspondence, reports, plans, technical data, etc.
- B. System Review, Annual Report and Bonding Support
  - 1. The CONSULTANT shall be knowledgeable of all covenants and provisions of CFX's current bond resolutions and shall perform operations consistent with these covenants and provisions.

- 2. Prepare and submit to CFX copies of an annual report on the traffic, toll and revenue aspects of CFX's operations. Included in the report shall be an updated projection of revenues for CFX's system on a fiscal year basis for the current year and a period of ten (10) years thereafter.
- 3. Upon request by CFX, make preliminary suggestions on any traffic or toll matters.
- 4. Upon request by CFX, prepare studies to include, but not be limited to, the following:
  - Financial Feasibility
  - Toll Rate Structure
  - Bonding Capacity of Projects
- 5. Estimate the additional toll revenues that would be earned by CFX as a result of new projects or interchanges.
- 6. Certification of estimated project revenues for economic feasibility determination.
- 7. Review reports prepared by CFX staff or CFX consultants regarding projects that have potential for becoming CFX projects under the financial criteria established by the CFX.
- 8. Prepare Traffic and Earnings Reports for future proposed bond sales with coordination from CFX staff, CFX's General Engineering Consultant, financial advisors and underwriters. Present information in Traffic and Earnings Report as required.
- C. Support for the General Engineering Consultant
  - 1. As requested by the Project Manager, the CONSULTANT shall coordinate with and provide support to CFX's General Engineering Consultant for the following activities:
    - Miscellaneous traffic modeling.
    - Submittal and review of design traffic.
    - Operational analysis and traffic simulation.
    - Analysis of vehicle count and classification data.
    - System project review.
- D. Meetings and Workshops
  - 1. Attend meetings with CFX staff, consulting engineers, or other

individuals or agencies designated by the CFX.

2. Meet with the State Board of Administration, Division of Bond Finance, rating agencies, bond counsel, financial advisors and underwriters, and attend bond presentations as required.

#### IV. CFX RESPONSIBILITIES

CFX will furnish, without cost to the CONSULTANT, the following information and data in connection with services authorized under terms of the Agreement:

- A. Furnish all CFX procedures, standards, and policies applicable to the services being provided by the CONSULTANT.
- B Furnish drawings, specifications, schedules, reports and other information prepared by or for CFX by others which are available to CFX and which CFX considers pertinent to CONSULTANT's responsibilities as described herein.
- C. Furnish available traffic, safety (accident) and planning data.

#### V. SUBCONTRACTING

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Agreement. Subconsultants shall be qualified and approved by CFX prior to performing any work assigned to them.

If subconsultant services are authorized, the CONSULTANT shall obtain a schedule of rates for review and approval by CFX prior to any world being performed.

**END OF SECTION** 

## CONSENT AGENDA ITEM #6

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## <u>MEMORANDU</u>M

TO: **CFX Board Members** 

Aneth Williams Will FROM:

Director of Procurement

DATE: May 20, 2022

SUBJECT: Approval of Supplemental Agreement No. 5A with RS&H, Inc. for

SR 417 Widening from John Young Parkway to Landstar Boulevard –

Post Design Services

Project No. 417-142, Contract No. 001313

Board approval of Supplemental Agreement No. 5A with RS&H, Inc. in a not-to-exceed amount of \$120,012.70 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 the construction plan changes due to Brightline and Florida Turnpike modifications.

Original Contract	\$6,500,000.00
Supplemental Agreement No. 1	\$1,172,647.69
Supplemental Agreement No. 2	\$ 363,487.62
Supplemental Agreement No. 3	\$ 0.00
Supplemental Agreement No. 4	\$ 92,161.96
Supplemental Agreement No. 5	\$1,307,509.88
Supplemental Agreement No. 6	\$ 0.00
Supplemental Agreement No. 5A	\$ 120,012.70
Total	\$9,555,819.85

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

Reviewed by:

Will Hawthorne, PE Director of Engineering

#### SUPPLEMENTAL AGREEMENT NO. 5A

TO

# AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 417-142)

#### S.R. 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT 5A 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, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, 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 the 29<sup>th</sup> day of June 2018, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 28<sup>th</sup>, 2019, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 29, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 9, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated October

27, 2020, as amended or supplemented by that certain Supplemental Agreement No. 5A between CFX and CONSULTANT dated November 12, 2020, as amended or supplemented by that certain Supplemental Agreement No. 6 between CFX and CONSULTANT dated November 1, 2021 (collectively, "Agreement"); and

WHEREAS, Section 4.26 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 417-142, 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. 5 dated November 12, 2020 ("SA 5") to provide the post design services more specifically outlined in SA 5 ("Post Design Services") after completion of the services outlined in the Agreement for Project 417-142; 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, 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; and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional post design services as outlined in correspondence to CFX dated May 18, 2022,

which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Post Design Services"). Section 4.26 of Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, 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 \$120,012.70 to a total of \$1,427,522.58.
- 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	
RS&H, INC.	
By: Print Name: Title:	
Approved as to form and execution for CFX's exclusive use and reliance.	
Diego "Woody" Rodriguez	
General Counsel	

Exhibit "A" 5/20/2022



#### **MEMORANDUM**

**Date:** May 18, 2022

To: Will Hawthorne, PE CFX Director of Engineering

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001313

CFX Project No. 417-142

SR 417 Widening from John Young Parkway to Landstar Boulevard

Supplemental Agreement #5A Additional PDS

#### **Comments:**

I have reviewed the Post Design fee sheet and scope of services for Supplemental Agreement #5A (SA #5A) submitted by RS&H, Inc. dated May 18, 2022. SA #5A is for additional Post Design Professional Services for the additional effort associated with the construction plan changes and Brightline and Florida Turnpike modifications.

Supplemental Agreement #5A request is attached and costs are detailed below:

\$ 106.202.21	RS&H as Prime
\$ 13,810.49	Total Subconsultant Fees
\$ 120,012.70	Total Requested Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$120,012.70.

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

#### CC:

Keith Jackson, PE Dewberry File





May 18, 2022

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

RE: Project # 417-142 - SR 417 Widening from John Young Parkway to Landstar Blvd.

Contract No. 001313 - SA #5A - Additional Fee for Post Design Services

Dear Mr. Hawthorne:

Please find attached our Request for Supplemental Agreement #5A for above referenced project. This request addresses the efforts associated with completing the Post Design Services for this project.

Please contact me if you have any questions or need additional information.

Respectfully yours,

Renato J. Gonzalez, P.E.

Renato J boyals

Project Manager

cc: Scott Kamien, PE - Dewberry Engineers, Inc.

Exhibit "A"

5/20/2022

# Scope of Services Supplemental Agreement No. 5A

Post-Design Scope of Services (Section 4.26)

# SR 417 Widening from John Young Parkway to Landstar Boulevard CFX Project No. 417-142, Contract No. 001313

#### **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 construction completion date of October 2023.

# Scope of Work

# 4.26 Post Design Services

# **B.** General Support:

- 1. **Requests for Information:** It is anticipated that RS&H will be responding to 50 Request for Information through completion of construction for this project. This includes formal written RFI's as well as miscellaneous requests.
- 2. **Plan Revisions:** It is anticipated that there will be ten (10) more revisions to plan components addressing unforeseen field conditions through completion of construction for this project.
- **E.** Field Visits: There are two (2) more field visits anticipated.
- **F. Shop Drawing Reviews:** There are ten (10) structural shop drawings remaining for RS&H review. These are associated with bridges and retaining walls. There are 70 sign panels and 20 drainage structure shop drawings remaining for RS&H review. There are eight (8) roadway component shop drawings remaining for RS&H review.
- **G. Post-Design Contact:** This will cover the project coordination effort through completion of construction.
- **I. Meetings:** It is anticipated that RS&H will be attending four (4) meetings through completion of construction.
- **J. Bridge Load Ratings:** Bridge Load Ratings will be completed per the original post design services contract.
- M. Record Drawings: Record Drawings will be completed per the original post design services contract.
- **N. Roadway Lighting:** The CONSULTANT shall include Post Design services for roadway lighting to be performed by DRMP, Inc. Deliverables include shop drawing reviews, plan revisions, record drawings, RFIs, response to contractor questions, plan revisions, and record drawings.

#### SUPPLEMENTAL AGREEMENT NO. 6

#### TO

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### **FINAL DESIGN**

#### S.R. 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT 6 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this \_\_\_\_\_\_ 1st \_\_\_\_ day of \_\_\_\_\_\_ November \_\_\_\_\_\_, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, 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 the 29<sup>th</sup> day of June 2018, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 28<sup>th</sup>, 2019, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 29, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 9, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated October

27, 2020, as amended or supplemented by that certain Supplemental Agreement No. 5 between CFX and CONSULTANT dated November 12, 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 September 30, 2021 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
- Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$118,228.47 to \$4,673,335.73.
  - b. The Direct Expenses (Lump Sum) remain unchanged at \$21,601.60.
  - c. Direct Travel Expenses (Limiting Amount) remain unchanged at \$1,777.99.

d. The Subcontract Items are adjusted downward by \$118,228.47 to \$3,431,581.95.

• GEC (Class II) (\$43,276.59)

• NADIC (Class II) (\$74,951.88)

- e. The Allowance remains unchanged at \$0.00.
- f. The Total Maximum Limiting Amount remains unchanged at \$8,128,297.27.
- 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

Aneth Williams, Director of Procurement

RS&H, INC.

Print Name: Edward J. Gonzalez P

Title: Vice President

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

**General Counsel** 

Laura N. Kelly, Associate Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.11.09 11:14:55 -05'00'

Diego "Woody" Rodriguez

General Counsel

#### SUPPLEMENTAL AGREEMENT NO. 5

#### TO

# AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 417-142)

#### SR 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this <a href="text-align: left">12th</a> day of <a href="text-align: left">November</a>, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC., a Florida corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated June 29, 2019, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 28, 2019, that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 29, 2020, and that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 22, 2020 and that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated October 26, 2020 (collectively, the "Agreement"); and

WHEREAS, Section 4.26 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 417-142, 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 September 21, 2020, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.26 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.
- 2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be

reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$1,307,509.88.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By:	Aneth Williams	Digitally signed by Aneth Williams Date: 2020.12:08 15:40:24 -05'00'
-----	----------------	---

Aneth Williams, Director of Procurement

RS&H, INC.	
By:	Ja Fat
Print Name:	Jesse J. Forst
Title:	Vice President

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

By:	Laura Newlin Kelly, Associate General Counsel	Digitally signed by Laura Newlin Kelly, Associate General Counsel Date: 2020.12.08 14:30:57 -05'00'	
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Diego "Woody" Rodriguez

General Counsel for CFX



# Exhibit "A"

#### **MEMORANDUM**

Date: September 21, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Scott Kamien SMK, PE

Subject: Design Consultant Services - Contract 001313

CFX Project No. 417-142

SR 417 Widening from John Young Parkway to Landstar Boulevard

Supplemental Agreement #5

#### **Comments:**

I have reviewed the Post Design fee sheet and scope of services for Supplemental Agreement #5 (SA #5) submitted by RS&H, Inc. initially via email on July 7, 2020, and finalized on September 21, 2020. SA #5 is for Post Design Professional Services associated with the construction plans and bid documents for this widening project.

Supplemental Agreement #5 request is attached and costs are detailed below:

 \$ 884,855.42
 RS&H as Prime

 \$ 422,654.46
 Total Subconsultant Fees

 \$ 1,307,509.88
 Total Requested Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$1,307,509.88.

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

#### cc:

Keith Jackson, PE Dewberry

# Exhibit "A"



RS&H, Inc.
301 E. Pine Street, Suite 350
Orlando, Florida 32801
P: 407-893-5800
F: 407-264-6624
FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

September 21, 2020

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

RE: SR 417 Widening from JYP to Landstar Blvd.

Supplemental Agreement No. 5 - Post Design Services

Orange County, Florida CFX Project No. 417-142

Dear Mr. Hawthorne:

RS&H is pleased to submit this fee proposal for Post Design Services for the CFX 417-142 project. This proposal assumes a certain level of involvement by RS&H and its subconsultants to support the construction of this project by responding to requests for information, review of shop drawings, preparation of plans revisions as a result of construction related issues and general coordination during construction.

RS&H is pleased to continue our working relationship with CFX and look forward to this project advancing to construction. Please feel free to contact me directly at 407-893-5851 if you have any questions regarding this information. Very truly yours,

RS&H, INC.

Renato J. Gonzalez, PE

Renato J Cogaly

**Project Manager** 

# Exhibit "A" Exhibit "A"

# Project 417-142 S.R. 417 Widening from John Young Pkwy to Landstar Blvd Post-Design Scope of Services

#### 4.26 Post Design Services

#### A. Compensation

The Consultant's compensation for post-design services is hereby added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions 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 the assigned Authority Resident Construction Engineer to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

#### D. Addenda

The Consultant shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned Authority Resident Construction Engineer, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

#### 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 make the place of formal construction inspection by CFX's Construction Manager and their inspection team. Rather, it is intended to provide the opportunity for members of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to CFX and their Construction Manager within five business days of the trip.

#### F. Shop Drawing Reviews

# Exhibit "A"

The Consultant shall review and approve shop drawings from the Contractor for roadway, utilities, structural, lighting, FON, signing and drainage elements. This work will include the erection procedure plans, review proposals for substitutions, development of supplemental agreements, and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

#### 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 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

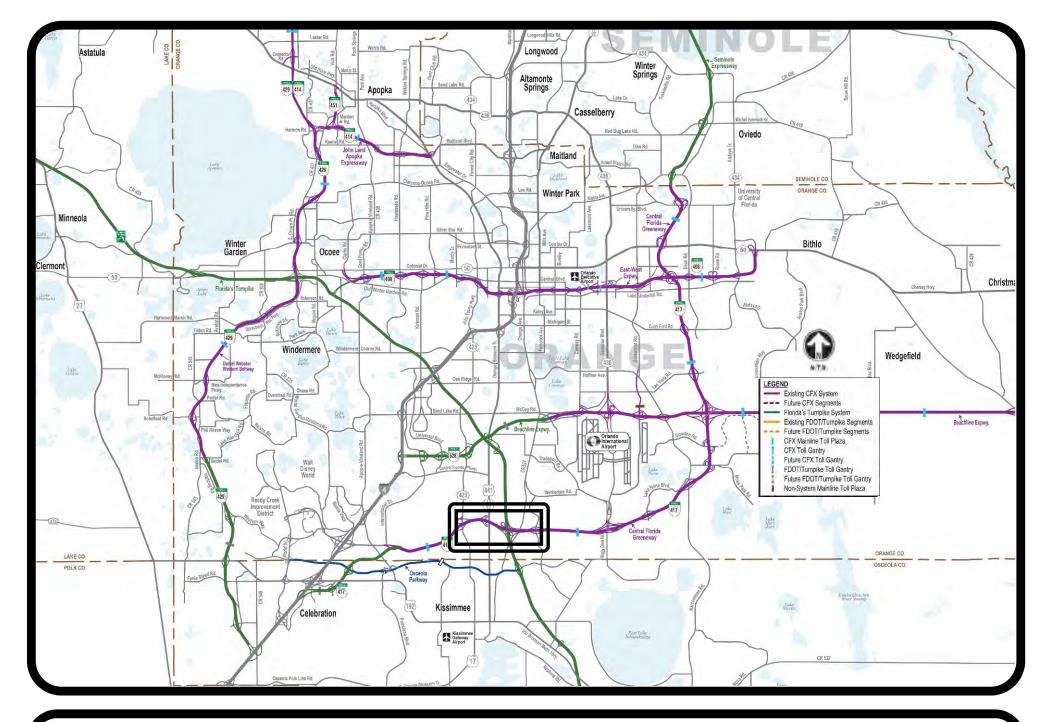
The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

#### 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

Based on information provided by the Contractor, the Contractor's surveyor and CFX's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor.



Project Location Map for SR 417 Widening from John Young Parkway to Landstar Boulevard (417-142)

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

#### TO

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

#### S.R. 417 Widening from John Young Parkway to Landstar Boulevard

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated the 29<sup>th</sup> day of June 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 28<sup>th</sup>, 2019, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 29, 2020, as amended or supplemental by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 22, 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 September 17, 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 \$34,688.28 to \$4,555,107.26.
  - b. The Direct Expenses (Lump Sum) remain unchanged at \$21,601.60.
  - c. Direct Travel Expenses (Limiting Amount) remain unchanged at \$1,777.99.
  - d. The Subcontract Items are adjusted upward by \$57,473.68 to \$3,549,810.42.

• TEDS \$57,473.68

- e. The Allowance remains unchanged at \$0.00.
- f. The Total Maximum Limiting Amount is adjusted upward by \$92,161.96 to \$8,128,297.27.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams | Digitally signed by Aneth Williams | Date: 2020.10.27 16:00:08-04/00' |
Aneth Williams, Director of Procurement

RS&H, INC.

By: Columbia Jorgania Columbia Collection of Collection of

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

Laura N. Kelly Digitally Signed by Laura N. Kelly Date: 2020.10.27 15:48:14 -04'00'

Diego "Woody" Rodriguez General Counsel

 $https://cfxgov.sharepoint.com/operations/engineering/shared documents/general/417-142\ sr\ 417\ widening\ jyp-landstarblvd/2\ contract/2.a\ supplemental\ agreements/sa\ 4/rs\&h-417-142\ -sa4.docx$ 



#### **MEMORANDUM**

Date: September 18, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Scott Kamien SMK, PE

Subject: Design Consultant Services - Contract 001313

CFX Project No. 417-142

SR 417 Widening from John Young Parkway to Landstar Boulevard

Supplemental Agreement #4

#### **Comments:**

I have reviewed the fee sheet and scope of services for Supplemental Agreement #4 (SA #4) submitted by RS&H, Inc. initially via email on September 2, 2020, and finalized on September 17, 2020. SA #4 is for additional professional services to prepare construction plans and bid documents for the VSL implementation.

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

\$ 34,688.28	RS&H as Prime
\$ 57,473.68	Total Subconsultant Fees
\$ 92,161.96	Total Requested Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$92,161.96.

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

#### CC:

Keith Jackson, PE Dewberry File



RS&H, Inc.
301 E. Pine Street, Suite 350
Orlando, Florida 32801
P: 407-893-5800
F: 407-264-6624
FL Cert. Nos. AACDDI886 • EBD005620 • LCC000210

September 17, 2020

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

RE: SR 417 Widening from JYP to Landstar Blvd.

Supplemental Agreement No. 4 – Addition of Variable Speed Limit Signage

Orange County, Florida CFX Project No. 417-142

Kenato J Coyaly

Dear Mr. Hawthorne:

Enclosed please find the RS&H Team supplemental fee proposal request for the subject project. The total fee is \$92,161.96 that includes fees for our subconsultant TEDS, Inc.

The work associated with this SA is detailed in the attached scope of services spreadsheets.

If you have any questions or require additional information, please contact me.

Very truly yours,

RS&H, INC.

Renato J. Gonzalez, PE

**Project Manager** 



#### **MEMORANDUM**

Date: July 16, 2020

To: Glenn Pressimone, Chief of Infrastructure

From: Carnot W. Evans, PE

Subject: SR 417 and SR 429 Widening Projects (Projects 417-141, 417-142, 417-149, 417-150, 417-

151, 429-152, 429-153, and 429-154) VSL Design Directives (Scope of Services)

#### Message:

Design Directive for use of Variable Speed Limit (VSL) signage on SR 417 and SR 429 widening projects

Based on consultation with CFX's Part-Time Shoulder Use Consultant, General Services Consultant, and General Engineering Consultant, CFX has recommended the implementation of VSL to be included with the PTSU gantries for incident management. This memorandum details the infrastructure needed, placement, and potential operations of the VSL signs to be installed with the current widening projects.

#### Infrastructure

The installation of VSL signage along the corridor shall replace and supplement all static panel speed limit signs throughout the limits of each project. The preferred VSL signage shall be of the type that incorporates an embedded dynamic panel for the display of the numeric speed limit within a regulatory static panel. The embedded static panel sign will also include a LED yellow beacon on top of the panel. Median mounted embedded panels would be 36" x 48" and outside mounted embedded panels would be 48" x 60". Embedded panels shall be of type LEDSTAR VMS-931-22x32-20-C-F (36" x 48") and LEDSTAR VMS-930-24x40-20-C-F (48" x 60") or similar (see attached cut sheets), which would include the LED yellow beacon. Each sign panel would require power connections to available load centers, uninterrupted power service (available battery backup at PTSU gantries or DMS signs), and communications connections to the CFX fiber optic network. Additional conduits along the corridor will be needed, as well as confirmation the proposed equipment can accommodate the additional infrastructure within cabinets and load centers. CCTV camera coverage would also need to verify that all signs can be viewed for verification at the TMC.

#### Location

These VSL signs are to be mounted on the uprights of all the Part Time Shoulder Use (PTSU) gantries and supplemented where needed with placement on other sign structures or via freestanding single-post mount. Due to the operational need to reduce speed limits for incident management, these VSL signs shall be placed in pairs, with one sign in the median and one on the outside shoulder. CFX GEC will provide recommendations for additional single-post or structure-mounted embedded speed limit signs to supplement those placed on the PTSU gantries. The overhead structures at the beginning of the PTSU system should also have VSL signs, and cantilever structures shall include a corresponding VSL sign on the shoulder/median. GEC placement recommendations are provided in this memo (see attached table).

Based on structural analysis performed by the CFX GEC, installation of the VSL signage on the vertical support columns of the proposed PTSU sign structures results in an insignificant change in loading applied to the structure. As such, no changes to the design of the PTSU sign structures are anticipated.

#### **Incident Management Operations**

During incident management situations, the TMC would reduce the speed limit in 5 mph increments ahead of a given incident, in accordance with guidance scenarios to be provided by the PTSU Consultant. This reduction should accompany a potential lane closure or lane shift needed to maintain traffic in coordination with Road Rangers and first responders. Speed reduction during incident management operations should be reduced to 55 mph, but no lower than 50 mph at any given time. During 55 mph speed reductions the VSL signage shall display the reduced speeds as follows:



#### **MEMORANDUM**

- 1st and 2nd VSL signs immediately prior to incident: 55 mph
- 3<sup>rd</sup> VSL sign prior to incident: 60 mph
- 4<sup>th</sup> VSL sign prior to incident: 65 mph

During 50 mph speed reductions the VSL signage shall display the reduced speeds as follows:

- 1st and 2nd VSL signs immediately prior to incident: 50 mph
- 3<sup>rd</sup> VSL sign prior to incident: 55 mph
- 4<sup>th</sup> VSL sign prior to incident: 60 mph
- 5<sup>th</sup> VSL sign prior to incident: 65 mph

DMS and Lane Control signage indicating any lane closures upcoming for drivers shall be used to supplement the VSL signs. Any VSL sign displaying a reduced speed limit shall also have its LED yellow beacon flashing to warn drivers of the condition. For incidents that occur within the beginning of the PTSU system such that a reduction to 50 or 55 mph cannot be achieved with 5 mph reductions between VSL signs, speed reductions will be limited to what can be reduced in 5 mph increments.

#### PTSU Operations (Future - TBD)

During future congestion management operations, the TMC would open the PTSU lane once traffic in the general lanes falls below 50 mph (or a prescribed time of day) and the TMC would reduce the speed limit in 5 mph increments ahead of the open PTSU lane and maintain a consistent 55 mph operating speed throughout PTSU operations in each corridor, with DMS and Lane Control signage indicating open lanes or any potential lane closures if incidents arise. Once congestion subsides, the PTSU lane would be closed and full speed (70 mph) operations would resume for the general lanes. Any VSL sign displaying a reduced speed limit shall also have its LED yellow beacon flashing to warn drivers of the condition.

Memorandum | 2 of 2

	Project	VSL Sign Locations		Static Sign Removal		
Corridor		Structure-Mounted VSL Signs	Single-Po	Single-Post VSL Signs		Notes
		Structure-Wounted V3L 3igns	VSL in New Location	VSLs Replace Static Signs		
<b>417</b>	417-141	All PTSU Gantries Upright of structure at STA 400+00 (NB)	STA 400+00 (NB - median only)	STA 456+60 (SB)	STA 443+90 (NB) STA 502+55 (NB) STA 559+10 (SB)	Need additional static sign at STA 395+00 (SB)
	417-142	All PTSU Gantries	N/A	N/A	STA 636+70 (NB & SB) STA 743+00 (NB & SB)	
	417-149	All PTSU Gantries	N/A	STA 918+56 (SB)	STA 843+60 (NB) STA 870+40 (SB)	
	417-151	All PTSU Gantries	N/A	STA 1052+00 (SB)	STA 1061+00 (NB) STA 1139+00 (NB) STA 1182+50 (SB)	
	417-150	All PTSU Gantries Upright of structure at STA 114+00 (SB)	STA 114+00 (SB - outside only)	N/A	STA 1322+00 (NB) STA 1375+00 (SB) STA 1381+60 (NB)	Need additional static sign at STA 120+00 (NB)
	429-154	All PTSU Gantries Upright of structure at STA 935+40 (NB)	STA 935+40 (NB - median only)	N/A	STA 940+00 (NB) STA 983+00 (SB) STA 989+00 (NB) STA 1067+80 (NB)	Need additional static sign at STA 948+00 (SB)
429	429-152	All PTSU Gantries	STA 157+00 (NB - median only) STA 283+40 (SB - median only)	STA 157+00 (NB - outside) STA 283+00 (SB - outside)	STA 144+00 (SB) STA 248+00 (NB) STA 1130+75 (SB)	
	429-153	All PTSU Gantries Upright of structure at STA 513+00 (SB)	STA 513+00 (SB - outside only)	N/A	STA 355+00 (NB) STA 417+00 (NB & SB) STA 489+21 (NB)	Need additional static sign at STA 525+00 (NB)

#### SUPPLEMENTAL AGREEMENT NO. 3

#### TO

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

#### S.R. 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and 9th September entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, 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 the 29<sup>th</sup> day of June 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 28<sup>th</sup>, 2019, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 29, 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 September 14, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
- 2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs remain unchanged at \$4,520,418.98.
  - b. The Direct Expenses (Lump Sum) remain unchanged at \$21,601.60.
  - c. Direct Travel Expenses (Limiting Amount) remain unchanged at \$1,777.99.
  - d. The overall amount of the Subcontract Items remain unchanged at \$3,492,336.74; provided, however, the Subcontract Items shall be modified as follows:

e. The Allowance remains unchanged at \$0.00.

The Total Maximum Limiting Amount remains unchanged at

\$8,036,135.31.

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** 

**Aneth Williams** By:

Aneth Williams, Director of Procurement

RS&H, INC.

Print Name: Edward J Gonzalez

Title: Vice President

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

Laura N. Kelly Digitally signed by Laura N. Kelly Date: 2020.09.22 15:12:54 -04'00'

Diego "Woody" Rodriguez

General Counsel

https://cfxgov.sharepoint.com/operations/engineering/shared documents/general/417-142 sr 417 widening jyp - landstar blvd/2 contract/2.a supplemental agreements/sa 3/rs&h-417-142 -sa3.docx

3

#### SUPPLEMENTAL AGREEMENT NO. 2

#### TO

# AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

# S.R. 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT is made and entered into this
FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of
Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. of Orlando,
Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 29<sup>th</sup> day of June 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 April 27, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- 2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$169,282.58 to \$4,520,418.98.
  - b. The Direct Expenses (Lump Sum) remain unchanged at \$21,601.60.
  - c. Direct Travel Expenses (Limiting Amount) remain unchanged at \$1,777.99
  - d. The Subcontract Items are adjusted upward by \$319,205.04 to \$3,492,336.74.

• EAC	\$106,248.23
• DRMP	\$126,796.72
• BASE	\$240,015.73
• GEC	(\$320,000.00)
Nadic Engineering	\$86,897.73
• TEDS	\$79,246.63

e. The Allowance is adjusted downward by \$125,000.00 to \$0.00.

The Total Maximum Limiting Amount is adjusted upward by \$363,487.62 to \$8,036,135.31.

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

All provisions of said Agreement for Professional Services, or any

Supplemental Agreement, to the extent such provision is reasonable, shall take

Consultant Agreement, or any Supplements thereto, the provisions of this

precedence.

3.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, electronically, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020,05.29 17:00:58 -04'00'

**Director of Procurement** 

RS&H, INC.

BV: Edward for Jongie Ost Con-

Print Name Edward J Gonzalez PE

Title: Vice President

Approved as to form and execution, only.

Diego "Woody"

Digitally signed by Diego "Woody" Rodriguez

Rodriguez

Date: 2020.05.26 12:06:07 -04'00'

General Counsel for CFX

 $https://cfxgov.sharepoint.com/operations/engineering/shared documents/general/417-142\ sr\ 417\ widening\ jyp-landstar\ blvd/2\ contract/2.a\ supplemental\ agreements/sa\ 2/rs\&h-417-142\ -sa2.docx$ 



#### **MEMORANDUM**

**Date:** April 27, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Scott Kamien SMK, PE

Subject: Design Consultant Services - Contract 001313

CFX Project No. 417-142

SR 417 Widening from John Young Parkway to Landstar Boulevard

Supplemental Agreement #2

#### **Comments:**

I have reviewed the fee sheet and scope of services for Supplemental Agreement #2 (SA #2) submitted by RS&H, Inc. initially via email on January 29, 2020 and finalized on April 27, 2020. SA #2 is for additional professional services to prepare construction plans and bid documents for modified PTSU structures, ITS, median lighting and an additional 4,300 linear feet of soundwall.

Supplemental Agreement #2 request is attached and costs are detailed below:

\$ 169,282.58 RS&H as Prime \$ 319.205.04 Total Subconsultant Fees \$ 488.487.62 Total Requested Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$488,487.62.

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

### cc:

Keith Jackson, PE Dewberry



RS&H, Inc.
301 E. Pine Street, Suite 350
Orlando, Florida 32801
P: 407-893-5800
F: 407-264-6624
FL Cert. Nos. AACODI886 • EB0005620 • LCC000210

April 27, 2020

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

RE: SR 417 Widening from JYP to Landstar Blvd.

Supplemental Agreement No. 2 – Addition of PTSU Signage, TTCP, Noise Walls and Median Lighting

Orange County, Florida CFX Project No. 417-142

Dear Mr. Hawthorne:

Enclosed please find the RS&H Team supplemental fee proposal request for the subject project. The total fee is \$488,487.62 and includes amounts for subconsultants EAC Consulting, Inc., DRMP, Inc., Base Consultants, P.A., Nadic Engineering Services, Inc., and Traffic Engineering Data Solutions, Inc. The total fee includes a \$320,000 reduction of budget from Geotechnical and Environmental Consultants, Inc. as not all the original contract scope and fee were needed.

The work associated with this SA includes design of Part Time Shoulder Use (PTSU) overhead static and dynamic signage including sign structure gantries, revision of the lighting plans to move mainline light poles to the median, additional traffic control plans for added construction phases and detours, geotechnical engineering associated with more sign structures and noise walls, and updating the roadway plans, drainage plans and cross sections to account for the added PTSU gantries and the site grading associated with the addition of barrier mounted as well as post mounted noise walls. A more detailed list of tasks is included in each of the firms' staff-hour estimates included with this transmittal.

If you have any questions or require additional information, please contact me.

Very truly yours,

RS&H, INC.

Renato J. Gonzalez, PE

Renato J Coyaly

Project Manager



# At the very foundation of our community

April 28, 2020

RS&H 301 East Pine Street Suite 350 Orlando, Florida 32801

Attention: Mr. Renato J. Gonzalez, P.E.

Subject: Geotechnical Fee Reassignment

SR 417 from John Young Parkway to Landstar Boulevard

Orlando, Florida

CFX Project No. 417-142 GEC Project No. 4160G

Dear Mr. Gonzalez:

Geotechnical and Environmental Consultants, Inc. (GEC) total contract fee for this project is \$924,003.89. To date GEC has expended approximately \$456,000. It is anticipated that approximately \$148,000 will be required for GEC to complete the remaining project tasks. Based on this evaluation, \$320,000 of the geotechnical fee is available for reassignment as deemed necessary.

GEC appreciates the opportunity to be of service to RS&H and Central Florida Expressway (CFX) on this project. If you should have any questions concerning the letter, please contact us.

Sincerely,

Geotechnical and Environmental Consultants, Inc.

Gary L. Kuhns, P.E.

President

# **EXHIBIT "A"**



**SCOPE OF SERVICES** 

**FOR** 

**CFX PROJECT #417-142** 

**Supplemental Agreement #02** 

**Part Time Shoulder Use (PTSU)** 

**Median Lighting** 

**Noise Walls** 

**Geotechnical Investigations** 

**Maintenance of Traffic** 

**Orange County, Florida** 

# Scope of Services Supplemental Agreement No. 2

# CFX Project No. 417-142

# SR 417 Widening from John Young Parkway to Landstar Blvd PTSU Implementation, Noise Walls, Median Lighting and Traffic Control Plans

# **Purpose**

The purpose of this Supplemental Agreement is to modify the signing and pavement marking plans, Fiber Optic Network (FON), Temporary Traffic Control Plans, Noise walls and Lighting plans. This Supplemental also addresses the additional geotechnical investigation efforts associated with foundations for PTSU gantries as well as added noise walls. These changes will be implemented in the plans that are currently at the post 90% Plans stage.

# Scope of Work

The following addresses the effort associated with lighting, signing and pavement marking, fiber optic network, and roadway and drainage plan modifications to address these additional scope items respectively.

# Roadway Lighting

The following summarizes the modifications to lighting design and plans to address the changes:

- Lighting analysis to determine the required spacing for median barrier wall mounted lighting for the ultimate cross section.
- Lighting analysis for the interim widening design using the spacing required for the ultimate lighting and determination of supplemental lighting needs along auxiliary lanes, at ramp terminals, on bridges, etc. for the interim design.
- Modifications to analysis and plans to address all signing changes
- Modification of the plans to provide median mounted fixtures.
  - Will require coordination of lighting with sign supports in the median
  - Will require recalculation of voltage drops
  - o Will require update of Pole Data tables and Legend
  - Will require updates to pay item numbers and notes
  - o Will require updates to the lighting photometric calculations
  - Will require updates to the lighting plans
- Arc flash analysis will be included in the calculations for each load center.

#### Signing and Pavement Marking Plans

The following summarizes the modifications to signing design and plans to address the changes:

- Design of PTSU signing based on the most current Conceptual Signing Plan (CSP) provided by CFX.
- Plan modifications include:
  - o Updating plan views to reflect PTSU signing

- Additional cross sections
- o Additional guide sign details
- o Additional structural design associated with added PTSU gantries
- o Additional geotechnical investigations associated with the added sign structure foundations and noise walls.

# Fiber Optic Network (FON)

Modify the FON plans to include PTSU gantries and control of the dynamic message signs and lane control signs mounted to the PTSU gantries, and to provide power and communication for a new three-line DMS. To accommodate the PTSU gantries, the following work shall be added to the original scope of services:

- Develop installation details, wiring diagrams, and cabinet details for PTSU lane control gantries of three types.
- Design PTSU sign confirmation CCTV cameras. All electronic signs mounted to PTSU gantries must be visible by a CCTV camera.
- Design new local hub cabinets near PTSU lane control gantries and the new DMS structure for housing of the electronic sign control equipment. These local hubs will be 334 ground mounted cabinets.
- Design communication and power connections for the 14 PTSU lane control gantries within the project limits and the new DMS structure.
- Modify the electrical system design to support the new PTSU infrastructure and DMS.
- Modify the communication system design to support the new PTSU infrastructure and DMS.
- Determine the load requirements of each new PTSU lane control gantry and size the UPS for all new local hub cabinets.
- Evaluate ITS device placement and spacing project-wide given the additional overhead sign structures and local hub cabinets being installed as part of the PTSU modifications.
- Prepare arc-flash hazard assessment for new and modified FON power services.

#### Roadway and Drainage Plans

The following summarizes the modifications to roadway/drainage design and plans to address the changes described above:

- Adjustments to the current designs to account for additional foundations and uprights for the PTSU signing. Roadway plans call outs for median barrier transitions and adjustment of cross sections in order to accommodate the added sign structures.
- Adjustments to the current designs to account for additional noise walls.

# Temporary Traffic Control Plans

The following summarizes the modifications to the temporary traffic control plans to address the changes described above and below:

Provide additional SR 417 mainline analysis associated with added phases in order to construct pile supported approach slabs and added shoulder mounted noise walls.

Ramp L – provide additional analysis and design for wall construction.

Ramp F1 – provide additional analysis and design for shoulder wall construction.

119 AUG 20 At 9:33

#### SUPPLEMENTAL AGREEMENT NO. 1

#### TO

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

# S.R. 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT is made and entered into this day of fugues, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 29<sup>th</sup> day of June 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 July 22, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- 2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$1,080,097.99 to \$4,351,136.40.
  - b. The Direct Expenses (Lump Sum) are adjusted upward by \$1,084.43 to \$21,601.60.
  - c. Direct Travel Expenses (Limiting Amount) unchanged at \$1,777.99
  - d. The Subcontract Items are adjusted upward by \$470,020.11 to \$3,173,131.70.

• EAC	\$67,468.35
• DRMP (Lighting + Survey)	\$23,430.92
• BASE	\$19,102.05
• GEC	\$360,018.79

- e. The Allowance is adjusted downward by \$378,554.84 to \$125,000.00. The Total Maximum Limiting Amount is adjusted upward by \$1,172,647.69 to \$7,672,647.69.
- 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

RS&H, INC.

Witness: \_

Print Name:

By Ohn Botzuo

Approved as to form and execution, only.

General Counsel for CFX

## SR 417 Widening from John Young Parkway to Boggy Creek Road Central Florida Expressway Authority Project 417-142 Contract 001313 Scope of Services Supplemental Agreement #1

The following items were added to the original scope to operationally improve the section of SR 417 between the Florida's Turnpike northbound on-ramp and the Landstar Boulevard exit:

- A new (relocated) northbound SR 417 single lane off-ramp to Landstar Boulevard. The approximately 1-mile ramp will take off immediately north of the SR 417 bridge over Florida's Turnpike.
- The ramp will require 2 new bridges; a 6-span third level bridge structure that will flyover the Turnpike on-ramp and Orange Avenue and a single span bridge structure that will descend over the FDOT railroad and tie into part of the relocated Landstar exit.
- The design will include all associated roadway, drainage, utilities, signing, lighting, ITS, survey, noisewalls, MSE walls and geotechnical services.

A breakdown of the individual tasks are included within the manhour spreadsheets.

The additional services will be completed within 12 months (July 22, 2020) with bid plan delivery set for May 1, 2020.

#### **AGREEMENT**

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND RS&H, INC.

#### S.R. 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD

**CONTRACT NO. 001313, PROJECT NO. 417-142** 

CONTRACT DATE: June 29, 2018 CONTRACT AMOUNT: \$6,500,000.00

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

#### **FOR**

### S.R. 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD

#### **DESIGN SERVICES**

**CONTRACT NO. 001313, PROJECT NO. 417-142** 

**JUNE 2018** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TABLE OF CONTENTS

Section	<u>Title</u>	
AG	Agreement	119
A	Exhibit "A", Scope of Services	
В	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	

## Central Florida Expressway Authority Agreement for Design Professional Services of SR 417 Widening from John Young Parkway to Landstar Boulevard

#### **Table of Contents**

1.0.	DEFINITIONS.	1
2.0.	SERVICES TO BE PROVIDED	1
3.0.	TERM OF AGREEMENT AND RENEWALS	2
4.0.	PROJECT SCHEDULE	2
5.0.	PROFESSIONAL STAFF	3
6.0.	COMPENSATION	
7.0.	DOCUMENT OWNERSHIP AND RECORDS	5
8.0.	COMPLIANCE WITH LAWS	
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0.	TERMINATION	7
	ADJUSTMENTS	
	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS	9
	THIRD PARTY BENEFICIARY	
15.0.	INSURANCE	10
	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS	
	STANDARD OF CONDUCT	
	DOCUMENTED ALIENS	
19.0.	E-VERIFY CLAUSE	13
	CONFLICT OF INTEREST	
	INSPECTOR GENERAL	
	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	
	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473	
	AVAILABILITY OF FUNDS	
	AUDIT AND EXAMINATION OF RECORDS	
26.0.	GOVERNING LAW AND VENUE	16
27.0.	NOTICE	16
	HEADINGS	
29.0.	CONTRACT LANGUAGE AND INTERPRETATION	17
	ASSIGNMENT	
	SEVERABILITY	
	INTEGRATION	
33.0.	ATTACHMENTS	18

Central Florida Expressway Authority Agreement for Design Professional Services of SR 417 Widening from John Young Parkway to Landstar Boulevard

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of June, 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 RS&H, 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 301 East Pine Street, Suite 350, 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. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from John Young Parkway to Landstar Boulevard identified as Project No. 417-142 and Contract No. 001313.

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

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

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction

project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

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

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

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

#### 3.0. TERM OF AGREEMENT AND RENEWALS

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

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

#### 4.0. PROJECT SCHEDULE

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

other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

#### 5.0. PROFESSIONAL STAFF

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

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

documentation is unavailable or the subconsultant is not adhering to the requirements and standards The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

- 1. Base Consultants, Inc. -1192 4-fi
- 2. DRMP, Inc. 00146- A
- 3. EAC Consulting, Inc. Our Port
- 5. Traffic Engineering Data Solutions, Inc. 12261 4. Nadic Engineering Services, Inc. 12330 A

  6. WBO Design & Engineering
- 6. WBQ Design & Engineering, Inc. ∂0448 -A

**CLASS II** 

- 1. DRMP, Inc. (survey) 00146
- 2. Geotechnical and Environmental Consultants, Inc. -12287. A
- 3. GPI Geospatial, Inc. New A

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 \$6,500,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

#### 7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 301 East Pine Street, Suite 350, 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:

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

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

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

#### 8.0. COMPLIANCE WITH LAWS

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

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

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

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

#### 10.0. TERMINATION

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

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

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

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

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

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

#### 11.0. ADJUSTMENTS

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

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

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

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

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

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

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

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

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

#### 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

#### 14.0. THIRD PARTY BENEFICIARY

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

#### 15.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 17.0. STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The

CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

#### 18.0. DOCUMENTED ALIENS

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

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

#### 19.0. E-VERIFY CLAUSE

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

#### 20.0. CONFLICT OF INTEREST

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

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

engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

#### 21.0. INSPECTOR GENERAL

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

#### 22.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

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

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

#### 23.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

- 23.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 23.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 23.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

- 23.4. been engaged in business operations in Cuba or Syria; or
- 23.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 24.0. AVAILABILITY OF FUNDS

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

#### 25.0. AUDIT AND EXAMINATION OF RECORDS

#### 25.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 25.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 25.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of

disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

- 25.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.
- 25.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.
- 25.6 The obligations in Section 25.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 26.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 26.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 27.0. NOTICE

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

To CFX:

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel To CONSULTANT: RS&H, Inc.

301 East Pine Street, Suite 350

Orlando, FL. 32801

Attn: Edward Gonzalez, P.E.

RS&H, Inc.

301 East Pine Street, Suite 350

Orlando, FL. 32801

Attn: Renato Gonzalez, P.E.

#### 28.0. HEADINGS

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

#### 29.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

#### 30.0. ASSIGNMENT

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

#### 31.0. SEVERABILITY

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

#### 32.0. INTEGRATION

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

#### 33.0. ATTACHMENTS

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

[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 29, 2018.

RS&H, INC	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY: OM DO HUO.  Authorized Signature	By: 7/25/10 Director of Procurement
Print Name: John 2. 130 Hero	Print Name:
Title: Corp. Secretary	Effective Date:
ATTEST: Secretary or Notary	
Approved as to form and execution, only.	
General Counsel for CFX	

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# EXHIBIT A SCOPE OF SERVICES

#### Exhibit A

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **SCOPE OF SERVICES**

**FOR** 

#### S.R. 417 WIDENING JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD

**PROJECT NO. 417-142** 

IN ORANGE COUNTY, FLORIDA

**JUNE 2018** 

## Exhibit A SCOPE OF SERVICES

#### TABLE OF CONTENTS

1.0	GENE	RAL5
	1.01	Location5
	1.02	Description5
	1.03	Purpose5
	1.04	Organization5
	1.05	Term of Agreement for Design Services6
2.0	STANI	DARDS7
3.0	DESIG	N CRITERIA8
	3.01	General8
	3.02	Geometry8
	3.03	Bridge and Other Structures
4.0	WORK	PERFORMED BY CONSULTANT11
	4.01	Design Features
	4.02	Governmental Agencies11
	4.03	Median Multi-Modal Corridor Assessment Study11
	4.04	Preliminary Design Report - Review12
	4.05	Surveys and Mapping12
	4.06	Geotechnical Investigation14
	4.07	Contamination Impact Analysis17
	4.08	Pavement Design17
	4.09	Borrow Pits17
	4.10	Governmental Agency and Public Meetings17
	4.11	Environmental Permits
	4.12	Utilities19
	4.13	Roadway Design20
	4.14	Structures Design21
	4.15	Drainage Design22
	4.16	Roadway Lighting23
	4.17	Traffic Engineering24
	4.18	Signing Plans24

	4.19	Pavement Marking Plans	25
	4.20	Signalization Plans	25
	4.21	Right-of-Way Surveys.	25
	4.22	Cost Estimates	25
	4.23	Special Provisions and Specifications	25
	4.24	Fiber Optic Network (FON)	26
	4.25	Toll Plazas	29
	4.26	Post-Design Services	29
5.0	MATE	RIALS FURNISHED BY CFX OR ITS DESIGNEE	31
	5.01	Record Documents	31
	5.02	Traffic Data	31
	5.03	Other	32
6.0	WORK	K PERFORMED BY CFX OR ITS DESIGNEE	32
	6.01	Right-of-Way Acquisition	32
	6.02	Utility Agreements	32
	6.03	Public Involvement	32
	6.04	Contracts and Specifications Services	32
	6.05	Post-Design Services	32
	6.06	Environmental Permits	32
	6.07	Conceptual Specialty Design	33
7.0	ADMI	NISTRATION	34
	7.01	Central Florida Expressway Authority	34
	7.02	CFX's Project Manager	34
	7.03	Consultant	34
	7.04	Project Control	35
	7.05	Work Progress	35
	7.06	Schedule	36
	7.07	Project Related Correspondence	36
	7.08	Quality Control	36
	7.09	Consultant Personnel	36
	7.10	Site Visit	37
	7.11	Acceptability of the Work	37
	7.12	Design Documentation	
	7.13	Reviews and Submittals	
	7.14	30% Roadway Plan Submittal	

7.15	30% Bridge and Structural Plan Submittal	42
7.16	60% Roadway Plan Submittal	42
7.17	90 % Bridge and Structure Plan Submittal	45
7.18	90% Roadway Plan Submittal	45
7.19	100% Roadway, Bridge, Structural and Right-of-Way Plans	46
7.20	Pre-Bid Plans	46
7.21	Bid Set	46

#### 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 widening from John Young Parkway to Landstar Boulevard. 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, Orange Blossom Trail, Balcombe Road, SR 91 (Florida's Turnpike), Orange Avenue, CSX Railroad, and Landstar Boulevard will also be widened to accommodate the appropriate shoulder widths and additional general use lane. Ramp bridge widening or replacement will also be required at the southbound off-ramp to Orange Blossom Trail and at the northbound off-ramp to Landstar Boulevard. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, 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 John Young Parkway to Landstar Boulevard.
- 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 fiber optic network 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 eighteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.
  - 1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

#### 2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
  - 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
  - 2. The FDOT Standard Plans for Road and Bridge Construction, latest edition and subsequent interim or Developmental Standard Plans and updates, shall be used for this project.
  - 3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.
  - 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
  - 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.
  - 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

#### 3.0 DESIGN CRITERIA

#### 3.01 General

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

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

#### 3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.  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

31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)  31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)  N/A  12 dual lanes 15 min. single lane  Single Lane 6 (4 paved) 6 (2 paved)	Rural  31 to 136  37 to 96  N/A  12 inner lanes 12-16 outer lanes 8 (4*paved) (2 paved)  * min. 5' paved
136 (50 mph) 110 to 160 Other (AASHTO)  31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)  N/A  12 dual lanes 15 min. single lane Single Lane 6 (4 paved)	N/A  12 inner lanes 12-16 outer lanes 8 (4*paved) (2 paved)
136 (50 mph) 110 to 160 Other (AASHTO)  31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)  N/A  12 dual lanes 15 min. single lane Single Lane 6 (4 paved)	N/A  12 inner lanes 12-16 outer lanes 8 (4*paved) (2 paved)
136 (50 mph) 110 to 160 Other (AASHTO)  31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)  N/A  12 dual lanes 15 min. single lane Single Lane 6 (4 paved)	N/A  12 inner lanes 12-16 outer lanes 8 (4*paved) (2 paved)
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(AASHTO)  31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)  N/A  12 dual lanes 15 min. single lane  Single Lane 6 (4 paved)	N/A  12 inner lanes 12-16 outer lanes 8 (4*paved) (2 paved)
136 (50 mph) 90 to 110 Other (AASHTO)  N/A  12 dual lanes 15 min. single lane  Single Lane 6 (4 paved)	N/A  12 inner lanes 12-16 outer lanes 8 (4*paved) (2 paved)
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15 min. single lane Single Lane 6 (4 paved)	12-16 outer lanes 8 (4*paved) (2 paved)
Single Lane 6 (4 paved)	8 (4*paved) (2 paved)
6 (4 paved)	(2 paved)
6 (4 paved)	(2 paved)
	(2 paved)
6 (2 paved)	
	* min 5' naved
	IIIIII. J Daveu
	FDOT
Dual Lane	
10* (8* paved)	
8 (4 paved)	
(* add 2' for interstate)	
Single-Lane	
6	
6	
Dual Lane	
10	1
6	
2%	2%
	(* add 2' for interstate)  Single-Lane 6 6 Dual Lane 10

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Bridge Lanes	2% typ. (no break)		
		5%	5%
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
- c. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° divergence)

## Right of Way

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

## 3.03 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures 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.

### 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 widening from John Young Parkway to Landstar Boulevard. 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 widths. All mainline bridges within the project limits, Orange Blossom Trail, Balcombe Road, SR 91 (Florida's Turnpike), Orange Avenue, CSX Railroad, and Landstar Boulevard will also be widened to accommodate the appropriate shoulder widths and additional general use lane. Ramp bridge widening or replacement will also be required at the southbound off-ramp to Orange Blossom Trail and at the northbound off-ramp to Landstar Boulevard. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, 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 GOAA, FDEP and applicable Water Management District(s).

### 4.03 Median Multi-Modal Corridor Assessment Study

- A. The Consultant will evaluate various conceptual typical section options in order to identify the preferred median width requirements for the SR 417 Corridor widening. Tasks will include the following:
- B. Investigate future scenarios and design requirements to accommodate multimodal accessibility (such as express bus, bus rapid transit, or commuter rail, etc.)
- C. Assess requirements for implementation of advanced technologies and

Smart Corridor features.

- D. Research and examine future transit/rail expansion, user requirements (trucks, tour bus, etc.), travel demand needs and accessibility for planned development adjacent to the corridor.
- E. Deliverable: The results of the evaluation will be documented in a Technical Memorandum to support the recommended median width and related design parameters for the corridor. The Technical Memorandum will include conceptual typical sections and diagrams to define modal requirements and constraints.

## 4.04 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.

### 4.05 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

1. 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.

- 2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
- 3. Station all alignments at 100' intervals.
- 4. 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.
- 2. Show obstructions where alternate references are set.

### D. Bench Levels

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

## E. Topography

- 1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
- 2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'.
- 3. 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.

### 4.06 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
- v. 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
- x. 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.
  - a. 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.

### 4.07 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.

#### 4.08 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.

### 4.09 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.

# 4.10 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.

#### 4.11 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
  - 1 Attend the pre-application meetings and site visits with CFX and regulatory agencies.
  - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
  - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
  - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
  - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
  - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
  - 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires

additional work by the Consultant a Supplemental Agreement will be prepared.

- 8. Prepare a list of adjacent landowners along with address and ninedigit zip code at all wetland encroachment sites.
- 9. 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.
- 11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

#### 4.12 Utilities

#### A. Location

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

## B. Utility Coordination

- 1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility owners.
- 2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
- 3. Where utility conflicts occur which require utility relocation

agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

- 4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
- 5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
- 6. The Consultant shall obtain 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.

### 4.13 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
  - 1. Cover sheet (key sheet)
  - 2. Summary of Pay Items

- General notes
- 4. Summary Quantities sheets
- 5. Project Layout
- 6. Typical roadway sections
- 7. Plans and profiles (plans at 1"=50' scale)
- 8. Interchange plans, profiles, alignment and plan index sheets
- 9. 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

### 4.14 Structures Design

A. Prior to commencement of final design, the Consultant shall prepare a Bridge Technical Memorandum (BTM) which documents the proposed superstructure alternative for each bridge site. Superstructure alternatives will be developed based on existing prestress beam curves and past experience. No superstructure, substructure or foundation designs will be completed for the BTM. The BTM will consist of a brief project overview and superstructure typical sections. Substructure types, foundation types, retaining wall types and retaining wall

locations will be developed during the final design.

- 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.
  - 2. Retaining walls
  - 3. Box Culverts
  - 4. Slope protection
  - 5. Approach slabs
  - 6. Details
  - 7. Summary quantity tables
  - 8. 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.

## 4.15 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
  - 1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
  - 2. Design the drainage and stormwater management facilities for the 6-lane section widened to the outside. Assume the median of the 6-lane section is pervious (sodded).
  - 3. Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.

- 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
- 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
- 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

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

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

## 4.16 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

## 4.17 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. Temporary drainage will not be designed by the Consultant and will be made a requirement for the Contractor.
- 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
- 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes, unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

## 4.18 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 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, sixteen (16) overhead truss signs are assumed to be required for the traffic control improvements (10 span structures and 6 cantilever structures).

## 4.19 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.

## 4.20 Signalization Plans

- A. For the SR 417 ramp terminals at Landstar Boulevard, 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).

### 4.21 Right-of-Way Surveys

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

#### 4.22 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.

### 4.23 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.

## 4.24 Fiber Optic Network (FON)

## A. Fiber Optic Infrastructure Plans

- 1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
- 2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON
  - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - e. Manhole/Pull box locations and stub-out details (standard details provided)
  - f. Device layout
  - g. Device installation details
  - h. Conduit installation details (standard details provided)
  - i. Fiber optic cable route marker detail (standard details provided)
  - i. 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.
  - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
  - o. Controller cabinet, structure, and foundation details for proposed CFX device sites.
  - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
  - q. Grounding
  - r. Table of quantities

- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. 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 waterways, 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:
  - o SR 417 Southbound off-ramp at Landstar Blvd.
  - o SR 417 Northbound off-ramp at Landstar Blvd.

- 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.
  - e. Maintain the existing FON system through all phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
  - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
  - j. Location of proposed sound walls.

## B. Splice and Cable Routing Details

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

## C. Maintenance Of Fiber Operations

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

#### D. Inside Plant Plans

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

## 4.25 Toll Plazas

A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

### 4.26 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:
  - 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 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 AsBuilt 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
  - 4. Current list available to CFX of owners of all affected properties within the section.
  - 5. Sample plans to be used as guidelines for format, organization and content.
  - 6. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
  - 7. 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
  - 2. Current and design year peak hour volumes
  - 3. Turning movements at each intersection/interchange
  - 4. K, D and T factors

- 5. Design speed See Section 3.02, Geometry.
- 6. AVI Percentages

#### 5.03 Other

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

### 6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

## 6.01 Right-of-Way Acquisition

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

### 6.02 Utility Agreements

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

#### 6.03 Public Involvement

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

# 6.04 Contracts and Specifications Services

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

## 6.05 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

### 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 will provide conceptual aesthetics design and treatments for structures.

### 7.0 ADMINISTRATION

## 7.01 Central Florida Expressway Authority

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

## 7.02 CFX's Project Manager

## CFX's Project Manager will:

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

#### 7.03 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under

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

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

## 7.04 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
  - 1. Determine and highlight critical path work from initial plans as work progresses.
  - 2. Identify progress against schedule for each identified work item.
  - Forecast completion dates from current progress.
  - 4. Highlight rescheduled work in any area which is out of required sequence.
  - 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
  - 6. Forecast future conflicts in any area.

# 7.05 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly

basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

#### 7.06 Schedule

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

## 7.07 Project Related Correspondence

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

### 7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. 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:

- 1. Field survey notes and computations.
- 2. Design criteria used for the project.
- 3. Geometric design calculations for horizontal alignment.
- 4. Vertical geometry calculations.
- 5. Right-of-way calculations.
- 6. Drainage computations.
- 7. Structural design calculations.
- 8. Geotechnical report.
- 9. Hydraulics Report for each bridged stream crossing.
- 10. Earthwork calculations not included in the quantity computation booklet.
- 11. Calculations showing cost comparisons of various alternatives considered.
- 12. Calculations of quantities.
- 13. 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:
  - 1. 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)
- 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 5. 60% Bridge Plans required only on Category 2 bridges.
- 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT 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:
  - 1. The reason for the delay.
  - 2. The design components impacted.
  - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

## 7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
  - 1. Key Map Prepared
    - a) Location map shown complete with destinations, ranges and townships.
    - b) Beginning and ending stations shown.
    - c) Any equations on project shown.
    - d) Project numbers and title shown.
    - e) Index shown.

### 2. Drainage Map Prepared

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

- f) Interchange supplemental maps prepared.
- 3. Typical Section Sheets
  - a) Ramp typical sections developed.
  - b) Pavement structure shown.
  - c) Special details developed.
  - d) General notes shown.
- 4. Plan and Profile Sheets
  - a) Centerline plotted.
  - b) Reference points and bench marks shown.
  - c) Existing topography.
  - d) Base line of surveys, curve data, bearings, etc. shown.
  - e) Beginning and end stations (project and construction).
  - f) Geometric dimensions.
  - g) Proposed and existing limited access right-of-way lines.
  - h) Existing ground line.
  - i) Proposed profile grade.
  - j) Type, size and horizontal location of existing utilities.
  - k) Drainage structures and numbers are shown
  - 1) Drainage ponds are shown.
- 5. Cross Sections
  - a) Existing ground line.
  - b) Preliminary templates at critical locations (not to exceed 500 feet).

- c) Existing utilities shown.
- 6. Interchange Layout and Ramp Profiles
  - a) Geometric dimensions.
  - b) Proposed profile grades.
- 7. Right-of-Way Control Survey
- 8. Signing and Pavement Markings
  - a) Striping layout.
  - b) Sign structure locations.

# 7.15 30% Bridge and Structural Plan Submittal

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

## 7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
  - 1. Key Map
    - a) Project description and number shown.
    - b) Equations, exceptions and bridge stations shown.
    - c) North arrow and scale included.
    - d) Consultant and CFX sign-off included.
    - e) Contract set index complete.
    - f) Index of sheets updated.
  - 2. Drainage Maps

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

## 3. Typical Section Sheets

- a) All required typical sections are included.
- b) Limited access right-of-way lines are shown.
- c) Design speed and traffic are shown.
- d) Special details have been completed.
- e) Station limits of each typical section are shown.

#### 4. Plan and Profile Sheets

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

<ol><li>Drainage Structure</li></ol>
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- a) Drainage structures plotted and numbered.
- b) Station location and offsets identified.

### 6. Cross Sections

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

## 7. Interchange Layouts, Ramp Profiles and Intersection Details

- a) Geometric data shown.
- b) Profiles finalized.
- c) Coordinate data shown.
- d) Limited access right-of-way lines shown.
- e) Curve data shown.
- f) Bearings and bridges shown.
- g) Cross roads, frontage roads, and access roads shown.
- h) Intersection details shown.
- 8. Traffic Control Plans
- 9. Utility Adjustments
- 10. Signing and Pavement Marking Plans
- 11. 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.

## 2. Drainage Maps

- a) Drainage divides, areas and flow arrows shown.
- b) Elevation datum and design high water information shown.
- c) Disclaimer and other appropriate notes added.
- 3. Typical Section Sheets
- 4. Plan and Profile Sheets
  - a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
  - b) Limits of side road construction.
  - c) Angle and stationing for intersections.
  - d) Treatment for non-standard superelevation transitions diagramed.
  - e) General notes shown.
  - f) Special ditches profiled.

## 5. Drainage Structures

a) Existing structures requiring modifications are shown.

## CONSENT AGENDA ITEM #7

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procurement

DATE: May 20, 2022

SUBJECT: Approval of Supplemental Agreement No. 2 with HDR Engineering, Inc. for

Design Services for SR 516 Lake/Orange Expressway – Seg. 1

Project No. 516-236, Contract No. 001670

Board approval of Supplemental Agreement No. 2 with HDR Engineering, Inc. in a not-to-exceed amount of \$337,982.63 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional design, survey and geotechnical services associated with the addition of Frank Jarrell Access Road.

Original Contract	\$6,200,000.00		
Supplemental Agreement No. 1	\$ 0.00		
Supplemental Agreement No. 2	\$ 337,982.63		
Total	\$6,537,982.63		

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

Reviewed by:

Will Hawthorne, PE Director of Engineering Glenn Pressimone, PE

#### SUPPLEMENTAL AGREEMENT NO. 2

TO

### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

#### SR 516 Lake/Orange Expressway Segment 1

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR

PROFESSIONAL SERVICES FINAL DESIGN ("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 HDR ENGINEERING, INC., a

Nebraska 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, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 4, 2022 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as
  outlined in the Consultant's May 5, 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" of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$409,936.37 to \$3,548,538.05.
  - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$4,389.94.
  - c. The Subcontract Items are adjusted upward by \$194,700.94 to \$2,885,054.64 as follows:

•FBT \$68,112.56 •Tierra \$126,588.38

- d. The Allowance is adjusted downward by \$266,654.68 to \$100,000.00.
- e. The Total Maximum Limiting Amount is adjusted upward by \$337,982.63 to \$6,537,982.63.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this

Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
By:
By: Aneth Williams, Director of Procurement
HDR ENGINEERING, INC.
By:
Print Name:
Title:
Approved as to form and execution for CFX's exclusive use and reliance.
By:
Diego "Woody" Rodriguez
General Counsel



#### **MEMORANDUM**

**Date:** May 19, 2022

To: Will Hawthorne, PE CFX Director of Engineering

From: R. Keith Jackson, E, Dewberry PM

**Subject:** SR 516 (Lake/Orange Expressway) Segment 1 Contract 001670

CFX Project No. 516-236 Supplemental Agreement #2

#### Comments:

We have reviewed the fee sheet and scope of services submitted by HDR Engineering, Inc., dated May 5, 2022, for Supplemental Agreement #2 (SA #2) for CFX Project No. 516-236. This requested work authorization is for additional design and geotechnical associated with the addition of Frank Jarrell Access Road, additional interchange alternatives, temporary and permanent MSE walls, box culverts, and pond sites.

The SA #2 is attached, and costs are detailed below:

\$ 409,936.37 HDR Labor Cost

\$ 194,700.94 Subconsultants (FBT and Tierra) Labor Cost

\$ 604,637.31 Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, we recommend approval of this agreement in the amount of \$604,637.31.

Should you have questions or need additional information, please call me at 321.354.9687.

#### Cc (w/attachments):

Laura Kline, Dewberry File



May 5, 2022

ATTN: Will Hawthorne, PE Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Dear Mr. Hawthorne, PE,

Please see the attached Scope and Fee for SR 516 Lake/Orange Expressway Segment 1, Project 516-236 (Contract 001670) Supplemental Agreement #2. This scope and fee is for the additional design work that is required to finalize the design of Frank Jarrell Road and the proposed pond sites. The scope and fee also covers the work that was completed to develop the interchange alternatives that were developed and to complete the design for the selected interchange.

Let me know if you have any questions or need any additional information to finalize this SA.

Sincerely, HDR Engineering, Inc.

Steven Waterston

Project Manager

#### CFX 516-236 Lake-Orange Expressway Segment 1 – Supplemental 2

#### 4. WORK PERFORMED BY CONSULTANT

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

#### 4.1 Design Features

- A. The work required for this project includes preparation of final construction drawings for SR 516, US 27 (SR 25), Frank Jarrell Road and the access roads for the South Lake Crossings parcels.
- B. Major elements of the work included in this Supplemental Agreement are:
  - 1. Development of eleven (11) design alternative for the SR 516 and US 27 Interchange
  - 2. Develop preliminary design alternative for grade separated (over and under) pedestrian crossings for ramps on the east side of US 27.
  - 3. Develop memo to document the wetland impacts based on various typical section and bridge length configurations through the Sawgrass Wetland area.
  - 4. Final design and preparation of construction drawings for the proposed Frank Jarrell Road and access roads to the South Lake Crossings parcel. Specifically, the project consists of construction of construction of a new paved 2-lane rural facility. Additional elements include drainage evaluation and design, concrete box culvert design, permitting, signing and pavement markings, maintenance of traffic, utility design and coordination, right-of-way mapping, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.
  - 5. Development of temporary MSE walls along US 27 to facilitate the proposed construction activities and phasing.
  - 6. Design of a new box culvert under SR 516 in the Sawgrass Wetland.
  - 7. Develop closed drainage system within the limits of wetland because of the revised typical section with shoulder gutter and guardrail.
  - 8. Develop new dry pond on the CRA-MAR Groves parcel remnant to the northwest of the Crook Road bridge.

#### 4.3 Preliminary Design Report - Review

- A. The Consultant shall modify the Preliminary Design Report (PDR) to include eleven (11) interchange alternative. The alternatives shall be developed against the project criteria and documented I the Final PDR. A list of the alternatives developed is provided below.
  - Option 1 Full Signalized Intersection with US 27
  - Option 2 Florida Turbo with at-grade NB lanes
  - Option 3 Florida Turbo with grade separated NB lanes
  - Option 4 Inverted T Intersection (ramps over US 27)
  - Option 5 Elevated T Intersection (US 27 over ramps)
  - Option 6 Fully Directional Interchange

During the initial meetings it was determined Options 1, 4 and 6 would be carried forward for discussion with FDOT. For these options: preliminary profiles were developed, preliminary pond siting and wetland impact analysis were completed, along with preliminary earthwork calculations.

Bridge structure options were also considered for the three options, along with preliminary cost estimates.

Subsequent discussion resulted in the development of an additional 5 options which are noted below.

- Option 7 SB to EB Flyover with Signal for WB to SB Movement
- Option 8 Modified Inverted T with Future Flyovers
- Option 9 Hybrid with SB off-ramp over US 27 and on-ramp under US 27
- Option 9A Hybrid invert T with braided SB Ramps and earth plug
- Option 9B Hybrid invert T with braided SB Ramps full bridge

For options 7 through 9B, preliminary profiles, pond site, wetland impacts, structures types and spans along with cost estimate where developed. An option matrix was also developed to help determine which option would move forward into final design. Several design refinements were also made to alternatives during this process to confirm they were viable options. HDR also developed exhibits and a PowerPoint presentation for a meeting with FDOT District 5

- B. The Consultant shall develop preliminary design to provide grade separated pedestrians crossing of the NB ramps along the east side of US 27. This analysis included a review of various statewide standards for pedestrian crossings to developing options for grade separated pedestrian crossings. The Design Team developed options for an underpass and overpass crossing of Ramps A and D as well as an elevated crossing over all the ramps further east.
- C. The Consultant prepared a Wetland Impact Mitigation Memorandum to evaluate alternative typical sections and wetland bridge location/length. The six typical sections evaluated included MSE wall, planter wall and ditch sections in conjunction with standard and reduced median widths. The evaluation determined the cost, flood plain and wetland impacts for each alternative through the limits of the Sawgrass Lake wetland

#### 4.5 Geotechnical Investigation

- A. The Consultant shall modify the scope of work to include the following:
  - 1. Additional Borings to assist in the development of the final design for the:
    - a. Revised pond sites
    - b. New box culverts
    - c. Retaining wall, including Temporary Critical Wall

#### 4.11 Roadway Design

- A. The Consultant shall modify the scope of work to include the following items. The design and construction documents shall follow the requirements of the original agreement.
  - 1. Inclusion of critical cross sections as part of the 15% Line and Grade submittal. Per the project scope, cross sections are not required until the 30% submittal.
  - 2. Develop final design and construction documents for improvements to Frank Jarrell Road. These improvements to be incorporated into the Final Design include reconstruction of approximately 700 feet of Frank Jarrell Road to a paved two-lane roadway with 4 foot paved shoulder and swales within 66 foot Right of Way. In addition,

- an access road terminating in a cul-de-sac is to be designed from Frank Jarrell Road to the Marina Landings and South Lake Crossings parcels, which are to be severed from US 27 by Limited Access Right of Way.
- 3. The additional work will include design of the roadway, analysis of environmental impacts, drainage analysis and plans, design of a concrete box culvert and utility coordination efforts. Supporting disciplines required for this effort include geotech for roadway, drainage pond and structural borings as well as the additional survey required for Frank Jarrell Road and the access road corridor to the impacted parcels as well as the additional pond required for these roadways.

#### 4.12 Structures Design

- A. The Consultant shall modify the scope of work to include the following:
  - 1. Retaining walls, including Critical Temporary walls with the limits of the Sawgrass Lake Wetland Area
  - 2. Two (2) Box Culverts;
    - a. One (1) under SR 516;
    - b. One (1) under the proposed access road to the S. Lake Crossing Parcels
  - 3. Stage construction-sequencing details

#### 4.13 Drainage Design

- A. The Consultant shall modify the scope of work to include the following:
  - 1. Develop stormwater management and pond designs for the proposed improvements along Frank Jarrell Road and the S. Lake Crossing access roads, including one pond, one dry swale and one flood Comp. pond for Frank Jarrell Road
  - 2. Relocate Pond 2 from the S. Lake Crossings Parcel to the JJJR Parcel
  - 3. Add a new pond within the CRA-MAR remnant parcel near Cook Rd.
  - 4. Develop a closed drainage system design along SR 516 where needed to reduce impacts with additional inlets
  - 5. Optional pipe material analysis
  - 6. One 5'x4' concrete box culvert under Frank Jarrell Road.

#### 4.15 Traffic Engineering

- A. Maintenance of Traffic Plans
  - 1. The Consultant shall modify the scope of work to include development of maintenance of traffic plans for the proposed improvements along Frank Jarrell Road.

#### 4.16 Signing and Pavement Marking Plans

The Consultant shall modify the scope to include development of Signing and Pavement Marking Plans for the proposed improvements along Frank Jarrell Road and the S. Lake Crossing access road.

#### 4.21 Cost Estimates

A. The Consultant shall include the additional improvements noted in this Supplemental Agreement in the 60%, 90%, 100%, Pre-Bid and Bid Set construction cost estimates that are provided with the submittals

#### SUPPLEMENTAL AGREEMENT NO. 1

#### TO

### AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

#### SR 516 Lake/Orange Expressway Segment 1

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR

PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this \_\_\_\_\_\_4th\_\_\_\_ 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 HDR ENGINEERING, INC., a Nebraska 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 ("Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as
  outlined in the Consultant's February 18, 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" of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs remain unchanged at \$3,138,601.68.
  - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$4,389.94.
  - c. The Subcontract Items are adjusted upward by \$114,147.84 to \$2,690,353.70 as follows:

\$5,913.71	
\$108,234.13	

- d. The Allowance is adjusted downwards by \$114,147.84 to \$366,654.68.
- e. The Total Maximum Limiting Amount remains unchanged at \$6,200,000.00.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA **EXPRESSWAY AUTHORITY** 

Aneth Williams Williams Date: 2022,05.04 16:33:38 -04'00'

Aneth Williams, Director of Procurement

HDR ENGINEERING, INC.

Print Name: Melanie E. Fowler

Title: Vice President

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

Digitally signed by Laura Newlin Laura Newlin Kelly Kelly

Date: 2022.05.04 16:07:11 -04'00'

Diego "Woody" Rodriguez

General Counsel

## **Dewberry**°

#### **MEMORANDUM**

Date: February 24, 2022

To: Will Hawthorne, PE CFX Director of Engineering

From: R. Keith Jackson, PE, Dewberry PM

Subject: SR 516 (Lake/Orange Expressway) Segment 1 Contract 001670

CFX Project No. 516-236 Supplemental Agreement #1

#### **Comments:**

We have reviewed the fee sheet and scope of services submitted by HDR Engineering, Inc., dated February 18, 2022, for Supplemental Agreement #1 (SA #1) for CFX Project No. 516-236. This requested work authorization is for additional survey associated with the addition of Frank Jarrell Access Road and proposed pond sites.

The SA #1 is attached, and costs are detailed below:

\$ 0.00 HDR Labor Cost

\$ 114,147.84 Subconsultants (WBQ and Maser) Labor Cost

\$ 114,147.84 Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, we recommend approval of this agreement in the amount of \$114,147.84.

Should you have questions or need additional information, please call me at 321.354.9687.

#### Cc (w/attachments):

Laura Kline, Dewberry File



February 18, 2022

Dewberry ATTN: Will Hawthorne, PE Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Dear Mr. Hawthorne, PE,

Please see the attached Scope and Fee for SR 516 Lake/Orange Expressway Segment 1, Project 516-236 (Contract 001670) Supplemental Agreement 01. This scope and fee is for the additional survey effort that is required to finalize the design of Frank Jarrell Road and the proposed pond sites.

Let me know if you have any questions or need any additional information to finalize this SA.

Sincerely, HDR Engineering, Inc.

Steven Waterston

Project Manager



#### CFX 536-236 Lake-Orange Expressway Segment 1 – Supplemental 01

#### 4. WORK TO BE PERFORMED BY CONSULTANT

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

#### 4.1. Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of an environmental resource application.
- B. Major elements of the work included in this Supplemental Agreement are:
  - 1. Additional field survey for the proposed improvements along Frank Jarrell Rd. and the new access roads to the Marina Landings and South Lake Crossings parcels. Per coordination with Dewberry, CFX and Lake County these improvements are to be incorporated into the Final Design and include reconstruction of approximately 700 feet of Frank Jarrell Road to a paved two-lane roadway with 4 foot paved shoulders and swales within minimum 66 foot Right of Way. In addition, an access road terminating in a cul-de-sac is to be designed from Frank Jarrell Road to the Marina Landings and South Lake Crossings parcels, which are to be severed from US 27 by Limited Access Right of Way.
  - 2. Obtain and process additional survey for the relocation of Pond 2 from the South Lake Crossings parcel to the adjacent JJJR parcel and addition of a pond on the remnant of the Cra-Mar Groves parcel adjacent to Cook Road at the request of Dewberry.
  - 3. Obtain and process additional wetland flag location within the additional survey areas. Wetland flag limits to be provided by others.

#### 4.4. Surveying and mapping

A. The 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 field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, environmental, 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, 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 1400-footintervals along alignment.
- Establish and set alignment in the same manner on cross roads and major adjacent alignments.
- 3. Station Frank Jarrell Road alignment at 100' intervals.

#### C. Reference Points

- Set Frank Jarrell Road alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
- 2. Show obstructions where alternative references are set.

#### D. Bench Levels

- The Consultant shall establish new benchmarks along Frank Jarrell Road, using stable points.
- The Bench Run will be based on closures between established benchmarks provided by CFX.

#### E. Topography

- Planimetric mapping and data merging to develop an updated digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.
- 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.
- Drainage structures on Frank Jarrell Road and within proposed Access Road limits
- Relocated pond areas

#### G. Underground Utilities

Locate 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

As needed for engineering design, the Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane at 100' intervals and perform utility surveys of side streets.



- I. Bridge Surveys (N/A)
- J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC.

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. New right-of-way is anticipated.

### **AGREEMENT**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND HDR ENGINEERING, INC.

## DESIGN SERVICES FOR SR 516 LAKE / ORANGE EXPRESSWAY SEGMENT 1

PROJECT NO. 516-236, CONTRACT NO. 001670

CONTRACT DATE: AUGUST 13, 2020 CONTRACT AMOUNT: \$6,200,000.00

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

**FOR** 

SR 516 LAKE / ORANGE EXPRESSWAY SEGMENT 1 PROJECT NO. 516-236

**DESIGN SERVICES** 

**CONTRACT NO. 001670** 

**AUGUST 2020** 

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY** 

#### TABLE OF CONTENTS

Section	<u>Title</u>	
AG	Agreement	1 - 19
A	Exhibit "A", Scope of Services	
В	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
Е	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

## Table of Contents

1.0.	DEFINITIONS	1
2.0.	SERVICES TO BE PROVIDED	1
3.0.	TERM OF AGREEMENT AND RENEWALS	2
4.0.	PROJECT SCHEDULE	2
5.0.	PROFESSIONAL STAFF	3
6.0.	COMPENSATION	4
7.0.	DOCUMENT OWNERSHIP AND RECORDS	5
8.0.	COMPLIANCE WITH LAWS	
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0.	TERMINATION	7
11.0.	ADJUSTMENTS	8
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	8
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS	9
14.0.	THIRD PARTY BENEFICIARY	10
15.0.	INSURANCE	10
16.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS	12
17.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	13
18.0.	DOCUMENTED ALIENS	14
19.0.	E-VERIFY CLAUSE	14
20.0.	INSPECTOR GENERAL	14
21.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	14
	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473	
23.0.	AVAILABILITY OF FUNDS	15
24.0.	AUDIT AND EXAMINATION OF RECORDS	15
25.0.	GOVERNING LAW AND VENUE	16
26.0.	NOTICE	17
27.0.	HEADINGS	17
28.0.	CONTRACT LANGUAGE AND INTERPRETATION	17
29.0.	ASSIGNMENT	18
30.0.	SEVERABILITY	18
31.0.	INTEGRATION	18
32.0.	ATTACHMENTS	18

## 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 HDR Engineering, 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 315 East Robinson St., Suite 400, 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. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 516 Lake / Orange Expressway Segment 1 identified as Project No. 516-236 and Contract No. 001670.

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

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

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

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

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

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

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

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

#### 3.0. TERM OF AGREEMENT AND RENEWALS

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

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

#### 4.0. PROJECT SCHEDULE

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

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

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

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

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

#### 5.0. PROFESSIONAL STAFF

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

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

Project No. 516-236 Contract No. 001670

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

HDR Construction Control Corporation Florida Bridge and Transportation, Inc.

Brindley Pieters and Associates, Inc.
Traffic Engineering Data Solutions, Inc.

Class II

Tierra, Inc.

Class I and Class II

WBQ Design & Engineering, Inc.

Masser Consulting P.A.

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 \$6,200,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the

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

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

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

#### 7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 315 East Robinson St., Suite 400, 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:

- 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. THIRD PARTY BENEFICIARY

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

#### 15.0. INSURANCE

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

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

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

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not

available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

- 15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.
- 15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) 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.

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

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

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

#### 17.0. 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.

#### 18.0. DOCUMENTED ALIENS

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

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

#### 19.0. E-VERIFY CLAUSE

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

#### 20.0. 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.

## 21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

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

amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

#### 22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

#### 23.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this 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.

#### 24.0. AUDIT AND EXAMINATION OF RECORDS

#### 24.1 Definition of Records:

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

- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.
- 24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.
- 24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 25.0. GOVERNING LAW AND VENUE

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

#### 26.0. NOTICE

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

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

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

To CONSULTANT: HDR Engineering, Inc.

315 East Robinson St., Suite 400

Orlando, FL 32801

Attn: Steven Waterston, P.E.

HDR Engineering, Inc.

315 East Robinson St., Suite 400

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

#### 27.0. HEADINGS

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

#### 28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined

Project No. 516-236 Contract No. 001670

that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

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

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

#### 29.0. ASSIGNMENT

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

#### 30.0. SEVERABILITY

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

#### 31.0. INTEGRATION

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

#### 32.0. ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", 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.

HDR ENGINEERING, INC.	EXPRESSWAY AUTHORITY
BY: Authorized Signature	BY: Aneth Williams Digitally signed by Aneth Williams Date: 2020.09.01 10:54:29-04000  Director of Procurement
Print Name: Jennifer E. Hunt, PE	Print Name:
Title: Vice President	Effective Date:
ATTEST: (Seal) Assistant Secretary or Notary	CORPORATA TO
Approved as to form and execution, only.	SEAL S
Laura N. Kelly Digitally signed by Laura N. Kelly Date: 2020.09.01 08:28:50-04'00' For	
General Counsel for CFX	

# EXHIBIT A SCOPE OF SERVICES

#### Exhibit A

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

**FOR** 

S.R. 516 From US 27 to West of Cook Road (Segment 1)

**PROJECT NO. 516-236** 

**CONTRACT NO. 001670** 

IN LAKE COUNTY, FLORIDA

July 20, 2020

### Exhibit A SCOPE OF SERVICES

<u>Description</u> <u>Page No. A-</u>

#### Table of Contents

1.0	GENE	RAL	
	1.1	Location	
	1.2	Description	5
	1.3	Purpose	
	1.4	Organization	5
	1.5	Term of Agreement for Design Services	<del>(</del>
2.0	STAN	DARDS	
3.0		N CRITERIA	
	3.1	General	8
	3.2	Geometry	8
	3.3	Bridge and Other Structures	10
4.0	WORK	C PERFORMED BY CONSULTANT	11
	4.1	Design Features	11
	4.2	Governmental Agencies	11
	4.3	Preliminary Design Report - Review	11
	4.4	Surveys and Mapping	12
	4.5	Geotechnical Investigation	15
	4.6	Contamination Impact Analysis	16
	4.7	Pavement Design	16
	4.8	Governmental Agency and Public Meetings	16
	4.9	Environmental Permits	17
	4.10	Utilities	17
	4.11	Roadway Design	19
	4.12	Structures Design	20
	4.13	Drainage Design	21
	4.14	Roadway Lighting	22
	4.15	Traffic Engineering	23
	4.16	Signing and Pavement Marking Plans	23
	4.17	Signalization Plans	24

	4.18	Right-of-Way Surveys	24
	4.19	Certified Right of Way Control Survey	25
	4.20	Right of Way Maps	27
	4.21	Cost Estimates	30
	4.22	Special Provisions and Specifications	30
	4.23	Fiber Optic Network (FON)	30
	4.24	Toll Gantry & Service Buildings	34
	4.25	Post-Design Services (N/A – To be Negotiated Later)	34
5.0	MATE	ERIALS FURNISHED BY CFX OR ITS DESIGNEE	37
	5.1	Record Documents	37
	5.2	Traffic Data	37
	5.3	Other	37
6.0	WORK	X PERFORMED BY CFX OR ITS DESIGNEE	38
	6.1	Right-of-Way Acquisition	38
	6.2	Utility Agreements	38
	6.3	Public Involvement	38
	6.4	Contracts and Specifications Services	38
	6.5	Post-Design Services	38
	6.6	Environmental Permits	38
	6.7	Conceptual Specialty Design	39
7.0	ADMI	NISTRATION	40
	7.1	Central Florida Expressway Authority	40
	7.2	CFX's Project Manager will:	40
	7.3	Consultant	40
	7.4	Project Control	41
	7.5	Work Progress	41
	7.6	Schedule	42
	7.7	Project Related Correspondence	42
	7.8	Quality Control	42
	7.9	Consultant Personnel	42
	7.10	Site Visit	42
	7.11	Acceptability of the Work	42
	7.12	Design Documentation	43
	7.13	Reviews and Submittals	44
	7.14	15% Line and Grade Submittal	45

7.15	30% Roadway Plan Submittal	46
7.16	30% Bridge and Structural Plan Submittal	48
7.17	60% Roadway Plan Submittal	48
7.18	90% Bridge and Structure Plan Submittal	50
7.19	90% Roadway Plan Submittal	50
7.20	100% Roadway, Bridge, Structural and Right-of-Way Plans	51
7.21	Pre-Bid Plans	51
7.22	Bid Set	51

#### 1.0 GENERAL

#### 1.1 Location

A. See EXHIBIT "E", Project Location Map.

#### 1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 516 from US 27 to west of Cook Road (Segment 1). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) from US 27 to west of Cook Road, interchange ramps with US 27, and realignment of US 27 to accommodate the proposed interchange while avoiding impacts to Lake Louisa State Park. This project will include construction of new bridge structures for the S.R. 516 interim interchange with US 27, S.R. 516 main line over wetlands and floodplain areas between Trout Lake and Pike Lake. A preliminary design will also be developed for the Ultimate Interchange at S.R. 516 and US 27. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, lighting, signing and pavement markings, signalization (if warranted), ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, right-of-way mapping, scheduling and project control, progress reporting and other tasks and associated activities.

#### 1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 516 from US 27 to west of Cook Road.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of an 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 the work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

#### 1.4 Organization

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

#### 1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within Twenty-Four (24) 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 additional design fees as a result of making changes due to review comments.

#### 1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones, as outlined in Section 7.14 through 7.21.

#### 2. Project Schedule:

The Consultant shall include a schedule of major design tasks using Microsoft Project.

#### 2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
  - 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition, and updates thereafter as confirmed by CFX, shall be used for this project.
  - 2. The FDOT Standard Plans (FY 2020 2021)
  - 3. The 2020 FDOT Design Manual
  - 4. The 2020 FDOT Basis of Estimates Handbook
  - 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition
  - 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended
  - 7. CFX Design Guidelines 2019 Edition

#### 3.0 DESIGN CRITERIA

#### 3.1 General

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

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

#### **3.2** Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	US 27 (SR 25)	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop)	55 mph	30 Local
		50 mph (Diamond)	_	45 Urban
Horizontal Alignment				
Max. Curve, Degrees	3° 30'	24° 45' Loop	2° 00'	20°
		8° 15' Diamond		
		8° 15' Directional		
Max. Superelevation, ft/ft.				
	0.10	0.10	0.05	0.05 Urban
Lane Drop Tapers				0.10 Rural
Transitions	70:1	50:1	L=WS	
	Use spirals for	Use spirals for curves >		Use spirals for

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	US 27 (SR 25)	CROSSROADS/ COLLECTORS
	curves > 1° 30'	1° 30'		curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph)	5% (0.3% min)	5% Arterial Rural
Vertical Curvature (K=Len./%grade				Rural
Crest	506	31 (30 mph)	185	
	290 to 540	136 (50 mph)		31 to 136
	AASHTO	110 to 160 Other		
		(AASHTO)		
Sag	206	31 (30 mph)	115	
	150 to 200	136 (50 mph)		37 to 96
	AASHTO	90 to 110 Other		
		(AASHTO)		
Decision Sight Dist.,	Refer to AASHTO	N/A		N/A
Cross Sections	12	10 dual lawar		10 :
Lane Widths, ft.	12	12 dual lanes		12 inner lanes
		15 min. single lane		12-16 outer lanes
Shoulder width, ft.	4-Lane	Single		
Right	14 (12 paved)	Lane 6	6' (buffered bike lane)	8 (4* paved)
Left	14 (12 paved)	paved) 6 (2 paved)	4'	4 (4 paved)
				* min. 5' paved
	6-Lane	D 11		
Right	14 (12 paved)	Dual Lane		
Left	14 (12 paved)	10* (8* paved) 8		
Bridges, ft.	4-Lane	(4 paved) (* add 2' for		
Right	12	interstate)		
Left	12	Single-		
	6(or more)-Lanes	Lane 6		
Right	12	6		

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	US 27 (SR 25)	CROSSROADS/ COLLECTORS
Cross Slopes Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	Dual Lane 10 6	2% 3% Outside lane and Shoulder	2% 3% or tbd (6-lane)
Bridge Lanes Left Shoulder Right Shoulder	2% typ. (no break) Match Mainline Match Mainline	2%	2% 3%	5% 6%
Median Width (4- lane), ft. (E.O.P./E.O.P.)	74' (min.) 26' (with barrier)	N/A	30'	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical				
Over Roadway*	16.5	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5	17.5
Over Railroad	23.5	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. min., fifteen (15) ft. preferred from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per FDM Section 211.15
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

#### **3.3** Bridge and Other Structures

A. The plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

Project 516-236 A-10

#### 4.0 WORK PERFORMED BY CONSULTANT

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

#### **4.1** Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of an 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. 516 from US 27 near Lake Louisa State Park to west of Cook Road. Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between US 27 and west of Cook Road, interchange with US 27, and reconstruction of US 27. This project will include construction of new bridge structures over wetlands and floodplain areas between Trout Lake and Pike Lake. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, interchange and sign lighting, signing and pavement markings, signalization (if warranted), ITS, maintenance of traffic, utility design and coordination, right-of-way mapping, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

#### **4.2** Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of the interested agencies involved. These agencies may include, but are not necessarily limited to Lake County, FDOT, FDEP, US Army Corps of Engineers, and the St. Johns River Water Management District.

#### **4.3** Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility. The Consultant shall also prepare the 15% Line and Grade design for the Ultimate Interchange at SR 516 and US 27.

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

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items at a minimum:

- 1. Design criteria
- 2. Horizontal alignment of SR 516 and US 27
- 3. Vertical alignment of SR 516 and US 27
- 4. Typical sections for SR 516 and US 27
- 5. US 27 initial and ultimate interchange alternatives (2)
- 6. Wetland bridge/culvert options (2)
- 7. Potential wall locations along SR 516
- 8. Pavement analysis
- 9. Hydroplaning analysis
- 10. Drainage pond locations
- 11. Utility relocations
- 12. Maintenance of traffic
- 13. Construction feasibility
- 14. Sustainability Opportunities

#### 4.4 Surveys and Mapping

A. The 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 field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, environmental, 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, 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.

CFX will provide aerial survey (topography and mapping) with limited control and coverage. Section 6.01 defines the work performed by CFX or

its designee.

CFX has performed a Project Network Control Survey and documented the location and values at approximately one-half mile intervals. The Consultant shall supplement this information with additional points as necessary to meet project requirements.

#### B. Alignment

- 1. 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 1400-foot intervals along alignment.
- 2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
- 3. Station SR 516 alignment at 100' intervals.
- 4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

#### C. Reference Points

- 1. Set SR 516 alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
- 2. Show obstructions where alternate references are set.

#### D. Bench Levels

- 1. The Consultant shall establish new benchmarks at 1000' intervals along SR 516 and US 27 alignments, using stable points.
- 2. The Bench Run will be based on closures between established benchmarks provided by CFX.

#### E. Topography

- 1. Planimetric mapping and data merging to develop an updated digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
- 2. Cross-sections will be performed at 1000' intervals along the SR 516 and US 27 to verify DTM.
- 3. 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.

• Outfall survey of Sawgrass Lake Outfall

#### G. Underground Utilities

Locate 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

As needed for engineering design, the Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane at 100' intervals and perform utility surveys of side streets.

#### I. Bridge Survey (N/A)

Provide bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static LIDAR for clearance, features, and other extraction needed to support design.

#### J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC.

#### 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. New right-of-way is anticipated.

M. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points. (N/A)

#### N. CFX ITS/FON (N/A)

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

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

#### **4.5** Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests, according to CFX requirements. The Consultant shall adhere to 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, , 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, , 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.
- 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 the 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 along US 27 to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

#### **4.6** Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and 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 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 for the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

#### 4.7 Pavement Design

- A. The Consultant shall prepare the pavement designs as appropriate in accordance with the requirements of the FDOT Pavement Design Manual for mainline, ramps, cross streets, and shoulders.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary. A Pavement Type Selection Report is not included in the Scope of Work for this project.

#### **4.8** Governmental Agency and Public Meetings

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

#### **4.9** Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for environmental permits. The Consultant shall provide the information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing 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, as requested.
  - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
  - 3. Provide aerial maps at a 1"=400' scale which include NRCS soils data, 100-year floodplain limits and proposed project.
  - 4. Provide plans, calculations, sketches and reports required for permits except as described above.
  - 5. Provide copies of drainage calculation, including pond routing nodal diagrams, for the project.
  - 6. Assist CFX in responding to requests for additional information made by regulatory agencies after the permit application is submitted.
  - 7. Incorporate changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
  - 8. Prepare a list of adjacent landowners along with address and nine-digit zip code at the wetland encroachment sites.
  - 9. Provide permit application material in .pdf format.
  - 10. The Consultant will provide dredge and fill sketches as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
  - 11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
  - 12. Preliminary field evaluation of general land use and wildlife habitat within proposed ROW, as requested.

#### A. Location

The Consultant shall obtain available utility mapping and information and identify the 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. Existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

#### B. Utility Coordination

- 1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
- 2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
- 3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
- 4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
- 5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
- 6. The Consultant shall obtain utility work schedules from the utility companies for the utility relocation or adjustments required to accommodate construction.
- 7. The Consultant shall prepare the Utility Certification Letter certifying

Project 516-236 A-18

that the utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

#### 4.11 Roadway Design

A. A Typical Section Package was approved with the PD&E Study. Available typical sections shall be reviewed as part of the Preliminary Design Report and changes submitted to CFX for review and approval. When cross roads or other facilities are maintained by another agency, the Consultant must coordinate approval of that typical section with the maintaining agency.

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.

The consultant shall coordinate the relevant design elements with adjacent design teams. This effort shall include any required meetings with adjacent design teams.

- B. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
  - 1. Cover sheet (key sheet)
  - 2. Summary of Pay Items
  - 3. General notes
  - 4. Summary Quantities sheets
  - 5. Project Layout
  - 6. Typical roadway sections
  - 7. Typical roadway details
  - 8. Plans and profiles (plans at 1"=50' scale)
  - 9. Interchange layout plans (1" = 100" scale)
  - 10. Ramp Terminal Details (1"= 50' scale)

- 11. Crossroad plans and profiles (1" = 50" scale)
- 12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
- 13. Earthwork quantities
- 14. Traffic Control Sheets including Temporary Drainage
- 15. Utility Adjustment Sheets as deemed necessary
- 16. Details
- 17. Special provisions
- 18. 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 for the 5 bridge sites noted below. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams for widened bridges.

#### Bridge(s):

- 1. Bridge A: NB US 27 over SB to EB interim and ultimate connectors (estimated bridge length = 250')
- 2. Bridge B: NB US 27 over WB to SB ultimate ramp (estimated bridge length = 250')
- 3. Bridge C: NB US 27 to EB ramp over WB to SB ultimate ramp (estimated bridge length = 136')
- 4. Bridge D: SB US 27 to EB ramp over WB to SB interim and ultimate ramp (estimated bridge length = 150')
- 5. Sawgrass Wetland Area: WB and EB SR 516 over Sawgrass Wetland Area (estimated bridge length = 330')
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
  - 1. Bridge designs will be provided for the bridges.
  - 2. Retaining walls, including Critical Temporary walls
  - 3. Box Culverts
  - 4. Approach slabs
  - 5. Details
  - 6. Summary quantity tables

- 7. Special provisions and specifications
- 8. Stage construction-sequencing details
- 9. Sign\Signal structures
- 10. Noise walls (Locations to be determined)
- 11. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review and approval.
- 12. ITS Devices

#### 4.13 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
  - 1. Perform drainage design in accordance with the approved criteria from Section 3.1D.
  - 2. Finalize the pond design at the 30% submittal.
  - 3. Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.
  - 4. Notify CFX's Project Manager immediately if deviation from approved design criteria is anticipated.
  - 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
  - 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
  - 7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications.
  - 8. Prepare a pond siting report.
  - 9. Prepare a bridge hydraulic report
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
  - 1. Connector pipes
  - 2. Drainage structure details
  - 3. Storm drain and culvert profiles and/or drainage cross-sections
  - 4. Lateral ditches/channels
  - 5. Outfall ditches/channels

#### 6. Retention/detention ponds/exfiltrationsystem

#### 4.14 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include installation of all CFX lighting on the corridor (including the entire mainline of SR 516, ramps, gore areas and transition areas) to as 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. The Consultant shall prepare a Lighting Design Analysis Report (LDAR). The LDAR shall include lighting photometric analysis, electrical load analysis, voltage drop calculations, device coordination, short circuit current analysis, arc flash hazard analysis, structural calculations for any special conventional pole concrete foundations, and other related documentation. In addition, the Consultant shall perform an evaluation of various lighting design alternatives which consider factors such as pole configuration, pole heights, arm lengths, luminaire wattages, and optics. A single alternative should be implemented on the project. The evaluation should be based on safety, constructability, maintainability, economics, and consistency with the adjacent projects. The LDAR shall also include all coordination correspondence with the local power company and confirmation on the final locations of distribution transformer and service poles..
- 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. Signature Sheet
  - 3. Tabulation of Quantities
  - 4. General Notes and Pay Item Notes
  - 5. Legend and Pole Data Sheet(s) (Roadway Lighting)
  - 6. Luminaire Data (Sign and Underdeck Lighting)
  - 7. Project Layout sheet
  - 8. Plans sheets
  - 9. Underdeck Lighting Plans
  - 10. Underdeck Lighting Monitoring Details
  - 11. Remote LED Driver Cabinet Details
  - 12. Sign Lighting Details
  - 13. Service point detail shall include wiring schematics, one-line, and riser diagrams, panelboard schedules with breaker panel assignments,

- electrical equipment and load center sizing, grounding and bonding, surge protection, and typical power service installation details
- 14. Special Details (Arc Flash Warning Label Design and Notes)
- D. All sign and pendant hung mounted underdeck lighting systems shall be designed to accommodate the remote LED driver cabinets including photocell receptacle(s) for the future wireless node installations. Wall or pier cap mounted underdeck luminaires are self-contained with LED drivers and photocell receptacles and no need for remote LED driver cabinet installation. All roadway lighting luminaires also need to be equipped with photocell receptacles to be used for the future wireless node installations.

#### **4.15** Traffic Engineering

#### A. Traffic Data

- 1. Traffic data will be furnished by CFX.
- 2. The Consultant will review and analyze the traffic data provided and develop recommended geometry at the intersections, including the number of turn lanes and storage lengths.

#### B. Maintenance of Traffic Plans

- 1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during the 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.
- 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
- 3. Traffic shall be maintained during the phases of project construction at locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

#### **4.16** Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final

signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

#### 4.17 Signalization Plans

- A. The Consultant shall prepare designs and contract documents for final signalization plans at the US 27 and SR 516 intersection; including layouts showing the locations of signal poles and equipment, signal details, internally illuminated signs, signal lighting, signal interconnect and 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).

#### 4.18 Right-of-Way Surveys

#### A. Section Line Ties

- 1. The Consultant shall perform a Control survey to locate Certified Corner Record locations, and prepared new Certified Corner Record forms.
- 2. Perform Section and fractional Section line surveys required for the R/W Control Surveys and R/W Mapping.

#### B. Subdivision Ties/Property Line Ties

- 1. Tie all subdivisions including condominium boundaries, at the beginning and end; block lines, and street right of way lines to the alignment. Ties will be made by closed traverse to assure acceptable closure. All block corners shall be found or set in the field with corners properly identified with size and type and shown on the R/W Control Survey.
- 2. Make individual property line ties where apparent property line disputes may occur. If information is available from local surveyors, submit copies of their surveys.

Project 516-236 A-24

- C. Maintained R/W Survey (Not required)
- D. Mean High Water/Safe Upland Line Survey (Not required)
  - 1. Perform a Safe Upland Line Survey for the locations where the facility crosses Sovereign Waters of the State of Florida.
- E. R/W Monumentation (Not required)
- F. Stake R/W Parcels (Not required)

At the completion of the Design and Right of Way Surveys, provide all field books, certified to CFX, and copies of electronic files on CDROM, with certification attached.

#### 4.19 Certified Right of Way Control Survey

The field Right of Way survey will serve as the basis for the Right of Way Maps and shall be presented in the format of a certified drawing on 22" x 34" in pdf format, no hard copies. The Consultant shall certify this drawing as Specific Purpose Survey, which meets the Standards of Practice adopted by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code. These survey drawings shall be at a scale of 1 inch = 400 feet for a key map and a scale of 1 inch = 50 feet for detail sheets or at a scale acceptable to CFX. The surveyor shall furnish CFX with four (4) signed, sealed and certified copies of the above maps along with the original reproducible film copy and the CADD drawing files on disk.

The Consultant shall submit Right of Way Control Survey maps to CFX for review at the following stages of completion, with data as specified.

- A. 30% Right of Way Control Survey (Key Maps)
  - 1. Complete alignment data, including beginning of survey station, all curve data, bearings on all tangents along the alignment, all intermediate control point stations, and end of survey station. All control points must be identified as to type and size of material set at each respective point.
  - 2. All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent), must be shown with the station where their intersection with alignment occurs, a distance from the nearest corner to alignment, and bearings and distances between all corners. Type of corner, either found or set, should be spelled out or identified by a legend.
  - 3. All Subdivision and Condominium boundaries with official names and recording information.

- 4. A separate sheet depicting all of the alignment control reference points and reference points for Public Land Survey corners along with the type and size of material used for each respective reference point. This sheet does not need to be plotted to scale. All references shall be shown with a North Arrow, pointing to the top of the page.
- 5. Sheet one of the key maps should contain all pertinent general survey notes and the Certification that the Specific Purpose Survey was made for the purpose of providing horizontal position data for the support or control of right of way related maps for the transportation facility shown and done under responsible charge and meets the Minimum Technical Standards of the Board of Professional Surveyors and Mappers 61G17-6 Florida Administrative Code.
- B. 60% Right of Way Control Survey (Detail Sheets)
  - 1. Complete alignment data, including beginning of survey station, all curve data, bearing on alignment, all intermediate control point stations, end of survey station. Show all control points identified as to type and size of material set at each respective point.
  - 2. All subdivisions, including condominium boundaries, with a station where the alignment and each subdivision line intersect. A sufficient amount of field ties must be made in order to establish the original block boundaries or existing right of way as shown on existing right of way maps in each subdivision and or condominium. A distance from alignment to the existing right of way line or nearest found or set corner and bearings and distances on all subdivision lines which were intersected with the alignment, all lot and block numbers, street names, plat book, page, and official name of each subdivision.
  - 3. Key Maps with any revisions or corrections
- C. 90% Right of Way Control Survey
  - 1. All revisions required to support the complete Right of Way Mapping.
- D. 100% Right of Way Control Survey
  - 1. Signed and sealed copies and final CADD files
- E. Computer Mapping All survey maps will be prepared using CADD and all submittals will include:
  - 1. CADD files in Microstation format. All maps will include point names generated on CADD level 62.

Project 516-236 A-26

2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

#### 4.20 Right of Way Maps

Right of Way Map shall be accurate, legible, complete, plotted to a scale as directed by CFX. Right of Way Maps, Parcel Sketches and Legal Land Descriptions shall be prepared under the direction of a Surveyor and Mapper licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes.

Right of Way Maps shall be plotted on 22" x 34" pdf format, no hard copies, at a scale of 1 inch = 50 feet for Detail Sheets or at a scale acceptable to CFX. These scales should be adjusted appropriately to facilitate "uncluttered" mapping, depicting the necessary data without confusion to the users. Text size for mapping should not be smaller than 1/10".

The Consultant shall submit Map Sheets to CFX for review at the following stages of completion, with data as specified:

#### A. 90% Right of Way Maps

- 1. Area of taking fully dimensioned with the bearings, distances and curve data, and parcel number bubble.
- 2. Dimensions shown on all remainders. Dimensions of large remainders may be shown as an insert at a larger scale.
- 3. Curve and Line tables may be used to eliminate clutter, but should be used only as needed, and shall be placed on sheets where the curves are shown.
- 4. Areas of large takings/remainders (one-half acre or more) shall be shown in acres, to 3 decimal places. Areas of small takings/remainders (less than one-half acre) shall be shown to the nearest square foot.
- 5. Completed Title Block (all spaces must be filled in; if not applicable, show N/A). In using the strip title block, avoid placing text or mapping within 1" above the REVISION blocks.
- 6. Limits of Construction consistent with Design Plans, including cross-sections, drainage, mitigation, etc.

Project 516-236 A-27

#### B. 100% Right of Way Maps

- 1. Completed Right of Way Maps revised in accordance with prior reviews.
- 2. Map information agrees exactly with the Parcel Sketch and Legal Description.

#### C. Computer Mapping

All Right of Way Maps will be prepared using the latest CADD version and submittals will include:

- 1. CADD files in Microstation format. All maps will include point names generated on CADD level 62.
- 2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

#### D. Title Search

1. CFX shall furnish the Consultant the Title Search Reports for the parcels affected by the proposed right of way throughout the project.

#### E. Parcel Sketches and Legal Descriptions

- 1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.13. Draft Parcel Sketches shall be prepared to a legible scale on 8-1/2" x 11" size for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only, and will include:
- 2. Boundary and dimensions of parent tract and approximate dimensions of taking and remainder
- 3. Existing easements affecting the property
- 4. Improvements, buildings
- 5. Approximate areas of each taking and remainder

- 6. North arrow and scale
- 7. "DRAFT PARCEL SKETCH", Project Number and Parcel Number prominently displayed at the top of the page
- 8. Border with space for recording reserved at the upper right corner.

#### F. Final Parcel Sketches and Legal Descriptions

- 1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.13. Prepare final parcel sketches and legal descriptions for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only.
- 2. Separate descriptions will be prepared for Limited Access and non-Limited Access Right of Way, even if the whole parcel is taken, and dimensioned on sketch.
- 3. Parcel Sketches and Legal Descriptions will be prepared for FDOT, County, and Municipality Right of Way.
- 4. Parcel Sketches and Legal Descriptions will include:
  - a. Boundary and dimensions of taking and remainder.
  - b. Existing easements affecting the property.
  - c. Improvements, buildings, with ties to taking line where within 25 feet.
  - d. Point of Commencement, Point of Beginning and monumentation referenced in the Legal Description.
  - e. "SKETCH AND LEGAL DESCRIPTION", Project Number and Parcel Number prominently displayed at the top of the page.
  - f. Areas of each taking and remainder.
  - g. North arrow and scale.
  - h. Border with space for recording reserved at the upper right corner.
  - i. Legal descriptions of Limited Access taking, (with Limited access clause), Right of Way takings, proposed easements.
  - j. All calls for adjoiners, including Section and fractional Section lines, Lot and Block lines, right of way lines, (with reference to maps if available).
  - k. The Point of Commencement or Point of Beginning will be a monumented point outside limits of construction and will be a well-defined point of a Section or Grant.

Project 516-236 A-29

5. Parcel Sketches and Legal Descriptions submitted for review shall include Geopak parcel closure files, (or alternate computation software,) and Microstation .dgn files, (separate files for each sheet).

#### 4.21 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.

#### **4.22** 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.

#### **4.23** 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 existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall utilize the latest CFX ITS Design Standards or Plan Details provided by CFX. Any deviation from the standards/details provided shall be pre-approved by CFX before implementation into the plan set. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.
- 2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON
  - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - e. Manhole/Pull box locations and stub-out details (standard details provided)
  - f. Device layout
  - g. Device installation details
  - h. Conduit installation details (standard details provided)
  - i. Fiber optic cable route marker detail (standard details provided)

- j. Fiber count per conduit
- k. Communications interconnect
- 1. Connectivity with the FON backbone conduits
- m. Fiber cable splice details for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Power interconnect (conduit size and type)
- p. Power conductors to each device location
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Design power infrastructure that follows CFX ITS Standards. Design 2-2" power conduits to each proposed ITS device site. The designer shall be mindful of system redundancy. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstance shall a single power service support devices that are spliced to the same fiber pair on separate sides of the road. If during design, the Design team meets the maximum power requirements as stated within the contract documents then additional power service locations shall be obtained from the power service provider. The Design team shall add additional power service locations/load centers to minimize the distance of the electrical circuit. ITS load centers shall not be shared by any other component (Lighting, Tolling, etc.) unless approved by CFX.
- w. Design 9-1" conduits within the entire length of the new outside shoulder, roadway and bridge. This will be installed in both directions (EB and WB) of the proposed roadway and shall include 2-72 SM fiber optic cable.
- x. Design CCTV cameras to provide 100% video coverage (includes roadway under the flyovers) of the roadway. This includes the shoulder, roadway, ramps and roadways under the flyovers. The ITS devices shall interface with the existing ITS system.
- y. Design the Data Collection Sensor (DCS) for all exit ramps (including interchange to interchange ramps) and DMS signs within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- z. Design of a walk-in 3-Line dynamic message sign (DMS) to be centered over the proposed roadway, including structures, foundations, attachment details, power service, fiber optic

Project 516-236

connections, and cabinets (standard details provided). A 3-Line DMS shall be designed to be installed at:

- o On mainline 516 in the EB direction
- aa. Design Traffic Monitoring Station (TMS) for all ramps (onramps, off-ramps & split ramps) within the project limits. This includes the traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- bb. ITS devices within the project limits shall be gigabit Ethernet field switches, and other cabinet equipment as needed to meet current CFX ITS equipment standards.
- cc. Design the Wrong Way Driving System for all exit ramps within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets. CFX ITS design standards shall be provided to the Designer for use within their plans. Install new WWDS at the following off-ramps:
  - o NB US 27 off-ramp
  - o SB US 27 off-ramp
- dd. Design of Arterial Dynamic Messaging Signs (ADMS) which shall include structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). ADMS shall be designed to be instated at the following sites:
  - o NB US 27 approaching the 516 interchange
  - o SB US 27 approaching the 516 interchange
- 3. A Design Methodology Report shall be submitted as part of the 90%, 100%, Pre-Bid and Bid Submittal for approval from CFX. The Design Methodology Report shall be submitted in a CFX approved format. This report shall be in accordance with the latest CFX ITS requirements and include, but not be limited to:
  - a. Voltage Drop Calculations (5% maximum voltage drop, maximum wire size of #2 AWG at 480V, 10 Amp Maintenance Load carried to the end of the circuit, maximum transformer size of 15 kVA)
  - b. Short Circuit Analysis and Arc Flash Analysis at all new and modified ITS Load Center locations
  - c. CCTV Bucket Truck Sightings from all proposed CCTV locations. Height of sightings will match the proposed height of the CCTV camera.
  - d. Typical Cabinet Load requirements
  - e. Utility Coordination Documentation with Power Service Providers

- 4. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
  - a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through the phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
  - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
  - j. The Designer shall provide maintenance access to all ITS infrastructure (conduits, pullboxes, manholes, devices, etc.) within the project. If a current device does not have maintenance access, the Designer shall design a method for maintenance personnel to access the site. All sites shall be reviewed by the Designer and a report shall be submitted to CFX for approval detailing how maintenance personnel will access each device site. Typical access requirements for both conduit and devices are for a 12-foot wide bucket truck or splicing van to drive to the site without having to cross a drainage ditch, pond, or berm. The Designer shall take into account sound wall locations which may block access to the ITS infrastructure. It is the Designers responsibility to provide access at all locations.

#### B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices. Splicing Diagrams shall be submitted in a CFX approved format.
- 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
- 3. The Consultant shall provide cable routing diagrams in CFX's

standard format to document the functional connectivity between proposed fiber optic conduit and splices.

4. Fiber allocation shall be provided by CFX after the 90% submittal.

#### C. Maintenance of Fiber Operations

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

#### D. Inside Plant Plans

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

#### **4.24** Toll Gantry & Service Buildings

A. This project does not include any toll collection facilities.

#### **4.25** Post-Design Services (N/A - To be Negotiated Later)

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

- 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
- 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible

Project 516-236 A-35

for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

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

#### **5.1** Record Documents

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

#### **5.2** Traffic Data

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

#### **5.3** Other

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

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

# **6.1** Right-of-Way Acquisition

- A. 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.
- B. CFX will provide aerial survey (topography and mapping) with limited control and coverage and a Project Network Control Map.
- C. CFX will provide the required title search reports and updates.

## **6.2** Utility Agreements

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

#### **6.3** Public Involvement

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

#### **6.4** Contracts and Specifications Services

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

#### **6.5** Post-Design Services

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

#### **6.6** Environmental Permits

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

# **6.7** Conceptual Specialty Design

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

#### 7.0 ADMINISTRATION

# 7.1 Central Florida Expressway Authority

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

# 7.2 CFX's Project Manager will:

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

#### 7.3 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are

depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

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

#### 7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
  - 1. Determine and highlight critical path work from initial plans as work progresses.
  - 2. Identify progress against schedule for each identified work item.
  - 3. Forecast completion dates from current progress.
  - 4. Highlight rescheduled work in any area which is out of required sequence.
  - 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
  - 6. Forecast future conflicts in any area.

#### 7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or

action required to resolve any issues.

#### 7.6 Schedule

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

# 7.7 Project Related Correspondence

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

#### **7.8** Quality Control

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

#### **7.9** Consultant Personnel

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

#### 7.10 Site Visit

A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and 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 design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
  - 1. Field survey notes and computations.
  - 2. Design criteria used for the project.
  - 3. Geometric design calculations for horizontal alignment.
  - 4. Vertical geometry calculations.
  - 5. Right-of-way calculations
  - 6. Drainage calculations
  - 7. Structural design calculations.
  - 8. Geotechnical report.

- 9. Hydraulics Report for each bridged waterway crossing.
- 10. Earthwork calculations not included in the quantity computation booklet.
- 11. Calculations showing cost comparisons of various alternatives considered, if applicable
- 12. Computations of quantities.
- 13. 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:
  - 1. 15% Line and Grade (1 CD/DVD with all files in pdf format, and one (1) hard copy set to CFX of Final Report)
  - 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  - 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  - 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  - 5. 60% Bridge Plans required only on Category 2 bridges.
  - 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of

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

#### 7.14 15% Line and Grade Submittal

A. At the completion of this phase, design and plan development should be approximately 15 percent complete

# 1. Typical Sections

- a. Mainline and crossroad
- b. Ramps

#### 2. Plan View

- a. North Arrow and Scale
- b. Baseline of Survey, equations
- c. Curve Data (including superelevation
- d. Existing topography
- e. Preliminary horizontal geometrics, dimensions
- f. Existing and proposed R/W lines
- g. Centerline of Construction
- h. Begin and end stations for project, bridges, bridge culverts and exceptions
- i. General locations of proposed retention/detention ponds

#### 3. Profile View

- a. Scale
- b. Preliminary profile grade line
- c. Equations
- d. Existing ground line with elevations at each end of sheet
- e. Begin and End stations for the project, bridges, bridge culverts and exceptions

#### 4. Interchange Detail

- a. Schematic of traffic flow
- b. Preliminary configuration and geometrics
- c. Quadrant identification
- d. Ramp labels

#### 5. Drainage Design

a. Preliminary Hydroplaning analysis

# 7.15 30% Roadway Plan Submittal

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

#### 1. Key Map Prepared

a. Location map shown complete with destinations, ranges and townships.

- b. Beginning and ending stations shown.
- c. Any equations on project shown.
- d. Project numbers and title shown.
- e. Index shown.

# 2. Drainage Map Prepared

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

#### 3. Typical Section Sheets

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

#### 4. Plan and Profile Sheets

- a. Centerline plotted.
- b. Reference points and bench marks shown.
- c. Existing topography.
- d. Base line of surveys, curve data, bearings, etc. shown.
- e. Beginning and end stations (project and construction).
- f. Geometric dimensions.
- g. Proposed and existing limited access right-of-way lines.
- h. Existing ground line.
- i. Proposed profile grade.
- j. Type, size and horizontal location of existing utilities.
- k. Drainage structures and numbers are shown
- 1. Drainage ponds are shown.

#### 5. Cross Sections

- a. Existing ground line.
- b. Preliminary templates at critical locations (not to exceed 500 feet).
- c. Existing utilities shown.

#### 6. Interchange Layout and Ramp Profiles

- a. Geometric dimensions.
- b. Proposed profile grades.

#### 7. Right-of-Way Control Survey

- 8. Signing and Pavement Markings
  - a. Striping layout.
  - b. Sign structure locations.

#### **7.16** 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.

# 7.17 60% Roadway Plan Submittal

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

#### 1. Key Map

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

#### 2. Drainage Maps

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

#### 3. Typical Section Sheets

- a. All required typical sections are included.
- b. Limited access right-of-way lines are shown.
- c. Design speed and traffic are shown.
- d. Special details have been completed.
- e. Station limits of each typical section are shown.

#### 4. Plan and Profile Sheets

a. Match lines shown.

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

#### 5. Drainage Structures

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

#### 6. Cross Sections

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

### 7. Interchange Layouts, Ramp Profiles and Intersection Details

- a. Geometric data shown.
- b. Profiles finalized.
- c. Coordinate data shown.
- d. Limited access right-of-way lines shown.
- e. Curve data shown.
- f. Bearings and bridges shown.
- g. Cross roads, frontage roads, and access roads shown.
- h. Intersection details shown.

#### 8. Traffic Control Plans

#### 9. Utility Adjustments

- 10. Signing and Pavement Marking Plans
- 11. Intelligent Transportation System (ITS) Plans
- 12. Highway Lighting Plans
- 13. Selective Clearing and Grubbing (if required)
- B. Draft Parcel Sketches and Legal Descriptions shall be submitted two months after the 60% Roadway Plan Submittal.

Project 516-236 A-49

#### **7.18** 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.

#### **7.19** 90% Roadway Plan Submittal

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

#### 1. Key Map

- a. Length of Project with exceptions shown.
- b. Index of sheets updated.

# 2. Drainage Maps

- a. Drainage divides, areas and flow arrows shown.
- b. Elevation datum and design high water information shown.
- c. Disclaimer and other appropriate notes added.

#### 3. Typical Section Sheets

#### 4. Plan and Profile Sheets

- a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
- b. Limits of side road construction.
- c. Angle and stationing for intersections.
- d. Treatment for non-standard superelevation transitions diagramed.
- e. General notes shown.
- f. Special ditches profiled.

#### 5. Drainage Structures

- a. Existing structures requiring modifications are shown.
- b. Existing and proposed utilities are shown.

# 6. Soil Borings

a. Soils data and estimated high seasonal groundwater table shown.

#### 7. Cross Section Sheets

- a. Scale and special ditch grades shown.
- b. Utilities plotted.

- c. Sub-excavation shown.
- d. Volumes computed and shown.
- 8. Utility Relocation Plans
  - a. Utility relocation plans prepared.
- 9. Traffic Control Plans
- 10. Signing and Pavement Marking Plans
- 11. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans
- 14. Selective Clearing and Grubbing (if required)
- B. Final Parcel Sketches and Legal Descriptions shall be submitted one month after the 90% Roadway Plan Submittal.
- 7.20 100% 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.
- 7.21 Pre-Bid Plans
- **7.22** Bid Set

Porter Rd Phil Ritson Way bR nolevA by note w ·Arg R SEGMENT 3 Schoffeld Rd Orange . гэке SEGMENT 2 Five Mile Rd 4 Cook Rd Schofield Rd SEGMENT 1 A San Frank Jarrell Rd Lake be werebe & (E) Lake Lousa State Park Homemon Lorde G

Exhibit "E" – Project Location Map Segment 1 (516-236)

# CONSENT AGENDA ITEM #8

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: CFX Board Members

FROM Aneth Williams /

Director of Procurement

DATE: May 20, 2022

SUBJECT: Approval of The Transtec Group, Inc. as a Subconsultant to HDR Engineering,

Inc. for Design Services for SR 516 Lake/Orange Expressway – Seg. 1

Project No. 516-236, Contract No. 001670

Board approval of The Transtec Group, Inc. as a subconsultant to HDR Engineering, Inc. to provide concrete pavement design services is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultant not disclosed when the contract was originally awarded.

Reviewed by:

Will Hawthorne, PE Director of Engineering Glenn Pressimone, PE

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

www.cfxway.com

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

CFX Contract Name: Design Services for SR 516 Lake / Orange Expressway Segm	
The state of the s	ent I CFX Contract No.: 001670
Authorization is requested to sublet the services identified below which are included in the a approval to sublet services to:	pove referenced Contract. Consultant requests
Subconsultant Name: The Transtec Group, Inc.	
Address: 6111 Balcones Dr., Austin, TX 78731	
Phone No.:512-451-6233	
Federal Employee ID No.: 74-2983615	
Description of Services to Be Sublet: The TRANSTEC Group will support HDR Engineerin  Pavement design within the project limits. This support is needed for the inclusion of the AS	account to the second to
System	
Estimated Completion Date of Sublet Services: June 30, 2023  Estimated Value of Sublet Services*: \$\sum_\text{greater than \$25,000}\$  *(Not to exceed \$25,000 without prior Board Approval)  Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to Contract with the Authority that are applicable to the subconsultant and the services to be sultant.	
mem - Z	olet;
Requested By: (Signature of Consultant Representative)	olet;
Requested By: McCacc	olet;

Attach Subconsultant's Certificate of Insurance to this Request.

# CONSENT AGENDA ITEM #9

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# MEMORANDUM

TO: **CFX Board Members** 

Aneth Williams Will FROM:

Director of Procurement

DATE: May 20, 2022

SUBJECT: Approval of Supplemental Agreement No. 2 with BCC Engineering, LLC for

Design Consultant Services for SR 516 Lake/Orange Expressway from West

of Cook Road to Lake/Orange County Line - Seg. 2

Project No. 516-237, Contract No. 001686

Board approval of Supplemental Agreement No. 2 with BCC Engineering, LLC in a not-toexceed amount of \$1,255,506.91 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional design, survey and geotechnical services associated with a bike trail, corridor floodplain compensation ponds, sheet pile and mechanically stabilized earth walls for the project.

Original Contract	\$5,00	0,000.00
Supplemental Agreement No. 1	\$	0.00
Supplemental Agreement No. 2	\$1,25	5,506.91
Total	\$6,25	5,506.91

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

Reviewed by:

Director of Engineering

#### SUPPLEMENTAL AGREEMENT NO. 2

#### TO

# AGREEMENT FOR PROFESSIONAL SERVICES

#### FINAL DESIGN

### SR 516 Lake/Orange Expressway Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR

PROFESSIONAL SERVICES FINAL DESIGN ("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 BCC ENGINEERING, 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 November 12, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated April 21, 2022 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as
  outlined in the Consultant's April 27, 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" of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$891,162.68 to \$3,403,861.30.
  - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$3,687.56.
  - c. The Subcontract Items are adjusted upward by \$487,106.88 to \$2,747,958.05 as follows:

•FBT	\$3,431.59
• Geodata	\$20,064.39
•ЕСНО	\$463,610.90

- d. The Allowance is adjusted downward by \$122,762.65 to \$100,000.00.
- e. The Total Maximum Limiting Amount is adjusted upward by \$1,255,506.91 to \$6,255,506.91.
- 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had

been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: Aneth Williams, Director of Procurement
BCC ENGINEERING, LLC
By: Print Name: Title:
Approved as to form and execution for CFX's exclusive use and reliance.
By:
Diego "Woody" Rodriguez
General Counsel



#### **MEMORANDUM**

**Date:** May 19, 2022

To: Will Hawthorne, PE CFX Director of Engineering

From: R. Keith Jackson, FE, Dewberry PM

Subject: SR 516 (Lake/Orange Expressway) Segment 2 Contract 001686

CFX Project No. 516-237 Supplemental Agreement #2

#### Comments:

We have reviewed the fee sheet and scope of services submitted by BCC Engineering, dated April 27, 2022, for Supplemental Agreement #2 (SA #2) for CFX Project No. 516-237. This requested work authorization is for additional design, survey, and geotechnical efforts associated with the bike trail, corridor floodplain compensation ponds, increased limits of local roads (Cook Rd, CR 455, and Schofield Rd) improvements and additional sheet pile and MSE walls.

The SA #2 is attached, and costs are detailed below:

\$ 891,162.68 BCC Labor Cost

\$ 487,106.88 Subconsultants (FBT, Geodata & Tierra) Labor Cost

\$ 1,378,269.56 Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, we recommend approval of this agreement in the amount of \$1,378,269.56.

Should you have questions or need additional information, please call me at 321.354.9687.

#### Cc (w/attachments):

Laura Kline, Dewberry File



Date: April 27, 2022

Project: 516-237 Lake Orange Expressway Segment 2

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

RE: SR 516 Lake Orange Expressway Segment 2 From Cook Road to the Lake/Orange County Line Supplemental Scope and Fee Proposal CFX Project 516-273

Dear Mr. Hawthorne,

Enclosed please find BCC's scope and fee proposal for Supplemental Agreement 2 for the SR 516 Lake Orange Expressway Segment 2 project.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions or require additional information, please contact me using the contract information below.

Sincerely,

**BCC** Engineering

Boyd G. Jenkins, P.E. Regional Office Manager

Boyd Jenkins

Office: 407-951-6444 Cell: 407-493-8869 bjenkins@bcceng.com

# CFX 516-237 Lake Orange Expressway Segment 2 – S.A. #2

#### 4.0 WORK PERFORMED BY CONSULTANT

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

# **4.1** Design Features

- B. Major elements of the work include the following:
  - Develop and evaluate concepts for the Schofield Road/County Road 455 intersection for interim and ultimate conditions.
  - Provide design to modify the alignment of Schofield Road as necessary to accommodate turn lanes for the interim and ultimate condition (approximately 1000 feet along Schofield Road)
  - Develop and evaluate alternatives for CR 455 within the project limits to establish the interim condition to be constructed with this project.
  - Provide approximately 45% design effort for the CR 455 ultimate condition (4 lane divided roadway) to set right-of-way for the ultimate configuration and ensure compatibility with the 2-lane interim condition constructed with this project.
  - Provide an analysis of wetland impacts for the final design in comparison to the impacts estimated by the PD&E effort. Establish the length of MSE wall required to reduce impacts to conform with the PD&E estimate and include these walls in the final design.
  - Provide design for the extension of CR 455 approximately ¼ mile south of the interchange limits to provide access to the floodplain compensation areas located with the Roper property.
  - Provide additional design as necessary to lower the profile of Cook Road based on the results of the alternatives analysis performed in the Preliminary Design Report.
  - Provide additional stormwater pond/treatments as necessary to support the lowered profile of Cook Road
  - Design a multi-use trail from the beginning of the project to CR 455 along the south side of the mainline alignment. Design to include alignments, signing and pavement markings and drainage.
  - Provide drainage analysis for the SR 516 project corridor to support determination of open or closed basin for the Sawgrass Lake-Lake Needham system

# 4.2 Governmental Agencies

A. Attend additional meetings for coordination with Lake County, SECO and Aspire to coordinate changes in the project as described in Section 4.1

# 4.4 Surveys and Mapping

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for additional geotechnical borings required for additional walls and floodplain compensation areas.

- **4.5** Geotechnical Investigation
- C. The work includes an additional 98 borings along the southerly extension of CR 455 to the south, Schofield Road widening, additional ponds and swales and additional MSE walls (approximately 2 miles) and sheet pile walls (approximately 1 mile).

# 4.11 Roadway Design

- B. Provide the additional design and contract documents as required to support the additional and modified major design elements described in Section 4.1 as follows:
  - Provide additional cross sections for the limits of Schofield Road improvements, extension of CR 455 to the south, Cook Road profile adjustment and the multi-use trail
  - 2. Provide Temporary Traffic Control analysis and plans for Schofield Road improvements.
  - 3. Provide additional analysis and comparison of alternatives for the following:
    - Wetland impact comparison of final design approach compared to the PD&E estimates
    - Comparison of alternatives for the widening of Schofield Road to provide turn lanes
  - 4. Provide additional typical sections for Schofield Road, Cook Road and the ultimate conditions of SR 516 and CR 455 along with supporting typical section details
  - 5. Provide additional plan sheets and profiles for the additional limits and work required on CR 455, Schofield Road and Cook Road.
  - 6. Add a new box culvert at CR 455

- 7. Provide structural analysis for 5 new pipe culverts under MSE walls to meet AASHTO LRFD criteria.
- 8. Provide special design for 4 of the 11 cantilever sign structures due to interference with new MSE walls

# 4.12 Structures Design

- B. Provide the additional design and contract documents as required to include the following items:
  - Provide additional signature sheets and index of drawings sheets necessary due to the additional sheet pile walls, MSE walls and additional box culvert at CR 455
  - 2. Add aesthetic plan sheets
  - 3. Add additional new Report of Core Boring Sheets
  - 4. Re-analyze beams and update pile loads at the 2 WB bridges to accommodate noise wall loading
  - 5. Add 4 additional MSE wall design and sheets as follows:

Wall 2B 5,200 feet
Wall 5 995 feet
Wall 6 572 feet
Wall 7 3,136 feet

- 6. Add a new box culvert at CR 455
- 7. Provide structural analysis for 5 new pipe culverts under MSE walls to meet AASHTO LRFD criteria.
- 8. Provide special design for 4 of the 11 cantilever sign structures due to interference with new MSE walls

### **4.13** Drainage Design

- B. Prepare additional designs and contract documents for drainage features to include the following items:
  - 1. Additional drainage basin delineations and hydrology to model contributing areas to Sawgrass Lake and Lake Needham; revision of drainage basins and hydrology due to updated LiDAR of the project area provided by Dewberry after 30% plans submission.
  - 2. Additional box culvert under the CR 455 south extension.
  - 3. Preliminary evaluation of treatment swale and pond alternatives for modified Cook Rd. and Schofield Rd. improvements

- 4. Design and plan production of proposed ponds for modified Cook Rd. and Schofield Rd. improvements.
- 5. Analysis and plan production for modification of Pond 455S to accommodate CR 455 south extension.
- 6. Development of a hydraulic analysis and technical memo for the entire SR 516 corridor to determine whether the Sawgrass Lake-Lake Needham system is an open or closed basin.
- 7. Analysis and plan production for additional floodplain compensation ponds located to the south of SR 516 to mitigate floodplain impacts for Project Nos. 516-236, 516-237 and 516-238, including revision of floodplain impacts and compensation requirements for proposed trail west of CR 455.
- 8. Additional storm drain analysis and plan production for SR 516 changes from open to closed section roadway; additional CR 455 analysis for the interim and ultimate condition, as well as CR 455 south extension.
- 9. Development of additional Dredge & Fill sketches for additional floodplain compensation sites located south of SR 516.

# **4.16** Signing and Pavement Marking Plans

A. Prepare additional design and plans required for the additional limits of work on CR 455, Schofield Road and Cook Road.

#### SUPPLEMENTAL AGREEMENT NO. 1

#### TO

## AGREEMENT FOR PROFESSIONAL SERVICES

#### **FINAL DESIGN**

#### SR 516 Lake/Orange Expressway Segment 2

THIS SUPPLEMENTAL AGREEMENT	T NO. 1 TO AGREEMENT FOR
PROFESSIONAL SERVICES FINAL DESIGN (	"Supplemental Agreement") is made and
entered into this 4th day of April	, 2022, by and between the
CENTRAL FLORIDA EXPRESSWAY AUTHO	RITY, a corporate body and agency of the State
of Florida, hereinafter called "CFX" and the const	ulting firm of BCC ENGINEERING, LLC, a
Florida corporation, hereinafter called the "CONS	SULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated November 12, 2020 ("Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

- CFX hereby authorizes the CONSULTANT to proceed with additional services as
  outlined in the Consultant's March 17, 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" of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs remain unchanged at \$2,512,698.62.
  - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$3,687.56.
  - c. The Subcontract Items are adjusted upward by \$176,496.92 to \$2,260,851.17 as follows:
    - •Geodata \$176,496.92
  - d. The Allowance is adjusted downward by \$176,496.92 to \$222,762.65.
  - e. The Total Maximum Limiting Amount remains unchanged at \$5,000,000.00.
  - 3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, 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 09:45:58-04'00'

Aneth Williams, Director of Procurement

BCC ENGINEERING, LLC

By:		09	
Print N	Vame:	Anthony Jorges	
		or of Roadway	

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

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody Rodriguez Date: 2022.04.25 12.5947-04.00"

Diego "Woody" Rodriguez

General Counsel



#### **MEMORANDUM**

**Date:** March 29, 2022

To: Will Hawthorne, PE CFX Director of Engineering

From: R. Keith Jackson, E, Dewberry PM

Subject: SR 516 (Lake/Orange Expressway) Segment 2 Contract 001686

CFX Project No. 516-237 Supplemental Agreement #1

#### **Comments:**

We have reviewed the fee sheet and scope of services submitted by BCC Engineering, dated March 17, 2022, for Supplemental Agreement #1 (SA #1) for CFX Project No. 516-237. This requested work authorization is for additional survey and right of way mapping associated with the addition of floodplain compensation pond on the Roper parcel.

The SA #1 is attached, and costs are detailed below:

```
$ 0.00 BCC Labor Cost

$ 176,496.92 Subconsultant (Geodata) Labor Cost

$ 176,496.92 Total Requested
```

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, we recommend approval of this agreement in the amount of \$176,496.92.

Should you have questions or need additional information, please call me at 321.354.9687.

#### Cc (w/attachments):

Laura Kline, Dewberry File



Date: March 17, 2022

Project: 516-237 Lake Orange Expressway Segment 2

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

RE: SR 516 Lake Orange Expressway Segment 2 From Cook Road to the Lake/Orange County Line **Supplemental Scope and Fee Proposal** CFX Project 516-273 •

Dear Mr. Hawthorne,

Enclosed please find BCC's scope and fee proposal for Supplemental Agreement 1 for the SR 516 Lake Orange Expressway Segment 2 project.

Please review the fee proposal and provide approval or comments at your earliest convenience. If you have any questions or require additional information, please contact me using the contract information below.

Sincerely,

**BCC Engineering** 

Boyd G. Jenkins, P.E. Regional Office Manager

Office: 407-951-6444 Cell: 407-493-8869 bjenkins@bcceng.com

## CFX 516-237 Lake Orange Expressway Segment 2 - S.A. #1

#### 4.0 WORK PERFORMED BY CONSULTANT

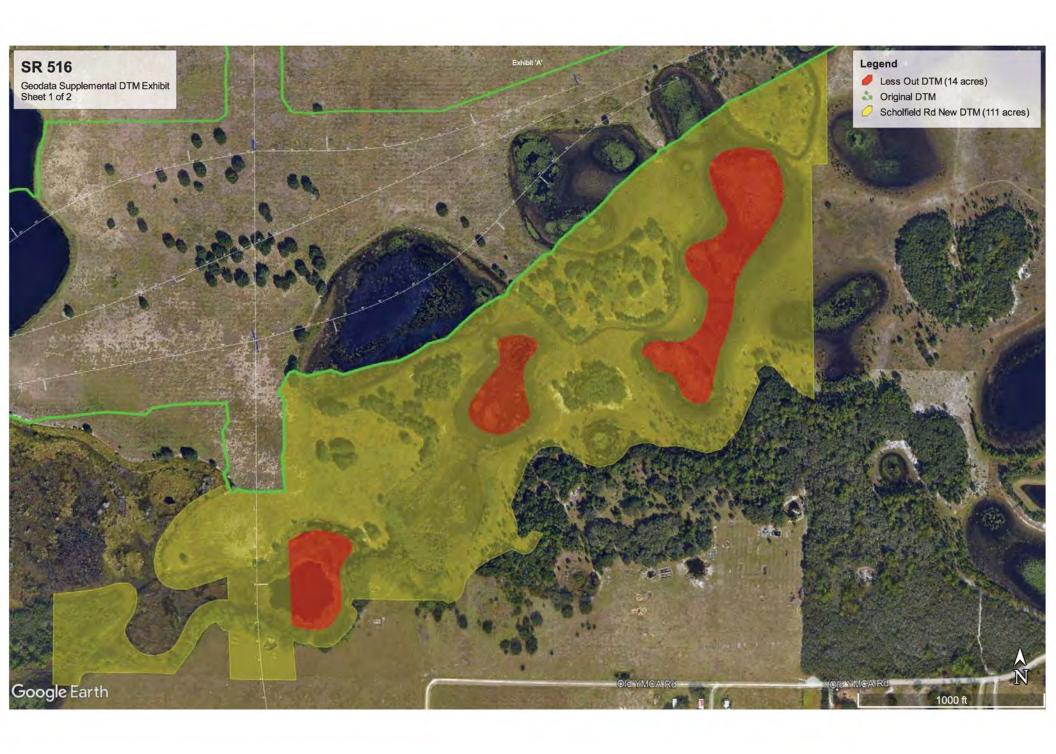
The consultant shall be responsible for the work outlined in this section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

- 4.4 Surveys and Mapping
- \*E. Topography
  - 1. Extend topographic survey approximately 1/4 mile south of SR 516 along the projected alignment of CR 455.
  - 2. Provide an additional 101.5 acres of topographic survey to encompass new or revised pond or floodplain compensation areas, and as required to locate the tie-down elevation for Lake Needham and Lake Sawgrass.
- J. Jurisdictional Line Surveys

Survey additional wetland areas flagged by others related to adjusted or new pond locations

• 4.20 Right of Way Maps

Provide additional mapping for two additional parent tracts and acquisition parcels





# **AGREEMENT**

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **AND**

**BCC ENGINEERING, LLC** 

DESIGN CONSULTANT SERVICES FOR SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE

**PROJECT NO. 516-237, CONTRACT NO. 001686** 

CONTRACT DATE: NOVEMBER 12, 2020 CONTRACT AMOUNT: \$5,000,000.00

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

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

#### **FOR**

# SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE PROJECT NO.516-237

**DESIGN SERVICES** 

**CONTRACT NO. 001686** 

**NOVEMBER 2020** 

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY** 

#### TABLE OF CONTENTS

Section	<u>Title</u>	
AG	Agreement	1 - 20
A	Exhibit "A", Scope of Services	
В	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
Е	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

## Table of Contents

1.0.	DEFINITIONS	1
2.0.	SERVICES TO BE PROVIDED	1
3.0.	TERM OF AGREEMENT AND RENEWALS	2
4.0.	PROJECT SCHEDULE	2
5.0.	PROFESSIONAL STAFF	3
6.0.	COMPENSATION	4
7.0.	DOCUMENT OWNERSHIP AND RECORDS	5
8.0.	COMPLIANCE WITH LAWS	7
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0.	TERMINATION	7
	ADJUSTMENTS	
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	9
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS	10
14.0.	THIRD PARTY BENEFICIARY	10
15.0.	INSURANCE	10
16.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS	12
17.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	13
18.0.	DOCUMENTED ALIENS	14
19.0.	E-VERIFY CLAUSE	14
20.0.	INSPECTOR GENERAL	14
21.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	14
22.0.	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473	15
	AVAILABILITY OF FUNDS	
24.0.	AUDIT AND EXAMINATION OF RECORDS	15
25.0.	GOVERNING LAW AND VENUE	17
26.0.	NOTICE	17
27.0.	HEADINGS	17
28.0.	CONTRACT LANGUAGE AND INTERPRETATION	18
	ASSIGNMENT	
30.0.	SEVERABILITY	18
31.0.	INTEGRATION	18
32 N	ATTACHMENTS	18

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of November 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 BCC Engineering, 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 160 N. Westmonte Drive, Suite 2000, Altamonte Springs, FL 32714.

#### WITNESSETH:

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

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

#### 1.0. DEFINITIONS.

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

#### 2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 516 Lake Orange Expressway from West of Cook Road to Lake/Orange County Line identified as Project No. 516-237 and Contract No. 001686.

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

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

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

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

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

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

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

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

#### 3.0. TERM OF AGREEMENT AND RENEWALS

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

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

#### 4.0. PROJECT SCHEDULE

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

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

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

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

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

#### 5.0. PROFESSIONAL STAFF

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

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

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

The approved subconsultants are:

Bentley Architects and Engineers, Inc. Class I Brindley Pieters and Associates, Inc. Class I Echo UES, Inc. Class I and (Survey) Class II Geodata Consultants, Inc. Class I and (Survey) Class II Metric Engineering, Inc. Class I Tierra, Inc. Class II Florida Bridge and Transportation, 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. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$5,000,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5)

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

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

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

#### 7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 160 N. Westmonte Drive, Suite 2000, Altamonte Springs, FL 32714.

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.

Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), 8.1 STATUTES. CONSULTANT MAINTAINS FLORIDA PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS THEREFORE, **PURSUANT** TO CONTRACT. SECTION STATUTES, AN 558.0035(1)(C), FLORIDA 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, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

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

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

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of

that statute are not otherwise applicable to the matters as set forth herein.

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

#### 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

#### 14.0. THIRD PARTY BENEFICIARY

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

#### 15.0. INSURANCE

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

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

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

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

- Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- 15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/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.

- 15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.
- 15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) 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.

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

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or

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

#### 17.0. 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.

#### 18.0. DOCUMENTED ALIENS

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

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

#### 19.0. E-VERIFY CLAUSE

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

#### 20.0. 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.

# 21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

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

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

#### 22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

#### 23.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this 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.

#### 24.0. AUDIT AND EXAMINATION OF RECORDS

#### 24.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account,

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

- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.
- 24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.
- 24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 25.0. GOVERNING LAW AND VENUE

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

#### 26.0. NOTICE

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

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

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

To CONSULTANT: BCC Engineering, LLC

160 N. Westmonte Drive, Suite 2000

Altamonte Springs, FL 32714

Attn: Boyd Jenkins, P.E., Senior Project Manager

BCC Engineering, LLC

160 N. Westmonte Drive, Suite 2000

Altamonte Springs, FL 32714 Attn: Alfred Lurigados, PE

#### 27.0. HEADINGS

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

#### 28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

#### 29.0. ASSIGNMENT

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

#### 30.0. SEVERABILITY

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

#### 31.0. INTEGRATION

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

#### 32.0. ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

Exhibit "F", Project Schedule Exhibit "G", Potential Conflict Disclosure Form

SIGNATURES TO FOLLOW ]

Project No. 516-237 Contract No. 001686

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 November 12, 2020.

BCC ENGINEERING, LLC	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY:	BY: Aneth Williams Digitally signed by Aneth Williams Date: 2020,12.22 09:38:45-05'00'
Authorized Signature	Director of Procurement
Print Name: JOSE MUNO2	Print Name:
Title: CEO	Effective Date:
ATTEST: Healty Molendes (al) Secretary or Notary Joudy Molendes	TRUDY L. MOLENDYK Notary Public – State of Florida Commission # GG 162327 My Comm. Expires Jan 26, 2022 Bondod through National Notary Assn
Approved as to form and execution, only.	
Laura N. Kelly, Associate Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2020 12 22 09:31:24-05'00'	

General Counsel for CFX

# EXHIBIT A SCOPE OF SERVICES

#### Exhibit A

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

**FOR** 

SR 516 From West of Cook Road to Orange County/Lake County Line to SR 429 (Segment 2)

**PROJECT NO. 516-237** 

**CONTRACT NO. 001686** 

IN LAKE COUNTY, FLORIDA

October 9, 2020

# Exhibit A SCOPE OF SERVICES

<u>Description</u> <u>Page No. A-</u>

### Table of Contents

1.0	GENE	RAL	5	
	1.1	Location		
	1.2	Description		
	1.3	Purpose		
	1.4	Organization		
	1.5	Term of Agreement for Design Services	<i>6</i>	
2.0	STANI	DARDS	6	
3.0	DESIGN CRITERIA			
	3.1	General		
	3.2	Geometry	, , , , , , , , , , , , , , , , , , ,	
	3.3	Bridge and Other Structures	<u>9</u>	
4.0	WORK	WORK PERFORMED BY CONSULTANT		
	4.1	Design Features	10	
	4.2	Governmental Agencies	10	
	4.3	Preliminary Design Report (PDR) - Review	10	
	4.4	Surveys and Mapping	1	
	4.5	Geotechnical Investigation	14	
	4.6	Contamination Impact Analysis	15	
	4.7	Pavement Design	15	
	4.8	Governmental Agency and Public Meetings	15	
	4.9	Environmental Permits	15	
	4.10	Utilities	16	
	4.11	Roadway Design	18	
	4.12	Structures Design	19	
	4.13	Drainage Design	19	
	4.14	Roadway Lighting	20	
	4.15	Traffic Engineering	22	
	4.16	Signing and Pavement Marking Plans	22	
	4.17	Signalization Plans	23	

	4.18	Right-of-Way Surveys	23
	4.19	Certified Right of Way Control Survey	24
	4.20	Right of Way Maps	25
	4.21	Cost Estimates	28
	4.22	Special Provisions and Specifications	28
	4.23	Fiber Optic Network (FON)	28
	4.24	Toll Gantry	32
	4.25	Post-Design Services	33
	(N/A -	- To be Negotiated Later)	33
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE		34
	<b>5.1</b>	Record Documents	34
	5.2	Traffic Data	35
	5.3	Other	35
6.0	WORK	K PERFORMED BY CFX OR ITS DESIGNEE	35
	6.1	Right-of-Way Acquisition	35
	6.2	Utility Agreements	36
	6.3	Public Involvement	36
	6.4	Contracts and Specifications Services	36
	6.5	Post-Design Services	36
	6.6	Environmental Permits	36
	6.7	Conceptual Specialty Design	36
7.0	ADMI	NISTRATION	37
	7.1	Central Florida Expressway Authority	37
	7.2	CFX's Project Manager will:	37
	7.3	Consultant	37
	7.4	Project Control	38
	7.5	Work Progress	38
	7.6	Schedule	39
	7.7	Project Related Correspondence	39
	<b>7.8</b>	Quality Control	39
	7.9	Consultant Personnel	39
	7.10	Site Visit	39
	7.11	Acceptability of the Work	39
	7.12	Design Documentation	40
	7.13	Reviews and Submittals	41

7.14	15% Line and Grade Submittal	42
7.15	30% Roadway Plan Submittal	43
7.16	30% Bridge and Structural Plan Submittal	44
7.17	60% Roadway Plan Submittal	45
7.18	90% Bridge and Structure Plan Submittal	46
7.19	90% Roadway Plan Submittal	46
7.20	100% Roadway, Bridge, Structural and Right-of-Way Plans	48
7.21	Pre-Bid Plans	48
7.22	Bid Set	48

#### 1.0 GENERAL

#### 1.1 Location

A. See EXHIBIT "E", Project Location Map.

## 1.2 Description

The services will include final design and preparation of construction drawings for the proposed SR 516 from west of Cook Road to Orange County/Lake County Line to SR 429 (Segment 2). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between Cook Road and the Orange County/Lake County Line, a local interchange with proposed CR 455 extension, toll gantries for the CR 455 interchange and new local road construction of CR 455, a four-lane divided roadway between the interchange ramps and Schofield Road. This project will include construction of new bridge structures over Cook Road and proposed CR 455 extension. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, interchange and sign lighting, signing and pavement markings, intelligent transportation systems (ITS), toll gantries, maintenance of traffic, utility design and coordination, right-of-way mapping, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

# 1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed SR 516 from Cook Road to Orange County/Lake County line.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of an 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 the work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

## 1.4 Organization

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

and the Consultant.

## 1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within Twenty-Four (24) 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 additional design fees as a result of making changes due to review comments.
  - 1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones, as outlined in Section 7.14 through 7.21.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks using Microsoft Project.

## 2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
  - 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition, and updates thereafter as confirmed by CFX, shall be used for this project.
  - 2. The FDOT Standard Plans (FY 2020 2021)
  - 3. The 2020 FDOT Design Manual
  - 4. The 2020 FDOT Basis of Estimates Handbook
  - 5. The AASHTO Policy on Geometric Design of Highway and Streets

(Green Book), 2011 edition

- 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended
- 7. CFX Design Guidelines 2019 Edition

#### 3.0 DESIGN CRITERIA

#### **3.1** General

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

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

# **3.2** Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond)	30 Local 45 Urban
Horizontal Alignment			
Max. Curve, Degrees	3° 30'	24° 45' Loop	20°
		8° 15' Diamond	
		8° 15' Directional	
Max.			
Superelevation, ft/ft.			
	0.10	0.10	0.05 Urban

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Lane Drop Tapers			0.10 Rural
Transitions	70:1	50:1	
	Use spirals for	Use spirals for curves >	Use spirals for
	curves > 1° 30'	1° 30'	curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph)	5% Arterial Rural
Vertical Curvature			Rural
(K=Len./%grade			
Crest	506	31 (30 mph)	
	290 to 540	136 (50 mph)	31 to 136
	AASHTO	110 to 160 Other	
		(AASHTO)	
Sag	206	31 (30 mph)	
	150 to 200	136 (50 mph)	37 to 96
	AASHTO	90 to 110 Other	27 10 70
		(AASHTO)	
Decision Sight	Refer to AASHTO	N/A	N/A
Cross Sections			
	12	12 dual lanes	12 inner lanes
Lane Widths, ft.	12	15 min. single lane	12-16 outer lanes
Shoulder width, ft.	4-Lane	_	12 10 0 500 1 10120
Right	14 (12 paved)	Single Lane 6 (4 paved)	8 (4* paved)
Left	14 (12 paved)		4 (4 paved)
		6 (2 paved)	* min. 5' paved
	6-Lane	Dual Lane	
Right	14 (12 paved)	10* (8* paved)	
Left	14 (12 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	12	6	

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Left	12	6	
	6(or more)-Lanes	Dual	
Right	12	Lane 10	
Left	12	6	
Cross Slopes		2%	
Traffic Lanes	2% (4-lane)		2%
	3% or tbd (6-lane)		3% or tbd (6-lane)
Bridge Lanes	2% typ. (no break)	5%	
Left Shoulder	Match Mainline	6%	5%
Right Shoulder	Match Mainline		6%
Median Width	74' (min.)	N/A	22' or 40'
(4-lane), ft.	26' (with barrier)		
(E.O.P./E.O.P.)	,		
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical			
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. min., fifteen (15) ft. preferred from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per FDM Section 211.15
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

#### **3.3** Bridge and Other Structures

A. The plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

#### 4.0 WORK PERFORMED BY CONSULTANT

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

# 4.1 Design Features

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

The services will include final design and preparation of construction drawings for the proposed SR 516 from west of Cook Road to the Orange County/Lake County Line. Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between Cook Road and the Orange County/Lake County Line, a local interchange with proposed CR 455 and new local road construction of CR 455, a four-lane divided roadway. This project will include construction of new bridge structures over Cook Road and CR 455. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, interchange and sign lighting, signing and pavement markings, ITS, toll gantries, maintenance of traffic, utility design and coordination, right-of-way mapping, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

# **4.2** Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of the interested agencies involved. These agencies may include, but are not necessarily limited to Lake County, FDOT, FDEP, US Army Corps of Engineers, and the St Johns River Water Management District.

#### **4.3** Preliminary Design Report (PDR) - 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, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve outstanding differences and agree upon a final layout for the project.

B. Preliminary Design Report - Review: Brief report addressing the following items at a minimum:

- 1. Design criteria
- 2. Horizontal alignment of SR 516 and CR 455
- 3. Vertical alignment of SR 516, Cook Road, and CR 455
- 4. Typical sections for SR 516, Cook Road, and CR 455
- 5. Potential wall locations along SR 516
- 6. Pavement analysis
- 7. Hydroplaning analysis
- 8. Drainage pond locations
- 9. Utility relocations
- 10. Maintenance of traffic
- 11. Construction feasibility
- 12. Sustainability Opportunities

# **4.4** Surveys and Mapping

A. The 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 field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, environmental, 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, 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.

CFX will provide aerial survey (topography and mapping) with limited control and coverage. Section 6.01 defines the work performed by CFX or its designee.

CFX has performed a Project Network Control Survey and documented the location and values at approximately one-half mile intervals. The

Consultant shall supplement this information with additional points as necessary to meet project requirements.

## B. Alignment

- 1. 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 1400-foot intervals along alignment.
- 2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
- 3. Station all alignments at 100' intervals.
- 4. 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.
- 2. Show obstructions where alternate references are set.

## D. Bench Levels

- 1. The Consultant shall establish new benchmarks at 1000' intervals along all alignments, using stable points.
- 2. The Bench Run will be based on closures between established benchmarks provided by CFX.

# E. Topography

- 1. Planimetric mapping and data merging to develop an updated digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.
- 2. Cross-sections will be performed at 1000' intervals along the SR 516 to verify DTM.
- 3. 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 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

As needed for engineering design, the Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane at 100' intervals and perform utility surveys of side streets.

## I. Bridge Survey (N/A)

Provide bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static LIDAR for clearance, features, and other extraction needed to support design.

# J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC.

## 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. New right-of-way is anticipated.

M. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points.

## N. CFX ITS/FON (N/A)

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 make sure that the FON is

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

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

## 4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests, according to CFX requirements. The Consultant shall adhere to 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, 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, , 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.
- 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 the necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

## **4.6** Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and 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 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 for the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

# 4.7 Pavement Design

- A. The Consultant shall prepare the pavement designs as appropriate in accordance with the requirements of the FDOT Pavement Design Manual for mainline, ramps, cross streets, and shoulders.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary. A Pavement Type Selection Report is not included in the Scope of Work for this project.

## **4.8** Governmental Agency and Public Meetings

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

#### **4.9** Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for environmental permits. The Consultant shall provide the information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing 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, as requested.
- 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
- 3. Provide aerial maps at a 1"=400' scale which include NRCS soils data, 100-year floodplain limits and proposed project.
- 4. Provide plans, calculations, sketches and reports required for permits except as described above.
- 5. Provide copies of drainage calculation, including pond routing nodal diagrams, for the project.
- 6. Assist CFX in responding to requests for additional information made by regulatory agencies after the permit application is submitted.
- 7. Incorporate changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
- 8. Prepare a list of adjacent landowners along with address and nine- digit zip code at the wetland encroachment sites.
- 9. Provide permit application material in .pdf format.
- 10. The Consultant will provide dredge and fill sketches as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
- 11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
- 12. Preliminary field evaluation of general land use and wildlife habitat within proposed ROW, as requested.

#### 4.10 Utilities

#### A. Location

The Consultant shall obtain available utility mapping and information and identify the 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. Existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

# B. Utility Coordination

- 1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
- 2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
- 3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
- 4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
- 5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
- 6. The Consultant shall obtain utility work schedules from the utility companies for the utility relocation or adjustments required to accommodate construction.
- 7. The Consultant shall prepare the Utility Certification Letter certifying that the utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
- 8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

## 4.11 Roadway Design

A. A Typical Section Package was approved with the PD&E Study. Available typical sections shall be reviewed as part of the Preliminary Design Report and changes submitted to CFX for review and approval. When cross roads or other facilities are maintained by another agency, the Consultant must coordinate approval of that typical section with the maintaining agency.

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.

The consultant shall coordinate the relevant design elements with adjacent design teams. This effort shall include any required meetings with adjacent design teams.

- B. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
  - 1. Cover sheet (key sheet)
  - 2. Summary of Pay Items
  - 3. General notes
  - 4. Summary Quantities sheets
  - 5. Project Layout
  - 6. Typical roadway sections
  - 7. Typical roadway details
  - 8. Plans and profiles (plans at 1"=50' scale)
  - 9. Interchange layout plans (1" = 100' scale)
  - 10. Ramp Terminal Details (1"= 50' scale)
  - 11. Crossroad plans and profiles (1" = 50" scale)
  - 12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
  - 13. Earthwork quantities
  - 14. Traffic Control Sheets including Temporary Drainage

- 15. Utility Adjustment Sheets as deemed necessary
- 16. Details
- 17. Special provisions
- 18. Special specifications

## **4.12** Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams for widened bridges.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
  - 1. Bridge designs will be provided for the bridges.
  - 2. Retaining walls, including Critical Temporary walls
  - 3. Box Culverts
  - 4. Approach slabs
  - 5. Details
  - 6. Summary quantity tables
  - 7. Special provisions and specifications
  - 8. Stage construction-sequencing details
  - 9. Sign/Signal structures
  - 10. Noise walls (Locations to be determined)
  - 11. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review and approval.
  - 12. ITS Devices

## 4.13 Drainage Design

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

- 1. Perform drainage design in accordance with the approved criteria from Section 3.1D.
- 2. Finalize the pond design at the 30% submittal.
- 3. Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.
- 4. Notify CFX's Project Manager immediately if deviation from approved design criteria is anticipated.
- 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
- 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
- 7. Prepare a pond siting report.
- 8. Prepare a bridge hydraulic report
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
  - 1. Connector pipes
  - 2. Drainage structure details
  - 3. Storm drain and culvert profiles and/or drainage cross-sections
  - 4. Lateral ditches/channels
  - 5. Outfall ditches/channels
  - 6. Retention/detention ponds/exfiltration system

#### **4.14** Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include installation of all CFX lighting on the corridor (including the entire mainline of SR 516, ramps, gore areas and transition areas) to as 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. The Consultant shall prepare a Lighting Design Analysis Report (LDAR). The LDAR shall include lighting photometric analysis, electrical load analysis, voltage drop calculations, device coordination, short circuit current analysis, arc flash hazard analysis, structural calculations for any special conventional pole concrete foundations, and other related documentation. In addition, the Consultant shall perform an evaluation of various lighting design alternatives which consider factors such as pole configuration, pole heights, arm lengths, luminaire wattages, and optics. A single alternative should be implemented on the project. The evaluation should be based on safety, constructability, maintainability, economics, and consistency with the adjacent projects. The LDAR shall also include all coordination correspondence with the local power company and confirmation on the final locations of distribution transformer and service poles.
- 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. Signature Sheet
  - 3. Tabulation of Quantities
  - 4. General Notes and Pay Item Notes
  - 5. Legend and Pole Data Sheet(s) (Roadway Lighting)
  - 6. Luminaire Data (Sign and Underdeck Lighting)
  - 7. Project Layout sheet
  - 8. Plans sheets
  - 9. Underdeck Lighting Plans
  - 10. Underdeck Lighting Monitoring Details
  - 11. Remote LED Driver Cabinet Details
  - 12. Sign Lighting Details
  - 13. Service point detail shall include wiring schematics, one-line, and riser diagrams, panelboard schedules with breaker panel assignments, electrical equipment and load center sizing, grounding and bonding, surge protection, and typical power service installation details
  - 14. Special Details (Arc Flash Warning Label Design and Notes)

D. All sign and pendant hung mounted underdeck lighting systems shall be designed to accommodate the remote LED driver cabinets including photocell receptacle(s) for the future wireless node installations. Wall or pier cap mounted underdeck luminaires are self-contained with LED drivers and photocell receptacles and no need for remote LED driver cabinet installation. All roadway lighting luminaires also need to be equipped with photocell receptacles to be used for the future wireless node installations.

## **4.15** Traffic Engineering

#### A. Traffic Data

- 1. Traffic data will be furnished by CFX.
- 2. The Consultant will review and analyze the traffic data provided and develop recommended geometry at the intersections, including the number of turn lanes and storage lengths.

#### B. Maintenance of Traffic Plans

- 1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1"=100' to safely and effectively move vehicular and pedestrian traffic during the 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.
- 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
- 3. Traffic shall be maintained during the phases of project construction at locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

## **4.16** Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

## 4.17 Signalization Plans

- A. The Consultant shall develop conceptual designs for 3 intersections including layouts showing preliminary signal pole locations, signal equipment, conduit and pull boxes. An analysis of signal visibility will be completed at the ramp intersections for the approaches under the bridge.
- B. Final Signalization Plans will not be developed. Only the conduit and pull boxes will be installed with this project and will be shown in the ITS plans.

# **4.18** Right-of-Way Surveys

#### A. Section Line Ties

- 1. The Consultant shall perform a Control survey to locate Certified Corner Record locations, and prepared new Certified Corner Record forms.
- 2. Perform Section and fractional Section line surveys required for the R/W Control Surveys and R/W Mapping.

## B. Subdivision Ties/Property Line Ties

- 1. Tie all subdivisions including condominium boundaries, at the beginning and end; block lines, and street right of way lines to the alignment. Ties will be made by closed traverse to assure acceptable closure. All block corners shall be found or set in the field with corners properly identified with size and type and shown on the R/W Control Survey.
- 2. Make individual property line ties where apparent property line disputes may occur. If information is available from local surveyors, submit copies of their surveys.
- C. Maintained R/W Survey (Not required)
- D. Mean High Water/Safe Upland Line Survey (Not required)
  - 1. Perform a Safe Upland Line Survey for the locations where the facility crosses Sovereign Waters of the State of Florida.
- E. R/W Monumentation (Not required)
- F. Stake R/W Parcels (Not required)

At the completion of the Design and Right of Way Surveys, provide all field books, certified to CFX, and copies of electronic files on CDROM, with certification attached.

# **4.19** Certified Right of Way Control Survey

The field Right of Way survey will serve as the basis for the Right of Way Maps and shall be presented in the format of a certified drawing on 24" x 36" in pdf format, no hard copies. The Consultant shall certify this drawing as Specific Purpose Survey, which meets the Standards of Practice adopted by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code. These survey drawings shall be at a scale of 1 inch = 400 feet for a key map and a scale of 1 inch = 50 feet for detail sheets or at a scale acceptable to CFX. The surveyor shall furnish CFX with four (4) signed, sealed and certified copies of the above maps along with the original reproducible film copy and the CADD drawing files on disk.

The Consultant shall submit Right of Way Control Survey maps to CFX for review at the following stages of completion, with data as specified.

- A. 60% Right of Way Control Survey (Detail Sheets)
  - 1. Complete alignment data, including beginning of survey station, all curve data, bearing on alignment, all intermediate control point stations, end of survey station. Show all control points identified as to type and size of material set at each respective point.
  - 2. All subdivisions, including condominium boundaries, with a station where the alignment and each subdivision line intersect. A sufficient amount of field ties must be made in order to establish the original block boundaries or existing right of way as shown on existing right of way maps in each subdivision and or condominium. A distance from alignment to the existing right of way line or nearest found or set corner and bearings and distances on all subdivision lines which were intersected with the alignment, all lot and block numbers, street names, plat book, page, and official name of each subdivision.
  - 3. Key Maps with any revisions or corrections
- B. 90% Right of Way Control Survey
  - 1. All revisions required to support the complete Right of Way Mapping.
- C. 100% Right of Way Control Survey
  - 1. Signed and sealed copies and final CADD files
- D. Computer Mapping All survey maps will be prepared using CADD and A-24

all submittals will include:

- 1. CADD files in Microstation format. All maps will include point names generated on CADD level 62.
- 2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

# **4.20** Right of Way Maps

Right of Way Map shall be accurate, legible, complete, plotted to a scale as directed by CFX. Right of Way Maps, Parcel Sketches and Legal Land Descriptions shall be prepared under the direction of a Surveyor and Mapper licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. Right of Way Map shall be prepared in accordance with FDOT Surveying and Mapping Handbook, March 29, 2019 edition.

Right of Way Maps shall be plotted on 24" x 36" pdf format, no hard copies, at a scale of 1 inch = 50 feet for Detail Sheets or at a scale acceptable to CFX. These scales should be adjusted appropriately to facilitate "uncluttered" mapping, depicting the necessary data without confusion to the users. Text size for mapping should not be smaller than 1/10".

The Consultant shall submit Map Sheets to CFX for review at the following stages of completion, with data as specified:

#### A. 60%, and 90% Right of Way Maps

- 1. Area of taking fully dimensioned with the bearings, distances and curve data, and parcel number bubble.
- 2. Dimensions shown on all remainders. Dimensions of large remainders may be shown as an insert at a larger scale.
- 3. Curve and Line tables may be used to eliminate clutter, but should be used only as needed, and shall be placed on sheets where the curves are shown.
- 4. Areas of large takings/remainders (one-half acre or more) shall be shown in acres, to 3 decimal places. Areas of small takings/remainders (less than one-half acre) shall be shown to the nearest square foot.
- 5. Completed Title Block (all spaces must be filled in; if not applicable,

- show N/A). In using the strip title block, avoid placing text or mapping within 1" above the REVISION blocks.
- 6. Limits of Construction consistent with Design Plans, including cross-sections, drainage, mitigation, etc.

#### B. 100% Right of Way Maps

- 1. Completed Right of Way Maps revised in accordance with prior reviews.
- 2. Map information agrees exactly with the Parcel Sketch and Legal Description.

## C. Computer Mapping

All Right of Way Maps will be prepared using the latest CADD version and submittals will include:

- 1. CADD files in Microstation format. All maps will include point names generated on CADD level 62.
- 2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

## D. Title Search

1. CFX shall furnish the Consultant the Title Search Reports for the parcels affected by the proposed right of way throughout the project.

#### E. Parcel Sketches and Legal Descriptions

- 1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.13. Draft Parcel Sketches shall be prepared to a legible scale on 8-1/2" x 11" size for each taking, including Limited Access Right of Way, non- Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only, and will include:
- 2. Boundary and dimensions of parent tract and approximate dimensions of taking and remainder
- 3. Existing easements affecting the property

- 4. Improvements, buildings
- 5. Approximate areas of each taking and remainder
- 6. North arrow and scale
- 7. "DRAFT PARCEL SKETCH", Project Number and Parcel Number prominently displayed at the top of the page
- 8. Border with space for recording reserved at the upper right corner.

# F. Final Parcel Sketches and Legal Descriptions

- 1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.13. Prepare final parcel sketches and legal descriptions for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only.
- 2. Separate descriptions will be prepared for Limited Access and non-Limited Access Right of Way, even if the whole parcel is taken, and dimensioned on sketch.
- 3. Parcel Sketches and Legal Descriptions will be prepared for FDOT, County, and Municipality Right of Way.
- 4. Parcel Sketches and Legal Descriptions will include:
  - a. Boundary and dimensions of taking and remainder.
  - b. Existing easements affecting the property.
  - c. Improvements, buildings, with ties to taking line where within 25 feet.
  - d. Point of Commencement, Point of Beginning and monumentation referenced in the Legal Description.
  - e. "SKETCH AND LEGAL DESCRIPTION", Project Number and Parcel Number prominently displayed at the top of the page.
  - f. Areas of each taking and remainder.
  - g. North arrow and scale.
  - h. Border with space for recording reserved at the upper right corner.
  - i. Legal descriptions of Limited Access taking, (with Limited access clause), Right of Way takings, proposed easements.
  - j. All calls for adjoiners, including Section and fractional Section lines, Lot and Block lines, right of way lines, (with reference to maps if available).

- k. The Point of Commencement or Point of Beginning will be a monumented point outside limits of construction and will be a well-defined point of a Section or Grant.
- 5. Parcel Sketches and Legal Descriptions submitted for review shall include Geopak parcel closure files, (or alternate computation software,) and Microstation .dgn files, (separate files for each sheet).

#### **4.21** 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.

## **4.22** 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.

## **4.23** Fiber Optic Network (FON)

## A. Fiber Optic Infrastructure Plans

- 1. The site construction plans shall be developed at a scale of 1" = 50 feet. These plans shall include the relocation of existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall utilize the latest CFX ITS Design Standards or Plan Details provided by CFX. Any deviation from the standards/details provided shall be pre-approved by CFX before implementation into the plan set. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.
- 2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Right-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON
  - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - e. Manhole/Pull box locations and stub-out details (standard details provided)

- f. Device layout
- g. Device installation details
- h. Conduit installation details (standard details provided)
- i. Fiber optic cable route marker detail (standard details provided)
- j. Fiber count per conduit
- k. Communications interconnect
- 1. Connectivity with the FON backbone conduits
- m. Fiber cable splice details for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Power interconnect (conduit size and type)
- p. Power conductors to each device location
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- Design power infrastructure that follows CFX ITS Standards. V. Design 2-2" power conduits to each proposed ITS device site. The designer shall be mindful of system redundancy. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstance shall a single power service support devices that are spliced to the same fiber pair on separate sides of the road. If during design, the Design team meets the maximum power requirements as stated within the contract documents then additional power service locations shall be obtained from the power service provider. The Design team shall add additional power service locations/load centers to minimize the distance of the electrical circuit. ITS load centers shall not be shared by any other component (Lighting, Tolling, etc.) unless approved by CFX.
- w. Design 9-1" conduits within the entire length of the new outside shoulder, roadway and bridge. This will be installed in both directions (EB and WB) of the proposed roadway and shall include 2-72 SM fiber optic cable.
- x. Design CCTV cameras to provide 100% video coverage (includes roadway under the flyovers) of the roadway. This includes the shoulder, roadway, ramps and roadways under the flyovers. The ITS devices shall interface with the existing ITS system.

Project 516-237

- y. Design the Data Collection Sensor (DCS) for all exit ramps (including interchange to interchange ramps) and DMS signs within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- z. Design of a walk-in 3-Line dynamic message sign (DMS) to be centered over the proposed roadway, including structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- aa. Design Traffic Monitoring Station (TMS) for all ramps (onramps, off-ramps & split ramps) within the project limits. This includes the traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- bb. ITS devices within the project limits shall be gigabit Ethernet field switches, and other cabinet equipment as needed to meet current CFX ITS equipment standards.
- cc. Design the Wrong Way Driving System for all exit ramps within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets. CFX ITS design standards shall be provided to the Designer for use within their plans. Install new WWDS at the following off-ramps:
  - o CR 455 EB off-ramp
  - o CXR 455 WB SB off-ramp
- dd. Design of Arterial Dynamic Messaging Signs (ADMS) which shall include structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). ADMS shall be designed to be instated at the following sites:
  - Not applicable
- 3. A Design Methodology Report shall be submitted as part of the 90%, 100%, Pre-Bid and Bid Submittal for approval from CFX. The Design Methodology Report shall be submitted in a CFX approved format. This report shall be in accordance with the latest CFX ITS requirements and include, but not be limited to:
  - a. Voltage Drop Calculations (5% maximum voltage drop, maximum wire size of #2 AWG at 480V, 10 Amp Maintenance Load carried to the end of the circuit, maximum transformer size of 15 kVA)
  - b. Short Circuit Analysis and Arc Flash Analysis at all new and modified ITS Load Center locations
  - c. CCTV Bucket Truck Sightings from all proposed CCTV

- locations. Height of sightings will match the proposed height of the CCTV camera (N/A)
- d. Typical Cabinet Load requirements
- e. Utility Coordination Documentation with Power Service Providers
- 4. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
  - a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through the phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
  - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
  - j. The Designer shall provide maintenance access to all ITS infrastructure (conduits, pullboxes, manholes, devices, etc.) within the project. If a current device does not have maintenance access, the Designer shall design a method for maintenance personnel to access the site. All sites shall be reviewed by the Designer and a report shall be submitted to CFX for approval detailing how maintenance personnel will access each device site. Typical access requirements for both conduit and devices are for a 12-foot wide bucket truck or splicing van to drive to the site without having to cross a drainage ditch, pond, or berm. The Designer shall take into account sound wall locations which may block access to the ITS infrastructure. It is the Designers responsibility to provide access at all locations.

#### B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices. Splicing Diagrams shall be submitted in a CFX approved format.
- 2. Proposed splicing tables shall include ITS device connectivity, fiber

use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

- 3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.
- 4. Fiber allocation shall be provided by CFX after the 90% submittal.

## C. Maintenance of Fiber Operations

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

#### D. Inside Plant Plans

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

#### **4.24** Toll Gantry

- A. Design and prepare plans for the gantry sites as recommended in the Toll/Revenue Study (assume two ramp gantry locations), site locations to be determined. Plans and specifications shall include the following elements as needed to supplement CFX Standards & Specifications along with all other incidentals:
  - 1. Design of gantry and FON patch panel, including all

Project 516-237

architectural, structural, mechanical, electrical and civil design.

- 2. Concrete pavement design for the approach and exit to the gantry.
- 3. Prepare signing and pavement marking plans for the toll gantries and approach and departure at the required mainline and/or ramp gantries.

# **4.25** Post-Design Services (N/A – To be Negotiated Later)

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

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

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

#### **5.1** Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
  - 1. Available record drawings of existing conditions
  - 2. Available right-of-way plans of existing conditions

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

#### **5.2** Traffic Data

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

#### **5.3** Other

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

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

- **6.1** Right-of-Way Acquisition
  - A. 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.
  - B. CFX will provide aerial survey (topography and mapping) with limited control and coverage and a Project Network Control Map.
  - C. CFX will provide the required title search reports and updates.

## **6.2** Utility Agreements

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

#### **6.3** Public Involvement

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

# **6.4** Contracts and Specifications Services

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

## 6.5 Post-Design Services

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

#### **6.6** Environmental Permits

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

# **6.7** Conceptual Specialty Design

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

#### 7.0 ADMINISTRATION

## 7.1 Central Florida Expressway Authority

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

# 7.2 CFX's Project Manager will:

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

#### 7.3 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of

such items remains solely that of the Consultant. The Consultant shall:

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

## 7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
  - 1. Determine and highlight critical path work from initial plans as work progresses.
  - 2. Identify progress against schedule for each identified work item.
  - 3. Forecast completion dates from current progress.
  - 4. Highlight rescheduled work in any area which is out of required sequence.
  - 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
  - 6. Forecast future conflicts in any area.

# 7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and an agenda for the meeting. The Consultant shall prepare meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

#### **7.6** Schedule

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

## 7.7 Project Related Correspondence

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

# **7.8** Quality Control

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

#### **7.9** Consultant Personnel

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

#### **7.10** Site Visit

A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and 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 design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
  - 1. Field survey notes and computations.
  - 2. Design criteria used for the project.
  - 3. Geometric design calculations for horizontal alignment.
  - 4. Vertical geometry calculations.
  - 5. Right-of-way calculations
  - 6. Drainage calculations
  - 7. Structural design calculations.
  - 8. Geotechnical report.
  - 9. Hydraulics Report for each bridged waterway crossing.
  - 10. Earthwork calculations not included in the quantity computation

booklet.

- 11. Calculations showing cost comparisons of various alternatives considered, if applicable
- 12. Computations of quantities.
- 13. 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:
  - 1. 15% Line and Grade (1 CD/DVD with all files in pdf format, and one (1) hard copy set to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  - 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  - 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  - 4. 60% Roadway, Geotechnical Report (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  - 5. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  - 6. 90% Roadway (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic

Project 516-237

copies of plans to the CFX GEC project manager)

- 7. 100% Roadway, Bridge, Geotechnical Report (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
- 8. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
- 9. Bid Set (1 set "clean" plans, and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
  - 1. The reason for the delay.
  - 2. The design components impacted.
  - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit project-related CADD files, including GEOPAK files, used in the preparation of the plans and right of way mapping on CD/DVD with the final submittal.

### 7.14 15% Line and Grade Submittal

- A. At the completion of this phase, design and plan development should be approximately 15 percent complete
  - 1. Typical Sections
    - a. Mainline and crossroad
    - b. Ramps
  - 2. Plan View
    - a. North Arrow and Scale

- b. Baseline of Survey, equations
- c. Curve Data (including superelevation
- d. Existing topography
- e. Preliminary horizontal geometrics, dimensions
- f. Existing and proposed R/W lines
- g. Centerline of Construction
- h. Begin and end stations for project, bridges, bridge culverts and exceptions
- i. General locations of proposed retention/detention ponds

### 3. Profile View

- a. Scale
- b. Preliminary profile grade line
- c. Equations
- d. Existing ground line with elevations at each end of sheet
- e. Begin and End stations for the project, bridges, bridge culverts and exceptions

### 4. Interchange Detail

- a. Schematic of traffic flow
- b. Preliminary configuration and geometrics
- c. Quadrant identification
- d. Ramp labels

### 5. Drainage Design

a. Preliminary Hydroplaning analysis

### 7.15 30% Roadway Plan Submittal

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

### 1. Key Map Prepared

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

### 2. Drainage Map Prepared

- a. Existing culvert sizes and elevations.
- b. Horizontal alignment shown.

- Drainage areas and flow arrows shown. c.
- High water information shown. d.
- Beginning and end stations shown along with any equations e. on project.
- Interchange supplemental maps prepared. f.

### 3. **Typical Section Sheets**

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

#### 4. Plan and Profile Sheets

- a. Centerline plotted.
- Reference points and bench marks shown. b.
- Existing topography. c.
- Base line of surveys, curve data, bearings, etc. shown. d.
- Beginning and end stations (project and construction). e.
- Geometric dimensions. f.
- Proposed and existing limited access right-of-way lines. g.
- Existing ground line. h.
- Proposed profile grade. i.
- Type, size and horizontal location of existing utilities. į.
- Drainage structures and numbers are shown k.
- 1. Drainage ponds are shown.

#### 5. Cross Sections

- Existing ground line. a.
- Preliminary templates at critical locations (not to exceed 500 b.
- Existing utilities shown. c.

#### 6. Interchange Layout and Ramp Profiles

- a. Geometric dimensions.
- b. Proposed profile grades.

#### 7. Right-of-Way Control Survey

#### 8. Signing and Pavement Markings

- Striping layout. a.
- Sign structure locations. h.

#### 7.16 30% Bridge and Structural Plan Submittal

At completion of this phase, design and plan development should be Α.

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.

### 7.17 60% Roadway Plan Submittal

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

### 1. Key Map

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

### 2. Drainage Maps

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

### 3. Typical Section Sheets

- a. All required typical sections are included.
- b. Limited access right-of-way lines are shown.
- c. Design speed and traffic are shown.
- d. Special details have been completed.
- e. Station limits of each typical section are shown.

### 4. Plan and Profile Sheets

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

- 5. Drainage Structures
  - a. Drainage structures plotted and numbered.
  - b. Station location and offsets identified.
- 6. Cross Sections
  - a. Templates are shown at all stations.
  - b. Limited access right-of-way lines are shown.
  - c. Cross section pattern sheet included.
  - d. Miscellaneous notes included.
  - e. Boring profiles.
- 7. Interchange Layouts, Ramp Profiles and Intersection Details
  - a. Geometric data shown.
  - b. Profiles finalized.
  - c. Coordinate data shown.
  - d. Limited access right-of-way lines shown.
  - e. Curve data shown.
  - f. Bearings and bridges shown.
  - g. Cross roads, frontage roads, and access roads shown.
  - h. Intersection details shown.
- 8. Traffic Control Plans
- 9. Utility Adjustments
- 10. Signing and Pavement Marking Plans
- 11. Intelligent Transportation System (ITS) Plans
- 12. Highway Lighting Plans
- 13. Toll Facilities Plans
- 14. Selective Clearing and Grubbing (if required)
- B. Draft Parcel Sketches and Legal Descriptions shall be submitted two months after the 60% Roadway Plan Submittal.
- **7.18** 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.
- 7.19 90% Roadway Plan Submittal

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

### 1. Key Map

- a. Length of Project with exceptions shown.
- b. Index of sheets updated.

### 2. Drainage Maps

- a. Drainage divides, areas and flow arrows shown.
- b. Elevation datum and design high water information shown.
- c. Disclaimer and other appropriate notes added.

### 3. Typical Section Sheets

### 4. Plan and Profile Sheets

- a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
- b. Limits of side road construction.
- c. Angle and stationing for intersections.
- d. Treatment for non-standard superelevation transitions diagramed.
- e. General notes shown.
- f. Special ditches profiled.

### 5. Drainage Structures

- a. Existing structures requiring modifications are shown.
- b. Existing and proposed utilities are shown.

### 6. Soil Borings

a. Soils data and estimated high seasonal groundwater table shown.

### 7. Cross Section Sheets

- a. Scale and special ditch grades shown.
- b. Utilities plotted.
- c. Sub-excavation shown.
- d. Volumes computed and shown.

### 8. Utility Relocation Plans

- a. Utility relocation plans prepared.
- 9. Traffic Control Plans

- 10. Signing and Pavement Marking Plans
- 11. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans
- 14. Toll Facilities Plans
- 15. Selective Clearing and Grubbing (if required)
- B. Final Parcel Sketches and Legal Descriptions shall be submitted one month after the 90% Roadway Plan Submittal.
- 7.20 100% 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.
- 7.21 Pre-Bid Plans
- **7.22** Bid Set

## CONSENT AGENDA ITEM #10

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

**Director of Procurement** 

DATE: May 19, 2022

SUBJECT: Approval of Contract Award to Bentley Architects + Engineers, Inc. for

Design Services for SR 528 West Mainline Data Collection Gantries

Project No. 528-172, Contract No. 001845

The Board approved on February 10, 2022, the final ranking and authorization to negotiate with firms for the Design Services for SR 528 West Mainline Data Collection Gantries.

The work to be performed includes installing two new half span mainline gantry structures for data collection.

Board award of the contract to Bentley Architects + Engineers, Inc. is requested in the amount of \$700,000.00.

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

Reviewed by:

Will Hawthorne, RE Director of Engineering Glenn Pressimone, PE

### **AGREEMENT**



### **AND**

**BENTLEY ARCHITECTS + ENGINEERS, INC.** 

### DESIGN CONSULTANT SERVICES FOR SR 528 WEST MAINLINE DATA COLLECTION GANTRIES

**PROJECT 528-172, CONTRACT NO. 001845** 

CONTRACT DATE: JUNE 09, 2022 CONTRACT AMOUNT: \$700,000.00

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

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

### **FOR**

### SR 528 WEST MAINLINE DATA COLLECTION GANTRIES PROJECT 528-172

### **DESIGN SERVICES**

**CONTRACT NO. 001845** 

**JUNE 2022** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### TABLE OF CONTENTS

### Project No. 528-172 Contract No. 001845

Section	<u>Title</u>	
AG	Agreement	1 - 20
A	Exhibit "A", Scope of Services	
В	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

### Table of Contents

1.0	DEFINITIONS	1
2.0	SERVICES TO BE PROVIDED	1
3.0	TERM OF AGREEMENT AND RENEWALS	2
4.0	PROJECT SCHEDULE	2
5.0	PROFESSIONAL STAFF	3
6.0	COMPENSATION	4
7.0	DOCUMENT OWNERSHIP AND RECORDS	5
8.0	COMPLIANCE WITH LAWS	
9.0	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0	TERMINATION	7
11.0	ADJUSTMENTS	8
12.0	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	9
13.0	INFRINGEMENT OF PATENTS AND COPYRIGHTS	10
14.0	THIRD PARTY BENEFICIARY	10
15.0	INSURANCE	10
16.0	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS	12
17.0	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	13
18.0	DOCUMENTED ALIENS	14
19.0	E-VERIFY CLAUSE	14
20.0	INSPECTOR GENERAL	14
21.0	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	15
22.0	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473	
23.0	AVAILABILITY OF FUNDS	15
24.0	AUDIT AND EXAMINATION OF RECORDS	16
25.0	GOVERNING LAW AND VENUE	17
26.0	NOTICE	17
27.0	HEADINGS	18
28.0	CONTRACT LANGUAGE AND INTERPRETATION	
29.0	ASSIGNMENT	18
30.0	SEVERABILITY	18
31.0	INTEGRATION	18
32.0	ATTACHMENTS	19

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of June 2022, 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 <u>BENTLEY ARCHITECTS + ENGINEERS, INC.</u>, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at <u>651 W. Warren Ave</u>, Suite 200, Longwood, FL 32750.

### WITNESSETH:

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

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

### 1.0 DEFINITIONS

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

### 2.0 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 528 West Mainline Data Collection Gantries identified as Project No. 528-172 and Contract No. 001845.

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

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

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

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

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

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

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

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

### 3.0 TERM OF AGREEMENT AND RENEWALS

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

Traffic Engineering Data Solutions, Inc.

Salas O'Brien Florida, Inc.

Manuel G. Vera & Associates, Inc.

Nadic Engineering Services, Incorporated

Class I

Class I

Class I

Class I

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 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 \$700,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX

upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

### 7.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 651 W. Warren Ave, Suite 200, Longwood, FL 32750.

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.

Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), STATUTES. CONSULTANT MAINTAINS FLORIDA PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS THEREFORE, **PURSUANT** CONTRACT. TO **SECTION** STATUTES, AN 558.0035(1)(C), FLORIDA 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, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

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

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

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida

Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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

### 13.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

### 14.0 THIRD PARTY BENEFICIARY

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

### 15.0 INSURANCE

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

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

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

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

- Commercial General Liability coverage shall be on an occurrence form policy for all 15.1 operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- 15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/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.

- 15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.
- 15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) 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.

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

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

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

### 17.0 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.

### 18.0 DOCUMENTED ALIENS

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

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

### 19.0 E-VERIFY CLAUSE

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

### 20.0 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.

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

Pursuant to Section 287.133(2)(a), Florida Statutes,

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

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

### 22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

### 23.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this 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.

### 24.0 AUDIT AND EXAMINATION OF RECORDS

### 24.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.
- 24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.
- 24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

- 24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.
- 24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

### 25.0 GOVERNING LAW AND VENUE

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

### 26.0 NOTICE

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

To CFX: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, FL 32807

Attn: Chief of Infrastructure

Central Florida Expressway Authority

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

To CONSULTANT: Bentley Architects ++ Engineers, Inc.

651 W. Warren Ave, Suite 200

Longwood, FL 32750

Attn: Brenton Daily, PE - Project Manager

Bentley Architects + Engineers, Inc.

651 W. Warren Ave, Suite 200 Longwood,

FL 32750

Attn: William Bentley, PE

### 27.0 HEADINGS

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

### 28.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

### 29.0 ASSIGNMENT

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

### 30.0 SEVERABILITY

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

### 31.0 INTEGRATION

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

### 32.0 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", 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 June 09, 2022.

BENILEY ARCHITECIS + ENGINEERS, INC.	EXPRESSWAY AUTHORITY
BY:Authorized Signature	BY:
Authorized Signature	Director of Procurement
Print Name:	Print Name: Aneth Williams
Title:	Effective Date:
ATTEST:(Seal) Secretary or Notary	
Approved as to form and execution, only.	
General Counsel for CFX	
Print Name: <u>Diego "Woody" Rodriguez</u>	

# EXHIBIT A SCOPE OF SERVICES

# Exhibit A

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

**FOR** 

# S.R. 528 WEST MAINLINE DATA COLLECTION GANTRIES

**PROJECT NO. 528-172** 

IN ORANGE COUNTY, FLORIDA

May 5, 2022

# Exhibit A

# SCOPE OF SERVICES

	Descrip	<u>otion</u>	Page No. A-
1.0	GENEI	RAL	5
	1.1	Location	5
	1.2	Description	5
	1.3	Purpose	5
	1.4	Organization	5
	1.5	Term of Agreement for Design Services	6
2.0	STANI	DARDS	7
3.0	DESIG	N CRITERIA	8
	3.1	General	8
	3.2	Geometry	8
	3.3	Bridge and Other Structures	10
4.0	WORK	PERFORMED BY CONSULTANT	11
	4.1	Design Features	11
	4.2	Governmental Agencies	11
	4.3	Preliminary Design Report (PDR) - Review	11
	4.4	Surveys and Mapping	
	4.5	Geotechnical Investigation	14
	4.6	Contamination Impact Analysis (N/A)	14
	4.7	Pavement Design	
	4.8	Governmental Agency and Public Meetings	
	4.9	Environmental Permits	
	4.10	Utilities	
	4.11	Roadway Design	17
	4.12	Structures Design	
	4.13	Drainage Design	
	4.14	Roadway Lighting	19
	4.15	Traffic Engineering	20
	4.16	Signing and Pavement Marking Plans	20
	4.17	Signalization Plans (N/A)	21
	4.18	Right-of-Way Surveys	21

	4.19	Cost Estimates	21
	4.20	Special Provisions and Specifications	21
	4.21	Fiber Optic Network (FON)	21
	4.22	Data Collection Gantries & Toll Plaza Modifications	24
	4.23	Post-Design Services	25
5.0	MATE	RIALS FURNISHED BY CFX OR ITS DESIGNEE	27
	5.1	Record Documents	27
	5.2	Traffic Data	27
	5.3	Other	27
6.0	WORK	PERFORMED BY CFX OR ITS DESIGNEE	28
	6.1	Right-of-Way Acquisition	28
	6.2	Utility Agreements	28
	6.3	Public Involvement	28
	6.4	Contracts and Specifications Services	28
	6.5	Post-Design Services	28
	6.6	Environmental Permits	28
	6.7	Conceptual Specialty Design	29
7.0	ADMI	INISTRATION	30
	7.1	Central Florida Expressway Authority	30
	7.2	CFX's Project Manager will:	30
	7.3	Consultant	30
	7.4	Project Control.	31
	7.5	Work Progress	31
	7.6	Schedule	32
	7.7	Project Related Correspondence	32
	7.8	Quality Control	32
	7.9	Consultant Personnel	32
	7.10	Site Visit	32
	7.11	Acceptability of the Work	33
	7.12	Design Documentation	33
	7.13	Reviews and Submittals	34
	7.14	30% Project Roll Plot (including MOT) Submittal	36
	7.15	60% Plans Submittal	36
	7.16	100% Roadway and Component Plans	38
	7.17	Pre-Bid Plans	38

/.10 Diu I faii5	7.18	Bid Plans		3	38
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#### 1.0 GENERAL

#### 1.1 Location

A. See SR 528 West Mainline Gantries concept roll plot.

## 1.2 Description

The services will consist of adding two new half-span mainline gantry structures with concrete pavement for data collection on SR 528 between McCoy / Boggy Creek Road and Daetwyler Drive. This may include replacement and/or extension of barrier walls, guardrail, shoulder gutter, etc. Milling and resurfacing will be required for the limits of SR 528 utilized for removal of temporary pavement markings utilized during temporary traffic control operations. Additional elements include surveying, drainage evaluation and design, permitting, intelligent transportation systems (ITS), lighting, signing and pavement markings, maintenance of traffic, geotechnical analysis, scheduling and project controls, progress reporting and other associated tasks and activities.

CFX has completed a Non-Major Action Checklist for this project which has been attached to this scope for reference.

## 1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings/Documents for the proposed SR 528 west mainline data collection gantries.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signing and pavement marking plans, final architectural plans and preparation of a permit determination memorandum.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

#### 1.4 Organization

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

# 1.5 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within twelve (12) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.
  - 1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

#### 2.0 STANDARDS

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

#### 3.0 DESIGN CRITERIA

#### 3.1 General

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

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

# 3.2 Geometry

The following criteria are to be incorporated into the design:

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

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Vertical Alignment			
Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 (AASHTO)	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 (AASHTO)	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder Width, ft. Right Left	4-Lane 12 (10 paved) 8 (4 paved)	Single Lane 6 (4 paved) 6 (2 paved)	8 (4* paved) 2 (2 paved) * min. 5' paved
Right Left	6-Lane 12 (10 paved) 12 (10 paved)	Dual Lane 10* (8* paved) 8 (4 paved) (* add 2' for interstate)	
Bridges. ft. Right Left	4-Lane 10 6	Single Lane 6 6	
Right Left	6 (or more)-Lanes 12 12	Dual Lane 10 6	
Median Width (6/8-lane), ft. (E.O.T./E.O.T.)	26' (Typical with median barrier)	N/A	N/A

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5

## **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.  $(3^{\circ} \text{divergence})$

## Right of Way

- A. Ten (10) ft. from back of walls or limit of construction.
- B. Two (2) ft. from back of sidewalk on frontage roads.
- C. Drainage and construction easements as required
- D. Limited access right-of-way limits per FDOT Design Manual 211.15.
- E. Right of way limits for ramps is based upon limit of construction plus 10 feet.

## 3.3 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

#### 4.0 WORK PERFORMED BY CONSULTANT

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

## 4.1 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a permit determination memorandum.
- B. Major elements of the work include the following:

The services will consist of adding two new half-span mainline gantry structures with concrete pavement for data collection on SR 528 between McCoy / Boggy Creek Road and Daetwyler Drive. Additional elements include surveying, drainage evaluation and design, permitting, intelligent transportation systems (ITS), lighting, signing and pavement markings, maintenance of traffic, geotechnical analysis, scheduling and project controls, progress reporting and other associated tasks and activities.

# 4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, FTE, FAA, USACE and/or DEP, and applicable Water Management District(s).

#### 4.3 Preliminary Design Report (PDR) - Review

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

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

- B. Preliminary Design Report (PDR) Review: Brief report addressing the following items at a minimum:
  - 1. Overall SR 528 data collection gantries concept
  - 2. Pavement analysis
  - 3. Drainage and permitting approach

- 4. Adjacent project coordination with 528-143.
- 5. Evaluation of Temporary Traffic Control (TTC) schemes

## 4.4 Surveys and Mapping

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

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

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

The Consultant shall utilize the existing DGN/Geopak files from CFX project 528-405 and FDOT Aerials as the project base and supplement the available information as described in the below paragraphs B through M.

The Consultant shall densify the horizontal control from project 524-405. This information will be provided by CFX as needed for the tasks below.

# B. Alignment

CFX will provide the alignment in Geopak format to the Consultant.

## C. Reference Points

1. Utilize the alignment provided by CFX and control used in Task 27.1 and Task 27.2 to prepare CTL/PNC sheets for the Design Plans.

#### D. Bench Levels

1. The Consultant shall densify existing benchmarks along SR 528 mainline alignment provided by CFX as needed for tasks below.

#### E. Topography

- 1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" = 50' display scale shall be conducted by the Consultant.
- 2. Topographic/DTM survey in areas shown on the Survey Area Exhibit only.
- 3. Check cross sections shall be conducted by the Consultant at intervals not to exceed 1000' in areas shown on the Survey Area Exhibit.
- 4. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing pavement elevations.

# F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design in areas shown on the Survey Area Exhibit only.

## 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 within the areas shown on the Survey Area Exhibit only.

- H. Side Street Surveys (N/A)
- I. Bridge Survey (N/A)
- J. Jurisdictional Line Surveys (N/A)
- K. Geotechnical Surveys

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

L. Right-of-Way Ties (N/A)

#### M. CFX ITS/FON

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

The CFX GSC will review the plan submittals to ensure that the FON is

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

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

## 4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, soil borings for sign structures, LBR testing, groundwater levels, estimated seasonal high groundwater levels, and design high water levels as appropriate, location and depths of unsuitable material (muck), or other deleterious materials, providing design alternatives based on geotechnical findings; allowable design loads or pressures, or soil properties as appropriate for each foundation type, and soil-corrosion-potential testing for structural foundations.
- D. The results of the geotechnical investigation shall be contained in Geotechnical Reports which shall be submitted to CFX's Project Manager for approval. The geotechnical investigations shall include 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 plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

#### 4.6 Contamination Impact Analysis (N/A)

# 4.7 Pavement Design

- A. The Consultant shall review the pavement design for the concrete pavement provided by CFX and modify as appropriate in accordance with the requirements of the FDOT Rigid Pavement Design Manual.
- B. The Consultant shall prepare the pavement design for any milling and resurfacing required outside of the limits of the concrete pavement. Design to be in accordance with the requirements of the FDOT Flexible Pavement Design Manual.
- C. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

## 4.8 Governmental Agency and Public Meetings

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

#### 4.9 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
  - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
  - 2. Provide additional information requested at the pre-application by regulatory agencies for permits (excluding any wetland or species-related information).

- 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
- 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
- 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
- 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
- 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
- 8. Provide all permit application material in .pdf format.

#### 4.10 Utilities

#### A. Location

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

#### B. Utility Coordination

- 1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan markups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
- 2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.

- 3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
- 4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
- 5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
- 6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
- 7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
- 8. The Consultant shall make two utility contacts with the utility agencies (60% and 100%) and hold a utility conference at each contact.

# 4.11 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline will be prepared as part of the Preliminary Design Report 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. Signature Sheet
- 3. Summary of Pay Items
- 4. General notes
- 5. Project Layout
- 6. Typical roadway sections
- 7. Typical roadway details
- 8. Plans and profiles (plans at 1" =50' scale)
- 9. Cross Sections
  - a. Earthwork quantities
- 10. Traffic Control Sheets including Temporary Drainage
- 11. Utility Adjustment Sheets
- 12. Details
- 13. Summary of Quantities sheets
- 14. Special provisions
- 15. Special specifications

#### 4.12 Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
  - 1. Design of 2 (two) new half-span gantry structures
  - 2. Design of 1 (one) new overhead cantilever sign structure

## 4.13 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
  - 1. Perform all drainage design in accordance with the approved criteria from Section 3.1D and as provided in the negotiated staff hours.
  - 2. No pond designs anticipated.

- 3. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
- 4. Provide drainage/contour maps (limited to 1 drainage map) 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.
- 5. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
- 6. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
- 7. 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.
- 8. Optional Materials analysis is not required.
- 9. Technical meetings limited to SJRWMD and SWFMD permitting meetings. (No permitting meetings anticipated.)
- B. The Consultant shall prepare designs and contract documents for drainage features as detailed in the staff hours, including, but not necessarily limited to:
  - 1. Connector pipes
  - 2. Drainage structure details
  - 3. Storm drain and culvert profiles and/or drainage cross-sections
  - 4. Lateral ditches/channels
  - 5. Outfall ditches/channels Not Required
  - 6. Retention/detention ponds/exfiltration system Not Required
  - 7. SWPPP is limited to 2 standard CFX sheets.

#### 4.14 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of CFX lighting on the corridor impacted by the project including overhead sign lighting. A separate set of lighting plans is

- not required. Sheets for the lighting design shall be included in the Signing and Pavement Marking component plan set. 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. Provide a Lighting Power Design Analysis Report (PDAR) that includes report narrative and photos for two (2) load centers, sign lighting photometric and electrical design, load analysis, voltage drop calculations, short circuit calculations, and arc flash hazard analysis.
- D. Any requirements for electric service shall be coordinated with the local electric utility.

## 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 no smaller than 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
  - 2. The Consultant shall investigate the need for temporary signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
  - 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

#### 4.16 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the

- locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).
- D. The Consultant shall determine the existing structures that will be impacted and need to be replaced.
- E. A roll plot of the proposed signing and pavement markings is required with the PDR, 30% Maintenance of Traffic roll plot, and 60% Plans submittals
- 4.17 Signalization Plans (N/A)
- 4.18 Right-of-Way Surveys
  - A. Right-of-way acquisition is not anticipated for this project.
- 4.19 Cost Estimates
  - A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.
- 4.20 Special Provisions and Specifications
  - A. The Consultant shall prepare and submit at the 60% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.
- 4.21 Fiber Optic Network (FON)
  - A. Fiber Optic Infrastructure Plans
    - 1. The site construction plans shall be developed at a scale of 1" = 50°. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. In general, the intent is to replace existing devices in conflict with construction with new; requiring older items be turned over to CFX. It is anticipated that construction of the new

gantries will not impact the existing FON backbone, but will require new fiber drops to each of the new gantries.

- 2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON
  - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - e. Manhole/Pull box locations and stub-out details (standard details provided)
  - f. Device layout
  - g. Device installation details
  - h. Conduit installation details (standard details provided)
  - i. Fiber optic cable route marker detail (standard details provided)
  - j. Fiber count per conduit
  - k. Communications interconnect
  - 1. Connectivity with the FON backbone conduits
  - m. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
  - n. Power interconnect, calculations to support conductor size, arc flash analysis, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
  - o. Design Methodology Report shall include voltage drop calculation, load analysis, short circuit current analysis, arc flash analysis, and typical cabinet load summary table.

Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.

- p. Grounding
- q. Table of quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- u. CCTV site survey verification is required to verify any occlusions caused by the new gantries. Addition of one or two new CCTV camera sites to account for occlusions caused by the new gantries. Modification of an existing power service to power this new site is required.
- 3. The Consultant shall take the following information into consideration when developing the site construction plans:
  - a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through all phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)

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

#### B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices. New fiber drops are required for the new gantries. It is anticipated that one new fiber drop is required for a new CCTV site.
- 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
- 3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

#### C. Maintenance of Fiber Operations

- 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
- 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.
- D. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

## 4.22 Data Collection Gantries & Toll Plaza Modifications

- A. Design and prepare plans for the gantry sites as shown in the SR 528 Mainline Gantries exhibit. Plans and specifications shall include the following elements as needed to supplement CFX Standards and Specifications along will all other incidentals:
  - 1. Design of gantry and FON patch panel, including all architectural, structural, mechanical, electrical and civil design required to accommodate a proposed toll equipment cabinet at each gantry location.
  - 2. Concrete pavement design for the approach and exit to the gantry.

- 3. Prepare signing and marking plans for the gantries and approach and departure at the required mainline gantries.
- 4. Details to be in accordance with the CFX Tolling Standards.
- B. Design and prepare plans for modifications to the existing eastbound entrance and westbound exit ramp plazas at Boggy Creek Road / McCoy Road. Plans and specifications shall include architectural, structural, mechanical, electrical and civil design as required to provide data and power to the proposed toll equipment cabinets and gantries, and as needed to supplement CFX Standards and Specifications.

## 4.23 Post-Design Services

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

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

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

## 5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

#### 5.1 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
  - 1. Available record drawings of existing conditions
  - 2. Available right-of-way plans of existing conditions
  - 3. Sample plans to be used as guidelines for format, organization and content.
  - 4. Contract unit prices from latest CFX construction projects.

#### 5.2 Traffic Data

- A. CFX will provide the following design traffic data:
  - 1. Current and design year ADT
  - 2. Current and design year peak hour volumes
  - 3. K, D and T factors
  - 4. Preliminary lane closure hours

#### 5.3 Other

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

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

## 6.1 Right-of-Way Acquisition

A. No right-of-way acquisition is anticipated for this project. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

#### 6.2 Utility Agreements

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

#### 6.3 Public Involvement

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

#### 6.4 Contracts and Specifications Services

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

#### 6.5 Post-Design Services

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

#### 6.6 Environmental Permits

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

- 6.7 Conceptual Specialty Design
  - A. CFX will provide a conceptual major guide signing plan.
  - B. CFX will provide conceptual aesthetics design and treatments for structures.

#### 7.0 ADMINISTRATION

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

## 7.2 CFX's Project Manager will:

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

#### 7.3 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are

depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

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

# 7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
  - 1. Determine and highlight critical path work from initial plans as work progresses.
  - 2. Identify progress against schedule for each identified work item.
  - 3. Forecast completion dates from current progress.
  - 4. Highlight rescheduled work in any area which is out of required sequence.
  - 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
  - 6. Forecast future conflicts in any area.

## 7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and an agenda for the meeting. The Consultant shall prepare meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall

indicate issues discussed and the resolution or action required to resolve any issues.

#### 7.6 Schedule

A. Within ten (10) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

## 7.7 Project Related Correspondence

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

# 7.8 Quality Control

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

#### 7.9 Consultant Personnel

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

#### 7.10 Site Visit

A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

# 7.11 Acceptability of the Work

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

#### 7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be submitted in a PDF format 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 100% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
  - 1. Field survey notes and computations.
  - 2. Design criteria used for the project.
  - 3. Geometric design calculations for horizontal alignment.
  - 4. Vertical geometry calculations.
  - 5. Drainage calculations
  - 6. Structural design calculations.
  - 7. Geotechnical report.

- 8. Earthwork calculations not included in the summary of quantities sheets.
- 9. Calculations showing cost comparisons of various alternatives considered, if applicable.
- 10. Computations of quantities.
- 11. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
- 12. Lighting and voltage drop calculations.
- 13. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

#### 7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process.
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
  - 1. Preliminary Design Report (PDR) (one (1) CD/DVD with all files in pdf format and one (1) hard copy set to CFX Project Manager; and electronic copies of documents to the CFX GEC Project Manager)
  - 2. 30% Project roll plot, including Maintenance of Traffic (one (1) CD/DVD with all files in pdf format and one (1) hard copy set to CFX Project Manager; and electronic copies of documents to the CFX GEC Project Manager)
  - 3. 60% Roadway and specifications, Geotechnical Report (one (1) CD/DVD with all files in pdf format and one (1) hard copy set to CFX Project Manager; and electronic copies of documents to the CFX GEC Project Manager)
  - 4. 100% Roadway and specifications, Geotechnical Report (one (1) CD/DVD with all files in pdf format and one (1) hard copy set to CFX Project Manager; and electronic copies of documents to the CFX GEC Project Manager)
  - 5. Pre-Bid Plans (one (1) CD/DVD with all files in pdf format and one (1) hard copy set to CFX Project Manager; and electronic

- copies of documents to the CFX GEC Project Manager)
- 6. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
  - 1. The reason for the delay.
  - 2. The design components impacted.
  - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, used in the preparation of the plans on CD/DVD with the final submittal.
- H. The Consultant shall submit files pertaining to the design survey.
  - 1. Plan sheets showing the primary control points provided by CFX and as verified by the Consultant's surveyor and the horizontal / vertical control points established by the Consultant's surveyor during the control survey phase of the project. These points shall be spaced approximately every 1000' along the corridor and at major side streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with FDM Section 310. These sheets are to be included in the Roadway Plans component.
  - 2. Reports showing the results of horizontal and vertical control network adjustments will be submitted to the CFX Project Manager for review prior to final processing of any subsequent survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on

control provided by or approved by CFX. Vertical secondary control point coordinates should originate within a closed differential level loop based on control provided by or approved by CFX. All final coordinates for secondary control points must hold a standard deviation/positional uncertainty value proving that satisfactory locations were achieved.

- 3. Reports showing field check cross sections compared to point cloud and TIN.
- 4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and with other required standards, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project Manager for review prior to submitting the signed and sealed final Surveyors Report.

## 7.14 30% Project Roll Plot (including MOT) Submittal

A. At the completion of this phase, design (including MOT) should be approximately 30 percent complete. The consultant shall setup a meeting with the GEC project manager to discuss the 30% concept before progressing to 60% plans.

# 7.15 60% Plans Submittal

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

#### 1. Key Map

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

# 2. Drainage Maps

- a. Flood data shown.
- b. Cross drains and storm sewer shown.
- c. Bridges shown with beginning and ending stations.

d. Interchange supplemental sheets updated.

#### 3. Typical Section Sheets

- a. All required typical sections are included.
- b. Limited access right-of-way lines are shown.
- c. Design speed and traffic are shown.
- d. Special details have been completed.
- e. Station limits of each typical section are shown.

#### 4. Plan and Profile Sheets

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

#### 5. Drainage Structures

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

#### 6. Cross Sections

a. Templates are shown at all stations.

528-172 A-37

- b. Limited access right-of-way lines are shown.
- c. Cross section pattern sheet included.
- d. Miscellaneous notes included.
- e. Boring profiles.
- 7. Traffic Control Plans
- 8. Utility Adjustments
- 9. Signing and Pavement Marking Plans (including lighting items)
- 10. Intelligent Transportation System (ITS) Plans
- 11. Data Collection Facilities Plans
- 12. Selective Clearing and Grubbing (if required)
- 7.16 100% Roadway and Component Plans
  - A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.17 Pre-Bid Plans
- 7.18 Bid Plans

528-172 A-38

## CONSENT AGENDA ITEM #11

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams

**Director of Procurement** 

DATE: May 19, 2022

SUBJECT: Approval of Contract Award to Jacobs Engineering Group, Inc. for

Concept, Feasibility and Mobility (CF&M) Study for the SR 417 (Seminole

Expressway) to Orlando Sanford International Airport Connector

Project No. 417-246, Contract No. 001868

The Board approved on March 10, 2022, the final ranking and authorization to negotiate with firms for the CF&M Study for the SR 417 (Seminole Expressway) to Orlando Sanford International Airport Connector.

The work to be performed includes conducting a Concept, Feasibility and Mobility Study for the proposed SR 417 to Orlando Sanford International Airport Connector.

Board award of the contract to Jacobs Engineering Group, Inc. is requested in the amount of \$900,000.00.

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

Reviewed by:

Will Hawthorne, PE Director of Engineering Glenn Pressimone, PE

## **AGREEMENT**



#### **AND**

#### JACOBS ENGINEERING GROUP INC.

PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR A CONCEPT, FEASIBILITY, AND MOBILITY (CF&M) STUDY FOR THE PROPOSED SR 417 (SEMINOLE EXPRESSWAY) TO ORLANDO SANFORD INTERNATIONAL AIRPORT CONNECTOR

**PROJECT 417-246, CONTRACT NO. 001868** 

CONTRACT DATE: JUNE 09, 2022 CONTRACT AMOUNT: \$900,000.00

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

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

#### **FOR**

PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR A CONCEPT, FEASIBILITY, AND MOBILITY (CF&M) STUDY FOR THE PROPOSED SR 417 (SEMINOLE EXPRESSWAY) TO ORLANDO SANFORD INTERNATIONAL AIRPORT CONNECTOR

PROJECT 417-246 CONTRACT NO. 001868

**JUNE 2022** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TABLE OF CONTENTS

#### Project 417-246 Contract No. 001868

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 19
A	Exhibit "A", Scope of Services	
В	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

### **Table of Contents**

1.0	DEFINITIONS	1
2.0	SERVICES TO BE PROVIDED	1
3.0	TERM OF AGREEMENT AND RENEWALS	2
4.0	PROJECT SCHEDULE	2
5.0	PROFESSIONAL STAFF	3
6.0	COMPENSATION	4
7.0	DOCUMENT OWNERSHIP AND RECORDS	5
8.0	COMPLIANCE WITH LAWS	
9.0	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0	TERMINATION	7
11.0	ADJUSTMENTS	8
12.0	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	8
13.0	INFRINGEMENT OF PATENTS AND COPYRIGHTS	9
14.0	INSURANCE	10
15.0	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS	12
16.0	CONFLICT OF INTEREST AND STANDARD OF CONDUCT	12
17.0	DOCUMENTED ALIENS	13
18.0	E-VERIFY CLAUSE	13
19.0	INSPECTOR GENERAL	14
20.0	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	14
21.0	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473	14
22.0	AVAILABILITY OF FUNDS	15
23.0	AUDIT AND EXAMINATION OF RECORDS	15
24.0	GOVERNING LAW AND VENUE	16
25.0	NOTICE	16
26.0	HEADINGS	17
27.0	CONTRACT LANGUAGE AND INTERPRETATION	17
28.0	ASSIGNMENT	17
29.0	SEVERABILITY	17
30.0	INTEGRATION	17
31.0	ATTACHMENTS	18

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of June 2022, 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 <u>JACOBS ENGINEERING GROUP INC.</u>, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at <u>200 S. Orange Avenue</u>, <u>Suite 900</u>, <u>Orlando</u>, 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 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Concept Feasibility and Mobility Study for the proposed SR 417 (Seminole Expressway) to Orlando Sanford International Airport Connector Project identified as Project 417-246 and Contract No. 001868.

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 concept, feasibility and mobility study for the proposed SR 417 (Seminole Expressway) to Orlando Sanford International Airport 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:

American Environmental Consulting, Inc. – Class I Archaeological Consultants, Inc. - Class I Environmental Science Associates - Class I Environmental Transportation Planning, LLC. - Class I TLP Engineering Consultants, Inc. - Class I Vanasse Hangen Brustlin, Inc. Class I Edwin R. Barfield, LLC. - Class II Geotechnical and Environmental Consultants, Inc. - Class II

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

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

#### 6.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$900,000.00 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 200 S. Orange Avenue, Suite 900, 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:

- 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 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: Jacobs Engineering Group Inc.

200 S. Orange Avenue, Suite 900

Orlando, FL 32801

Attn: Sunserea Dalton, PE

Jacobs Engineering Group Inc. 200 S. Orange Avenue, Suite 900

Orlando, FL 32801 Attn: Jessica Dean, PE

#### 26.0 HEADINGS

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

#### 27.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

#### 28.0 ASSIGNMENT

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

#### 29.0 SEVERABILITY

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

#### 30.0 INTEGRATION

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

#### 31.0 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

Exhibit "F", Project Schedule

Exhibit "G", Potential Conflict Disclosure Form

SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 09, 2022.

JACOBS ENGINEERING GROUP INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY:Authorized Signature	BY:
Print Name:	Print Name: Aneth Williams
Title:	Effective Date:
ATTEST:(Seal) Secretary or Notary	
Approved as to form and execution, only.	
General Counsel for CFX	
Print Name: Diego "Woody" Rodriguez	

# EXHIBIT A SCOPE OF SERVICES

## **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)**

#### **SCOPE OF SERVICES**

Concept, Feasibility, & Mobility (CF&M) Study

#### for the

# SR 417 (SEMINOLE EXPRESSWAY) TO ORLANDO SANFORD INTERNATIONAL AIRPORT CONNECTOR

**CFX Project # 417-246** 

**CFX Contract # 001868** 

February 2022

#### **TABLE OF CONTENTS**

	Desc	<u>cription</u>	<u>Page No.</u>	
1.0	OVERVIEW			
2.0	LOC	LOCATION		
3.0	PUR	POSE	2	
4.0	OBJI	ECTIVE	2	
5.0	GOV	/ERNING REGULATIONS	2	
6.0	PRO.	JECT MANAGEMENT AND ADMINISTRATION	3	
	6.1	Notice to Proceed Meeting	3	
	6.2	Key Personnel	3	
	6.3	Project Schedule	3	
	6.4	Correspondence	3	
	6.5	Quality Control	4	
	6.6	Project Management, Meetings and Coordination	4	
7.0	PUB	ELIC INVOLVEMENT	4	
	7.1	Public Involvement Plan	4	
	7.2	Mailing List	5	
	7.3	Public Meetings	5	
	7.4	Board Meetings	6	
	7.5	Advisory Groups	6	
	7.6	Project Kick-Off Letter	6	
	7.7	Unscheduled Project Meetings	7	
	7.8	Project Information Line/General Public Correspondence		
	7.9	Project Newsletters		
	7.10	Project Webpage		
8.0		TA COLLECTION		
	8.1	Aerial Photography	8	

	8.2	Traffic Data	8
	8.3	Transportation Plans	8
	8.4	Land Use and Development Plans	8
	8.5	Physical / Natural Environmental Information	8
	8.6	Interagency and Stakeholder Coordination	9
	8.7	Study Area Base Maps	9
	8.8	Confirm Corridor Limits.	9
	8.9	Data Collection Summary Technical Memorandum (Deliverable)	9
9.0	ESTA	BLISH PURPOSE AND NEED	9
10.0	MOB	ILITY PROGRAM ALTERNATIVE	10
	10.1	No-Build Alternative	10
	10.2	Develop Alternative Mobility Programs	10
	10.3	Evaluate and Refine Mobility Programs	11
	10.4	Financial Viability Analysis – Not Applicable	11
	10.5	Concept, Feasibility and Mobility Study Report(Deliverable)	11
11.0	DELI	VERABLES	11
ATTA	СНМЕ	NT A – GENERAL LOCATION MAP	12
ATTA	СНМЕ	NT B – DESIGN CRITERIA	13-17

#### SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

#### CONCEPT, FEASIBILITY, AND MOBILITY (CF&M) STUDY

for the

## SR 417 (SEMINOLE EXPRESSWAY) TO ORLANDO SANFORD INTERNATIONAL AIRPORT CONNECTOR

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:

#### 1.0 OVERVIEW

The feasibility of a new expressway connection from State Road (SR) 417 (Seminole Expressway) to Orlando Sanford International Airport was last considered in 2006 and a Concept Development and Environment Study completed in 2007. One of the identified needs in the 2007 Study was the need to "improve access to the Orlando Sanford International Airport to meet the growing air passenger and freight demands." While the 2007 Study stated that the project should be considered, it also noted that traffic analyses at the time found the project to not be financially viable. With the Orlando Sanford International Airport growing and traffic becoming increasingly congested in the surrounding area, the Seminole Board of County Commissioners requested the CFX conduct a study to again evaluate the feasibility of an expressway connection between SR 417 and the Orlando Sanford International Airport. As such, the CFX has engaged the selected CONSULTANT to perform a comprehensive Concept, Feasibility, and Mobility (CF&M) Study of the approximately two-mile long proposed SR 417 to Orlando Sanford International Airport Connector. The project is located within Seminole County and consists of an expressway connection from SR 417 in the vicinity of the Seminole Toll Plaza northeastward to East Lake Mary Boulevard at or in the vicinity of the entrance to Orlando Sanford International Airport at Red Cleveland Boulevard.

#### 2.0 LOCATION

The general limits and description of the SR 417 to Orlando Sanford International Airport Connector study area are provided below. The CONSULTANT will be responsible for refining the study area limits and defining the logical termini for the project.

The study area generally begins approximately ¾ mile south of the Seminole Toll Plaza (Mile Post 47) on SR 417. The southern boundary travels in an east then northeast direction to the vicinity of the intersection of Pine Way and Sipes Avenue. The eastern boundary is approximately ½ mile east of Sipes Avenue where it travels north to Marquette Avenue. The northern boundary travels west along Marquette Avenue to Ohio Avenue then extends approximately 2,000' southwest to East Lake Mary Boulevard. The western boundary then travels almost due south to Pine Way, west along Pine Way to Sanford Avenue, extends southwest to cross SR 417 approximately ¾ mile north of the Seminole Toll Plaza, and continues 1,000' west of SR 417. The boundary then travels generally southeast parallel to, and 1,000' west of, SR 417 back to approximately Mile Post 47.

The general study corridor is depicted on Attachment A – General Location Map.

#### 3.0 PURPOSE

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

#### 4.0 **OBJECTIVE**

The study will include the development and evaluation of alternate mobility programs within the project corridor. The work will include the evaluation and documentation of the physical, natural, social, and cultural environment within the corridor and the potential impacts associated with the various mobility alternatives. This analysis will also address: economic and engineering feasibility; mobility capacity and levels of service; conceptual geometry and structures; and potential interchanges and existing intersection improvement. Public involvement and interagency coordination will be an integral part of the assessment process.

The CONSULTANT, in coordination with CFX and its T&RC will forecast the future transportation demands for the corridor (utilizing a design year of 2045). The CONSULANT will then develop a range of transportation mobility options and programs that could adequately meet the future demand. Corridor mobility elements to be considered will include, but are not necessarily constrained to, limited access tolled expressways, mass transit technologies, and intermodal facilities. The CONSULTANT will be responsible for estimating the overall project costs associated with each mobility alternative, including planning, design, construction, permitting and other project related costs. The GEC will be responsible for estimating the right-of-way acquisition costs based on impacts calculated by the CONSULTANT and provided to the GEC in spreadsheets, maps, and digital files.

The general objective of this study is to provide documented information necessary for CFX to reach a decision on the feasibility of each mobility option.

#### 5.0 GOVERNING REGULATIONS

The services performed by the CONSULTANT shall comply 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. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference. The current edition, including any updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work:

- 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 and Handbooks
- 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

#### 6.0 PROJECT MANAGEMENT AND ADMINISTRATION

CFX's General Engineering Consultant (GEC) will provide contract administration, project management services, and technical reviews of all work associated with the development and preparation of the study reports.

#### **6.1** Notice to Proceed 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, CFX will:

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

#### 6.2 Key Personnel

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

#### **6.3** Project Schedule

The study is expected to have a ten (10) month duration. Within ten (10) business 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 CFX of any substantial potential schedule modifications.

#### 6.4 Correspondence

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

#### 6.5 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 CFX or GEC may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for review and approval within ten (10) business days following the Notice to Proceed Meeting.

#### 6.6 Project Management, Meetings and Coordination

The CONSULTANT shall meet with CFX staff and the GEC as needed throughout the life of the project. The CONSULTANT should be prepared to meet on a bi-monthly basis for progress meetings; therefore, twenty (20) meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities. The CONSULTANT will prepare a draft agenda for each meeting and submit for prior review by the GEC. The CONSULTANT will prepare meeting summaries and submit within one week of each meeting to the GEC for review and approval prior to distribution to attendees and others.

Progress reports shall be delivered to CFX in a format as prescribed by CFX and no less than five (5) business 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 CFX Project Manager by comparing the reported percent complete against actual work accomplished.

#### 7.0 PUBLIC INVOLVEMENT

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

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

#### 7.1 Public Involvement Plan

The PIC will prepare a comprehensive Public Involvement Plan (PIP) and submit to the CONSULTANT and GEC within fifteen (15) business 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 study process.

The PIC, with assistance from the CONSULTANT, will perform all data collection activities necessary to prepare and implement the PIP including, but not limited to, the following:

- Identification of stakeholders and interested parties
- Field review of potential meeting sites
- Preparation and distribution of meeting announcements and notices
- Preparation of meeting notes

#### 7.2 Mailing List

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

- Public officials and their staffs
- Affected residents, business tenants and property owners within the corridor
- Environmental Advisory Group (EAG)
- Project Advisory Group (PAG)
- Interested parties, including:
  - o Residents/property owners within the corridor
  - Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
  - o Special interest groups

The CONSULTANT will incorporate the mailing lists received from any other overlapping or adjacent studies. The CONSULTANT will maintain the mailing list in a computer file which is acceptable to CFX and the PIC. For each mailing, the CONSULTANT will provide the PIC a computer file of the mailing list and, if requested, a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

#### 7.3 Public Meetings

The CONSULTANT shall be responsible for conducting a public meeting in Seminole County. The Public Information Meeting may be scheduled to coincide with corridor development or submittal of the Draft Concept, Feasibility and Mobility Study Report. It is anticipated the meeting will be conducted with in-person and virtual meeting opportunities for the public. The in-person meeting will be in an open house format, with a video loop presentation and the opportunity for attendees to have their questions answered by study staff. The virtual meeting will include a presentation and the opportunity for attendees to have their questions answered by study staff.

The PIC, with assistance from the CONSULTANT, will prepare and/or provide:

- Project Factsheet(s)
- Handouts
- Display graphics and presentation
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements
- Letters for notification of elected and appointed officials, affected property owners and other interested parties
- News releases

The PIC, with assistance from the CONSULTANT, will investigate potential meeting sites and pay all costs for meeting site rentals. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist CFX staff.

Mailings, legal notices, and/or newspaper display advertisements shall be the responsibility of the PIC with assistance from the CONSULTANT. Drafts of all notification advertisements and letters shall be submitted to the CFX for its approval at least one week prior to mailing. Actual copies of the notices shall be retained in the project files.

Within two (2) weeks after the public meeting, the PIC, with assistance from the CONSULTANT, will

prepare a complete meeting summary that will contain at a minimum:

- Advertisements and legal notices
- Fact Sheets
- Meeting Notes
- Sign-in sheets
- Comment sheets
- Draft responses to comments and inquiries (if appropriate)

# 7.4 Board Meetings

At the discretion of CFX, the CONSULTANT shall be responsible for conducting one presentation each to the Central Florida Expressway Authority Governing Board, Seminole County Board of County Commissioners, and MetroPlan Orlando. This is a total of up to three (3) presentations. It is anticipated the presentations will be conducted to coincide with a scheduled Board Meeting with a brief scripted presentation and question and answer session.

The CONSULTANT, with assistance from the PIC, will prepare and/or provide:

- Handouts
- Display graphics and PowerPoint presentation
- Meeting equipment set-up and tear-down

# 7.5 Advisory Groups and Committees

The CONSULTANT shall work with the PIC and GEC to establish a 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 coordinate with 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 coordinate with CFX, the PIC, and the GEC and be responsible for preparing all materials, presentations, etc. distributed to the PAG/EAG members. The CONSULTANT will be available to meet with the PAG and EAG up to two (2) times each during the study to present information regarding the project, receive input, and respond to questions. This is a total of up to four (4) meetings.

Potential EAG/PAG meeting milestones may include:

- a) Project Kick-Off
- b) Prior to Public Information Meeting / Workshop
- c) Project Completion

At the discretion of CFX, the CONSULTANT shall work with the PIC and GEC to conduct one (1) presentation to CFX's Environmental Stewardship Committee (ESC). The CONSULTANT will coordinate with CFX, the PIC, and the GEC and be responsible for preparing all materials, presentations, etc. distributed to the ESC members.

#### 7.6 Project Kick-Off Notification Letter

Within thirty (30) calendar days after the Notice to Proceed Meeting, the CONSULTANT will assist the PIC in preparing and distributing a Project Kick-Off Notification Letter to the following organizations: FTE, FDOT, MetroPlan Orlando, local government agencies, the East Central Florida Regional Planning Council, environmental regulatory agencies, local officials, affected large property owners, and any

group or individual that has expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT and acquaint the recipients with the study, its purpose and objectives. Typical information shall include: study team, project scope, project limits, schedule, and potential issues and concerns.

### 7.7 Unscheduled Project Meetings

The CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT shall be available with no more than a five (5) working day notice, to attend these meetings or make presentations at the request of 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 or assist the PIC with maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to fourteen (14) such unscheduled meetings.

## 7.8 Project Information Line/General Public Correspondence

The PIC will maintain the project information line and general e-mail address established for the project. The CONSULTANT will provide support to the PIC to answer questions and respond to comments.

## 7.9 Project Newsletters

The CONSULTANT shall assist the PIC in preparing and distributing up to three (3) project newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to previous CFX work efforts. Distribution of the newsletters may coincide with key project milestones as follows:

- Project Kick-Off
- Public Information Meeting / Workshop
- Project Completion

The CONSULTANT will assist the PIC in distributing newsletters to all interested parties, public officials, 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 newsletters may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Project Kick-Off 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 standard right-of-entry letter via US Post Office mail delivery.

#### 7.10 Project Webpage

The CONSULTANT shall provide information about the study to the PIC for inclusion on the CFX Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the PIC on an as-needed basis – generally coinciding with Newsletter distribution and EAG, PAG, and public meetings.

# 8.0 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 alternative mobility programs. The created data base of information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

# 8.1 Aerial Photography

The CONSULTANT shall use aerial photography as the basis for plotting various data necessary for planning, engineering and environmental analysis, and presentation of the alternative mobility programs. Copies of aerial photography are the prime source of information used to convey project considerations. The most current existing available aerial photography, either provided by CFX or obtained by the CONSULTANT, will be utilized and the digital aerial photography should be compatible with MicroStation.

Generally, controlled aerial mapping at a scale of 1" = 200' to 1" = 2000' will be used as the basis for plotting various data necessary to conduct detailed analyses. The CONSULTANT will recommend mapping scales for approval by CFX.

#### 8.2 Traffic Data

The CONSULTANT will coordinate with CFX and the T&RC and obtain all applicable project traffic related information including travel demand forecasting, design traffic, and all operational analysis required for completion of the study. The CONSULTANT shall collect any additional data for the study corridor and surrounding roadway network as needed, but is not expected to conduct machine or other forms of manual field counts.

# **8.3** Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- CFX 2040 Master Plan
- MetroPlan Orlando Long Range Transportation Plan (LRTP)
- Seminole County Comprehensive Plan
- East Central Florida Regional Planning Council 2060 Plan
- East Central Florida Corridor Task Force Final Report
- LYNX System Plans
- Plans that discuss non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

## 8.4 Land Use and Development Plans

The CONSULTANT shall collect all adopted land use plans within and adjacent to the study corridor. Additionally, the CONSULTANT will, at a minimum, communicate with staff at Seminole County (and its appropriate city(cities) staffs), East Central Florida Regional Planning Council, major land owners/developers, and other corridor stakeholders to collect information on planned developments that may influence the analysis and outcome of this study.

# 8.5 Physical / Natural Environmental Information

The CONSULTANT will collect information on the existing physical and natural environment from published resources. Information to be collected will include, but not be limited to, the following:

- Roadways
- Socioeconomic Characteristics (schools, places of worship, community centers, etc.)
- Utilities
- Archaeological and Historical Resources
- Recreational areas and facilities
- Wildlife and habitat areas
- Farmlands

- Major wetland features,
- Surface water bodies,
- Outstanding Florida Waters, Wild and Scenic Rivers and Aquatic preserves, if any,
- Floodplains
- Contamination potential sites
- Conservation areas
- Other unique natural features that may influence the analysis and outcome of this study

### 8.6 Interagency and Stakeholder Coordination

The CONSULTANT will be required to initiate and maintain coordination with the local governments, FTE, FDOT, and corridor stakeholders to ensure the study team has a firm understanding of the approved and proposed development plans including transportation facilities, land uses, magnitude and timing.

### 8.7 Study Area Base Maps

The CONSULTANT will prepare base maps for the study corridor that will be used throughout the study for public involvement presentations, corridor maps, and alternative plans. All major environmental features should be identified and plotted as well as all current and projected land uses and development plans collected throughout the coordination process. The CONSULTANT should clearly identify any study area constraints or fatal flaws. Likewise, the CONSULTANT should identify any opportunities that could have substantive influence on potential alternative mobility programs.

#### 8.8 Confirm Corridor Limits

Upon completion of the data collection efforts and identification of unique corridor characteristics, the CONSULTANT will reaffirm the corridor limits.

#### 8.9 Data Collection Summary Technical Memorandum (Deliverable)

The CONSULTANT will summarize the data collection effort in the Existing Conditions Technical Memorandum (Tech Memo). The Tech Memo will document all of the data collection efforts and will include identification of unique corridor features that will materially influence the development and evaluation of alternative mobility programs. Any "fatal flaws" should be clearly identified in this document. The contents of the Tech Memo will be incorporated in the final study document.

## 9.0 ESTABLISH PURPOSE AND NEED

The Purpose and Need Statement will provide the basis for evaluating the effectiveness of each mobility alternative in meeting the corridor's transportation needs and shall be developed to meet the requirements of a potential future PD&E study.

The CONSULTANT, in coordination with CFX and its T&RC, will evaluate current and future year population, population densities, major employment centers and densities, traffic and truck forecasts, weekend and recreational traffic, and other characteristics of the study corridor. The evaluation will include a discussion of demographic shifts and emerging population, past and projected employment, and past and projected housing trends. Development and land use patterns will be evaluated to identify major trip generators and/or communities that are currently, or will be in the future, in need of regional mobility improvements.

Under this task the CONSULTANT will identify the corridor mobility needs and document issues sufficiently to guide the development and refinement of mobility alternatives. The CONSULTANT will

prepare a formal Purpose and Need statement for review, comment, and approval by CFX and the GEC.

#### 10.0 MOBILITY PROGRAM ALTERNATIVE

In this portion of the study, the CONSULTANT will develop and evaluate alternative mobility programs that could satisfy the study's Purpose and Need. The alternative mobility programs could include one or more of the following transportation elements:

- Limited Access Tolled Expressways
- Buses, fixed guideways, bus rapid transit systems, other mass transit technologies
- Intermodal facilities, including park and ride lots

#### 10.1 No-Build Alternative

The CONSULTANT will develop and evaluate a No-Build scenario. This scenario will be based on the assumption that CFX does not implement a mobility program within the corridor above and beyond what the local governments and private entities have in their plans. The evaluation results should definitively relate to the Purpose and Need statement.

# 10.2 Develop Alternative Mobility Programs

The CONSULTANT will develop up to three (3) alternative mobility programs, consisting of one or more of the listed mobility elements. The level of detail expected for each mobility element proposed is provided below.

- Limited Access Tolled Expressway The CONSULTANT will develop conceptual alignments in accordance with the design criteria provided in Attachment B. At a minimum, the CONSULTANT will identify logical termini, prepare typical sections, identify potential bridge and interchange locations (including potential feeder road connections), delineate potential right-of-way requirements, and estimate potential impacts to critical corridor features. Enough detail will be required to enable the preparation of a reasonable cost estimate and impact evaluation, which the CONSULTANT will also provide.
- Multimodal / Mass Transit Technology The CONSULTANT will identify a single or a range of potential multimodal / mass transit technologies that could reasonably serve the projected mobility need. For each identified multimodal opportunity or technology, the CONSULTANT will provide a conceptual alignment and logical termini; and an overview of the operating parameters (headways, service times, etc.), station locations, capital costs and annual operation and maintenance costs.
- Intermodal Facilities The CONSULTANT will identify potential locations for any proposed intermodal facilities. Approximate size and property requirements must also be estimated. Additionally, a description of the potential transportation modes and their interaction at the facilities will be required.

The CONSULTANT will plot each mobility program alternative on the base map to clearly reflect the limits and scope of the alternative.

The CONSULTANT will provide a conceptual implementation schedule for each mobility program alternative that is based on the anticipated development schedule and mobility needs of the corridor. Phased implementation of the overall Mobility Program is acceptable; however, the schedule must clearly indicate the phasing and the triggers for each phase.

The CONSULTANT will present the alternative mobility program(s) to CFX and the GEC for review, comment, refinement and approval.

# 10.3 Evaluate and Refine Mobility Programs

The CONSULTANT will evaluate the unique elements, benefits and impacts of each mobility alternative and summarize in a matrix. The primary evaluation efforts are described below:

- The CONSULTANT will coordinate with the T&RC to develop conceptual traffic forecasts for each mobility program alternative to determine how effective each is at satisfying the Purpose and Need.
- The CONSULTANT will prepare conceptual costs for each alternative. The costs will address initial capital costs such as design, right-of-way acquisition and construction, as well as vehicle / technology procurement for each alternative that includes a multimodal element.
- The CONSULTANT will estimate impacts to the physical and natural environment. This analysis should address not only potential impacts resulting from the proposed alternatives, but also include a discussion of the steps needed to accomplish the environmental approval and possible mitigation.

Upon completion of the evaluation of the alternative mobility programs, the CONSULTANT will present the evaluation results to CFX, the GEC, and the T&RC for review, comment, and refinement.

# 10.4 Financial Viability Analysis – N/A

# 10.5 Concept, Feasibility and Mobility Study Report (Deliverable)

The CONSULTANT will document the alternative mobility program development and evaluation effort in the *Concept, Feasibility, and Mobility Study Report*. In general, the CONSULTANT will provide documentation for all of the major work efforts of the study, including but not limited to the following:

- Data Collection / Existing Conditions (as documented in the Technical Memorandum)
- Corridor Confirmation (as documented in the Technical Memorandum)
- Purpose and Need (as previously approved)
- Alternative Mobility Program Development
- Alternative Mobility Program Evaluation
- Conclusions and Recommendations

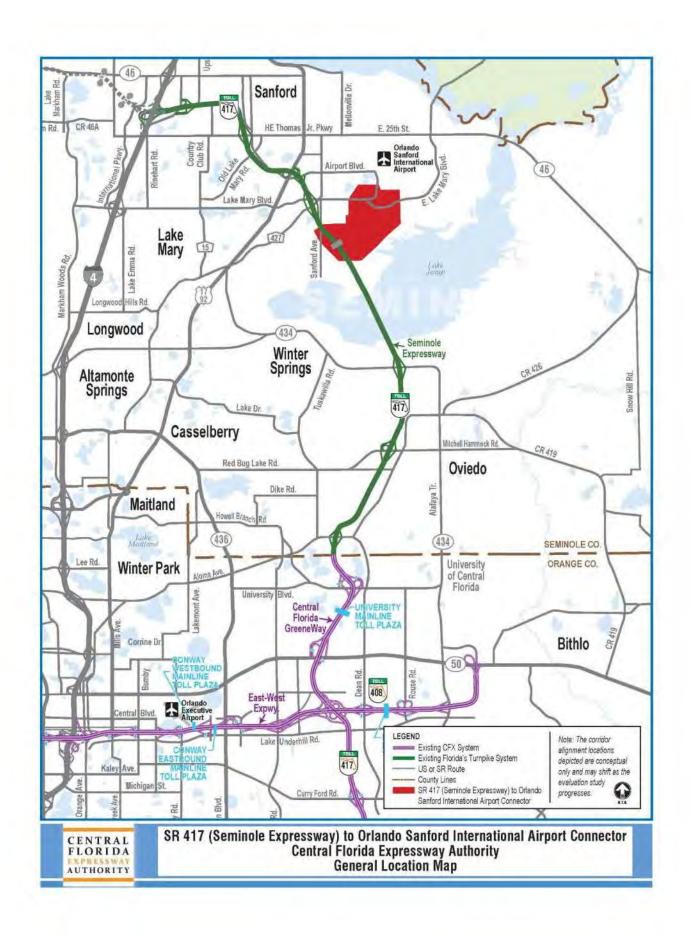
The GEC will provide a DRAFT outline to the CONSULTANT to help ensure the report adequately addresses all pertinent aspects of the study.

# 11.0 DELIVERABLES

The CONSULTANT will provide the following documents / deliverables:

- Corridor Base Maps
- OA/OC Plan
- Assist the CFX PIC with the Public Involvement Plan Final
- Existing Conditions Technical Memorandum (Tech Memo) Draft and Final
- Purpose and Need Statement Draft and Final
- Typical Section Package Draft and Final
- Concept, Feasibility and Mobility Study Report Draft and Final (two hard copies of Final delivered to CFX office)
- Assist the CFX PIC with the Comments & Coordination Summary Final

A PDF of each draft / final submittal will be required for all deliverables.



# **ATTACHMENT B – DESIGN CRITERIA**

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

<b>Design Element</b>	Design Standard	Source
Design Year	2045	- Scope of Services
Design Vehicle	WB-62FL/WB-67	AASHTO 2004, Pg. 18 FDM Part 2, Sect. 201.5
Design Speed Limited Access Facilities Rural & Urban Urbanized Arterials and Collectors C1 Natural C2 Rural C2T Rural Town C3 Suburban C4 Urban General C5 Urban Center C6 Urban Core Ramps Directional Loop	70 mph 50-70 mph 55-70 mph 55-70 mph 25-45 mph 35-55 mph 30-45 mph 25-35 mph 25-30 mph 50 mph 30 mph	FDM Part 2, Tbl. 201.4.1  FDM Part 2, Sect. 201.4.1.1
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 10-12-ft 10-12-ft	FDM Part 2, Sect. 211.2 FDM Part 2, Sect. 211.2.1 FDM Part 2, Tbl 211.2.1 FDM Part 2, Tbl. 210.2.1 FDM Part 2, Sect. 223.2.1.1
Cross Slope (lanes 1-way) Roadway 2-lane (2) 3-lane (3) 4-lane (4) 4-lane (4) – DS = ≥65 mph 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 (2)(1), -0.02 ft/ft (2), -0.03 (2)(1) -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break, straight-line rate) 4.0% 5.0% (between through lane & aux. lane) 6.0% (between through lane & aux. lane)	FDM Part 2, Fig. 210.2.1, 211.2.1  FDM Part 2 Sect. 210.2.4, 211.2.2  FDM Part 2, Fig. 210.2.1, 211.2.1  FDM Part 2, Tbl. 210.2.2, 211.2.2
Median Width Freeway DS ≥ 60 mph DS < 60 mph All, with barrier Arterial & Collector DS ≥ 45 mph ≥ 50 mph DS < 45 mph <50 mph	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft, 30-40-ft 40-ft, 15.5-22-ft	FDM Part 2, Tbl. 210.3.1, 211.3.1
Shoulder Width (lanes 1-way)	Total (ft) Paved (ft) Outside Left Outside Left	FDM Part 2, Tbl. 210.4.1, 211.4.1

	Design Flowent Design Standard Source						
	Source	Design Standard			Design Element		
	Fig 211.4.1, 211.4.2, 210.4.2, 210.4.3	10	10	12	12	Freeway 3-lane or more	
		4	10	8	12	2-lane	
		2	4	6	6	Ramp 1-lane	
		4	8	8	10	1-1ane 2-lane	
		N/A 4	10	N/A 8	12	Aux. Lane	
		0	5	8	10	Arterial & Collector (Norm. volume) 2-lane divided	
		0 N/A 0	5	0 N/A 8	10	2-lane divided 2-lane undivided	
		5	5	10	10	Service Road, 2-Lane, 2-Way, Undivided	
	FDM Part 2, Sect. 210.4.1, 211.4.2	_	_	0.05	0.06	Shoulder Cross Slope	
	Fig 210.4.2, 211.4.1	-	-	7.0%	7.0%	Max. Shoulder "Roll-over"	
2	FDM Part 2, 260.3, Fig 260.1.1, 260.1.2					Bridge section (lanes 1-way)	
2	FDM Part 2, 200.3, Fig 200.1.1, 200.1.2	-	_	6	10	2-lane	
		-	-	10	10	3-lane or more	
		-	-	6	6	1-lane ramp	
		-	-	10	10	2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	
		<u> </u>	1	1			
	FDM Part 2, Sect. 211.6 - (CFX Policy)			ft desirable)	04 ft (04 f	Border Width Freeway	
	3			it desirable)	94-11, (94-1	Ramp	
		1)	t as minimun	.C. plus 10-f	94-ft, (L.O	DS = 60 mph Urban	
				:0)	40-ft (if >5	Arterial/Collector DS = 45 mph >50	
				,0)	33-ft	DS = 45 mph 40	
	FDM Part 2, Sect 210.7, Tbl 210.7.1				25.0	Arterial/Collector (Curb & Gutter)	
					12-ft	C2T Rural Town	
					12-ft	C3 Suburban	
					14-ft	C6 Urban Core	
			Rat	(ft)	Fill Height		
	FDM Part 2, Tbl. 215.2.3					Roadside Slopes	
		1.4				Front Slope	
			1:6 to CZ &		10-20		
			1:2 with gua		>20		
t							
,	where as necessary	ni oj jiiij	naij ine neig				
		er than 1.6	1.2 not flatte		A11	Front slone (curh & gutter)	
			1:4 or 1:3 w		All	Back slope	
		1.01 ex 1.0	front slope				
		41 1. 6	_			Dededone (and 0 "	
			1:2 not flatte		All		
			(freeway/int			•	
			1:4		All	Transverse slope (curb and gutter)	
11.0.1	FDM Part 2, Tbl. 210.10.1, 210.10.2, 21		Max Change (70 mph/60	e	Max. Grad	Max. Grade / Max. Change in Grade	
	FDM Part 2, Tbl. 215.2.3  - (CFX Policy) <sup>3</sup> Use 1:3 slopes, avoid 1:2 slopes excep	1:3 rdrail ench at tht of fill) er than 1:6 / standard itch & 1:6 er than 1:6 er	1:2 with gua (Use 10-ft bi- half the heig 1:2 not flatte 1:4 or 1:3 w width trap d front slope 1:2 not flatte 1:10 or flatte	,	35-ft 35-ft 12-ft 12-ft 12-ft 12-ft 12-ft 14-ft  Fill Height  0.0-5 5-10 10-20 >20  All All	DS = 45 mph ≥50 DS = 45 mph 40 Arterial/Collector (Curb & Gutter) C1 Natural C2 Rural C2T Rural Town C3 Suburban C4 Urban General C5 Urban Center C6 Urban Core	

Ramp   Directional   Chop   Chest	Design Element	<b>Design Standar</b>	·d	Source
Loop		5.00/	0.6007	
Arctinal   C1 Natural   C2 Rural   C3 Natural   C4 Not   C3 Natural   C4 Rural   C3 Rural   C4 Not   C3 Natural   C4 Not   C5 N				
CI Natural CZ Rarial 4,0% 0,50% CZT Rural Town 8,0% 1,00% 0,90% CZ Urina Cienter 8,0% 1,00% CZ Urina Cienter 1,00% CZ Urina Cient		7.0%	1.00%	
C2 Rural		4.0%	0.50%	
Section   Solution				
C3 Suburban C4 Urban General C5 Urban Center C8 Urban Center C8 Urban Center C8 Urban Core Min. Grade Curb & Gutter  Degn. Speed (mph) Distance (ft) T0				
CS Urban Center   S.0%				
Min. Grade Curb & Gutter	C4 Urban General	8.0%	1.00%	
Distance (ht)	C5 Urban Center	8.0%	1.00%	
Minimum Stopping Sight Distance (ft)	C6 Urban Core	8.0%	1.00%	
Minimum Stopping Sight Distance   Cord   C	Min. Grade Curb & Gutter	0.3%	-	FDM Part 2, Sect. 210.10.1.1
Minimum Stopping Sight Distance   Coracle S.0%		Dsgn. Speed (mph)	Distance (ft)	
Grades 2.0%    Grades 2.0%    Grades 2.0%    Grades 2.0%    Sp.   445   360   300   200     Deginion Sight Distance (Pt   70   780-1445   360   300   200     Graviolance maneuver)	Minimum Stopping Sight Distance		730	FDM 210.11.1
So				
A5		55	495	
Decision Sight Distance (Per avoidance maneuver)			425	
Decision Sight Distance				
Decision Sight Distance				
Comparison		U 1 (1)	` /	
So		70		-AASHTO Exh. 3-3
Horizontal Curve Length	(Per avoidance maneuver)			
Horizontal Curve Length   V = Design Speed   30V (desirable)   15V (min.)   FDM Part 2, Tbl 211.7.1				
Horizontal Curve Length   V = Design Speed   30V (desirable)   15V (min.)   FDM Part 2, Tbl 211.7.1				
Horizontal Curve Length   FDM Part 2, Tbl 211.7.1				
Freeway Others		30	220-620	
Freeway Others				
Display	Horizontal Curve Length	V = Design Speed		FDM Part 2, Tbl 211.7.1
Max. Curvature (Degree of Curve)   Freeway   S = 70 mph Rural   3° 30′ 00″   S = 60 mph Urban   5° 15′ 00″   S = 55 mph Rural   6° 30′ 00″   S = 45 mph Urban   8° 15′ 00″   S = 50 mph Directional   8° 15′ 00″   S = 30 mph Loop   24° 45′ 00″   Superclevation Transition   Curve   20% (50% min.)   Curves < 1° 30′ 00″ do not use spirals)   FDM Part 2, Tbl. 210.9.3	Freeway			
Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural 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 = 50 mph Directional DS = 30 mph Loop  Superelevation Transition Tangent Curve 20% (50% min.) Superelevation Transition Rates Fmax = 0.10 2-lane 1:200 (45-50 mph) 1:25 (65-70 mph) 1:170 (55-66 mph) 1:190 (65-70 mph) 1:190 (65-70 mph) 1:100 (25-35 mph) 1:125 (40 mph) 1:125 (40 mph) Crest Sag  Vertical Curves  Vertical Curves  Vertical Curves  Vertical Curves  ASSHTO Exh. 3.73 (page) 3.75 (page) AASHTO Exh. 3.73 (page) 3.75 (page)	Others	15V (min.)		
Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural 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 = 50 mph Directional DS = 30 mph Loop  Superelevation Transition Tangent Curve 20% (50% min.) Superelevation Transition Rates Fmax = 0.10 2-lane 1:200 (45-50 mph) 1:25 (65-70 mph) 1:170 (55-66 mph) 1:190 (65-70 mph) 1:190 (65-70 mph) 1:100 (25-35 mph) 1:125 (40 mph) 1:125 (40 mph) Crest Sag  Vertical Curves  Vertical Curves  Vertical Curves  Vertical Curves  ASSHTO Exh. 3.73 (page) 3.75 (page) AASHTO Exh. 3.73 (page) 3.75 (page)	May Curvatura (Dagrae of Curva)			EDM Bort 2 Thi 210.0.1 210.0.2
DS = 70 mph Rural   3° 30° 10°   7° 15° 10°   7° 10° 10° 10° 10° 10° 10° 10° 10° 10° 10				FDW Part 2, 161 210.9.1, 210.9.2
Second		3° 30' 00"		
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  Superelevation Transition Tangent Curve Spirals Superelevation Transition Rates  **max = 0.10 2-lane  1:200 (45-50 mph) 1:255 (65-70 mph) 1:250 (65-70 mph) 1:190 (65-70 mph) 1:150 (445 mph)  **max = 0.05 (all lanes)  **Dagn. Speed (mph)  **Don'  **Don'  **Don'  **Don'  **Don'  **Don' **Don'  **Don'				
DS = 45 mph Urban   So   15' 00"   Solution   Solutio				
Scale	DS = 55  mph Rural	6° 30' 00"		
DS = 45 mph Frontage Road   8° 15′ 00″   8° 15° 00″   8	DS = 45 mph Urban	8° 15' 00"		
DS = 50 mph Service Road Ramp   S = 50 mph Directional   S = 15' 00"   Superelevation Transition   Superelevation Transition   Spirals   Superelevation Transition Rates   Curve   Superelevation Transition Rates   Curve   Superelevation Transition Rates   E = 1200 (45-50 mph)   Curve   Superelevation Transition Rates   Superelevation				
Ramp   S = 50 mph Directional   8° 15° 00"   24° 45° 00"				
Superclevation Transition   Superclevation Transition   Tangent   Superclevation Transition   Superclevation Transition   Solve   Superclevation Transition   Solve   Superclevation Transition Rates   Curve   Solve   Superclevation Transition Rates   Care   Solve   Sol	*	8° 15' 00"		
DS = 30 mph Loop   24° 45° 00"				
Superelevation Transition   80% (50% min.)   20% (50% min.)   (Curve   20% (50% min.)   (Curves < 1°30°00" do not use spirals).4   FDM Part 2, Sect. 210.9   - (CFX Policy)				
Tangent Curve 20% (50% min.) 20% (50% min.) 20% (50% min.) (Curves < 1°30° 00" do not use spirals).  Superelevation Transition Rates  emax = 0.10  2-lane 1:200 (45-50 mph) - Design Standards Ind. No. 510, 511 - AASHTO Exh. 3-28  1:200 (45-50 mph) - AASHTO Exh. 3-28  3-lane 1:170 (55-60 mph) 1:190 (65-70 mph) 1:190 (65-70 mph) 1:125 (40 mph) 1:125 (40 mph) 1:150 (45 mph)  - (CFX Policy)  FDM Part 2, Tbl. 210.9.3  FDM Part 2, Tbl. 210.9.3  FDM Part 2, Tbl. 211.9.2  AASHTO Exh. 3-73 (coor) 3-75 (coor)	DS = 30 mpn Loop	Z4~ 45′ 00″		
Tangent Curve 20% (50% min.) 20% (50% min.) 20% (50% min.) (Curves < 1°30° 00" do not use spirals).  Superelevation Transition Rates  emax = 0.10  2-lane 1:200 (45-50 mph) - Design Standards Ind. No. 510, 511 - AASHTO Exh. 3-28  1:200 (45-50 mph) - AASHTO Exh. 3-28  3-lane 1:170 (55-60 mph) 1:190 (65-70 mph) 1:190 (65-70 mph) 1:125 (40 mph) 1:125 (40 mph) 1:150 (45 mph)  - (CFX Policy)  FDM Part 2, Tbl. 210.9.3  FDM Part 2, Tbl. 210.9.3  FDM Part 2, Tbl. 211.9.2  AASHTO Exh. 3-73 (coor) 3-75 (coor)	Superelevation Transition			FDM Part 2, Sect. 210.9
Curve   20% (50% min.)   (Curves < 1°30′ 00″ do not use spirals)4   FDM Part 2, Tbl. 210.9.3		80% (50% min.)		
Superelevation Transition Rates   FDM Part 2, Tbl. 210.9.3				***
Superelevation Transition Rates       FDM Part 2, Tbl. 210.9.3         emax = 0.10       1:200 (45-50 mph)       - Design Standards Ind. No. 510, 511         2-lane       1:250 (65-70 mph)       - AASHTO Exh. 3-28         3-lane       1:150 (45-50 mph)       1:170 (55-60 mph)         1:190 (65-70 mph)       1:190 (65-70 mph)         1:125 (40 mph)       1:125 (40 mph)         1:150 (45 mph)       1:150 (45 mph)     FDM Part 2, Tbl 211.9.2  AASHTO Exh. 3-73 (peoch) 3-75 (coc)	Spirals	(Curves <1°30' 00" d	o not use spirals)4	
2-lane  1:200 (45-50 mph) 1:225 (55-60 mph) 1:250 (65-70 mph) 1:150 (45-50 mph) 1:170 (55-60 mph) 1:190 (65-70 mph) 1:190 (65-70 mph) 1:125 (40 mph) 1:125 (40 mph) 1:150 (45 mph)  Permax = 0.05 (all lanes)    Dsgn. Speed (mph)	Superelevation Transition Rates		• / '	FDM Part 2, Tbl. 210.9.3
2-lane  1:200 (45-50 mph) 1:225 (55-60 mph) 1:250 (65-70 mph) 1:150 (45-50 mph) 1:170 (55-60 mph) 1:190 (65-70 mph) 1:190 (65-70 mph) 1:125 (40 mph) 1:125 (40 mph) 1:150 (45 mph)  Permax = 0.05 (all lanes)    Dsgn. Speed (mph)	$e_{\text{max}} = 0.10$			
1:225 (55-60 mph) 1:250 (65-70 mph) 1:150 (45-50 mph) 1:170 (55-60 mph) 1:190 (65-70 mph) 1:100 (25-35 mph) 1:125 (40 mph) 1:150 (45 mph)  emax = 0.05 (all lanes)  Dsgn. Speed (mph)  Vertical Curves  FDM Part 2, Tbl 211.9.2  AASHTO Exh. 3-28  FDM Part 2, Tbl 211.9.2  AASHTO Exh. 3-28  FDM Part 2, Tbl 211.9.2  AASHTO Exh. 3-28  FDM Part 2, Tbl 211.9.2		1:200 (45-50 mph)		- Design Standards Ind. No. 510, 511
1:250 (65-70 mph) 1:150 (45-50 mph) 1:170 (55-60 mph) 1:190 (65-70 mph) 1:190 (65-70 mph) 1:100 (25-35 mph) 1:125 (40 mph) 1:125 (40 mph) 1:150 (45 mph)     Dsgn. Speed (mph)		\ 1 /		
1:170 (55-60 mph) 1:190 (65-70 mph) 1:190 (65-70 mph) 1:100 (25-35 mph) 1:125 (40 mph) 1:150 (45 mph)    Dsgn. Speed (mph)		1:250 (65-70 mph)		
4-lane or more  1:190 (65-70 mph) 1:100 (25-35 mph) 1:125 (40 mph) 1:150 (45 mph)  Dsgn. Speed (mph)  Vertical Curves    Vertical Curves   Crest   Sag   FDM Part 2, Tbl 211.9.2	3-lane			
4-lane or more    1:100 (25-35 mph)   1:125 (40 mph)   1:150 (45 mph)				
e <sub>max</sub> = 0.05 (all lanes)    Dsgn. Speed		1:190 (65-70 mph)		
e max = 0.05 (all lanes)         1:150 (45 mph)           Dsgn. Speed (mph)         K-value           FDM Part 2, Tbl 211.9.2           A SHTO Evb. 3, 73 (creet), 3, 75 (creet)	4-lane or more			
Dsgn. Speed K-value Vertical Curves (mph) Crest Sag FDM Part 2, Tbl 211.9.2  A SHTO Evh. 3, 73 (crest) 3, 75 (cost)				
Dsgn. Speed K-value Vertical Curves (mph) Crest Sag FDM Part 2, Tbl 211.9.2  A SHTO Evh. 3, 73 (greet) 3, 75 (csg.)	$e_{\text{max}} = 0.05 \text{ (all lanes)}$	1:150 (45 mph)		
Vertical Curves (mph) Crest Sag FDM Part 2, Tbl 211.9.2				
Vertical Curves (mph) Crest Sag FDM Part 2, Tbl 211.9.2		Dsgn. Speed	K-value	
	Vertical Curves		Crest Sag	
	$\overline{\text{Length}}, L = KA$			- AASH1O Exh. 3-72 (crest), 3-75 (sag)

Design Element	<b>Design Stands</b>	ard		Source
Mainline	60	245	136	- CFX Policy3
	55	185	115	, and the second
	50	136	96	
	45	98 N/A	79 N/A	Note: FDOT K-values for "ALL
	30	31 N/A	37 N/A	OTHER FACILITIES" are desirable
Ramps	70	401	181	
Kamps	60	245	136	
	50		96	
		136		
	45	98	79	
	30	31	37	
Minimum Lengths	Crest Sag	1		FDM Part 2, Tbl 211.9.3
Freeway				
DS = 70 mph Rural	1000-ft 800-ft	*Crest = 18	00-ft within	
DS = 60 mph Urban	1000-ft 800-ft	interchange		
Arterial	100011 000-11	merenange		
DS = 55 mph Rural	350-ft 250-ft			
DS = 45 mph Urban	135-ft 135-ft			
Collector	133-11 133-11			
	125.0 125.0			
DS = 45 mph Frontage Road	135-ft 135-ft			
DS = 50 mph Service Road	300-ft 200-ft			
Ramp				
DS = 50 mph Directional	300-ft 200-ft			
DS = 30  mph Loop	90-ft 90-ft			
Lane Drop Taper	L = WS (DS = 45  m)			- Design Standards Ind. No. 525, 526
	$L = WS^2/60 \text{ (DS} \le 4$	10 mph)		
	504 . 5044 .	11 (0	`	
	50:1 min, 70:1 desir	able (freeway	/s)	- AASHTO Pg. 818
Clear Zone	Т1 Г	A:1: -	T	
	Travel Lanes	Auxilia	ry Lanes	
Freeway				FDM Part 2, Sect. 210, 211, 215
DS = 70  mph Rural	36-ft	24-ft		FDM Tbl 215.2.1
DS = 60  mph Urban				
Arterial		40.0		
DS = 55  mph Rural	30-ft 18-ft			
	4-ft (Curb & Gutter	·		
DS = 45 mph Urban	24-ft	14-ft		
G 11 4	4-ft (Curb & Gutter	)		
Collector	24.6	14.0		
DS = 45 mph Frontage Road	24-ft	14-ft		
DS = 50 mph Service Road	24-ft	14-ft		
Ramp	10 6	0.0		
DS = 50 mph Directional	18-ft	8-ft		
1 to 2-lane	( 6			
DS = 30  mph Loop	6-ft	6-ft		
1 to 2-lane				EDM 2007
Vertical Clearance	161 (2) ED3 5 1 6 7			FDM 260.6
Over Roadway	16'-6" FDM 16.5			FDM Overhead Sign 210.10.3
Over Railroad	23'-6" FDM 23.5			FDM Waterway 260.8.1
Sign over Roadway Over Water	17'-6" FDM 17.5	2, 0,,		
Over water	12'-0" min. FDM 1	∠ <b>-</b> 0″		
Limited Access Limits				FDM Part 2, Sect. 211.15.
Rural	300-ft min.			12.11 010 2, 0000 211.10.
Urban	100-ft min			
Crossroad overpass/no interchange	200-ft mm			
Crossroad overpassino interenange	200 11			

# **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 degree-convergence)
- d. Exit Ramp Taper of 550 ft. (3 □ degree- divergence)

# Right-of-way

- e. Ten (10) ft. from back of walls or limit of construction.
- f. Two (2) ft. from back of sidewalk on frontage roads.
- g. Drainage and construction easements as required.
- h. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- i. Limited access right-of-way limits per FDM Section 211.15.

# CONSENT AGENDA ITEM #12

# **MEMORANDUM**

TO: **CFX Board Members** 

Aneth Williams FROM:

Director of Procurement

DATE: May 17, 2022

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for

Design Services for 408 Eastbound (EB) Lane Addition, Orange Blossom Trail

(US 441) to I-4

Project No. 408-315A, Contract No. 001905

Letters of Interest for the above referenced project was advertised on March 13, 2022. Five (5) responses were received by the April 5, 2022 deadline. Those firms were GAI Consultants, Inc., Kisinger, Campo & Associates, Corp., Moffatt & Nichol, TranSystems Corporation Consultants and Wantman Group, Inc. (WGI, Inc.)

The Evaluation Committee, after reviewing the Letters of Interest, met on April 12, 2022 and shortlisted Moffatt and Nichol, TranSystems Corporation Consultants and WGI, Inc.

The Technical Committee, after reviewing the technical proposals, heard presentations and prepared it's final ranking on May 16, 2022. The result is shown below:

Ranking	<u>Firm</u>
1	Moffatt & Nichol
2	WGI, Inc.
3	TranSystems Corporation Consultant.

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by:

Director of Engineering

### LOI-001905 Technical Review Committee Meeting - May 16, 2022 Minutes

Technical Review Committee for Design Services for SR 408 Eastbound (EB) Lane Addition, Orange Blossom Trail (US 441) to I-4, Project 408-315A, Contract No. 001905, held a duly noticed meeting on Monday, May 16, 2022 at 9:00 a.m. in the Pelican Conference Room at CFX Administration Bldg., Orlando, FL.

#### **Committee Members Present:**

Glenn Pressimone, Chief of Infrastructure Will Hawthorne, Director of Engineering Dana Chester, Manager of Engineering Jack Burch, Resident Engineer/Project Manager Cade Braud, City of Orlando

#### Other Attendees:

Aneth Williams, Director of Procurement Brad Osterhaus, Sr. Procurement/Q/C Administrator David Falk, Engineering Project Manager

#### Presentations / Q and A:

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

Moffatt & Nichol	09:00 - 09:40 a.m.
TranSystems Corporation Consultant	09:50 - 10:30 a.m.
WGI, Inc.	10:40 - 11:20 a.m.

# **Evaluation Portion:**

The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually completed their scoring sheets and submitted them for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. The scores are as shown:

FIRM	Points	Ranking
Moffatt & Nichol	6	1
WGI, Inc.	11	2
TranSystems Corporation Consultant.	13	3

The Technical Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. Dana Chester reviewed and approved the minutes on behalf of the Committee.

There being no further business to come before the Committee; the meeting was adjourned at 11:40 a.m. These are the official minutes of the Technical Review Committee meeting for Project No. 408-315A, Contract No. 001905 held Monday, May 16, 2022.

Submitted by:

Aneth Williams

Approved by:

Dana Chester, PE

## TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

#### DESIGN SERVICES FOR SR 408 EASTBOUND (EB) LANE ADDITION, OBT (US 441) TO 1-4

#### PROJECT NO. 408-315A CONTRACT NO. 001905

CONSULTANT	DANA CHESTER	WILL HAWTHORNE	GLENN PRESSIMONE	JACK BURCH	CADE BRAUD	TOTAL SCORE	RANKING
	(RANK)	(RANK)	(RANK)	(RANK)	(RANK)		
Moffatt & Nichol	1	1	1	2	1	6	1
TranSystems Corporation Consultants	2	3	3	3	2	13	3
WGI, Inc.	3	2	2	1	3	11	2

EVALUATION COMMITTEE MEMBERS

DAMA CHESTER

WILL HAWTHORNE

GLENN PRESSIMONE

( VS

Monday, May 16, 2022

# CONSENT AGENDA ITEM #13

# MEMORANDUM

TO: **CFX Board Members** 

Aneth Williams / FROM:

Director of Procurement

DATE: May 17, 2022

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for

Design Services for SR 534/SR 417 Systems & Service Interchanges – Seg. 1

Project No. 534-241, Contract No. 001908

Letters of Interest for the above referenced project was advertised on March 20, 2022. Five (5) responses were received by the April 12, 2022 deadline. Those firms were AECOM Technical Services, Inc., Atkins North America, Inc., DRMP, Inc., Kimley-Horn and Associates, Inc. and RS&H, Inc.

The Evaluation Committee, after reviewing the Letters of Interest, met on April 19, 2022 and shortlisted Atkins North America, Inc., DRMP, Inc. and RS&H, Inc.

The Technical Committee, after reviewing the technical proposals, heard presentations and prepared it's final ranking on May 17, 2022. The result is shown below:

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

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by:

Will Hawthorn Director of Engineering Glenn Pressimone, PE

# LOI-001908 Technical Review Committee Meeting- May 17, 2022 Minutes

Technical Review Committee for **Design Services for SR 534/SR 417 Systems & Service Interchanges - Seg.** 1, **Project 534-241, Contract No. 001908,** held a duly noticed meeting on Tuesday, May 17, 2022 at 1:00 p.m. in the Pelican Conference Room at CFX Administration Bldg., Orlando, FL.

#### **Committee Members Present:**

Will Hawthorne, Director of Engineering
Dana Chester, Manager of Engineering
Jamison Edwards, Engineering Project Manager
David Falk, Engineering Project Manager
Tawny Olore, Osceola County

# Other Attendees:

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

# Presentations / Q and A:

Mr. Osterhaus began each interview with a briefoverview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Atkins North America, Inc.	01:00 - 01:45 p.m.
DRMP, Inc.	01:55 - 02:40 p.m.
RS&H, Inc.	02:50 - 03:35 p.m.

#### **Evaluation Portion:**

The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually completed their scoring sheets and submitted them for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. The scores are as shown:

FIRM	<b>Points</b>	Ranking
DRMP, Inc.	7	1
RS&H, Inc.	11	2
Atkins North America Inc	12	3

The Technical Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. Will Hawthorne reviewed and approved the minutes on behalf of the Committee.

There being no further business to come before the Committee; the meeting was adjourned at 3:45 p.m. These are the official minutes of the Technical Review Committee meeting for Project No. 534-241, Contract No. 001908 held Tuesday, May 17, 2022.

Submitted by:

Aneth Williams

Wilherne, PE

Approved:

#### TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

#### DESIGN SERVICES FOR SR 534/417 SYSTEMS & SERVICE INTERCHANGES – SEG. 1 PROJECT NO. 534-214 CONTRACT NO. 001908

CONSULTANT	WILL HAWTHORNE	DANA	JAMISON EDWARDS	DAVID FALK	TAWNY	TOTAL SCORE	RANKING
(RANK)	(RANK)	(RANK)	(RANK)	(RANK)	(RANK)		
ATKINS NORTH AMERICA, INC.	3	2	2	3	2	12	3
DRMP, INC.	10	96*	1	6	3	7	1
RS&H, INC.	2	3	3	2	1		2

EVALUATION COMMITTEE MEMBERS:

OCAL CHESTED

AMISON EDWARDS

AVID/FALK

Mu

Tuesday, May 17, 2022

# CONSENT AGENDA ITEM #14

# **MEMORANDUM**

TO: CFX Board Members

FROM: Diego "Woody" Rodriguez, General Counsel Woody Rodriguez

DATE: May 26, 2022

SUBJECT: Approval of the Slope Easement Agreement and the Second Temporary Construction

Easement with Randall Park Community Development District

Project Number: 528-1240

Parcel Number: 104

Board approval is requested of the attached Slope Easement Agreement and the Second Temporary Construction Easement between the Randall Park Community Development District ("CDD") and CFX.

The Right of Way Committee met on May 25, 2022 and reviewed the attached memorandum with attachments. The CDD has agreed to grant (1) a perpetual slope easement and (2) a temporary construction easement over portions of the real property adjacent to State Road 528 ("SR 528") to permit CFX to construct, expand, improve and maintain SR 528 and any future improvements.

# **MEMORANDUM**

TO: CFX Right-of-Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: May 18, 2022

SUBJECT: Slope Easement Agreement and Second Temporary Construction Easement

between Randal Park Community Development District and the Central Florida

Expressway Authority Project: 528-1240

Parcel: 104

## **BACKGROUND**

The Central Florida Expressway Authority ("CFX") and Brightline Trains Florida LLC, f/k/a All Aboard Florida – Operations LLC ("Brightline") entered into that certain Central Florida Expressway Rail Line Easement dated November 30, 2015 and recorded December 1, 2015 as Document #20150620722, Official Records Book 11020, Page 4646, Public Records of Orange County, Florida ("Rail Line Easement") for the construction and development of a passenger rail project that will transport individuals between Miami and Orlando ("Rail Project"). In order to facilitate the development of the Rail Project, Randall Park Community Development District ("CDD") has agreed to grant a perpetual easement over a portion of the real property adjacent to State Road 528 ("SR 528") owned by the CDD as more particularly depicted in the map attached hereto as **Attachment "A"** ("Map of Easements"). The perpetual easement from the CDD to CFX will permit CFX to construct and maintain the slopes and embankments necessary to support the Rail Project in accordance with the terms and conditions of the proposed Slope Easement Agreement attached hereto as **Attachment "B"** ("Slope Easement"). The rights and obligations of CFX pursuant to the terms of the Slope Easement may be extended by CFX to Brightline and other third parties.

Mattamy (Jacksonville) Partnership and CFX previously entered into that certain Temporary Construction Easement dated May 29, 2015, which is set to expire on October 2, 2024 ("First TCE"). Pursuant to the terms of the First TCE, CFX was permitted to construct, improve, expand and maintain the improvements for SR 528. The purpose of the proposed Second Temporary Construction Easement ("Second TCE") is to preserve CFX's right to enter upon the real property owned by the CDD as more particularly depicted in the Map of Easements ("TCE Property") to construct, expand, improve, or maintain SR 528 and any future improvements thereto, including, without limitation, any slopes or embankments in accordance with the terms and conditions of the Slope Easement for the Rail Project. A copy of the proposed Second TCE is attached hereto as **Attachment "C"**.

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



CFX staff and CFX's General Engineering Consultant ("GEC") have examined the proposed Slope Easement and Second TCE and the proposed location, maintenance functions, and maintenance responsibilities set forth in these agreements.

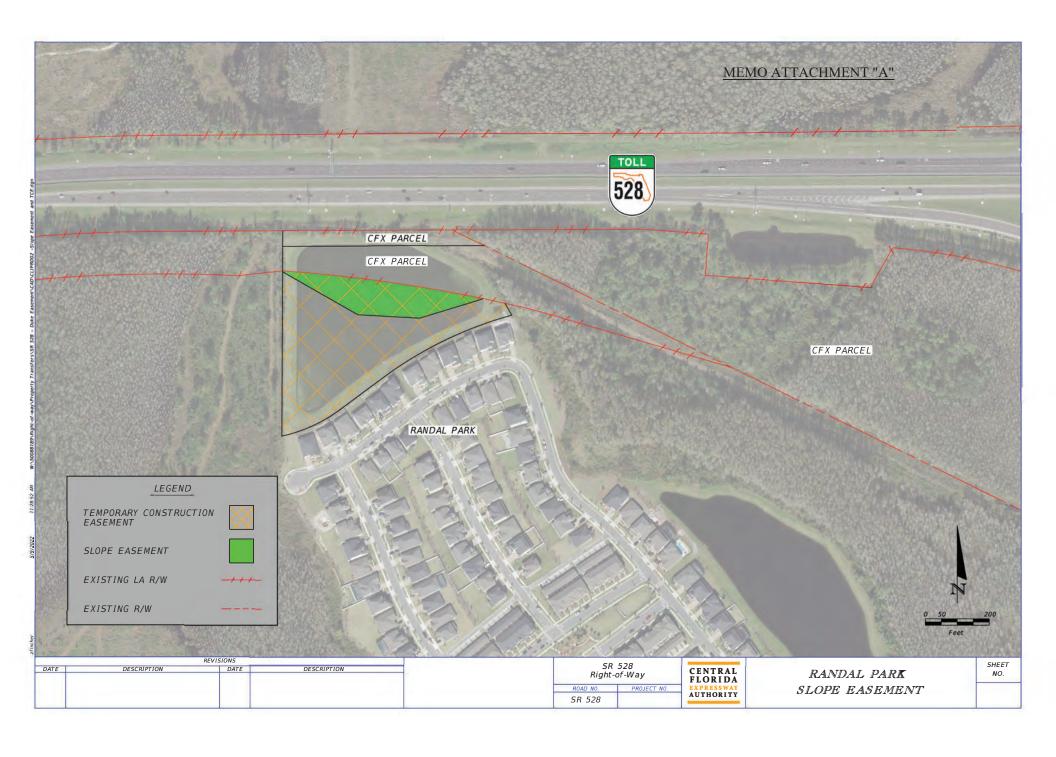
# REQUEST

A recommendation by the Right-of-Way Committee for CFX Board's approval of (1) the Slope Easement Agreement; and (2) the Second Temporary Construction Easement, both between CDD and CFX in forms substantially similar to the attached Slope Easement and Second TCE, subject to any minor or clerical modifications or revisions approved by the GEC, General Counsel or designee.

# **ATTACHMENTS**

- A. Map of Easements
- B. Slope Easement Agreement
- C. Second Temporary Construction Easement

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Prepared by and, after recording, return to: Ambarina A. Perez, Esq. 700 NW 1<sup>st</sup> Avenue, Suite 1620 Miami, Florida 33136

#### SLOPE EASEMENT AGREEMENT

THIS SLOPE EASEMENT AGREEMENT (this "Agreement") is made as of the day of January 2022 (the "Effective Date") by and between RANDAL PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created under Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (together with its successors and/or assigns, "Grantor") and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 38, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (together with its successors and/or assigns, "Grantee", Grantor and Grantee, each a "Party" and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, Grantor is the owner of the real property described on Exhibit "A" attached hereto and made a part hereof (the "Grantor's Parcel");

WHEREAS, Grantee is the owner of the real property described on Exhibit "B" attached hereto and made a part hereof (the "Grantee's Parcel");

WHEREAS, Grantee's Parcel is subject to that certain Central Florida Expressway Authority Rail Line Easement dated November 30, 2015 and recorded December 1, 2015, Document # 20150620722, Book 11020, Page 4646 of the Public Records of Orange County, Florida (as amended, the "Rail Line Easement") for the construction and development by the grantee of the Rail Line Easement (together with its successors and/or assigns, the "Rail Line Grantee") of a passenger rail project that will transport individuals between Miami and Orlando with initial stops in Fort Lauderdale and West Palm Beach, Florida (the "Rail Project");

WHEREAS, Grantor has agreed to grant to Grantee a perpetual easement on the portion of the Grantor's Parcel more particularly described on Exhibit "C" attached hereto and made a part hereof (the "Easement Area") for the sole purpose of construction and maintenance of slopes and embandements to support the improvements of the Rail Project in the Rail Line Easement and such other future improvements which do not interfere with Intercity Passenger Rail Service (as defined in the Rail Line Easement) which the Grantee may construct on the Southern Slope Property (as defined in the Rail Line Easement) of the Grantee's Parcel, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the premises, the covenants and the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Grant of Easement. Grantor hereby grants, dedicates and establishes, subject to the terms and conditions of this Agreement and subject to all covenants, restrictions, easements and other matters of record affecting the Grantor's Parcel, (a) a perpetual and non-exclusive easement in favor of Grantee, its Third Party Users (as hereinafter defined) and their respective employees, agents, representatives, contractors, and subcontractors (each an "Agent" and collectively, the "Agents"), on, over, under, through and across the Easement Area solely for access (including, without limitation, pedestrian and vehicular ingress and egress) to construct, install, use, operate, maintain, repair, improve, modify, replace and remove earthen fill slopes and embankments (collectively, the "Slope Improvements") to support (i) the Rail Line Easement and the construction and operation of the Intercity Passenger Rail Service thereon; (ii) the Southern Slope Improvements (as defined in the Rail Line Easement) to be constructed and maintained on the Southern Slope Property on Grantee's Parcel in accordance with the Rail Line Easement; and (iii) subject to the terms and conditions of the Rail Line Easement, any future Intermodal Rail Improvements (as defined in the Rail Line Easement) or other improvements for proposed future uses, including, without limitation, any construction, installation, repair, improvement, modification, replacement or removal of the Southern Slope Improvements or Slope Improvements for the Intercity Passenger Rail Service necessitated by the construction, installation, use, operation, repair, and maintenance of the Intermodal Rail Improvements as may be coordinated with the Rail Line Grantee in accordance with the terms of the Rail Line Easement (collectively, the "Future Improvements"), which the Grantee or a Third Party User (other than the Rail Line Grantee), may in the future construct on the Southern Slope Property of the Grantee's Parcel, and (b) a perpetual and non-exclusive vehicular and pedestrian access easement on, over, across and upon the Grantor's Parcel as reasonably necessary for the purpose of accessing and performing construction, installation, use, operation, maintenance, repair, improvement, replacement and removal of the Slope Improvements ("collectively, the "Easements"). As used in this Agreement, a "Third Party User" or "Third Party Users" shall mean the Grantee's licensees, lessees, or easement grantees of the Grantee's Parcel, including, without limitation, the Rail Line Grantee. Without limiting the Easements herein granted, and subject to the prior written approval of the Grantee (not to be unreasonably withheld). the Grantor reserves the right to use the Easement Area (including, without limitation, planting and maintaining trees, shrubs and perennials thereon), provided such use shall not undermine the Slope Improvements thereon, or unreasonably interfere with or frustrate the rights of the Grantee and/or its Third Party User's to the Easements pursuant to this Agreement. Grantee reserves the right to review any landscape plans and approve, in its sole and absolute discretion, the type, species, location, size, and density of the plantings. Grantor acknowledges and agrees that in the event Grantor installs any improvements, structures, facilities, plantings, or other landscaping within the Easement Area, Grantee reserves the right to require Grantor, at Grantor's sole cost and expense, to remove or relocate said improvements to the extent they otherwise unreasonably undermine the Slope Improvements thereon, or otherwise interfere with or frustrate the rights of the Grantee and/or its Third Party User's to the Easements pursuant to this Agreement. Grantor's use of the Easement Area in accordance with the foregoing sentence shall be at the sole cost and expense of the Grantor and shall not impose additional liability or obligation on the Grantee or its Third Party Users. No dump trucks, pickups or other vehicles will be parked or left overnight on the Grantor's Parcel. No materials shall be placed

or stored on the Grantor's Parcel. The Grantee agrees and acknowledges that the Grantor makes no representations or warranties of any kind that the Grantor's Parcel is suitable for vehicular, or any other use; the Grantee's use of the Grantor's Parcel is solely at its own risk. Grantee shall be responsible for securing all required approvals, utility approvals and permits, if any, from the applicable governmental entity or agency having jurisdiction therefore in connection with the Grantee's use of Grantor's Parcel. Except as expressly provided in this Agreement, nothing herein shall be interpreted or construed to grant any easement or other rights, temporary or otherwise, over any property other than the Easement Area.

Standards for Completion of Work and Maintenance. Grantee shall, and shall cause its Third Party Users and their respective Agents doing work in the Easement Area to, comply with the following minimum standards with regard to the construction of the Slope Improvements, maintenance, thereof and other work permitted by this Agreement within the Easement Area: (a) all work shall be performed in a good and workmanlike manner, at no cost to the Grantor; (b) Grantee shall be responsible for, or shall cause any Third Party User to be responsible for, the design, construction, maintenance, use and repair of the Slope Improvements in the Easement Area in accordance with all governmental requirements, including, without limitation, all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations (collectively referred to as "All Applicable Laws"); and (c) Grantee shall, and shall cause its Third Party Users and their respective Agents doing work in the Easement Area to obtain, at no cost to Grantor, all necessary governmental permits and approvals in connection therewith, including but not limited to South Florida Water Management District permits. Grantee shall abide by all conditions contained in the permits and approvals, Grantee shall maintain copies of all required permits and approvals and Grantee shall provide same to the Grantor prior to the start of construction. Copies of any citations and/or notices of non-compliance received from regulatory agencies shall be provided to the Grantor within 24 hours of receipt. Grantee shall implement any and all measures necessary to ensure compliance immediately upon receipt of any sch citation and/or notice. The Grantor is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. Grantee agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Grantor.

NOTICE IS HEREBY GIVEN THAT GRANTOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO OR FOR THE GRANTEE OR ITS THIRD PARTY USERS OR TO ANYONE PROVIDING LABOR, SERVICES, MATERIALS OR EQUIPMENT THROUGH OR UNDER GRANTEE OR ANY OF ITS THIRD PARTY USERS, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT WILL ATTACH TO OR AFFECT THE INTERESTS OF GRANTOR. GRANTEE WILL AND WILL CAUSE ITS THIRD PARTY USERS USING THE EASEMENT AREA TO DISCLOSE THE FOREGOING PROVISIONS TO ANY AND ALL CONTRACTORS ENGAGED BY OR THROUGH GRANTEE AND ITS THIRD PARTY USERS TO PROVIDE LABOR, SERVICES, MATERIALS AND/OR EQUIPMENT TO OR ABOUT THE GRANTOR'S PARCEL.

- 3. **Indemnification by Grantee.** To the full extent permitted by law, Grantee hereby agrees to indemnify, defend, protect and hold harmless Grantor and its partners, officers, directors, shareholders, agents, parent company, subsidiaries, affiliates, members, servants, insurers, lenders and employees from and against any and all claims, costs, damages, demands, encumbrances, expenses, injuries, liens, losses, damages, expenses, penalties, actions, lawsuits, orders and other proceedings, awards, fines, judgments and/or liabilities (including, without limitation, reasonable attorneys' fees and court costs incurred in connection therewith, such as those incurred in connection with the enforcement of this indemnity) (collectively, "claims") to the extent arising from or relating to the use of, or access to, the Grantor's Parcel (including the Easement Area) by or through the Grantee, its Third Party Users and/or their respective Agents doing work in the Easement Area, including, without limitation, claims related to accidents, bodily injury, personal injury, loss or damage of or to any person (including employees, agents or representatives of the parties hereto) or property, but excluding any claims to the extent resulting from the Grantor's or its Agents' gross negligence, recklessness or intentional misconduct. The Parties agree that nothing contained herein shall be deemed or shall constitute a waiver of either Party's limitation on liability and sovereign immunity set forth in Section 768.28, Florida Statutes, and other law as applicable.
- 4. Condition of Easement Grantor's Parcel. Grantee hereby accepts the Easement Area in its "AS-IS, WHERE-IS" condition "WITH ALL FAULTS," and no representations, statements or warranties, express or implied, have been made by or on behalf of the Grantor in respect thereof. The Grantor will have no obligation whatsoever to make any improvements to the Easement Area. To the extent any repair is necessitated by, or damage is otherwise incurred as the result of actions of, the Grantee, its Third Party Users or their respective Agents, such repair shall be made or damage corrected at no cost to Grantor.
- 5. <u>Limitation of Liability</u>. The rights to use of the Grantor's Parcel (including the Easement Area) granted herein shall be at the sole risk of the Grantee and the Grantor shall have no liability for any claims, including, without limitation, any claims for bodily injury, personal injury or property damage, incurred by or through Grantee or any Third Party User, or their respective Agents in connection with same.
- Maintenance and Repair by Grantee. Grantee, at its sole cost and expense, shall maintain, or cause any Third Party Users to maintain, the Easement Area and the Slope Improvements thereon in a good, clean and safe condition and in compliance with All Applicable Laws and Grantee, or its Third Party Users, shall, at its sole cost and expense, promptly repair any damage to the Slope Improvements and the Easement Area caused by or through the Grantee and/or any Third Party User or their respective Agents in connection with the rights granted under this Agreement. In the event Grantor, or its Agents, disturb or damage any areas, facilities, improvements or property within the Easement Area, Grantor, or its Agents, shall, at its sole cost and expense, promptly repair, replace and restore any such damage or disturbed areas to its original condition.
- 7. Running with the Land. It is the intention of the Parties hereto that the rights and Easements herein established shall run with, and be appurtenant to, the Grantor's Parcel, including the Easement Area, and shall be burdens upon those parcels upon which they are imposed, shall

run with each of said parcels and shall bind and benefit the owner of said parcels and their successors, assigns, successors-in-title, and mortgagees only for the purposes stated herein.

- 8. Grantor's Representations and Covenants. Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the Easement Area, (b) that Grantor has full right and lawful authority to grant and convey the easements, rights and privileges described herein to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of said easements, rights and privileges described herein, and (d) that Grantor shall obtain the joinder and consent of any mortgage or lien encumbering the Easement Area. Grantor covenants not to undermine the Slope Improvements in the Easement Area, or unreasonably interfere with or frustrate the rights of the Grantee and/or its Third Party User's to the Easements pursuant to this Agreement, nor allow any use or uses that will prevent or unreasonably restrict Grantee's ingress and egress to the Easement Area as described herein, or otherwise impair Grantee's or the Third Party User's enjoyment of the rights granted herein.
- 9. <u>Invalidity</u>. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- 10. Waiver. The failure or delay of any Party at any time to require performance by another Party of any provision of this Agreement, even if known, shall not affect the rights of such Party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any Party of any breach of any provision of this Agreement should not be construed as a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any Party in any case shall, of itself, entitle such Party to any other or further notice or demand in similar or other circumstances.
- 11. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective legal representatives, mortgagees, successors and assigns, nor is anything to this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.
- 12. <u>Applicable Law</u>. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie within Orange County, Florida.
- 13. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by certified or registered United States mail, postage or delivery charge prepaid, return receipt requested, by personal delivery or by nationally recognized overnight express delivery service (such as FedEx) addressed to the person and address designated below:

Notices as to Grantor Randal Park Community Development

shall be sent to: District

c/o Governmental Management Services -

Central Florida LLC 219 East Livingston Street Orlando, Florida 32801-2435

Attention: Jason Showe, District Manager

With a copy to: Latham, Luna, Eden & Beaudine, LLP

201 South Orange Avenue, Suite 1400

Orlando, Florida 32801

Attention: Jan A. Carpenter, District

Counsel

Notices as to Grantee

Central Florida Expressway Authority

shall be sent to: 4974 ORL Tower Road

Orlando, Florida 32807 Attention: Executive Director

Copies to: Central Florida Expressway Authority

4974 ORL Tower Road Orlando, Florida 32807

Attention: Chief of Infrastructure

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, Florida 32807

Attention: Director of Maintenance

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, Florida 32807 Attention: General Counsel

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Parties. All notices given pursuant to this Agreement shall be deemed given upon the date of delivery of the notice or other document, or in the case of refusal to accept delivery or inability to deliver the notice or other document, the date of the attempted delivery or refusal to accept delivery.

14. Estoppel Certificates. Each of the Parties hereto agree, promptly upon request from any other Party hereto, to furnish from time to time in writing certificates containing truthful estoppel information and/or confirmations of the agreements, obligations and easements contained in this Agreement and otherwise in a form and substance reasonably satisfactory to the Party from whom such certificate is sought.

- 15. <u>Amendments</u>. This Agreement may not be amended, modified or supplemented except in writing executed by all Parties hereto. Further, no amendment, modification or supplement shall be effective unless in writing, duly executed, acknowledged and recorded in the Public Records of Orange County, Florida.
- 16. <u>Counterparts and Digital Signatures</u>. This Agreement may be executed in any number of counterparts and by the separate Parties hereto in separate counterparts, including by electronic or digital signatures in compliance with Chapter 668, each of which when taken together shall be deemed to be one and the same instrument.
- Construction. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All the Parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any gender shall be held to include every other and all genders.
- 18. **Recording.** This Agreement shall be recorded in the Public Records of Orange County, Florida, at the Grantee's sole cost and expense.
- 19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the Parties with respect thereto.

# 20. Insurance.

- (a) Grantee shall carry and maintain, and shall cause its contractor performing any work in the Easement Area to carry and maintain, at no cost or expense to Grantor, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Easement Area, in the amounts specified:
- (i) Commercial General Liability Insurance. Commercial general liability ("CGL") insurance covering claims arising from personal injury, death and property damage occurring in or about the Easement Area with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The CGL policy shall include contractual liability coverage of all liabilities arising pursuant to this Agreement.
- (ii) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with a limit of not less than \$1,000,000.00 per occurrence for bodily injury, \$500,000.00 per person and \$100,000.00 property damage or a combined single limit of \$1,000,000.00 for both owned and non-owned vehicles.
- (iii) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance covering all employees of Grantee, as required by the laws of the State of Florida, and Employers' Liability coverage subject to a limit of no less than \$500,000.00 for

bodily injury by accident per accident/\$500,000.00 for bodily injury by disease per employee/\$1,000,000.00 for bodily injury by disease policy limit.

- (b) All policies referred to above shall: (i) name Grantor as an additional insured; (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the Grantor; and (iii) contain an obligation of the insurers to notify the Grantor by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination of any such policy. Grantee shall deliver certificates of insurance to the Grantee on or before the commencement of the Term.
- 21. <u>Default</u>. Any default by any party under this Agreement shall entitle any other to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance. Nothing contained herein shall cause or be construed as a waiver of the Grantee's or the Grantor's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 22. <u>Enforcement of Agreement</u>. In the event that either the Grantor or Grantee seek to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.
- 23. <u>Controlling Law</u>. This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.
- 24. <u>Public Records.</u> Grantor understands and agrees that all documents of any kind provided to the Grantor or the Grantor's Staff in connection with this Agreement are public records and are to be treated as such in accordance with Florida law.
- Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement and that each party has complied with all requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

WITNESSES

By: Loud Co

Print Name: Alex Querran

GRANTOR:

RANDAL PARK COMMUNITY DEVELOPMENT DISTRICT

Name: Stephany Cornelius

Title: Chairperson

WITNESSES	GRANTEE:
	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By:	By:
Print Name:	Name:
	Title:
By:	Date:
Print Name:	
ATTEST:	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of , 2022 for its
Regla ("Mimi") Lamaute Board Services Coordinator	exclusive use and reliance
	By:
	Diego "Woody" Rodriguez General Counsel

State of Florida	
County of Orange	
The foregoing instrument was acknowledged before	me by means of Wahysiaal areas
online notarization, this 21st day of January as Chair per Sou for Randal Park Com  (Seal)  (Signature of Notary)  (Printed, Typed, or Stamped Name of Notary)	, 2022, by Stephany Grammunity Development District.
Personally Known OR	COMMISSION ET
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County of  The foregoing instrument was acknowledged before to online notarization, this day of for Central Flow (Seal)  (Signature of Notary)	, 2022, by

### EXHIBIT "A"

### LEGAL DESCRIPTION OF THE GRANTOR'S PARCEL

Tract B-NV3, Randal Park --- Phase 5 Plat, according to Plat Book 89, Page 66 of the Public Records of Orange County, Florida.

### EXHIBIT "B"

### LEGAL DESCRIPTION OF THE GRANTEE'S PARCEL

[SEE ATTACHED]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD 528 PROJECT No. 528-1240

PARCEL No. 104

LIMITED ACCESS RIGHT-OF-WAY PURPOSE:

ESTATE: FEE SIMPLE

A parcel of land lying in Section 32 Township 23 South, Range 31 East, Orange County, Florida, being a portion of those lands described in Official Records Book 10459 at Page 0063 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument marking the Northwest Corner of Section 32, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°13'49" West, along the west line of the Northwest 1/4 of said Section 32, a distance of 312.61 feet to the existing south Right of Way line of State Road 528 as described in Official Records Book 1516 at Page 915 of said Public Records for the Point of Beginning; thence run North 89°45'06" East, along said existing south Right of Way line, a distance of 629.95 feet to a point on the southerty line of Parcel #41-104 Mitigation Area Taking, as recorded in Official Records Book 4068 at Page 3668 of said Public Records. also being a point on the northerly line of a 60.00 foot wide Florida Power Corporation Right-of-Way Easement recorded in Official Records Book 1893 at Page 946 of said Public Records; thence run South 63°45'43" East, along said southerly line and northerly line of easement, a distance of 861.24 feet; thence, departing said southerly line and northerly Right-of-Way line, run North 73°45'36' West, a distance of 639.09 feet to a point of curvature of a non-tangent curve concave to the south; thence run westerly along the arc of said curve, having a radius of 4851.15 feet, a central angle of 09°26'39", a chord length of 798.71 feet bearing North 81°07' 44" West, an arc distance of 799.62 feet to said west line; thence run North 00°13'49" East along said west line, a distance of 76.12 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

Containing 3.05 acres, more or less.

### LEGEND:

Calculated Deed (D) (M) = Measured

(P) Plat

O.R.B.= Official Records Book

Page Pa. R Radius

Length of curve (arc distance)

Chord distance Delta = central angle CB = Chord Bearing Identification

Line Not To Scale ΡΊD Parcel Identification Number

= State Road S.R.

CFX = Central Florida Expressway Authority

R/W = Right-of-Way = Centerline

= Limited Access Right-of-way line

--∭ PC = Point of Curvature PT = Point of Tangency

PCC = Point of Compound Curvature

PRC = Point of Reverse Curvature (NT) = Non Tangent

= Concrete Monument = section line = 1/4 section line

CM

### Surveyors Notes

- 1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the west line of the northwest 1/4 of Section 32, Township 23 South, Range 31 East as being South 00° 13' 49" West. The average combined scale factor is 0.999943
- 2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
- 3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
- 4. The location and configuration of the lands described and depicted hereon were provided by the client,
- 5. This legal description and sketch may have been reduced in size by reproduction.
- 6. A Commitment for Title Insurance prepared by First American Title Insurance Company, Dated December 1, 2014, file number NCS-586539MTMY-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown hereon.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

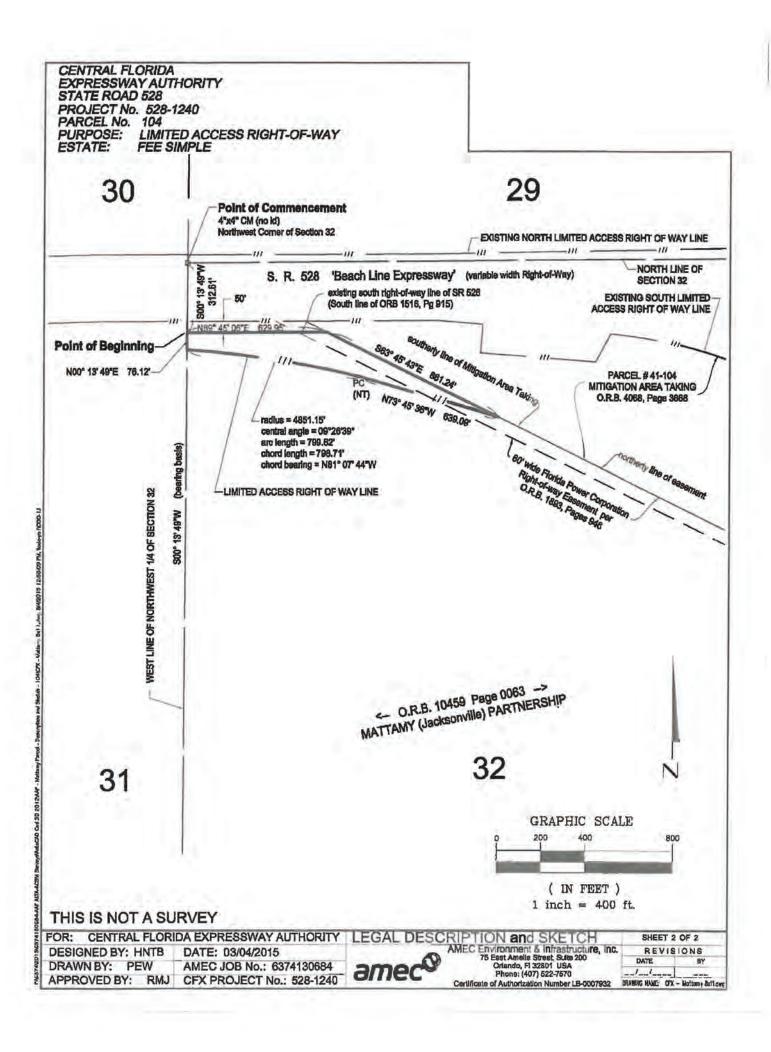
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

### THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY | LEGAL DESCRIPTION and SKETCH Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 DESIGNED BY: HNTB DATE: 03/04/2015 DRAWN BY: PEW AMEC JOB No.: 6374130684 Orlando, FI 32801 USA Phone: (407) 522-7570 APPROVED BY: RMJ CFX PROJECT No.: 528-1240

SHEET 1 OF 2 REVISIONS DATE BY DRAWING HAME: CFX - Mottomy Bx11.deg



### EXHIBIT "C"

# LEGAL DESCRIPTION OF THE EASEMENT AREA [SEE ATTACHED]

PM

SCHEDULE A

LEGAL DESCRIPTION AND SKETCH

ESTATE: EASEMENT

PURPOSE: POND SLOPE AREA

BRIGHTLINE PROJECT: SEGMENT C02

CFX PROJECT: 528-1240

A parcel of land lying in Section 32 Township 23 South, Range 31 East, Orange County, Florida, being a portion of Tract Pond B-NV3 Stormwater, Randal Park -Phase 5, according to the plat thereof recorded in Plat Book 89 at page 66 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument marking the Northwest Corner of Section 32, Township 23 South, Range 31 East, Orange County, Florida; thence run South 00°13'49" West, along the west line of the Northwest 1/4 of said Section 32, a distance of 388.73 feet to a point lying on the southerly limited access right-of-way line of State Road 528 as described in Official Records Book 10927 at Page 6420 of said Public Records and the POINT OF BEGINNING of the herein described parcel, said point being the northwest corner of said Tract Pond B-NV3 Stormwater and lying on a non-tangent curve concave to the south with a radius of 4851.15 feet; thence easterly along said southerly limited access right of way line and north boundary of said Tract Pond B-NV3 Pond, being a curve to the right through a central angle of 7°29'18", an arc distance of 634.02 feet where the chord bears S 82° 06' 24" East a chord distance of 633.57 feet to the point of intersection with a non-tangent line; thence departing said southerly limited access right of way line and said north line, run \$73°03'24"W, a distance of 208.50 feet; thence N86°50'02"W, a distance of 193.64 feet; thence N60°18'25"W, a distance of 270.28 feet to said west line and the west boundary of said Tract Pond B-NV3 Stormwater; thence N00°13'49"E, along said west line and west boundary, a distance of 3.19 feet to the POINT OF BEGINNING.

Containing 44489 square feet or 1.02 acres, more or less

### Surveyors Notes:

- 1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the west line of the northwest 1/4 of Section 32, Township 23 South, Range 31 East as being South 00° 13' 49" West. The average combined scale factor
- 2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of
- This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and
- The location and configuration of the lands described and depicted hereon were based on digital files provided by the client.
- 5. This legal description and sketch may have been reduced in size by reproduction.

#### LEGEND:

= ALL ABOARD FLORIDA

(C) = Calculated

(D) = Deed

(M) = Measured = Plat (P)

O.R.B. or ORB = Official Records Book

Pg. = Page

= Radius R

= Length of curve (arc distance)

CH = Chord distance

Delta = central angle

CB = Chord Bearing

ID or id = Identification

= Plat Book

PID = Parcel Identification Number

S.R. = State Road

C.F.X. = Central Florida Expressway Authority

= Right-of-Way RW

Ç = Centerline

= Limited Access Right-of-way line

PC = Point of Curvature

= Point of Tangency PT

PCC = Point of Compound Curvature PRC = Point of Reverse Curvature

(NT) = Non Tangent

CM = Concrete Monument

= section line = 1/4 section line

No = number

DESIGNED BY: HNTB

DRAWN BY: PEW / TW

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

Robert M. Jones, PLS Florida Surveyor and Mapper License No. LS-0004201

THIS IS NOT A SURVEY BRIGHTLINE TRAINS LLC

DATE: 11/25/2020

AMEC JOB No.: 6374191203

APPROVED BY: RMJ Task No.: 58

LEGAL DESCRIPTION and SKETCH Nood Environment & Infrastructure Solutions, Inc.

550 Northlake Blvd., Suite 1000 Alternonte Springs, FL 32701 USA Phone: (407) 522-7570 Cartificate of Authorization Number LB-0007832

SHEET 1 OF 2 REVISIONS DATE DRAWING NAME: Slope Eosement.dwg C:Wood Jobs/Task 58- Zone 3 SOD for Mattamy Ponds Slope and Maintencance Esmis/AutoCAD Civil 3D 2018/Slope Easement.dwg, 11/25/2020 1:09:14 PM

### **MEMO ATTACHMENT "C"**

Prepared by and Return to:

Ambarina A. Perez, Esq. 700 NW 1<sup>st</sup> Avenue Suite 1620 Miami, Florida 33126

### SECOND TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made effective as of this \_\_\_\_\_ day of January, 2022 (the "Effective Date"), by RANDAL PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created under Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (together with its successors and/or assigns, the "Grantor"), for the benefit of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 and any future owner or easement holder constructing the Future Intermodal Rail Improvements, as defined herein, (the "Grantee").

### **RECITALS:**

WHEREAS, Grantee was created by Part III, Chapter 348, Florida Statutes, and charged with constructing, holding, improving, maintaining and operating a tolled road network in Brevard, Lake, Orange, Osceola and Seminole Counties, Florida, known as the Central Florida Expressway Authority System (the "System"); and

WHEREAS, in furtherance of: (a) Grantee's future construction, improvement, expansion, and maintenance of SR 528, an authorized roadway and/or related facilities or for other appropriate and legally authorized uses; and (b) Grantee's, or any future owner, licensee, lessor, or easement holder, construction of future intermodal rail improvements (the "Future Intermodal Rail Improvements"), (collectively, the "Future Project"); and

WHEREAS, Grantor and Grantee are also parties to that certain Slope Easement Agreement dated \_\_\_\_\_\_ ("Slope Easement Agreement"), by which Grantor granted to Grantee a non-exclusive easement on, over, under, through and across the Easement Area (as defined in the Slope Easement Agreement) for the construction, installation, operation, maintenance, repair, and replacement of Slope Improvements (as defined in the Slope Easement Agreement) to support the Intercity Passenger Rail Service (as defined in the Rail Line Easement) and Future Improvements (as defined in the Slope Easement Agreement), all subject to the terms and conditions of the Slope Easement Agreement; and

WHEREAS, Grantor is the fee simple owner of certain real property located in Orange County, Florida, more particularly depicted and/or described on Exhibit "A," attached hereto and

incorporated herein by reference (the "Temporary Construction Easement Area"), which Temporary Construction Easement Area is located at or adjacent to the Future Project; and

WHEREAS, Grantor and Grantee are also parties of that certain Temporary Construction Easement, entered into on May 29, 2015 and which expires on October 2, 2024, whereby Grantee conveyed a temporary construction easement over, under, upon and through the Temporary Construction Easement Area (the "First Temporary Construction Easement"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, upon the expiration of the First Temporary Construction Easement, a second non-exclusive temporary construction easement over, under, upon and through the Temporary Construction Easement Area, in accordance with the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Grantor does hereby covenant and agree as follows:

- 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Indenture.
- 2. Grant of Second Temporary Construction Easement. Grantor hereby grants, bargains, sells, conveys and declares a second, non-exclusive temporary construction easement for the benefit of Grantee, Grantee's successors and assigns, and their respective employees, agents, contractors, subcontractors, independent contractors, and licensees (the "Second Temporary Construction Easement") over, under, upon and through the Temporary Construction Easement Area.
- 3. Purpose of Temporary Construction Easement. The purpose of the Second Temporary Construction Easement shall be to permit Grantee, through itself, its employees, agents, contractors, subcontractors, and independent contractors (collectively, "Agents"), to enter upon the Temporary Construction Easement Area solely to access, construct and maintain the Future Project and as is otherwise necessary or convenient to construct the Future Project, including, without limitation, the construction, placement, installation, repair, renovation, replacement, of the Future Project or any other improvements associated with the Future Project, together with the privileges and rights herein granted. For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions (other than the existing retention pond) reasonably interfering with the location, construction, and maintenance of the Future Project and, as necessary or convenient, importing fill or changing the grade within the easement area, provided Grantee restores such grade prior to the expiration or termination of this easement. The Grantor further grants to Grantee the reasonable right to enter upon the adjoining lands of the Grantor for the purposes of exercising the rights herein granted upon notice and approval by the Grantee. To the extent permitted by law and subject to any applicable sovereign immunity, the Grantee shall indemnify and hold harmless the Grantor from and against any and all damage or loss arising out of the construction activities of the Grantee and/or its contractors, agents and assigns within the Temporary Construction Easement Area. No dump trucks, pickups or other vehicles will be parked or left overnight on the Grantor's

property, including the Temporary Construction Easement Area. No materials shall be placed or stored on the Grantor's property. The Grantee agrees and acknowledges that the Grantor makes no representations or warranties of any kind that the Grantor's property is suitable for vehicular, or any other use; the Grantee's use of the Grantor's property is solely at its own risk. Grantee shall be responsible for securing all required approvals, utility approvals and permits, if any, from the applicable governmental entity or agency having jurisdiction therefore in connection with the Grantee's use of Grantor's property. Nothing herein shall be interpreted or construed to grant any easement or other rights, temporary or otherwise, over any property other than the Temporary Construction Easement Area.

- 4. <u>Incidental Rights.</u> The Second Temporary Construction Easement herein granted and conveyed by the Grantor to the Grantee grants the right of Grantee, its employees, agents, contractors, subcontractors, and independent contractors: (a) to patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the improvements consistent with the terms of this Indenture; (b) to trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the Future Project (other than the existing retention pond); (c) to enter onto any portion of Grantor's real property necessary for Grantee to exercise the rights granted in this Indenture, upon reasonable notice to Grantor; (d) to exercise any and all rights of Grantee under the Slope Easement Agreement, and (e) all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Second Temporary Construction Easement for the purposes described above and in furtherance of the provisions set forth herein.
- 5. Use of Temporary Construction Easement Area. The Second Temporary Construction Easement is non-exclusive, and nothing in this Indenture shall limit Grantor's present or future use of the Temporary Construction Easement Area, including, without limitation, the Grantor's development and construction of improvements of any type thereon or the further reduction or change in grading of the retention pond that is located on the Temporary Construction Easement Areas; provided, however, the Grantee may not change or alter the grade of the Temporary Construction Easement Area in any manner or make any other modifications to the Temporary Construction Easement Area that negatively impacts the integrity and functionality of the Future Project, the Easement Area as defined in the Slope Easement Agreement, or any other improvements associated therewith. Grantee shall not have access to the Temporary Construction Easement Area through Grantor's adjoining residential development. In the event Grantor, or its Agents, disturb or damage any areas, facilities, improvements or property within the Temporary Construction Easement Area or related to the Future Project, Grantor, or its Agents, shall, at its sole cost and expense, promptly repair, replace and restore any such damage or disturbed areas to its original condition.
- 6. <u>Maintenance and Repair by Grantee</u>. Grantee, at its sole cost and expense, shall maintain, or cause any Agents, to maintain, the Temporary Construction Easement Area in a good, clean and safe condition and in compliance with all governmental requirements, including, without limitation, all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations. Grantee, or its Agents, shall, at its sole cost and expense, promptly repair any damage to the Future Project and the Temporary Construction Easement Area caused by or through the Grantee and/or any Agents in connection with the rights granted hereunder.

- 7. <u>Term of Easement.</u> The term of the Temporary Construction Easement granted herein shall begin on the date the Grantee provides Grantor written notice that it intends to begin construction of the Future Project on the Grantee's adjoining land ("Notice of Construction of the Future Project") and end on the earlier of: (1) five (5) years from the date of the Notice of Construction of the Future Project; (2) completion of the Future Project; or (3) fifty (50) years following the expiration of the First Temporary Construction Easement.
- 8. Governing Law; Venue. This Indenture and the provisions contained herein shall be construed and interpreted in accordance with, and controlled and governed by, the laws of the State of Florida. To the maximum extent permitted by applicable law, any action to enforce, arising out of, or relating in any way to, any of the provisions of this Indenture shall be brought and prosecuted in such court or courts located in Orange County, Florida.
- 9. <u>Covenants Run With the Land.</u> The Second Temporary Construction Easement granted herein and any other terms and conditions of this Indenture are hereby declared and shall hereinafter be deemed to be covenants running with the Temporary Construction Easement Area and shall be binding upon and inure to the benefit of Grantor and Grantee, and each of their heirs, administrators, executors, personal representatives, successors and assigns.
- 10. Grantor's Representations and Covenants. Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the Temporary Construction Easement Area, (b) that Grantor has full right and lawful authority to grant and convey the easements, rights and privileges described herein to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of said easements, rights and privileges described herein, and (d) that Grantor shall obtain the joinder and consent of any mortgage or lien encumbering the Temporary Construction Easement Area. Grantor covenants not to interfere with the Future Project or any other improvements or activities associated therewith, now existing or in the future, nor allow any use or uses that will prevent or unreasonably restrict Grantee's ingress and egress to the Temporary Construction Easement Area as described herein, or otherwise impair Grantee's enjoyment of the rights granted herein.
- 11. Recording. This Indenture shall be recorded in the Public Records of Orange County, Florida, at the Grantee's sole cost and expense.
- 12. Sovereign Immunity. Nothing contained herein shall cause or be construed as a waiver of either the Grantee's sovereign immunity rights under Section 768.28, Florida Statutes, or the Grantor's immunity or limitations on liability granted pursuant to Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 13. <u>Liens.</u> NOTICE IS HEREBY GIVEN THAT GRANTOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO OR FOR THE GRANTEE OR ITS THIRD PARTY USERS OR TO ANYONE PROVIDING LABOR, SERVICES, MATERIALS OR EQUIPMENT THROUGH OR UNDER

GRANTEE OR ANY OF ITS THIRD PARTY USERS, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT WILL ATTACH TO OR AFFECT THE INTERESTS OF GRANTOR. GRANTEE WILL AND WILL CAUSE ITS THIRD PARTY USERS USING THE TEMPORARY CONSTRUCTION EASEMENT AREA TO DISCLOSE THE FOREGOING PROVISIONS TO ANY AND ALL CONTRACTORS ENGAGED BY OR THROUGH GRANTEE AND ITS THIRD PARTY USERS TO PROVIDE LABOR, SERVICES, MATERIALS AND/OR EQUIPMENT TO OR ABOUT THE GRANTOR'S PROPERTY.

- **Indemnification by Grantee.** To the full extent permitted by law, Grantee hereby agrees to indemnify, defend, protect and hold harmless Grantor and its partners, officers, directors, shareholders, agents, parent company, subsidiaries, affiliates, members, servants, insurers, lenders and employees from and against any and all claims, costs, damages, demands, encumbrances, expenses, injuries, liens, losses, damages, expenses, penalties, actions, lawsuits, orders and other proceedings, awards, fines, judgments and/or liabilities (including, without limitation, reasonable attorneys' fees and court costs incurred in connection therewith, such as those incurred in connection with the enforcement of this indemnity) (collectively, the "claims") to the extent arising from or relating to the use of, or access to, the Grantor's Property (including the Temporary Construction Easement Area) by or through the Grantee, its Third Party Users and/or their respective Agents doing work in the Temporary Construction Easement Area, including, without limitation, claims related to accidents, bodily injury, personal injury, loss or damage of or to any person (including employees, agents or representatives of the parties hereto) or property, but excluding any claims to the extent resulting from the Grantor's or its Agents' gross negligence, recklessness or intentional misconduct. Grantor and Grantee agree that nothing contained herein shall be deemed or shall constitute a waiver of either Grantee's or Grantor's limitation on liability and sovereign immunity set forth in Section 768.28, Florida Statutes, and other law as applicable.
- Construction Easement Area in its "AS-IS, WHERE-IS" condition "WITH ALL FAULTS," and no representations, statements or warranties, express or implied, have been made by or on behalf of the Grantor in respect thereof. The Grantor will have no obligation whatsoever to make any improvements to the Temporary Construction Easement Area. To the extent any repair is necessitated by, or damage is otherwise incurred as the result of actions of, the Grantee, its Third Party Users or their respective Agents, such repair shall be made or damage corrected at no cost to Grantor.
- 16. <u>Limitation of Liability</u>. The rights to use of the Grantor's Property (including the Temporary Construction Easement Area) granted herein shall be at the sole risk of the Grantee and the Grantor shall have no liability for any claims, including, without limitation, any claims for bodily injury, personal injury or property damage, incurred by or through Grantee or any Third Party User, or their respective Agents in connection with same.

### 17. Insurance.

(a) Grantee shall carry and maintain, and shall cause its contractor performing any work in the Temporary Construction Easement Area to carry and maintain, at no cost or expense to Grantor, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Temporary Construction Easement Area, in the amounts specified:

- (i) Commercial General Liability Insurance. Commercial general liability ("<u>CGL</u>") insurance covering claims arising from personal injury, death and property damage occurring in or about the Temporary Construction Easement Area with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The CGL policy shall include contractual liability coverage of all liabilities arising pursuant to this Indenture.
- (ii) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with a limit of not less than \$1,000,000.00 per occurrence for bodily injury, \$500,000.00 per person and \$100,000.00 property damage or a combined single limit of \$1,000,000.00 for both owned and non-owned vehicles.
- (iii) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance covering all employees of Grantee, as required by the laws of the State of Florida, and Employers' Liability coverage subject to a limit of no less than \$500,000.00 for bodily injury by accident per accident/\$500,000.00 for bodily injury by disease per employee/\$1,000,000.00 for bodily injury by disease policy limit.
- (b) All policies referred to above shall: (i) name Grantor as an additional insured; (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the Grantor; and (iii) contain an obligation of the insurers to notify the Grantor by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination of any such policy. Grantee shall deliver certificates of insurance to the Grantee on or before the commencement of the term.
- 18. <u>Default</u>. Any default by any party under this Indenture shall entitle any other to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance. Nothing contained herein shall cause or be construed as a waiver of the Grantee's or Grantor's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Indenture shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 19. <u>Public Records.</u> Grantor understands and agrees that all documents of any kind provided to the Grantor or the Grantor's Staff in connection with this Indenture are public records and are to be treated as such in accordance with Florida law.
- 20. <u>Authorization</u>. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Indenture and that each party has complied with all requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
- 21. <u>Notices</u>. All notices given pursuant to this Agreement shall be in writing and shall be given by certified or registered United States mail, postage or delivery charge prepaid, return receipt requested, by personal delivery or by nationally recognized overnight express delivery service (such as FedEx) addressed to the person and address designated below:

Notices as to Grantor

shall be sent to: Randal Park Community Development District

c/o Governmental Management Services - Central Florida, LLC

219 East Livingston Street Orlando, Florida 32801

Attention: Jason Showe, District Manager

With a copy to: Latham, Luna, Eden & Beaudine, LLP

201 South Orange Ave., Suite 1400

Orlando, Florida 32801

Attention: Jan A. Carpenter, District Counsel

Notices as to Grantee

Central Florida Expressway Authority

shall be sent to: 4974 ORL Tower Road

Orlando, Florida 32807

Attention: Executive Director

Copies to:

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, Florida 32807

Attention: Chief of Infrastructure

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, Florida 32807

Attention: Director of Maintenance

Central Florida Expressway Authority

4974 ORL Tower Road Orlando, Florida 32807 Attention: General Counsel

22. <u>Counterparts and Digital Signatures</u>. This Agreement may be executed in any number of counterparts and by the separate Parties hereto in separate counterparts, including by electronic or digital signatures in compliance with Chapter 668, each of which when taken together shall be deemed to be one and the same instrument.

[SIGNATURE(S) ON FOLLOWING PAGE(S)]

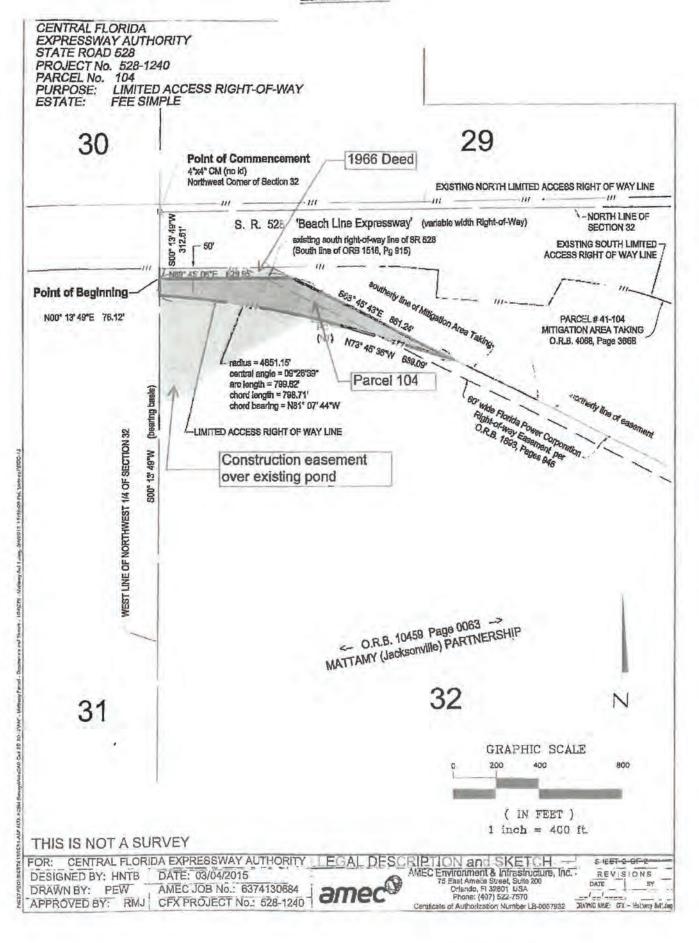
IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

Warningang	GRANTOR:
WITNESSES	RANDAL PARK COMMUNITY DEVELOPMENT DISTRICT
By: Joseph South  By: All Print Name: All Prints	Name: Stephany Cornelius Title: Chair person
State of Florida County of Overige	
online notarization, this 2 15+ day of J	ed before me by means of physical presence or physical presence or the standard presence or the
(Seal) (Signature of Notary)	
(Printed, Typed, or Stamped Name of Nota	ry)
Personally Known OR	CONTEMBER STORY
[] Produced Identification	***
Type of Identification*	HGG 339529  White Under the Committee of
	AND HOLDEN

### EXHIBIT "A"

[See attached]

### EXHIBIT "A"



## CONSENT AGENDA ITEM #15

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### **MEMORANDUM**

TO: **CFX Board Members** 

Aneth Williams Will FROM:

Director of Procurement

DATE: May 19, 2022

SUBJECT: Approval of Fourth Contract Renewal with Rockhopper Services, Inc. for

Systemwide Aquatic Vegetation Control Services

Contract No. 001412

Board approval is requested for the fourth renewal of the referenced contract with Rockhopper Services, Inc. in the amount of \$200,400.00 for one year, beginning on October 6, 2022 and ending October 5, 2023. The original contract was for one year with four one-year renewals.

The work to be performed includes systemwide aquatic vegetation control.

Original Contract	\$ 200,400.	00
First Renewal	\$ 200,400.	00
Second Renewal	\$ 200,000.	00
Third Renewal	\$ 200,400.	00
Fourth Renewal	<u>\$ 200,400.</u>	00
Total	\$1,001,600.	00

This contract is included in the OM&A Budget.

Reviewed by:

Donald Budnovich, PE Director of Maintenance

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 4 AGREEMENT CONTRACT NO. 001412

THIS CONTRACT RENEWAL NO. 4 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of June 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and ROCKHOPPER SERVICES, INC., a Florida corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

### WITNESSETH

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated September 13, 2018, (collectively, the "Original Agreement"), with a Notice to Proceed date of October 6, 2018, whereby CFX retained the Contractor to perform systemwide aquatic vegetation control services; and

**WHEREAS**, pursuant to Article 7 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

- 1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term</u>. CFX and Contractor agree to exercise the fourth renewal of said Initial CFX Contract, which renewal shall begin on October 6, 2022 and end on October 5, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
- 3. <u>Compensation for Renewal Term</u>. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with <u>Exhibit</u> "<u>B"</u> of the Original Agreement, in an amount up to \$200,400.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <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.
- 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.

### ROCKHOPPER SERVICES, INC.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Print Name: Title:	By: Aneth Williams, Director of Procurement
ATTEST: (SEAI	2)
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
By:	use and reliance.
Print Name:	By: Diego "Woody" Rodriguez, General Counse
By:	Diego Woody Rounguez, General Counse.
Print Name:	

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 3 AGREEMENT CONTRACT NO. 001412

THIS CONTRACT RENEWAL NO. 3 AGREEMENT ("Renewal Agreement"), is made and entered into this 13th day of May 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and ROCKHOPPER SERVICES, INC., a Florida corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

### WITNESSETH

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated September 13, 2018, (collectively, the "Original Agreement"), with a Notice to Proceed date of October 6, 2018, whereby CFX retained the Contractor to perform systemwide aquatic vegetation control services; and

WHEREAS, pursuant to Article 7 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

- Recitals. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- Renewal Term. CFX and Contractor agree to exercise the third renewal of said Initial CFX.
   Contract, which renewal shall begin on October 6, 2021 and end on October 5, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
- 3. <u>Compensation for Renewal Term</u>. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with <u>Exhibit "B"</u> of the Original Agreement, in an amount up to \$200,400.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <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.
- Counterpart and Electronic Signatures. This Renewal Agreement may be executed in multiple
  counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of
  which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

ROCKHOPPER SERVICES, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Print Name: Lewis F Collins Title: Prosedur	By: Aneth Williams, Director of Procurement
ATTEST: Ochorah C Coli (SEAL)	
Secretary or Notary If Individual, furnish two witnesses:	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 24 day of 4, 2021 for its exclusive use and reliance.
By:	N 142 -
Print Name:	By:
D	Diego "Woody" Rodriguez, General Counsel
By::	
Print Name:	

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 2 AGREEMENT CONTRACT NO. 001412

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and ROCKHOPPER SERVICES, INC., a Florida corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

### WITNESSETH

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated September 13, 2018, (collectively, the "Original Agreement"), with a Notice to Proceed date of October 6, 2018, whereby CFX retained the Contractor to perform systemwide aquatic vegetation control services; and

WHEREAS, pursuant to Article 7 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

- Recitals. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- Renewal Term. CFX and Contractor agree to exercise the second renewal of said Initial CFX
  Contract, which renewal shall begin on October 6, 2020 and end on October 5, 2021 ("Renewal Term"), unless
  otherwise extended as provided in the Original Contract.
- 3. <u>Compensation for Renewal Term.</u> The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with <u>Exhibit "B"</u> of the Original Agreement, in an amount up to \$200,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <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.
- Counterpart and Electronic Signatures. This Renewal Agreement may be executed in multiple
  counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each
  of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

ROCKHOPPER SI	ERVICES, INC.
---------------	---------------

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Cus & alleri	By:Aneth Williams Digitally signed by Aneth Williams Date: 2020.09.16 13:48:59-04'00'	
Print Name: LEWIS F COLLINS	Aneth Williams, Director of Procurement	
Title: PRESIDENT		
ATTEST: Deloval C Coli (SEAL)		
Secretary or Notary	Approved as to form and legality by legal counsel	
If Individual, furnish two witnesses:	to the Central Florida Expressway Authority on this 16 day of September , 2020 for its exclusive use and reliance.	
By:		
Print Name:	By: Woody Rodriguez  Diego "Woody" Rodriguez, General Counsel	
By:	Diego "woody Rodriguez, General Counsel	
Print Name:		

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001412

19 AUG 19 AM11:27

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of August, 2019, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Rockhopper Services, Inc., herein after called the "Contractor."

#### WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated September 13, 2018, whereby CFX retained the Contractor to perform services related to Systemwide Aquatic Vegetation Control Services; and

WHEREAS, pursuant to Article 7 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 6th day of October, 2019 and ending the 5th day of October, 2020 at the cost of \$200,400.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending October 5, 2019, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending October 5, 2019.

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

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

ROCKHOPPER SERVICES, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By Authorized Signature	BY: Director of Procurement
ATTEST Seneral Dood (ASEAL) Secretary or Notary	Notary Public - State of Florus Commission # GG 045133 My Comm. Expires Feb 18, 2021 Bonded through National Notary Assn
If Individual, furnish two witness:	*
Witness (1) Witness (2)	X
	Legal Approval as to Form
	General Counsel for CFX

### CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND ROCKHOPPER SERVICES, INC.

SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES

CONTRACT NO. 001412

CONTRACT DATE: SEPTEMBER 13, 2018 CONTRACT AMOUNT: \$200,400.00

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, PROPOSAL, ADDENDA, AND FORMS

### **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, PROPOSAL, ADDENDA, AND FORMS

**FOR** 

SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES

CONTRACT NO. 001412

**SEPTEMBER 2018** 

### TABLE OF CONTENTS

Section	<u>Title</u>	Page
C	CONTRACT	C-1 to C-2
GS	GENERAL SPECIFICATIONS	GS-1 to GS-22
	(See General Specification Table of Contents for listing of individual sections.)	
TS	SCOPE OF SERVICES	SS-1 to SS-8
	(See Scope of Services Table of Contents for listing of individual sections.)	
	Addendum No. 1	
P	PROPOSAL	P-1 to P-8
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
	Attachment No. 1 to Scope of Services	1 to 55

### CONTRACT

This Contract No. 001412 (the "Contract"), made this 13th day of September, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Rockhopper Services, Inc., of 8940 Bunken Hill Road, Duette, Florida 34219, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Contract No. 001412, for Systemwide Aquatic Vegetation Control, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be one year with four (4) one-year renewal options or portions thereof. The Contract Amount is \$200,400.00. This Contract was awarded by the Governing Board of CFX at its meeting on September 13, 2018.

### The Contract Documents consist of:

- 1. The Contract,
- 2. The Addenda (if any), modifying the Scope of Services, General Specifications or other Contract Documents,
- 3. The Scope of Services,
- 4. The General Specifications,
- 5. The applicable sections of the FDOT Design Standards, January 2012 edition, as may be amended or supplemented, and
- 6. The Proposal.

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

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

CENTRAL	FLORIDA EXPRESSWAY AUTHORITY
By:	adel
	Director of Procurement
DATE:	00/11/18
ву: ⊂	ROCKHOPPER SERVICES, INC.
	Signature
	LEWIS F COLLINS
	Print Name
	PRESIDENT
	Title
ATT	EST: Ochoral C Caci Seat (Seal)
DAT	TE:9/20/2018
	EST: Deboral C Cace Seal (Seal)

Approved as to form and execution, only.

General Counsel for CFX

State of Florida Oct. 5 2018
County of Manatee

Matary Lemona WOODHAM

NOTARY Public State of Horida

Horney Public State of Horida

Roman Expires Feb 18, 2021

Booded through Hallons Hollary Assan

### GENERAL SPECIFICATIONS

### Table of Contents

1.0	SCOPE OF WORK	
2.0	CONTROL OF THE WORK	
2.1	CFX'S DIRECTOR OF MAINTENANCE	
2.2	COORDINATION OF PLANS AND SPECIFICATIONS	
2.3	FINAL ACCEPTANCE AND CONTRACT CLOSEOUT	
2.4	OTHER WORK	
3.0	OTHER REQUIREMENTS	2
3.1	GOVERNING LAW AND VENUE	
3.2	PERMITS, NOTIFICATIONS AND FEES	2
3.3	HAZARDOUS OR TOXIC WASTE, POLLUTANTS	
3.4	RESPONSIBILITY FOR DAMAGES	4
3.5	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	4
3.6	INSURANCE	5
3.7	SAFETY	
3.8	CONTRACTOR'S RESPONSIBILITY FOR WORK	
3.9	AUDIT AND EXAMINATION OF RECORDS	
3.10		
3.11	DEFAULT AND TERMINATION	
3.12	PREVAILING PARTY ATTORNEY'S FEES	
3.13	BINDING ARBITRATION	13
3.14		
3.15		
3.16		15
3.17	COMPANIES PURSUANT TO FLORIDA STATUTE SECTION 287.135	
3.18	PUBLIC RECORDS	16
3.19	CONVICTED VENDOR LIST	17
3.20	DISCRIMINATORY VENDOR LIST	17
3.21	AVAILABILITY OF FUNDS	18
3.22	ASSIGNMENT	1
3.23	SEVERABILITY	18
3.24	INTEGRATION	18
4.0	PROSECUTION AND PROGRESS OF WORK	18
4.1	PREWORK CONFERENCE	18
4.2	BEGINNING WORK	19
4.3	STATUS OF WORK	19
4.4	OPERATIONS	19
5.0	PAYMENT AND BUDGET CONSIDERATIONS	
5.1	SCOPE OF PAYMENT	20
5.2	REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES	2
5.3	CERTIFICATION OF PAYMENT TO SUBCONTRACTORS	
5.4	BUDGET LIMITATIONS	
5.5	INVOICES	
E 6	DENEWAL OPTION	7

#### GENERAL SPECIFICATIONS

### 1.0 SCOPE OF WORK

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 exhibits or plans (if any).

Proper contract administration of the Contract requires that various forms and documents be completed by the Contractor throughout the term of the Contract. In most instances, these forms, such as Request for Authorization to Sublet Work, will be provided by CFX. In other instances, some forms shall be provided by the Contractor. In both instances, the Contractor shall complete the forms by providing the required information and returning the forms to CFX's Director of Maintenance or his designated representative.

### 2.0 CONTROL OF THE WORK

### 2.1 CFX'S DIRECTOR OF MAINTENANCE

All work shall be subject to review and acceptance by CFX's Director of Maintenance (or such other person designated by the Director of Maintenance), who shall evaluate the Contractor's work for compliance with the Contract Documents. CFX's 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.

To avoid unnecessary repetition of expressions, whenever in the General Specifications, Scope of Services or other Contract Documents the term "CFX" or "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the Landscape Supervisor or other individual or entity identified by CFX.

### 2.2 COORDINATION OF PLANS AND SPECIFICATIONS

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

- 1. Contract
- Addenda

### GENERAL SPECIFICATIONS

- 3. Scope of Services
- General Specifications

### 2.3 FINAL ACCEPTANCE AND CONTRACT CLOSEOUT

CFX will make final payment to the Contractor after the Work is finally accepted by CFX's Director of Maintenance as evidenced by the issuance of written notice of final acceptance and completion of maintenance project. The Contractor shall first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, have furnished CFX with a properly executed and notarized Certificate of Maintenance Contract Completion and Contractor's Affidavit of Satisfaction (conditioned only upon receipt of final payment) as well as, such other documentation as may be required by CFX for the completion of the Contract or release of the Work.

### 2.4 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.

### 3.0 OTHER REQUIREMENTS

### 3.1 GOVERNING LAW AND VENUE

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

The obligations in Section 3.1, Governing Law and Venue, shall survive the expiration or termination of the Contract and continue in full force and effect.

### 3.2 PERMITS, NOTIFICATIONS AND FEES

It shall be the Contractor's responsibility to 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.

### GENERAL SPECIFICATIONS

The Contractor shall further 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 unit prices for the items of work in the Contract.

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.

The Contractor must provide a notarized affidavit to CFX that all motor vehicles operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

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

### 3.3 HAZARDOUS OR TOXIC WASTE, POLLUTANTS

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 CFX's 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.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the Director of Maintenance.

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

#### GENERAL SPECIFICATIONS

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.

### 3.4 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.

### 3.5 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The Contractor shall indemnify, defend and hold harmless CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, agents or employees). Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from CFX to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

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

The obligations in Section 3.5, Hold Harmless and Indemnification, Sovereign Immunity shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### GENERAL SPECIFICATIONS

## 3.6 INSURANCE

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in sub articles 3.6.1 through 3.6.6 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Contract number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. Such Certificates shall provide that in the event of cancellation, nonrenewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

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

#### GENERAL SPECIFICATIONS

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

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

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

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

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

Contract Amount		General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

3.6.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in sub article 3.6.1.

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

3.6.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 3.6.1.

#### GENERAL SPECIFICATIONS

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

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

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

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

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

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

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

CFX, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

3.6.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary

#### GENERAL SPECIFICATIONS

insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by sub article 3.6.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 3.6. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

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

CFX, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

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

#### 3.7 SAFETY

- (1) With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of bidding) is incorporated by reference and made a part of the Contract and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.
- (2) 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

#### GENERAL SPECIFICATIONS

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).

- (3) The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travelway. Class 3 vest garments will be required for all speeds.
- (4) Reflective sheeting material for work zone barricades shall be Type III-A, III-B, or III-C, meeting requirements of Section 994 of the FDOT Standard Specifications, 2010 edition. Reflective sheeting material for all work zone signs shall be fluorescent orange Type III-D or Type IV meeting requirements of Section 994, 2010 edition. Type IV shall be 3M Scotchlite Diamond Grade Fluorescent Roll Up Sign Sheeting or CFX approved equal. Mesh signs shall not be used for work zone signs.

## 3.8 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by CFX, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage 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.

## 3.9 AUDIT AND EXAMINATION OF RECORDS

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a bid, the Contractor or any 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 Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions, constitute grounds for suspension or

#### GENERAL SPECIFICATIONS

disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract. 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.

All individuals, corporations, companies, partnerships, joint venturers or any other business entities who submit a bid or a bid proposal to CFX shall preserve all Bid Records used in determining and submitting the bid for a period of one month after CFX awards the Contract. The successful bidder (Contractor) shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the project by CFX, or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include, but not be limited to, all information, 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 related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by a bidder in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by a bidder in determining a bid.

The obligations in Section 3.11, Audit and Examination of Records, shall survive the expiration or termination of the Contract and continue in full force and effect.

#### 3.10 SUSPENSION OF WORK

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

#### GENERAL SPECIFICATIONS

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.

#### 3.11 DEFAULT AND TERMINATION

- (1) CFX reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of CFX requires such termination or suspension. In such circumstances, CFX shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension. In the circumstance where the Contractor was not in default, the Contractor will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on bid item prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed.
- (2) If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of CFX reasonably exercised, CFX may give notice of default in writing to the Contractor stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may take over the work covered by the Contract.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the Director of Maintenance 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

#### GENERAL SPECIFICATIONS

under the Contract, the Contractor shall be 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, the Contractor demonstrates an intent to cure the default in accordance with CFX's requirements, CFX may, but is not required to, permit the 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.

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

#### 3.12 PREVAILING PARTY ATTORNEY'S FEES

- 3.12.1 If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's work hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.
- 3.12.2 In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with the CFX, failing which the CFX will be deemed the prevailing party in such litigation.
- 3.12.3 For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the CFX (exclusive of interest, costs or expenses) on claims asserted by the CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor litigation (exclusive of interest, cost or expense).
- 3.12.4 The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the CFX by the Contractor (disputed by the CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which the CFX agreed to pay or offered to pay prior to initiation of litigation shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the

#### GENERAL SPECIFICATIONS

claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

- 3.12.5 Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to the CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.
- 3.12.6 The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines. The term "litigation" shall include arbitration or mediation proceedings.
- 3.12.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the CFX, and the CFX shall have had sixty (60) days thereafter within which to respond thereto.
- 3.12.8 The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, the CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.
- 3.12.9 Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

## 3.13 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.

#### 3.13.1 Procedure

#### GENERAL SPECIFICATIONS

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

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

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

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

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

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

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

#### GENERAL SPECIFICATIONS

#### 3.14 DOCUMENTED ALIENS

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

The obligations in Section 3.14, Documented Aliens, shall survive the expiration or termination of this Contract and continue in full force and effect.

#### 3.15 E-VERIFY CLAUSE

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

#### 3.16 INSPECTOR GENERAL

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

The obligations in Section 3.16, Inspector General, shall survive the expiration or termination of this Contract and continue in full force and effect.

## 3.17 COMPANIES PURSUANT TO FLORIDA STATUTE SECTION 287.135

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

#### GENERAL SPECIFICATIONS

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

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

#### 3.18 PUBLIC RECORDS

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

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

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

#### GENERAL SPECIFICATIONS

contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

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

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

#### 3.19 CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## 3.20 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a

#### GENERAL SPECIFICATIONS

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.

#### 3.21 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Contract may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

#### 3.22 ASSIGNMENT

This Contract may not be assigned without the written consent of CFX.

#### 3.23 SEVERABILITY

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## 3.24 INTEGRATION

The contract documents as defined in the Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

## 4.0 PROSECUTION AND PROGRESS OF WORK

#### 4.1 PREWORK CONFERENCE

The Director of Maintenance may call a prework conference prior to Contractor's commencement of work to review the proposed work activities and events with the Contractor and, if applicable, utility companies or others involved.

#### GENERAL SPECIFICATIONS

## 4.2 BEGINNING WORK

The Contractor shall commence work within the number of calendar days required by the Contract, measured from the date the Notice to Proceed has been issued. The term of the Contract will begin on the date established in the Notice to Proceed.

## 4.3 STATUS OF WORK

The Contractor shall keep CFX advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with representatives of CFX. CFX or Contractor may request and be granted a conference with the other party.

## 4.4 OPERATIONS

(1) The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

#### GENERAL SPECIFICATIONS

- (2) No work shall be performed on Sunday, 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. Work may only be performed during prohibited times with written permission from the Director of Maintenance, or in circumstances of an emergency.
- (3) In circumstances where the work task 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.
- (4) 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 pre-determined 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.

## 5.0 PAYMENT AND BUDGET CONSIDERATIONS

#### 5.1 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for all costs of the work performed under the Contract.

#### GENERAL SPECIFICATIONS

## 5.2 REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

If any defined action, duty or service or part required by the Contract or a Work Document is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service or part thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory work) will be withheld by CFX from any invoice or monthly billing period until such time as the work is determined to be acceptable.

## 5.3 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

The Florida Transportation Code, Section 337.11, subsection 8, requires that, prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the contract have received their pro rata share of previous progress payments from the prime contractor for all work completed and materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by CFX and work done under equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies that he/she has disbursed to all subcontractors and suppliers having an interest in the Contract their pro rata shares of the payment out of previous progress payments received by the Contractor, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request.

#### 5.4 BUDGET LIMITATIONS

The Contract is governed by budgetary restrictions and the actual reimbursement to the Contractor will be based on the unit prices of the actual amount of work authorized and approved by the Director of Maintenance. Final reimbursement may be less than the Contract Amount since all quantities are estimated and no quantities are guaranteed.

#### GENERAL SPECIFICATIONS

#### 5.5 INVOICES

Invoices for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

#### 5.6 RENEWAL OPTION

The Contract has a renewal option. Renewals will be on an annual basis not to exceed four (4) one-year renewals, or for a period no longer than the term of the original Contract, whichever period is longer; subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original Contract. Exercise of the renewal option will be made at the discretion and election of CFX. However, if the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of renewal would be inequitable, then the Contractor may terminate the renewal. If the Contractor elects to terminate the renewal it must do so within five (5) days of the renewal exercise.

**END OF SECTION** 

## **Table of Contents**

1.0	PROJECT SCOPE	1
2.0	GENERAL REQUIREMENTS	1
3.0	MAINTENANCE OPERATIONS AND PROCEDURES	3
4.0	CHEMICAL APPLICATIONS	
5.0	AQUATIC VEGETATION CONTROL	6
6.0	LITTER REMOVAL	7
7.0	GRASS CARP OUTFALL BARRIER MAINTENANCE	8
8.0	WORK ORDER ALLOWANCE	
9.0	ATTACHMENT	

#### 1.0 PROJECT SCOPE

The intent of the work is to keep all of the waterways identified in Attachment No. 1 free of vegetation at all times. There are currently one hundred and eighty-five (185) retention ponds located within the limits of the Project. The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of aquatic herbicide applications to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida Greene Way), S.R. 528 (Beach Line Expressway), S.R. 429 (Daniel Webster Expressway), and S.R. 414 (John Land Expressway) as identified in the Aquatic Vegetation Control Reference Maps (Attachment No. 1) attached to this Scope of Services. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform three (3) aquatic herbicide applications and follow up applications as necessary to control all submerged aquatic vegetation, including hydrilla in all ponds that exhibit submersed vegetation growth. The Contractor shall also provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of litter collection and removal from all retention ponds located within the limits of the Project. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform eight (8) cycles of maintenance to previously installed grass carp barriers at pond control structures in ponds as specified in the Scope of Services section 7.0.

## 2.0 GENERAL REQUIREMENTS

- 2.1 Contractor's Personnel, Subcontractors and Subconsultants
  - 2.1.1 Contractor shall possess the Florida Department of Agriculture's Commercial Applicator Certification License for use of restricted pesticides with aquatic herbicide category and shall retain the license during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll at the time of bid submittal.
  - 2.1.2 Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and subconsultants having significant training, expertise, and experience in the maintenance areas or disciplines described herein and in the maintenance specifications.
  - 2.1.3 The Contractor shall adhere to the Florida Statutes, Chapter 487 Pesticide Regulation and Safety, Part 1 Florida Pesticide Law, 487.1585, as amended, Duties of License with Respect to Unlicensed Applicators and Mix-loaders and Field Workers
    - (1) Each licensed applicator shall provide to each unlicensed applicator or mix-loader working under his or her direct supervision adequate instruction and training so that

the applicator or mix-loader understands the safety procedures required the pesticides that will be used. The applicator or mix-loader shall be given this training before handling restricted-use pesticides. This training shall be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mix-loaders at any given time.

- (2) Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the worker's direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period.
- 2.1.4 The Contractor shall provide sufficient qualified manpower as necessary to perform the Contract specified tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the CFX Landscape Architect and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor must be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract, shall be proved at no additional cost to the CFX.
- 2.1.5 The Contractor shall designate a project manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact between the CFX and the Contractor. This individual shall maintain a means of being contacted by the CFX's Landscape Architect (cell phone). The Contractor's project manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be on-site during the performance of the Contract specified tasks.

## 2.1.6 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the

Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures specified herein or as directed by the CFX's Landscape Architect and approved in writing by the CFX.

## 3.0 MAINTENANCE OPERATIONS AND PROCEDURES

## 3.1 Operation Procedures

- 3.1.1 Prior to the performance of the initial waterway maintenance cycle, the Contractor shall meet with the CFX's Landscape Architect to confirm the limits of work, review the Contract documents, and answer any questions as necessary.
- 3.1.2 The CFX's Landscape Architect will forward a set of keys to the Contractor to allow access to ponds which may be within fenced in right of way areas. Gates unlocked and opened by the Contractor in order to gain access to ponds to be treated shall be closed and locked upon completion of work. The Contractor shall return the set of keys at the completion of the Contract.
- 3.1.3 There are several mitigation ponds located in CFX right of way that are not listed in the Aquatic Vegetation Control Reference Maps (Attachment No. 1). attached to this Scope of Services and are not maintained under this Contract. The mitigation ponds are typically enclosed by chain link fencing with identifying signage.
- 3.1.4 The Contractor shall perform the waterway maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall first notify the CFX's Landscape Architect of its intentions at least 48 hours prior to the date of the intended work. The Contractor shall also provide the Landscape Architect with the name and contact cell phone number of the individual who will be supervising the work if the Contractor's project manager does not intend to be onsite.

- 3.1.5 One week prior to the beginning of each maintenance cycle, the Contractor shall submit to the CFX's Landscape Architect, via email, a proposed maintenance schedule listing the dates and locations where maintenance activities shall occur. The Contractor shall promptly notify the CFX Landscape Architect of any changes to the forwarded schedule. No chemical applications shall be performed without prior notification given to the Landscape Architect.
- 3.1.6 The following roadside operational safety procedures must be adhered to <u>at all times</u> by Contractor and Subcontractor personnel:
  - a. Signage for vehicles operating on roadside shoulder placement of temporary Maintenance of Traffic (M.O.T.) devices shall comply with the FDOT Design Standards Drawing No. 600 series as a minimum requirement. In addition, CFX requires that any stationary work activity occurring on the expressway highways or ramps shall require the placement of a temporary M.O.T. sign at a minimum of 500' behind the vehicle and a maximum of 1,500' behind the vehicle. Signs must be moved forward as vehicle moves. Cones must be placed at a taper behind vehicles and kept off of edge of lane striping.
  - b. Flashing amber lights on top of vehicles operating on roadside shoulder must be on and visible at all times while stationary or moving below the minimum speed limit.
  - c. Vehicles operating on the roadside shoulder must be located a minimum of 2' from the travel lane. Vehicles shall be located outside of the clear zone were ever possible (see FDOT Design Standards Drawing No. 700 for conditions and distances).
  - d. No equipment shall be parked on the CFX's right-of-way overnight.
  - e. No equipment shall be parked in the median regardless of the width of the median.
  - f. U- turns shall not be performed across medians (including median turn lanes signed for Emergency Vehicle Use Only, at toll plazas, or under overpasses. Vehicles must use interchanges for such purposes.
  - g. Vehicles and equipment are prohibited from operating on CFX roadside shoulders during peak traffic hours (prior to 9:15 a.m. and after 3:30 p.m.). During peak traffic hours, no equipment shall be located on any median or on any roadside shoulder.

- 3.1.7 The personnel performing these services shall be under the sole responsibility of the Contractor and shall be competent, experienced, and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms.
- 3.1.8 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees shall wear safety vests that meet current FDOT standards at all times while working on CFX ROW. In addition, a list of such employees shall be provided to the CFX prior to beginning work under the Contract.
- 3.1.9 The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable, such as gloves, safety goggles, and respirators.

## 4.0 CHEMICAL APPLICATIONS

- 4.1 The Contractor shall perform all chemical applications in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein.
- 4.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida for aquatic applications. Prior to the first use of a product on the Expressway system, the Contractor shall submit to the CFX's Landscape Architect for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).
- 4.3 The Contractor shall use equipment specifically designed for commercial application of herbicides. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the CFX's Landscape Architect.

- 4.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the CFX and it's representatives for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- 4.5 The Contractor shall complete a <u>daily</u> Pesticide Application Record (form template provided by the CFX's Landscape Architect) reporting the herbicide application activities performed and submit the forms with each invoice. The forms must be thoroughly and accurately filled out prior to submittal.
- 4.6 The Contractor shall prevent over spray of herbicides from damaging adjacent desirable turf, shrubs, and trees. Over spray contact with the public, their property or pets shall be strictly avoided. The Contractor shall be solely responsible for any damages resulting from his actions or the actions of his subcontractors or subconsultants.

## 5.0 AQUATIC VEGETATION CONTROL

- 5.1 The Contractor shall perform eight (8) aquatic herbicide application cycles (March, April, May, June, July, August, September, and November), unless directed otherwise by the CFX's Landscape Architect, to control all emergent vegetation and floating vegetation (including Filimentous Algae, Salvinia, and Duckweed) located within the ponds indicated in the Aquatic Vegetation Control Reference Maps (Attachment No. 1). Treat all vegetation located within each water body up to the high water line. Dying biomass may remain in place.
- 5.2 The Contractor shall notify the CFX's Landscape Architect upon completion of each cycle. The CFX Landscape Architect may perform an inspection within five (5) to seven (7) days of completion. The CFX Landscape Architect shall notify the Contractor of any areas that were missed or need to be re-treated for satisfactory control. Upon notification, the Contractor shall promptly re-treat areas identified by the CFX Landscape Architect. The Contractor shall notify the CFX Landscape Architect upon completion of any directed re-treatment.
- 5.3 No copper-based products are to be used during any application performed as part of this Contract.
- 5.4 The Contractor shall perform three (3) aquatic herbicide application cycles (April, June, and August), unless directed otherwise by the CFX's Landscape Architect, to control all submerged aquatic vegetation, including hydrilla in all ponds that exhibit submersed vegetation growth. Perform follow up applications as necessary for

control. The CFX's Landscape Architect shall inspect the treated ponds four (4) to five (5) weeks following the completion of the final application to determine if a sufficient kill was achieved. Any additional herbicide application required at that time will be performed by the Contractor at no additional cost to the CFX.

5.5 The application cycle for the system shall be completed within 21 calendar days after the start of the cycle. Each cycle shall be completed in its entirety before beginning any subsequent cycle.

#### 6.0 LITTER REMOVAL

- 6.1 The Contractor shall perform eight (8) cycles of litter removal in conjunction with the required eight (8) cycles of aquatic herbicide applications to control emergent and floating aquatic and wetland vegetation. The Contractor shall remove all non-hazardous items floating or partially submerged within the waterways maintained under this Contract. Litter shall include but not be limited to glass, cans, plastic and paper products, palm fronds, etc. The Contractor shall remove all litter located along pond edges below the highwater line. Dying biomass of existing vegetation as a result of the performance of Contract directed aquatic herbicide applications may remain in place.
- 6.2 All collected litter shall be removed daily. No collected litter is to be left on the project property overnight.
- 6.3 Upon receipt of notification of the completion of each litter removal cycle, the CFX's Landscape Architect will inspect the waterways and notify the Contractor of any areas that are found to be incomplete and require additional litter removal. The Contractor may notify the CFX Landscape Architect of the completion of a litter removal cycle completed on individual roadways, so that inspections may be performed promptly before addition litter collects in the cleaned ponds on that roadway.
- 6.4 The Contractor shall not be required to remove any litter that occurs in the designated waterways after the CFX's Landscape Architect has inspected and approved the previous litter removal cycle.
- 6.5 The Contractor shall perform additional litter removal operations as directed by the CFX's Landscape Architect in addition to the eight (8) Contract directed cycles if deemed necessary. This additional work shall be paid for out of the Work Order Allowance at an agreed upon hourly rate.

#### 7.0 GRASS CARP OUTFALL BARRIER MAINTENANCE

- 7.1 In an effort to reduce the environmental impact as well as the cost of a herbicide-only submerged aquatic vegetation maintenance program, the CFX has begun preparing the retention ponds on the CFX system for the stocking of triploid grass carp. No carp have been installed in the CFX ponds to date. In preparation for future carp stocking, Florida Game and Fresh Water Fish Commission approved outfall barriers have been installed in one hundred and forty-eight (148) retention ponds located within the limits of the project. The existing barriers are required to prevent carp from escaping into the surrounding environment. The barriers must be periodically cleaned to remove vegetation and debris from obstructing the waterflow through them.
- 7.2 The Contractor shall inspect all one hundred and forty-eight (148) installed carp barriers throughout the limits of the project during each emergent herbicide application cycle. Any barriers found to have any vegetation or debris obstructing all or partial flow of water through them shall be thoroughly cleaned and the removed vegetation or debris shall be collected and disposed of off-site.
- 7.3 The Contractor shall also inspect the existing carp barriers during each emergent herbicide application cycle to identify any damage, looseness in the mounting, or evidence of structural failure. Any deficiencies and their location shall be noted in the monthly application reports submitted to the CFX Landscape Architect. Repairs to the structures may be performed by the Contractor as directed by the CFX Landscape Architect and paid for out of the Work Order Allowance.

#### 8.0 WORK ORDER ALLOWANCE

The CFX has established a work order allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated following new construction areas. Payment will be made to the Contractor from the Work Order Allowance for additional work activities authorized and accepted by the CFX's Landscape Architect. Any amount remaining in the allowance upon completion and acceptance of the project remains the property of CFX.

#### 9.0 ATTACHMENT

No. 1 - Aquatic Vegetation Control Reference Maps

END OF SECTION

# CONSENT AGENDA ITEM #16

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: **CFX Board Members** 

Aneth Williams Will FROM:

**Director of Procurement** 

DATE: May 12, 2022

SUBJECT: Approval of Fourth Contract Renewal with Chavez's Lawn Services, Inc. for

Mowing and Landscaping Services of the Poinciana Parkway

Contract No. 001650

Board approval is requested for the fourth renewal of the referenced contract with Chavez's Lawn Services, Inc. in the amount of \$250,000.00 for one year, beginning on October 1, 2022 and ending September 30, 2023. The original contract was for three years with renewal options.

The work to be performed includes mowing and landscaping of the Poinciana Parkway.

Original Contract	\$	637,065.00
First Renewal	\$	247,355.00
Second Renewal	\$	250,000.00
Third Renewal	\$	250,000.00
Fourth Renewal	\$	250,000.00
Total	\$1	,634,420.00

This contract is included in the OM&A Budget.

Reviewed by:

Donald Budnovich, P.E. Director of Maintenance

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 4 AGREEMENT CONTRACT NO. 001650

THIS CONTRACT RENEWAL NO. 4 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of June 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and CHAVEZ'S LAWN SERVICES, INC., a Florida corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

WHEREAS, on December 31, 2018, Osceola County Expressway Authority ("OCX") and CFX entered into a Transfer, Assignment and Assumption Agreement wherein OCX assigned all of its right, title and interest to certain agreements to CFX, including the agreement between OCX and CONTRACTOR, entered on or about November 11, 2016, ("Original Agreement") as amended by Amendment #1 on December 16, 2016 ("Amendment") (references to the "Original Agreement as Amended")

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated April 1, 2019 as amended or supplemented by that certain First Renewal on September 6, 2019 (collectively, the "Initial CFX Contract"), whereby CFX retained the Contractor to perform Mowing and Landscaping Services along the Poinciana Parkway.

**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. <u>Renewal Term</u>. CFX and Contractor agree to exercise the fourth renewal of said Initial CFX Contract, which renewal shall begin on October 1, 2022 and end on September 30, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
- 3. <u>Compensation for Renewal Term</u>. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with <u>Exhibit</u> "<u>B"</u> of the Original Agreement attached hereto and incorporated herein by reference, in an amount up to \$250,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <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.
- 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.

## CHAVEZ'S LAWN SERVICES, INC.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:Print Name: Title:	By: Aneth Williams, Director of Procurement
ATTEST:(SEAL)	
Secretary or Notary If Individual, furnish two witnesses:	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of, 2022 for its exclusive use and reliance.
By:	
Print Name:	By: Diego "Woody" Rodriguez, General Counse
By:	<i>y y y y</i>
Print Name:	

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 3 AGREEMENT CONTRACT NO. 001650

THIS CONTRACT RENEWAL NO. 3 AGREEMENT ("Renewal Agreement"), is made and entered into this 13th day of May 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and CHAVEZ'S LAWN SERVICES, INC., a Florida corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

WHEREAS, on December 31, 2018, Osceola County Expressway Authority ("OCX") and CFX entered into a Transfer, Assignment and Assumption Agreement wherein OCX assigned all of its right, title and interest to certain agreements to CFX, including the agreement between OCX and CONTRACTOR, entered on or about November 11, 2016, ("Original Agreement") as amended by Amendment No. 1 on December 16, 2016 ("Amendment") (references to the "Original Agreement as Amended")

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated April 1, 2019 as amended or supplemented by that certain First Renewal on September 6, 2019 (collectively, the "Initial CFX Contract"), whereby CFX retained the Contractor to perform Mowing and Landscaping Services along the Poinciana Parkway.

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:

- l. <u>Recitals.</u> The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term.</u> CFX and Contractor agree to exercise the third renewal of said Initial CFX Contract, which renewal shall begin on October 1, 2021 and end on September 30, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
- 3. <u>Compensation for Renewal Term.</u> The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with <u>Exhibit "B"</u> of the Original Agreement attached hereto and incorporated herein by reference, in an amount up to \$250,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. Effect on Original Agreement. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
- 5. <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.

Notary Pu Commis My Comm.	CENTRAL FLORIDA EXPRESSWAY  AUTHORITY  SHA GAJADHAR  blic · State of Florida ssion # GG 910083  Expires Sep 3, 2023 National Notary Assn.
Print Name: Procila Mansinghi Title: Authorized Representative	Aneth Williams, Director of Procurement
ATTEST: NUSSa Soyal (SEAL)	
Secretary or Notary	Approved as to form and legality by legal counsel
If Individual, furnish two witnesses:	to the Central Florida Expressway Authority on this day of, 2021 for its exclusive use and reliance.
By:	
Print Name:	By: Diego "Woody" Rodriguez, General Counsel
By:	
Print Name:	

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 2 AGREEMENT CONTRACT NO. 001650

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and CHAVEZ'S LAWN SERVICES, INC., a Florida corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

#### WITNESSETH

WHEREAS, on December 31, 2018, Oscoola County Expressway Authority ("OCX") and CFX entered into a Transfer, Assignment and Assumption Agreement wherein OCX assigned all of its right, title and interest to certain agreements to CFX, including the agreement between OCX and CONTRACTOR, entered on or about November 11, 2016, ("Original Agreement") as amended by Amendment #1 on December I 6, 2016 ("Amendment") (references to the "Original Agreement as Amended")

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated April 1, 2019 as amended or supplemented by that certain First Renewal on September 6, 2019 (collectively, the "Initial CFX Contract"), whereby CFX retained the Contractor to perform Mowing and Landscaping Services along the Poinciana Parkway.

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:

- Recitals. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. Renewal Term. CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on October 1, 2020 and end on September 30, 2021 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
- 3. <u>Compensation for Renewal Term</u>. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with <u>Exhibit "B"</u> attached hereto and incorporated herein by reference, in an amount up to \$250,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
- 4. <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.
- 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.

CHAVEZ'S LAWN SERVICES, INC.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Pransinah	By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.09.16 14:15:09-04:00
Print Name: Priscilla Mansingh	Aneth Williams Director of Procurement
Title: Authorized Representative.	NEISHA GAJADHAR
ATTEST: MUSICA GOYAEL (SEAL)	Notary Public - State of Florida Commission # GG 910083 My Comm. Expires Sep 3, 2023 Bonded through Rational Notary Josep.
Secretary or Notary	Approved as to form and legality by legal counsel
If Individual, furnish two witnesses:	to the Central Florida Expressway Authority on this 16 day of September , 2020 for its exclusive
Desc	use and reliance.
By:	11/10/
Print Name:	By: Woody Rodriguez
	Diego "Woody Rodriguez, General Counsel
By:	
Print Name:	

## AGREEMENT FOR MOWING AND LANDSCAPING SERVICES ALONG THE POINCIANA PARKWAY

## **CFX CONTRACT NO. 001538**

(First Renewal)

This Agreement is made and entered this day of September 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" or "Authority", and CHAVEZ'S LAWN SERVICES, INC., a Florida corporation, registered and authorized to conduct business in the State of Florida, whose principal address is 950 S. Hoagland Blvd., Kissimmee, FL 34741, with a mailing address of P.O. Box 700428, Saint Cloud, Florida 34769, hereinafter "CONTRACTOR." CFX and Contractor shall be jointly referred to as the "Parties" or individually referred to as the "Party."

## **RECITALS:**

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;

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);"

WHEREAS, on December 31, 2018, Osceola County Expressway Authority ("OCX") and CFX entered into a Transfer, Assignment and Assumption Agreement wherein OCX assigned all of its right, title and interest to certain agreements to CFX, including the agreement between OCX and CONTRACTOR, entered on or about November 11, 2016, ("Original Agreement") as amended by Amendment #1 on December 16, 2016 ("Amendment") (references to the Original Agreement with the Amendment shall be referred to as "Original Agreement as Amended");

WHEREAS, on or about April 1, 2019, the parties entered into CFX Contract No. 001538 for Moving and Landscaping Services Along the Poinciana Parkway ("Initial CFX Contract");

WHEREAS, the Parties seek to renew the Initial CFX Contract for one additional year with the option of renewing one additional year with the same services, compensation, and terms;

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to renew the Initial CFX Contract as further described herein.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and CONTRACTOR agree to renew the Initial CFX Contract as follows:

1. Recitals. The recitals are true and incorporated as terms.

- 2. Term. The term of this Agreement shall begin on October 1, 2019 and continue through September 30, 2020. CFX has the option to renew this Agreement for one additional year with the same services, compensation, and terms, and this Agreement may be extended when in the best interest of CFX.
- 3. <u>Scope of Services.</u> The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

## 4. <u>Compensation.</u>

•

- A. The amount to be paid under this Agreement for services rendered will not exceed Two Hundred Forty-Seven Thousand Three Hundred Fifty-Five and 00/100 Dollars (\$247,355.00) in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by CFX. In its sole discretion, CFX reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event CFX is not satisfied with the services provided by the CONTRACTOR, CFX will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.
- 5. The terms and conditions listed in in **Exhibit "C,"** which were part of the Initial CFX Contract, are incorporated by reference as though set forth fully herein.

SIGNATURE PAGE TO FOLLOW ]

IN WITNESS WHEREOF, the Parties evidence their agreement through the execution of this Agreement by their duly authorized signatures.

#### "CONTRACTOR"

# 

Approved as to form for execution by CFX only.

General Counsel for the CFX

# EXHIBIT "A" SCOPE OF SERVICES

#### A. Scope of Work.

Provide all supervision, labor, equipment, materials and fuel to perform mowing maintenance as indicated in this statement of work. The work in this section consists of large tractor mowing, small machine mowing, edging, litter removal, blowing, weed eating, or hand mowing and cleaning of inlets and outlets of retention / detention areas and drainage systems.

#### B. Project Boundaries.

 Poinciana Parkway: Service area begins at the intersection of 17-92 east to the intersection of Cypress Parkway, approximately 8.55 miles to include the mowing of nine (9) retention ponds.

#### 2. Additional Areas:

- a) Marigold Avenue from the bridge deck east approximately 600 ft. to E. Bourne Road entire right of way.
- b) Koa Avenue from the bridge deck east approximately 300ft entire right of way.
- c) Large bridge access road. This area will need to be cut once per month.

## C. Areas of Concern.

Drainage ditches and overpasses with steep slopes will require extensive amounts of hand work or the use of specialized slope mowing equipment. Poinciana Parkway is a toll road and toll fees will need to be considered in your bid pricing.

#### D. Fence Lines.

Fencing runs along both sides of the entire project and around all the retention ponds. Fence lines will require spraying monthly to control weed growth.

#### E. <u>Estimated Quantities.</u>

The estimated number of cycles for this bid is 22 mowing cycles and 12 fence line spraying cycles annually.

#### F. Edging.

Edging encompasses the removal of all weeds, sand, vegetation, debris and plant material by the Contractor from all edges including but not limited to the following: sidewalks, paved approaches, drainage structures and curbs, to maintain these areas in an attractive and manicured condition. Edging encompasses the removal of growth mechanically and manually. Note: Areas specified for edging shall not be treated with herbicide. Edging shall accompany mowing.

The edging of sidewalks, paved approaches, and curbs shall create a distinct void, approximately one half (1/2) inch horizontally between the structure and the turf. String trimmer shall not be used in edging. Edging also includes the removal of all sand and debris from the areas designated to be edged.

Upon completion of edging by the Contractor, no growth, sand or debris shall touch any of the structures designated for edging. All sand and debris shall be removed, by the Contractor, from the areas designated for edging. The cost of edging and removal and disposal of debris shall be included in the contract cycle cost.

#### G. Inlet and Outlets Structures.

Inlet and outlet structures, for the purposes of this document, are defined as, but not limited to, drainage pipes, culverts, control structures, energy dissipaters, sloughs, spill

ways, canals, flues, flumes, or any other drainage systems specifically designed to force water flow into a retention/detention area and to drain water from it.

#### H. Mowing

All grass shall be cut to a uniform height of 4 inches +/- one half inch. All areas that cannot be mowed using a large tractor or large mower shall be mowed with a small power mower, however, in areas determined to be totally inaccessible to any type of mower, weed eaters, grass or string trimmer, or brush cutters will be used to cut these areas in accordance to the specifications of this contract. Vendors will take every opportunity and any and all precautions to prevent scalping or shaving the grass covered areas while mowing any of these areas. All grass clippings will be removed from all sidewalk and curb areas by use of a power blower prior to leaving the work site.

#### I. String Trimmers and Brush Cutters.

Weed, grass, and brush trimmers are to be used to cut in areas totally inaccessible to mowing equipment. Inaccessible areas include, but are not limited to, inlet and outlet structures, base of walls and fencing, tree rings, irrigation heads and systems, curbs, walkways, lighting and light poles, telephone switch boxes and poles, power transformers, steep slopes and signs in order to meet with the requirements of this contract. However, no shaving or scalping of the grass surface is allowed. Trimming shall accompany mowing.

#### J. Fence Line Weed Control.

Fence Lines are to be sprayed monthly to eliminate any and all vegetation growth. Fence line spray pattern shall not exceed 6" on either side of the fence line. Fence line spraying is a separate pay item in the bid tab. Twelve (12) Fence line spraying cycles annually.

#### K. For Crack Weed Control.

The Herbicide Treatment shall be only for the treatment of all expansion joints and cracks located on sidewalks, curbs, concrete medians and paved approaches.

The Authority Project Manager will determine areas approved for herbicide treatment. All herbicides used shall be Round Up or equivalent, applied in conformance with the manufacturer's instructions. The cost of the application of herbicide to these areas shall be included in the biweekly contract cost.

- 1. Upon completion of herbicide treatment by the Contractor, no growth shall remain on any of the areas designated to be treated.
- All dead vegetation shall be removed from all areas sprayed, including sidewalk
  expansion joints, curbs, gutters, and concrete medians, etc. The cost of the removal
  and disposal of all vegetation shall be included in the contract cost.
- 3. Herbicide Limitation of Operation: The Contractor shall abide by all rules, laws, ordinances and statutes of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. The Contractor at his/her expense will replace plants, grass and trees damaged by the improper use of herbicides. Replacements will be the same size and type of those damaged.
- 4. Herbicide Quality: If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the Osceola County Expressway Authority.

#### L. Retention Areas.

All retention areas shall be mowed from fence lines to water's edge. All inlet and outlet structures are to be trimmed and kept free of vegetation. <u>Trash that has collected in or at the water's edge will be the responsibility of the Contractor to remove.</u> Retention Ponds

are to remain locked at all times. Combinations to the locks shall be provided at award of contract.

#### M. Litter & Debris Removal.

Litter and debris shall be removed from site each visit. All litter and debris are to be removed prior to and upon completion of all services. Litter and debris removal includes the pickup, removal and disposal from all areas included in contract. Litter and debris shall include, by way of example but not limited to bottles, glass, cans, wood, paper scrapes, branches and any and all other materials which will give the property an objectionable appearance. It is understood that the Contractor shall remove any litter and debris prior to mowing that can be torn, ripped scattered or further subdivided by the mowers. The cost of litter and debris removal and disposal shall be included in the biweekly contract price.

#### N. Mowing Supervisor.

The Contractor shall provide an individual who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the supervisor is unavailable shall be designated in writing to Procurement Services.

#### O. Authority.

The mowing supervisor or alternate shall have full authority to act for the Contractor on all matters relating to daily operation of this contract.

#### P. Availability.

The mowing supervisor or alternate shall be available during normal business hours within 4 hours to meet with Osceola County Expressway Authority personnel to discuss problem areas.

#### Q. Contractor Personnel Appearance.

The Contractor's personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the company name or by wearing appropriate badges, which contain the company and employee name.

## R. Vehicle Operators Licenses.

The Contractor shall ensure that all vehicle operators have a valid Florida operator's license for the type vehicle being driven, prior to starting work.

#### S. Standards of Service:

The standards of service provided by the Contractor shall be equal to Osceola County Expressway Authority standards and those normally expected of a competent firm engaged in the grounds maintenance/mowing services business.

#### T. Qualified Technicians.

The Contractor is held responsible for providing fully qualified craftsmen/technicians/workers to perform the tasks necessary in grounds maintenance/mowing services.

#### U. Hours of Work.

Work may be performed by the Contractor between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. No work may be performed before sunrise or after sundown without advance written permission from the Osceola County Expressway Authority. No work may be performed on Sundays or on holidays recognized by the Osceola County Expressway Authority.

#### V. Inability to Maintain.

At no time are any areas to be left uncut or unmaintained without the express written authorization of the Osceola County Expressway Authority Mowing and Landscaping Services Department. Contractors are expected to notify the Osceola County Mowing and Landscaping Services Department when areas to be maintained are blocked by debris of sufficient size as not to be considered normal trash.

#### W. Damage Prevention and Responsibility.

Care is to be taken at all times to prevent damage to the facilities and structures on the site, both public and private, including, but not limited to: signage, lighting, private and public fencing, sidewalks, curbing, culverts, inlet and outlet structures. Any existing damage is to be reported immediately to the Osceola County Mowing and Landscaping Services Department. Damage attributed to the Contractor, their agents, alternates, or assigns due to wrongful or negligent acts will be repaired or the damaged items replaced at the cost of the Contractor or deducted from the payment due the Contractor.

#### X. Damage to Retention / Detention and Maintained Areas.

Ground cover around areas to be mowed will remain free of damage at all times when maintained by awarded mowing Contractor. In areas where tractors or smaller mowers may damage ground cover by sliding down sloped embankments, becoming submerged on the banks of wet retention / detention areas, by the sheer weight of the equipment on water saturated soil, or by other means that causes the weight of the mowing equipment to leave deep tire or other equipment related impressions in the process of forcing underlying soil or earth materials to become exposed to the surface are unacceptable and will be repaired at the expense of the Contractor. In cases where the weight of the mowing equipment will damage ground cover, in areas inaccessible to mowing tractors, or in areas where the slope is too steep to operate a mower or similar items of landscaping equipment, grass or brush trimmers are expected to be utilized in order to comply with the specification of the contract. At no times are any areas to be left uncut or unmaintained without the express written authorization of the Osceola County Mowing and Landscaping Services Department. Contractors are expected to notify the Osceola County Mowing and Landscaping Services Department when areas to be maintained are blocked by debris of sufficient size as not to be considered normal trash. Every attempt should be made to keep the grass clippings out of the retention pond.

#### Y. Safety.

The Contractor shall exercise proper safety procedures and provide required safety equipment, which are in accordance with all state, local, and OSHA regulations or standards, to his agents, representatives and workers.

#### Z. Traffic Flow.

The Contractor shall maintain a clear, well defined method of traffic control at all times while performing the work, and shall be consistent with current requirements as established in FDOT standard indexes 600-651. The Contractor will not be allowed to block pedestrian's walkways, park benches, or impede the flow of vehicular traffic.

- The Osceola County Expressway Authority will require that the Contractor place Advanced Warning Signs on both sides of the roadway during mowing operations. Mowing Ahead Sign (W21-4) shall be used.
- 2. Work zones should be (2) miles or less, zones exceeding (2) miles shall place a Shoulder Work Sign (W21-5) every 1 mile.
- 3. Mowers shall be equipped with high intensity rotating, flashing, oscillating or strobe lights.
- 4. A Type II Safety Vest will be worn by all personnel working within the County's

#### right of ways.

#### AA. Quantity.

Areas to be maintained have been determined by the Osceola County Expressway Authority. Pricing is not to be based on acreage mowed for this part, but on the designated areas as a unit, irrespective of actual acreage.

#### BB. Mowing Cycle.

The Osceola County Expressway Authority will determine when to begin each mowing cycle. The total number and the timing of the cycles will depend upon the growth of the vegetation during the season. The mowing cycles for each area are to include but are not limited to mowing, edging, trimming, blowing, and trash pickup. The Osceola County Expressway Authority reserves the right to increase or decrease the number of mowing cycles if deemed in the best interest of the Osceola County Expressway Authority.

#### CC. Cycle Timing.

The Contractor shall complete one cutting cycle within twelve (12) working days, weather permitting, as determined by the Osceola County Expressway Authority. Failure to complete a cycle/cycles within the specified time period could result in termination of the contract.

#### DD. Equipment.

All equipment shall be approved by the Osceola County Expressway Authority before it is placed in service, with safety devices properly maintained at all times the equipment is in use. If the Osceola County Expressway Authority determines that equipment is deficient in safety devices, the Contractor shall be notified immediately and shall remove the equipment from service until the deficiency is corrected to the satisfaction of the Osceola County Expressway Authority. Equipment, which damages the pavement or turf in any way, shall not be used. The Contractor shall be responsible for the maintenance of all their own equipment. The Osceola County Expressway Authority is not responsible for damage to, or as a result of use from, any and all mowing and maintenance equipment, vehicles, or other equipment the Contractor uses to get to or from the job site, or uses or is required, due to common labor practices, to use to perform any part of this contract or his or her obligation to or with the Osceola County Expressway Authority in this specific matter. The Osceola County Expressway Authority requires the Contractor to provide his or her own equipment as the Osceola County Expressway Authority will not loan, lend, rent, or provide to the Contractor any equipment the Contractor was or should reasonably be expected to provide to perform the specifics of this contract. The Contractor should base his or her prices on the reasonable expectation that the Osceola County Expressway Authority shall not provide personnel, equipment, or vehicles to or for the Contractor's use to perform the scope of this contract.

### EE. Liability for Injury or Damage.

Inspection and approval of the Contractor's equipment by the Osceola County Expressway Authority shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by operation of the equipment.

#### FF. Condition and Maintenance.

The equipment used must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of cuttings at all times. The changing of all lubricating fluids shall be done off site.

#### GG. Equipment Type and Quantity.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. This equipment as a minimum would include a large tractor, a heavy duty riding mower, heavy duty walking mower for pond bank and slopes and commercial grade weed eaters with both string and blade. Mowers must be adequate for mowing around ponds and drainage easements. If, in the opinion of the Osceola County Expressway Authority, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Osceola County Expressway Authority.

#### HH. Method of Operations.

The Contractor shall not begin any cutting cycle until authorized by the county, in writing, to do so. The Contractor shall notify the Osceola County Expressway Authority when a cycle is started and when the work is interrupted due to weather, breakdowns, etc. Each cutting cycle shall be completed in its entirety prior to beginning another cycle.

### II. Work Interruptions/Impediments.

When work by Osceola County Expressway Authority employees, by other Contractors or weather conditions of a temporary nature, prevent the Contractor from cutting any area, and such conditions are eliminated during the period designated for that mowing cycle, the Osceola County Expressway Authority may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the Osceola County Expressway Authority, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Osceola County Expressway Authority.

#### JJ. Inspection and Unsatisfactory Work.

During periods of mowing operations, the Contractor shall consult with the Osceola County Expressway Authority for inspection and tentative approval of work quality being accomplished before invoice for payment is submitted. In the event of unsatisfactory work, the Contractor shall re-mow without additional compensation those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time. Acceptance and payment of service will not be given until all deficiencies have been rectified.

#### KK. Bid Items and Items of Payment.

The measurement of production and item(s) of payment shall be made by unit area on a per-mowing cycle basis.

#### LL. Weighted Values of Services.

To facilitate service acceptance and to allow specific service addition/deletion or nonpayment for inadequate service, services at each site have been assigned weighted values by Osceola County Expressway Authority. Invoices for each site should list the following functions separately, by site:

#### Weighted values shall be paid as follows:

A.	Mowing	70%
B.	Edging	10%
C.	String Trimming	10%
D.	Trash Removal, debris clean-up and power blowing	10%
	Total Value	100%

#### MM. Uniformity.

Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner to result in a stand of mowed grass or vegetation cut uniformly at a nominal four-inch height and with no streaks. The accumulation or the piling of cuttings will not be permitted.

#### NN. Right of Wav.

Contractor will make every attempt to mow from right of way to right of way. Right of way is usually defined as all areas between fence-line to fence-line. Contractor shall determine limits prior to beginning any work.

#### OO. Billing.

Invoices submitted for payment shall contain company name, contract title/description, cycle number, beginning and ending dates and cycle cost. All invoices are to be submitted to Osceola County Expressway Authority, Attention Jeff Jones, 3 Courthouse Square, 2<sup>nd</sup> Floor, Kissimmee, Florida 34741

#### PP. Minimum Equipment.

Due to the size and scope of the services to be provided for the mowing of the Poinciana Parkway, the Contractor is required to possess and maintain a minimum of the following equipment. If the proposer intends to utilize sub consultants, the sub consultant must meet and possess the same minimum qualifications as noted below.

- 1. One (1) 100hp Tractor with 15-foot batwing deck mower
- 2. Four (4) Commercial zero turn mowers with a minimum of a 60-inch deck
- 3. Four (4) Commercial string trimmers
- 4. Four (4) Commercial edgers
- 5. Two (2) Commercial backpack blowers
- QQ. Trimming: Contractor shall maintain a neat finished appearance on all trees, shrubs and small plants by means of trimming, pruning and removing any branches that are dead or in conflict with pedestrians or the flow of vehicular traffic. This includes the removal of undesired growth at the base of the trees and shrubs. The contractor shall be responsible for the disposal of all cuttings and trimmings that result from service performance. Contractor shall not use County dumpsters.
  - Maintenance of Trees & Shrubs: Tree maintenance is an integral part of this scope.
     Tree maintenance encompasses maintaining newly planted trees and shrubs as well as maintaining established older trees and shrubs. Tree maintenance will include pruning to allow for proper clearances as well as for the integrity of the tree. The cost for maintenance of trees and shrubs shall be included in the contract cost.
  - 2. Tree Replacement: Trees that have died, been destroyed or damaged will require replacement from time to time. The replacement of trees will be coordinated between the contractor and the County's Project Manager. No trees are to be replaced or purchased without the approval of the County's Project Manager. Replacement trees will be purchased from vendors approved by the County. The cost of replacement trees is outside the scope of this bid and will be paid for by the County, not by the contractor.
  - 3. Pruning of Trees, Palms & Shrubs: All pruning shall require the removal of branches and twigs that may interfere with the safe passage of pedestrians along the walkway. All pruning shall remove the branch or twig back to the next largest branch. The second purpose of pruning shall be to improve trunk and branch structure. Suckers or shoots shall be removed to maintain the main trunk or multiple trunks of the tree. Palms shall be trimmed as needed or as determined by the

County's Project Manager. Palms shall be trimmed to remove dead fronds, seedpods and should resemble a 10:00 o'clock and 2:00 o'clock position. Palms will be trimmed twice per year when directed by the County.

- a. The contractor shall eliminate all bracing and tree supports, as trees become self-supporting. Tree supports that must remain shall be kept in good repair and functioning at all times with trees fully protected.
- b. All specified trees shall be pruned back by the contractor from the edges of roads, driveways, fences and sidewalks and ensure the safety of citizens and the protection of property. The contractor shall prune all specified trees to encourage a healthy natural growth pattern for each specific variety. All pruning shall encourage the development of eventual and future branching structure. All pruning shall be done according to accepted industry practices and standards. Pruning shall be accomplished to keep trees clear of all vehicular doors and windows. Any low hanging limbs or branches that pose a threat to the public shall be pruned and removed by the contractor. Pruning shall also provide a neat and well-manicured appearance. Trees or encroaching brush that obstructs the sidewalks must be cut back and trimmed up to a height of 8ft as to not interfere with pedestrian travel.
- c. The contractor shall remove sucker growth and dead material from the bases of all trees at soil level to include the trunk lines. Sucker growth shall also be removed from the soil line to the main branches. The contractor shall report any unusual hazards to the County's representative.
- d. Trees shall be maintained to provide a neatly groomed and healthy appearance in accordance with specifications. If at any time the County's representative deems the work unsatisfactory, the services will be performed again at no additional cost to the County.
- e. Prune all trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed. All Tree branches are to be trimmed to a height to allow adequate clearance for mowers, pedestrians, etc., but are encouraged to hang over walks with adequate clearance for pedestrians. Trees that are determined to be a sight issue are to be trimmed immediately once the contractor is notified.
- f. Ligustrum plants shall be pruned as needed when directed by the County's Project Manager.
- 4. Uprooted Trees & Shrubs: Upon notification from the County's Project Manager, the Contractor shall upright and properly secure all trees and shrubs to original position within 48 hours to prevent further damage or loss of the trees and shrubs. Failure to comply within the specified time limit which results in irreversible damage to the trees and/or shrubs will result in replacement of trees and/or shrubs with all costs incurred by the contractor.

RR. Additional Litter Removal: Contractor shall perform two additional litter removal cycles per month at the unit price of \$1,250 per cycle for 12 months. The Contractor shall also respond to any emergency litter removal requests and will be compensated in accordance with the pricing schedule set for in Exhibit "B".

# EXHIBIT "C" INCORPORATED TERMS AND CONDITIONS FROM THE INITIAL CFX CONTRACT

#### SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools. materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the AUTHORITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Such

lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the AUTHORITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the AUTHORITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

#### **SECTION 4. STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the AUTHORITY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

#### **SECTION 6.** TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

#### <u>SECTION 7.</u> <u>PAYMENT WHEN SERVICES ARE TERMINATED.</u>

- A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an off-set for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the AUTHORITY in the event of breach by the CONTRACTOR.

#### **SECTION 8. INSURANCE.**

- A. The CONTRACTOR shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the AUTHORITY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:
  - 1. AUTOMOBILE PUBLIC LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) Any Auto;
  - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
  - 3. DAMAGE to RENTED PREMISES Fifty Thousand Dollars (\$50,000,00), Any single occurrence;
  - MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) Any one person;
  - 5. PERSONAI. & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
  - 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00):
  - 7. PRODUCTS COMPLETED OPERATIONS AGGREGATE: Two Million Dollars (\$2,000,000.00)
  - 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00): and,
  - 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the AUTHORITY in the event of litigation against same.

- C. The CONTRACTOR shall name the "Osceola County Expressway Authority" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the AUTHORITY with proof of same.
- D. The CONTRACTOR shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
  - a. The name of the insured CONTRACTOR,
  - b. The specified job by name and job number,
  - c. The name of the insurer,
  - d. The number of the policy,
  - c. The effective date.
  - f. The termination date.
  - g. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
  - h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable:

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the AUTHORITY.
- G. The AUTHORITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County Expressway Authority. The liability policies shall be Primary/Non-Contributory.

#### SECTION 9. **AUTHORITY OBLIGATIONS.**

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required services.

#### SECTION 10. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

#### SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie exclusively in Orange Osecola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

#### SECTION 12. PUBLIC RECORDS.

A. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

> Telephone: (407) 690-5000 Email: PublicRecords@CFXWay.com, **Central Florida Expressway Authority** 4974 ORL Tower Road

Orlando, Florida 32807

CFX has the right to unilaterally cancel this Agreement or terminate for cause if the CONTRACTOR refuses to allow public access as required by the Florida Statutes or at CFX's direction.

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
  - 1. Keep and maintain public records required by the AUTHORITY to perform the service.
  - Upon request from the AUTHORITY'S custodian of public records, provide the AUTHORITY 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 by Florida 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 AUTHORITY.
  - 4. Upon completion of the contract, transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the AUTHORITY to perform the service. If the CONTRACTOR transfers all public records to the AUTHORITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. 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 AUTHORITY, upon request from the AUTHORITY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

 If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the contract.

#### SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the AUTHORITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

#### SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

#### SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

#### **SECTION 16. INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the AUTHORITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the AUTHORITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors,

representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions; shall not be limited by any insurance amounts required hereunder.

#### SECTION 17. SOVEREIGN IMMUNITY

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the AUTHORITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

#### SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

#### **SECTION 19. BINDING EFFECT.**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

#### SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

#### **SECTION 21. SEVERABILITY**.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

#### SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained,

shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

#### SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the AUTHORITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

**AUTHORITY:** 

Osceola County Expressway Authority
3 Courthouse Square, Second Floor
Kissimmee, Florida 34741

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attention: Director of Maintenance

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attention: General Counsel

CONTRACTOR:

Chavez's Lawn Services. Inc.

P.O. Box 700428

Saint Cloud, Florida 34770

#### **SECTION 24.** MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

#### **SECTION 25. HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

#### **SECTION 26.** ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

#### SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the 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 Agreement. For the breach or violation of this Paragraph, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

#### SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or contractor in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

#### <u>SECTION 29.</u> <u>EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)</u>

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

#### **SECTION 30. JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

#### SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

#### SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the

CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

#### **SECTION 33.** PROJECT MANAGERS.

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

#### A. CFX's Project Manager's contact information is as follows:

Don Budnovich, Director of Maintenance Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Telephone: 407-690-5334

Email: Donald.Budnovich@CFXway.com;

#### The CONTRACTOR Project Manager's contact information is as follows: B.

Adrian Chavez, Project Manager Chavez's Lawn Services, Inc. P.O. Box 700428 Saint Cloud, Florida 34770

Phone: 407-948-1798

Email: chavezslawn@embarqmail.com

#### SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County Expressway Authority shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County Expressway Authority are protected from any emergency situation that threatens public health and safety as determined by the AUTHORITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the AUTHORITY or governmental entities on a "first priority" basis. The AUTHORITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the AUTHORITY with products and/or services not under this Agreement, the AUTHORITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

#### 3. Additional Terms.

- 3.1 CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations described in the Original Agreement as Amended and as set forth herein.
- 3.2 <u>Inspector General</u>. CONTRACTOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONTRACTOR agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).
- 3.3 Anti-Discrimination Statement. 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."
- 3.4 <u>Subcontractors.</u> If, during the term of this Agreement 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 this Agreement 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), CONTRACTOR shall first submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the 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 the CFX Board at its next regularly scheduled meeting.

# AGREEMENT FOR MOWING AND LANDSCAPING SERVICES ALONG THE POINCIANA PARKWAY

### CFX CONTRACT NO. 001538

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This Agreement is made and entered this / day of APRIL 19 MP2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX", and CHAVEZ'S LAWN SERVICES, INC., a Florida corporation, registered and authorized to conduct business in the State of Florida, whose principal address is 950 S. Hoagland Blvd., Kissimmee, FL 34741, with a mailing address of P.O. Box 700428, Saint Cloud, Florida 34769, hereinafter "CONTRACTOR."

#### RECITALS:

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, on December 31, 2018, Osceola County Expressway Authority ("OCX") and CFX entered into a Transfer, Assignment and Assumption Agreement wherein OCX assigned all of its right, title and interest to certain agreements to CFX, including the agreement between OCX and CONTRACTOR, entered on or about November 11, 2016, ("Original Agreement") as amended by Amendment #1 on December 16, 2016 ("Amendment") (references to the Original Agreement with the Amendment shall be referred to as "Original Agreement as Amended"); and

WHEREAS, the Amendment with its two exhibits is attached hereto as Exhibit "1" and the Original Agreement without the exhibits is attached hereto as Exhibit "2"; and

WHEREAS, the Amendment revised the Scope of Services and the Pricing Schedule in the Original Agreement by replacing the two exhibits in the Original Agreement with the revised **Exhibit "A"** entitled "Scope of Services" and the revised **Exhibit "B"** entitled "Pricing Schedule": and

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to restate and amend the Original Agreement as Amended as further described herein.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and CONTRACTOR agree to restate and amend the Original Agreement as Amended as follows:

Recitals. The recitals are true and incorporated as terms.

- Adoption of Terms in the Original Agreement as Amended and with Additional Amendments. The parties adopt the entire Original Agreement as Amended by reference as though set forth fully herein, subject to the substitutions, revisions, and amendments set forth below.
- 2.1 Where the term "Osceola County Expressway Authority" or "Authority" appear in the Original Agreement, the term shall be replaced with "CFX."
- 2.2 Section 2 entitled "SCOPE OF SERVICES" shall be amended by adding the text below:

THE CONTRACTOR shall perform two litter removal cycles per month at the unit price of \$1,250 per cycle for the remaining contract period commencing in April 2019 and ending in September 2019. The cost of the additional services is \$15,000 plus a \$2,500 in contingency to cover any emergency pickups as requested in writing by CFX's Director of Maintenance, or designee, for a total not-to-exceed amount of \$17,500.

2.3 Section 5 entitled "COMPENSATION" shall be amended by adding the text that is underlined and deleting the text that is stricken as follows:

#### SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed Two Hundred Twelve Thousand Three Hundred Fifty-Five and 00/100 Dollars (\$212,355.00) annually, for a total not to exceed amount of Six Hundred Thirty-Seven Thousand Sixty-Five and 00/100 Dollars (\$637,065.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

The amount to be paid under this Agreement includes an additional Seventeen Thousand Five Hundred Dollars (\$17,500) as described in Section 2.2 above.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by <a href="CFX">CFX</a>. the AUTHORITY. In its sole discretion, <a href="CFX">CFX</a> the AUTHORITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event <a href="CFX">CFX</a> the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, <a href="CFX">CFX</a> the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

- 2.4 Subsection 8.D.h under Section 8 entitled "INSURANCE" shall be amended by replacing subsection 8.D.h with the following:
  - h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

2.5 Section 11 entitled "APPLICABLE LAW, VENUE, JURY TRIAL" shall be amended by adding the text that is underlined and deleting the text that is stricken as follows:

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie <u>exclusively</u> in <u>Orange Oseeola</u> County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

2.6 Subsection 12.A under Section 12 entitled "PUBLIC RECORDS" shall be amended by deleting and replacing the subsection with the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (407) 690-5000 Email: PublicRecords@CFXWay.com, Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807

CFX has the right to unilaterally cancel this Agreement or terminate for cause if the CONTRACTOR refuses to allow public access as required by the Florida Statutes or at CFX's direction.

2.7 Section 23 entitled "NOTICE" shall be amended by adding the text that is underlined and deleting the text that is stricken as follows:

AUTHORITY:

Osceola County Expressway Authority 3 Courthouse Square, Second Floor Kissimmee, Florida 34741

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attention: Director of Maintenance

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attention: General Counsel

- 2.8 Subsection 33.A under Section 33 entitled "PROJECT MANAGERS" shall be amended by replacing subsection 33.A with the following:
  - A. CFX's Project Manager's contact information is as follows:

Don Budnovich, Director of Maintenance Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Telephone: 407-690-5334

Email: Donald.Budnovich@CFXway.com;

#### Additional Terms.

- 3.1 CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations described in the Original Agreement as Amended and as set forth herein.
- 3.2 <u>Inspector General.</u> CONTRACTOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONTRACTOR agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).
- 3.3 Anti-Discrimination Statement. 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."
- 3.4 <u>Subcontractors.</u> If, during the term of this Agreement and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not

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disclosed by the CONTRACTOR to CFX at the time this Agreement 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), CONTRACTOR shall first submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the 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 the CFX Board at its next regularly scheduled meeting.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatures.

CHAVEZ'S LAWN SERVICES, INC.

#### "CONTRACTOR"

PRISCILLA NUNEZ State of Florida-Notary Public Commission # GG 202144 My Commission Expires April 01, 2022

General Counsel for the CFX

RISCILLA NUNEZ	Print Name: Advice L. Chove &
of Florida-Notary Public mission # GG 202144 Commission Expires April 01, 2022	Title: Operations manager
eal)	Date: 5/8/19
17	
TEST:	
TEST: WILLIAM	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TEST: WILL	(B) (1) =
TEST: WILLI	CENTRAL FLORIDA EXPRESSWAY AUTHORITY  By:
TEST: WILL	By: Oul
TEST: WILL	By: Director of Procurement

# EXHIBIT "1"

# AMENDMENT #1 TO THE AGREEMENT BETWEEN OSCEOLA AUTHORITY EXPRESSWAY AUTHORITY AND CHAVEZ'S LAWN SERVICE, INC.

THIS AGREEMENT is made by and between OSCEOLA AUTHORITY EXPRESSWAY AUTHORITY, a body politic and corporate created by Part V, Chapter 348, Florida Statutes, 3 Courthouse Square, Second Floor, Kissimmee, Florida 34741, hereinafter referred to as the "AUTHORITY, and Chavez's Lawn Services, Inc., P.O. Box 700428, Saint Cloud, Florida 34769, hereinafter referred to as the "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the AUTHORITY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform Mowing and Landscaping Services of the Poinciana Parkway, as further described in the Agreement RFP-16-8025-TP, approved by the Osceola County Expressway Authority on September 13, 2016, between the AUTHORITY and the CONTRACTOR; and

WHEREAS, pursuant to Section 24. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to revise Exhibit "A" and amend Exhibit "B".

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

- 1. Exhibit "A" is hereby deleted in its entirety and replaced with a revised Exhibit "A", attached hereto and made a binding part hereof.
- Exhibit "B" is hereby deleted in its entirety and replaced with a revised Exhibit "B", attached hereto and made a binding part hereof.
- Section 5. Compensation is hereby amended to read as follows:

#### SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed Two Hundred Twelve Thousand Three Hundred Fifty-Five and 00/100 Dollars (\$212,355.00) annually, for a total not to exceed amount of Six Hundred Thirty-Seven Thousand Sixty-Five and 00/100 Dollars (\$637,065.00) for the term of this Agreement, in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. In its sole discretion, the AUTHORITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.
- These changes shall be effective upon this Amendment being executed by both parties.
- 5. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

	ties hereto, by their duly authorized representatives,
have executed this Amendment effective the	day of, 2016.
	OSCEOLA COUNTY EXPRESSWAY AUTHORUTY  By:  Chairman/Designee  Date:
	CHAVEZ'S LAWN SERVICES, INC.  By:  Print:
	Print: _Adrian R. Chave&  Title:
STATE OF FLORIDA COUNTY OF <u>ÓSCEO</u>	
Services, Inc., who personally swore or a Agreement and thereby bind the Corporati produced <u>FLCDL CIZO-016-78</u> - as identification	ted before me this 16th day of December, s Operations Manager of Chavez's Lawn of that he/she is authorized to execute this on, and who is personally known to me OR has nation.  Debou K. Pratt  NOTARY PUBLIC
(stamp)  Notary Public State of Florida Debbie K Pratit My Commission FF 905637 Expires 08/16/2018	

# Exhibit "A" Scope of Services

A. Scope of Work.

Provide all supervision, labor, equipment, materials and fuel to perform mowing maintenance as indicated in this statement of work. The work in this section consists of large tractor mowing, small machine mowing, edging, litter removal, blowing, weed eating, or hand mowing and cleaning of inlets and outlets of retention / detention areas and drainage systems.

B. Project Boundaries.

- 1. Poinciana Parkway: Service area begins at the intersection of 17-92 east to the intersection of Cypress Parkway, approximately 8.55 miles to include the mowing of nine (9) retention ponds.
- 2. Additional Areas:
  - a) Marigold Avenue from the bridge deck east approximately 600 ft. to E. Bourne Road entire right of way.
  - b) Koa Avenue from the bridge deck east approximately 300ft entire right of way.
  - c) Large bridge access road. This area will need to be cut once per month.

C. Areas of Concern.

Drainage ditches and overpasses with steep slopes will require extensive amounts of hand work or the use of specialized slope mowing equipment. Poinciana Parkway is a toll road and toll fees will need to be considered in your bid pricing.

D. Fence Lines.

Fencing runs along both sides of the entire project and around all the retention ponds. Fence lines will require spraying monthly to control weed growth.

E. Estimated Quantities.

The estimated number of cycles for this bid is 22 mowing cycles and 12 fence line spraying cycles annually.

F. Edging.

Edging encompasses the removal of all weeds, sand, vegetation, debris and plant material by the Contractor from all edges including but not limited to the following: sidewalks, paved approaches, drainage structures and curbs, to maintain these areas in an attractive and manicured condition. Edging encompasses the removal of growth mechanically and manually. Note: Areas specified for edging shall not be treated with herbicide. Edging shall accompany mowing.

The edging of sidewalks, paved approaches, and curbs shall create a distinct void, approximately one half (1/2) inch horizontally between the structure and the turf. String trimmer shall not be used in edging. Edging also includes the removal of all sand and debris from the areas designated to be edged.

Upon completion of edging by the Contractor, no growth, sand or debris shall touch any of the structures designated for edging. All sand and debris shall be removed, by the Contractor, from the areas designated for edging. The cost of edging and removal and disposal of debris shall be included in the contract cycle cost.

G. Inlet and Outlets Structures.

Inlet and outlet structures, for the purposes of this document, are defined as, but not limited to, drainage pipes, culverts, control structures, energy dissipaters, sloughs, spill

ways, canals, flues, flumes, or any other drainage systems specifically designed to force water flow into a retention/detention area and to drain water from it.

#### H. Mowing.

All grass shall be cut to a uniform height of 4 inches +/- one half inch. All areas that cannot be mowed using a large tractor or large mower shall be mowed with a small power mower, however, in areas determined to be totally inaccessible to any type of mower, weed eaters, grass or string trimmer, or brush cutters will be used to cut these areas in accordance to the specifications of this contract. Vendors will take every opportunity and any and all precautions to prevent scalping or shaving the grass covered areas while mowing any of these areas. All grass clippings will be removed from all sidewalk and curb areas by use of a power blower prior to leaving the work site.

String Trimmers and Brush Cutters.

Weed, grass, and brush trimmers are to be used to cut in areas totally inaccessible to mowing equipment. Inaccessible areas include, but are not limited to, inlet and outlet structures, base of walls and fencing, tree rings, irrigation heads and systems, curbs, walkways, lighting and light poles, telephone switch boxes and poles, power transformers, steep slopes and signs in order to meet with the requirements of this contract. However, no shaving or scalping of the grass surface is allowed. Trimming shall accompany mowing.

J. Fence Line Weed Control.

Fence Lines are to be sprayed monthly to eliminate any and all vegetation growth. Fence line spray pattern shall not exceed 6" on either side of the fence line. Fence line spraying is a separate pay item in the bid tab. Twelve (12) Fence line spraying cycles annually.

K. For Crack Weed Control.

The Herbicide Treatment shall be only for the treatment of all expansion joints and cracks located on sidewalks, curbs, concrete medians and paved approaches.

The Authority Project Manager will determine areas approved for herbicide treatment. All herbicides used shall be Round Up or equivalent, applied in conformance with the manufacturer's instructions. The cost of the application of herbicide to these areas shall be included in the biweekly contract cost.

 Upon completion of herbicide treatment by the Contractor, no growth shall remain on any of the areas designated to be treated.

All dead vegetation shall be removed from all areas sprayed, including sidewalk
expansion joints, curbs, gutters, and concrete medians, etc. The cost of the removal
and disposal of all vegetation shall be included in the contract cost.

3. Herbicide Limitation of Operation: The Contractor shall abide by all rules, laws, ordinances and statutes of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. The Contractor at his/her expense will replace plants, grass and trees damaged by the improper use of herbicides. Replacements will be the same size and type of those damaged.

 Herbicide Quality: If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the

Osceola County Expressway Authority.

L. Retention Areas.

All retention areas shall be mowed from fence lines to water's edge. All inlet and outlet structures are to be trimmed and kept free of vegetation. Trash that has collected in or at the water's edge will be the responsibility of the Contractor to remove. Retention Ponds

are to remain locked at all times. Combinations to the locks shall be provided at award of contract.

#### M. Litter & Debris Removal.

Litter and debris shall be removed from site each visit. All litter and debris are to be removed prior to and upon completion of all services. Litter and debris removal includes the pickup, removal and disposal from all areas included in contract. Litter and debris shall include, by way of example but not limited to bottles, glass, cans, wood, paper scrapes, branches and any and all other materials which will give the property an objectionable appearance. It is understood that the Contractor shall remove any litter and debris prior to mowing that can be torn, ripped scattered or further subdivided by the mowers. The cost of litter and debris removal and disposal shall be included in the biweekly contract price.

#### N. Mowing Supervisor.

The Contractor shall provide an individual who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the supervisor is unavailable shall be designated in writing to Procurement Services.

### O. Authority.

The mowing supervisor or alternate shall have full authority to act for the Contractor on all matters relating to daily operation of this contract.

#### P. Availability.

The mowing supervisor or alternate shall be available during normal business hours within 4 hours to meet with Osceola County Expressway Authority personnel to discuss problem areas.

#### Q. Contractor Personnel Appearance.

The Contractor's personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the company name or by wearing appropriate badges, which contain the company and employee name.

#### R. Vehicle Operators Licenses.

The Contractor shall ensure that all vehicle operators have a valid Florida operator's license for the type vehicle being driven, prior to starting work.

#### S. Standards of Service:

The standards of service provided by the Contractor shall be equal to Osceola County Expressway Authority standards and those normally expected of a competent firm engaged in the grounds maintenance/mowing services business.

#### T. Qualified Technicians.

The Contractor is held responsible for providing fully qualified craftsmen/technicians/workers to perform the tasks necessary in grounds maintenance/mowing services.

#### U. Hours of Work.

Work may be performed by the Contractor between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. No work may be performed before sunrise or after sundown without advance written permission from the Osceola County Expressway Authority. No work may be performed on Sundays or on holidays recognized by the Osceola County Expressway Authority.

#### V. Inability to Maintain.

At no time are any areas to be left uncut or unmaintained without the express written authorization of the Osceola County Expressway Authority Mowing and Landscaping Services Department. Contractors are expected to notify the Osceola County Mowing and Landscaping Services Department when areas to be maintained are blocked by debris of sufficient size as not to be considered normal trash.

W. Damage Prevention and Responsibility.

Care is to be taken at all times to prevent damage to the facilities and structures on the site, both public and private, including, but not limited to: signage, lighting, private and public fencing, sidewalks, curbing, culverts, inlet and outlet structures. Any existing damage is to be reported immediately to the Osceola County Mowing and Landscaping Services Department. Damage attributed to the Contractor, their agents, alternates, or assigns due to wrongful or negligent acts will be repaired or the damaged items replaced at the cost of the Contractor or deducted from the payment due the Contractor.

X. Damage to Retention / Detention and Maintained Areas.

Ground cover around areas to be mowed will remain free of damage at all times when maintained by awarded mowing Contractor. In areas where tractors or smaller mowers may damage ground cover by sliding down sloped embankments, becoming submerged on the banks of wet retention / detention areas, by the sheer weight of the equipment on water saturated soil, or by other means that causes the weight of the mowing equipment to leave deep tire or other equipment related impressions in the process of forcing underlying soil or earth materials to become exposed to the surface are unacceptable and will be repaired at the expense of the Contractor. In cases where the weight of the mowing equipment will damage ground cover, in areas inaccessible to mowing tractors, or in areas where the slope is too steep to operate a mower or similar items of landscaping equipment, grass or brush trimmers are expected to be utilized in order to comply with the specification of the contract. At no times are any areas to be left uncut or unmaintained without the express written authorization of the Osceola County Mowing and Landscaping Services Department. Contractors are expected to notify the Osceola County Mowing and Landscaping Services Department when areas to be maintained are blocked by debris of sufficient size as not to be considered normal trash. Every attempt should be made to keep the grass clippings out of the retention pond.

Y. Safety.

The Contractor shall exercise proper safety procedures and provide required safety equipment, which are in accordance with all state, local, and OSHA regulations or standards, to his agents, representatives and workers.

Z. Traffic Flow.

The Contractor shall maintain a clear, well defined method of traffic control at all times while performing the work, and shall be consistent with current requirements as established in FDOT standard indexes 600-651. The Contractor will not be allowed to block pedestrian's walkways, park benches, or impede the flow of vehicular traffic.

- The Osceola County Expressway Authority will require that the Contractor place Advanced Warning Signs on both sides of the roadway during mowing operations. Mowing Ahead Sign (W21-4) shall be used.
- 2. Work zones should be (2) miles or less, zones exceeding (2) miles shall place a Shoulder Work Sign (W21-5) every 1 mile.
- 3. Mowers shall be equipped with high intensity rotating, flashing, oscillating or strobe lights.
- 4. A Type II Safety Vest will be worn by all personnel working within the County's

#### right of ways.

#### AA. Quantity.

Areas to be maintained have been determined by the Osceola County Expressway Authority. Pricing is not to be based on acreage mowed for this part, but on the designated areas as a unit, irrespective of actual acreage.

#### BB. Mowing Cycle.

The Osceola County Expressway Authority will determine when to begin each mowing cycle. The total number and the timing of the cycles will depend upon the growth of the vegetation during the season. The mowing cycles for each area are to include but are not limited to mowing, edging, trimming, blowing, and trash pickup. The Osceola County Expressway Authority reserves the right to increase or decrease the number of mowing cycles if deemed in the best interest of the Osceola County Expressway Authority.

#### CC. Cycle Timing.

The Contractor shall complete one cutting cycle within twelve (12) working days, weather permitting, as determined by the Osceola County Expressway Authority. Failure to complete a cycle/cycles within the specified time period could result in termination of the contract.

#### DD. Equipment.

All equipment shall be approved by the Osceola County Expressway Authority before it is placed in service, with safety devices properly maintained at all times the equipment is in use. If the Osceola County Expressway Authority determines that equipment is deficient in safety devices, the Contractor shall be notified immediately and shall remove the equipment from service until the deficiency is corrected to the satisfaction of the Osceola County Expressway Authority. Equipment, which damages the pavement or turf in any way, shall not be used. The Contractor shall be responsible for the maintenance of all their own equipment. The Osceola County Expressway Authority is not responsible for damage to, or as a result of use from, any and all mowing and maintenance equipment, vehicles, or other equipment the Contractor uses to get to or from the job site, or uses or is required, due to common labor practices, to use to perform any part of this contract or his or her obligation to or with the Osceola County Expressway Authority in this specific matter. The Osceola County Expressway Authority requires the Contractor to provide his or her own equipment as the Osceola County Expressway Authority will not loan, lend, rent, or provide to the Contractor any equipment the Contractor was or should reasonably be expected to provide to perform the specifics of this contract. The Contractor should base his or her prices on the reasonable expectation that the Osceola County Expressway Authority shall not provide personnel, equipment, or vehicles to or for the Contractor's use to perform the scope of this contract.

#### EE. Liability for Injury or Damage.

Inspection and approval of the Contractor's equipment by the Osceola County Expressway Authority shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by operation of the equipment.

#### FF. Condition and Maintenance.

The equipment used must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of cuttings at all times. The changing of all lubricating fluids shall be done off site.

#### GG. Equipment Type and Quantity.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. This equipment as a minimum would include a large tractor, a heavy duty riding mower, heavy duty walking mower for pond bank and slopes and commercial grade weed eaters with both string and blade. Mowers must be adequate for mowing around ponds and drainage easements. If, in the opinion of the Osceola County Expressway Authority, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Osceola County Expressway Authority.

## HH. Method of Operations.

The Contractor shall not begin any cutting cycle until authorized by the county, in writing, to do so. The Contractor shall notify the Osceola County Expressway Authority when a cycle is started and when the work is interrupted due to weather, breakdowns, etc. Each cutting cycle shall be completed in its entirety prior to beginning another cycle.

## II. Work Interruptions/ Impediments.

When work by Osceola County Expressway Authority employees, by other Contractors or weather conditions of a temporary nature, prevent the Contractor from cutting any area, and such conditions are eliminated during the period designated for that mowing cycle, the Osceola County Expressway Authority may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the Osceola County Expressway Authority, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Osceola County Expressway Authority.

## JJ. Inspection and Unsatisfactory Work.

During periods of mowing operations, the Contractor shall consult with the Osceola County Expressway Authority for inspection and tentative approval of work quality being accomplished before invoice for payment is submitted. In the event of unsatisfactory work, the Contractor shall re-mow without additional compensation those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time. Acceptance and payment of service will not be given until all deficiencies have been rectified.

#### KK. Bid Items and Items of Payment.

The measurement of production and item(s) of payment shall be made by unit area on a per-mowing cycle basis.

## LL. Weighted Values of Services.

To facilitate service acceptance and to allow specific service addition/deletion or nonpayment for inadequate service, services at each site have been assigned weighted values by Osceola County Expressway Authority. Invoices for each site should list the following functions separately, by site:

## Weighted values shall be paid as follows:

A.	Mowing	70%
В.	Edging	10%
C.	String Trimming	10%
D.	Trash Removal, debris clean-up and power blowing	10%
	Total Value	100%

## MM. Uniformity.

Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner to result in a stand of mowed grass or vegetation cut uniformly at a nominal four-inch height and with no streaks. The accumulation or the piling of cuttings will not be permitted.

## NN. Right of Way.

Contractor will make every attempt to mow from right of way to right of way. Right of way is usually defined as all areas between fence-line to fence-line. Contractor shall determine limits prior to beginning any work.

## OO. Billing.

Invoices submitted for payment shall contain company name, contract title/description, cycle number, beginning and ending dates and cycle cost. All invoices are to be submitted to Osceola County Expressway Authority, Attention Jeff Jones, 3 Courthouse Square, 2<sup>nd</sup> Floor, Kissimmee, Florida 34741

## PP. Minimum Equipment.

Due to the size and scope of the services to be provided for the mowing of the Poinciana Parkway, the Contractor is required to possess and maintain a minimum of the following equipment. If the proposer intends to utilize sub consultants, the sub consultant must meet and possess the same minimum qualifications as noted below.

- 1. One (1) 100hp Tractor with 15-foot batwing deck mower
- 2. Four (4) Commercial zero turn mowers with a minimum of a 60-inch deck
- 3. Four (4) Commercial string trimmers
- 4. Four (4) Commercial edgers
- 5. Two (2) Commercial backpack blowers
- QQ. Trimming: Contractor shall maintain a neat finished appearance on all trees, shrubs and small plants by means of trimming, pruning and removing any branches that are dead or in conflict with pedestrians or the flow of vehicular traffic. This includes the removal of undesired growth at the base of the trees and shrubs. The contractor shall be responsible for the disposal of all cuttings and trimmings that result from service performance. Contractor shall not use County dumpsters.
  - Maintenance of Trees & Shrubs: Tree maintenance is an integral part of this scope.
     Tree maintenance encompasses maintaining newly planted trees and shrubs as well as maintaining established older trees and shrubs. Tree maintenance will include pruning to allow for proper clearances as well as for the integrity of the tree. The cost for maintenance of trees and shrubs shall be included in the contract cost.
  - 2. Tree Replacement: Trees that have died, been destroyed or damaged will require replacement from time to time. The replacement of trees will be coordinated between the contractor and the County's Project Manager. No trees are to be replaced or purchased without the approval of the County's Project Manager. Replacement trees will be purchased from vendors approved by the County. The cost of replacement trees is outside the scope of this bid and will be paid for by the County, not by the contractor.
  - 3. Pruning of Trees, Palms & Shrubs: All pruning shall require the removal of branches and twigs that may interfere with the safe passage of pedestrians along the walkway. All pruning shall remove the branch or twig back to the next largest branch. The second purpose of pruning shall be to improve trunk and branch structure. Suckers or shoots shall be removed to maintain the main trunk or multiple trunks of the tree. Palms shall be trimmed as needed or as determined by the

County's Project Manager. Palms shall be trimmed to remove dead fronds, seedpods and should resemble a 10:00 o'clock and 2:00 o'clock position. Palms will be trimmed twice per year when directed by the County.

a. The contractor shall eliminate all bracing and tree supports, as trees become self-supporting. Tree supports that must remain shall be kept in good repair and

functioning at all times with trees fully protected.

b. All specified trees shall be pruned back by the contractor from the edges of roads, driveways, fences and sidewalks and ensure the safety of citizens and the protection of property. The contractor shall prune all specified trees to encourage a healthy natural growth pattern for each specific variety. All pruning shall encourage the development of eventual and future branching structure. All pruning shall be done according to accepted industry practices and standards. Pruning shall be accomplished to keep trees clear of all vehicular doors and windows. Any low hanging limbs or branches that pose a threat to the public shall be pruned and removed by the contractor. Pruning shall also provide a neat and well-manicured appearance. Trees or encroaching brush that obstructs the sidewalks must be cut back and trimmed up to a height of 8ft as to not interfere with pedestrian travel.

c. The contractor shall remove sucker growth and dead material from the bases of all trees at soil level to include the trunk lines. Sucker growth shall also be removed from the soil line to the main branches. The contractor shall report any unusual

hazards to the County's representative.

d. Trees shall be maintained to provide a neatly groomed and healthy appearance in accordance with specifications. If at any time the County's representative deems the work unsatisfactory, the services will be performed again at no additional cost to the County.

- e. Prune all trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed. All Tree branches are to be trimmed to a height to allow adequate clearance for mowers, pedestrians, etc., but are encouraged to hang over walks with adequate clearance for pedestrians. Trees that are determined to be a sight issue are to be trimmed immediately once the contractor is notified.
- Ligustrum plants shall be pruned as needed when directed by the County's Project Manager.
- 4. Uprooted Trees & Shrubs: Upon notification from the County's Project Manager, the Contractor shall upright and properly secure all trees and shrubs to original position within 48 hours to prevent further damage or loss of the trees and shrubs. Failure to comply within the specified time limit which results in irreversible damage to the trees and/or shrubs will result in replacement of trees and/or shrubs with all costs incurred by the contractor.

## AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate created by Part V, Chapter 348, Florida Statutes, 3 Courthouse Square, Second Floor, Kissimmee, Florida 34741, hereinafter referred to as the "AUTHORITY, and Chavez's Lawn Services, Inc., P.O. Box 700428, Saint Cloud, Florida 34769, hereinafter referred to as the "CONTRACTOR".

#### WITNESSETH:

WHEREAS, the AUTHORITY has competitively solicited for Mowing of the Poinciana Parkway, pursuant to RFP-16-8025-TP; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

## SECTION 1. TERM.

The term of this Agreement shall begin on date of execution by the Osceola County Expressway Authority and continue through September 30, 2019, and may be extended when in the best interest of the Osceola County Expressway Authority.

#### SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

## SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the AUTHORITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Such

- lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the AUTHORITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the AUTHORITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

## SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the AUTHORITY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

## SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed One Hundred Eighty-Five Thousand Six Hundred and 00/100 Dollars (\$185,600.00) annually, for a total not to exceed amount of Five Hundred Fifty-Six Thousand Eight Hundred and 00/100 Dollars (\$556,800.00) for the term of this Agreement, in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. In its sole discretion, the AUTHORITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

## SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

## SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an off-set for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the AUTHORITY in the event of breach by the CONTRACTOR.

## SECTION 8. INSURANCE.

- A. The CONTRACTOR shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the AUTHORITY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:
  - AUTOMOBILE PUBLIC LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
  - GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

Rev 07-16

- DAMAGE to RENTED PREMISES Fifty Thousand Dollars (\$50,000.00), Any single occurrence;
- MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) Any one person;
- 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
- GENERAL AGGREGATE: Two Million Dollars (\$2,000.000.00):
- PRODUCTS COMPLETED OPERATIONS AGGREGATE: Two Million Dollars (\$2,000,000.00)
- 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
- 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the AUTHORITY in the event of litigation against same.
- C. The CONTRACTOR shall name the "Osceola County Expressway Authority" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the AUTHORITY with proof of same.
- D. The CONTRACTOR shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
  - The name of the insured CONTRACTOR,
  - b. The specified job by name and job number,
  - c. The name of the insurer,
  - The number of the policy,
  - e. The effective date,
  - f. The termination date.
  - g. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
  - h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable:

Osceola County Expressway Authority 3 Courthouse Square, Second Floor Klashmee, Florida 34741

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the AUTHORITY.
- G. The AUTHORITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County Expressway Authority. The liability policies shall be Primary/Non-Contributory.

## SECTION 9. AUTHORITY OBLIGATIONS.

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required services.

## SECTION 10. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

## SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action,

proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

## SECTION 12. PUBLIC RECORDS.

A. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office 1 Courthouse Square, Suite 3100 Kissimmee, Florida 34741 407-742-0100 BCCPIO@osceola.org

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
  - Keep and maintain public records required by the AUTHORITY to perform the service.
  - Upon request from the AUTHORITY'S custodian of public records, provide the AUTHORITY 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 by Florida 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 AUTHORITY.
  - 4. Upon completion of the contract, transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the AUTHORITY to perform the service. If the CONTRACTOR transfers all public records to the AUTHORITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. 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 AUTHORITY, upon request from the AUTHORITY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

 If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the contract.

## SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the AUTHORITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

## SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

## SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

## SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the AUTHORITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the AUTHORITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors,

representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

## SECTION 17. SOVEREIGN IMMUNITY

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the AUTHORITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

## SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

## SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

## SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

## SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

## SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained,

8

shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

## SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the AUTHORITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Osc

Osceola County Expressway Authority

3 Courthouse Square, Second Floor

Kissimmee, Florida 34741

CONTRACTOR:

Chavez's Lawn Services, Inc.

P.O. Box 700428

Saint Cloud, Florida 34770

## SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

## SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

## SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

## SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the 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

9

Rev 07-16

making of this Agreement. For the breach or violation of this Paragraph, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

## SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or contractor in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

## SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <a href="http://www.dhs.gov/E-Verify">http://www.dhs.gov/E-Verify</a>.

## SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

## SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

## SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the

10 Rev 07-16

CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

## SECTION 33. PROJECT MANAGERS.

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

A. The AUTHORITY Project Manager's contact information is as follows:

Jeff Jones, Strategic Initiatives Director Osceola County Expressway Authority 3 Courthouse Square, Second Floor Kissimmee, Florida 34741 Phone: (407) 742-2395

Email: jeff.jones@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Adrian Chavez, Project Manager Chavez's Lawn Services, Inc. P.O. Box 700428 Saint Cloud, Florida 34770

Phone: 407-948-1798

Email: chavezslawn@embarqmail.com

## SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County Expressway Authority shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County Expressway Authority are protected from any emergency situation that threatens public health and safety as determined by the AUTHORITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the AUTHORITY or governmental entities on a "first priority" basis. The AUTHORITY expects to

11

pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the AUTHORITY with products and/or services not under this Agreement, the AUTHORITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the U day of November , 2016. OSCEOLA COUNTY EXPRESSWAY By: Chairman/Designee 11/10/16 CHAVEZ'S LAWN SERVICES, INC. COUNTY OF Social The foregoing instrument was executed before me this 27 day of 2016, by adun Browner thing as fractions Morals of Chavez's Lawn Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced FL DL C12 0 16 78 as identification. NOTARY PUBLIC

(stamp)

ANN FRANCES MADEBA
Notary Public State of Florida
Commission # GG 002737
My Comm Expires Jun 15, 2020
Binded through National Notary Assn.

## CONSENT AGENDA ITEM #17

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

Director of Procerement

DATE: May 18, 2022

SUBJECT: Approval of Contract Award to Louis Berger Hawthorne Services, Inc. for

Systemwide Facilities Maintenance Services

Contract No. 001910

Request for Proposals (RFP) from qualified firms to provide systemwide facilities maintenance services was advertised on March 27, 2022. Two (2) responses were received by the May 2, 2022 deadline. Those firms were Jorgensen Contract Services, LLC and Louis Berger Hawthorne Services, Inc. As required by the Procurement Procedures Manual, the Director of Procurement met with the Director of Maintenance and Chief of Infrastructure to review options when less than three proposals are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee shortlisted the firms and interviews were held on May 18, 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>
1	Louis Berger Hawthorne Services, Inc.
2	Jorgensen Contract Services, LLC

The work to be performed includes systemwide facilities maintenance services.

Board award of the contract to Louis Berger Hawthorne Services, Inc. in the amount of \$12,430,000.00 for a five-year term with five one-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE Director of Maintenance

Um B

Glenn Pressimone, PE

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



## RFP-001910 Evaluation Committee - May 18, 2022 Minutes

Evaluation Committee for **Systemwide Facilities Maintenance Services**; **RFP-001910** held a duly noticed meeting on Wednesday, May 18, 2022, starting at 1:00 p.m. in the Pelican Conference Room at the CFX Administration Bldg., Orlando, Florida.

## **Committee Members:**

Don Budnovich, Director of Maintenance Bryan Homayouni, Director of Intelligent Transportation Systems Iranetta Dennis, Director of Supplier Diversity Mike Bakidis, Senior Facility Maintenance Supervisor

## Other Attendees:

Aneth Williams, Director of Procurement Brad Osterhaus, Sr. Procurement/QC Administrator

## Presentations / and A:

Mr. Osterhaus began each interview with a brief overview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Jorgensen Contract Services, LLC	01:00 – 01:50 p.m.
Louis Berger Hawthorne Services, Inc.	02:00 - 02:50 p.m.

## **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:

Proposer	<u>Points</u>
Jorgensen Contract Services, LLC	186
Louis Berger Hawthorne Services, Inc.	197

#### Pricing

Upon completion of the interviews and technical proposals scoring, the price proposals were opened and scored in accordance with the RFP requirements.

Proposer	Total Price	<u>Points</u>
Jorgensen Contract Services, LLC	\$20,850,000.00	26.83
Louis Berger Hawthorne Services, Inc.	\$12,430,000.00	45.00

## **Total Points and Rankings:**

	Avg.Tech.			
Proposer	<b>Points</b>	<b>Pricing Points</b>	<b>Total Points</b>	Ranking
Jorgensen Contract Services, LLC	46.50	26.83	73.33	2
Louis Berger Hawthorne Services, Inc.	49.25	45.00	94.25	1

The Evaluation Committee recommends CFX Board approve the ranking and award of the Contract to the top ranked proposer, Louis Berger Hawthorne Services, Inc. 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-001910 held Wednesday, May 18, 2022.

Submitted by:

Aneth Williams, Director of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

Don Budnovich, Director of Maintenance

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

## CFX SYSTEMWIDE FACILITIES MAINTENANCE SERVICES RFP - CONTRACT NO. 001910

	JORGENSEN CONTI		LOUIS BERGER HAWTHORNE SERVICES, INC.	
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE
DON BUDNOVICH	47		52	
BRYAN HOMAYOUNI	47		53	
MIKE BAKIDIS	55		40	
IRANETTA DENNIS	37		52	
TOTAL	186		197	
AVG. TECH. POINTS	46.50		49.25	1

PRICE PROPOSAL SUMMARY				
PROPOSER		PROPOSAL AMOUNT	POINT VALUE	
JORGENSEN CONTRACT SERVICES, LLC	2	20,850,000.00	26.83	
LOUIS BERGER HAWTHORNE SERVICES, INC.	s	12,430,000.00	195	

PROPOSER	TECHNICAL POINT	PRICE POINTS	TOTAL POINTS	FINAL RANKING
JORGENSEN CONTRACT SERVICES, LLC	46,50	26 83	73.33	2
LOUIS BERGER HAWTHORNE SERVICES, INC.	49.25	45.00	94.25	1

Committee Members

DON BUDNOVICH

DONBONOVICH

ruje

BRYANHOMAYOL

MIKE BAKIDIS

Wednesday, May 18, 2022

Wednesday, May 18, 2022

Wednesday, May 18, 2022

Wednesday, May 18, 2022

## **CONTRACT**



## **AND**

# LOUIS BERGER HAWTHORNE SERVICES, INC.

CFX SYTEMWIDE FACILITIES MAINTENANCE SERVICES

**CONTRACT NO. 001910** 

CONTRACT DATE: JUNE 09, 2022 CONTRACT AMOUNT: \$12,430,000.00

CONTRACT, MEMORANDUM OF UNDERSTANDINGADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

# CONTRACT, MEMORANDUM OF UNDERSTANDINGADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

## CFX SYTEMWIDE FACILITIES MAINTENANCE SERVICES

CONTRACT NO. 001910

**JUNE 2022** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## TABLE OF CONTENTS

Τ	<u>itle</u>		<u>Page</u>
	CONTRACT		1 to 27
	Exhibit "A"	Scope of Services	
	Exhibit "A1"	CFX Incident Response Plan	
	Exhibit "A2"	CFX Facilities Maintenance Specifications	
	Exhibit "A3"	CFX Toll Facilities Index and Map Feb 2022	
	Exhibit "B"	Method of Compensation	
	Exhibit "C"	Contractor Technical Proposal	
	Exhibit "D"	Contractor Price Proposal	
	Exhibit "E"	Potential Conflict Disclosure Form	
	Attachment 1 -	- Memorandum of Agreement	
	Attachment 2 -	- Addendum Nos. 1 and 2	

## CONTRACT 001910

## Table of Contents

1.	SI	ERVICES TO BE PROVIDED	2
2.	T	ERM AND NOTICE	3
3.	C	ONTRACT AMOUNT AND COMPENSATION FOR SERVICES	5
4.	A	UDIT AND EXAMINATION OF RECORDS	5
5.	ΡĪ	UBLIC RECORDS	6
6.	C	ONFLICT OF INTEREST AND STANDARDS OF CONDUCT	8
7.	D	ISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES	9
8.	C	ONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND	9
	8.1	Commercial General Liability:	10
	8.2	Business Automobile Liability:	10
	8.3	Workers' Compensation Insurance:	10
	8.4	Unemployment Insurance:	10
	8.5	Professional Liability:	
	8.6	Information Security/Cyber Liability Insurance:	11
	8.7	Commercial Crime Insurance:	11
	8.8	Fiduciary Liability Insurance:	11
	8.9	Performance and Payment Bond:	
9.	C	ONTRACTOR RESPONSIBILITY	
10		INDEMNITY	
11		PRESS RELEASES	
12		OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS	
13		PERMITS, LICENSES, ETC	
14		NONDISCRIMINATION	
15		NOTIFICATION OF CONVICTION OF CRIMES	
16	•	COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY	
17		ASSIGNMENT AND REMOVAL OF KEY PERSONNEL	
18	•	SUBLETTING AND ASSIGNMENT	
19	-	DISPUTES	
20		OTHER SEVERABILITY	
21		INTEGRATION	
22		$PUBLIC\ ENTITY\ CRIME\ INFORMATION\ AND\ ANTI-DISCRIMINATION\ STATEMENT.$	
23		APPLICABLE LAW; VENUE	
24		RELATIONSHIPS	
25		INTERPRETATION	_
26		WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	
27		SURVIVAL OF EXPIRATION OR TERMINATION	
28		OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT	
29		INSPECTOR GENERAL	
30		E-VERIFY	
31		APPROPRIATION OF FUNDS	
32		NOTICE TO THE PARTIES	
33		EXHIBITS	26

## Contract No. 001910

This Contract No. 001910 ("Contract") is made this 9<sup>th</sup> day of June 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and LOUIS BERGER HAWTHORNE SERVICES, INC., a foreign profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 412 Mount Kemble Avenue, Morristown, NJ 07960, hereinafter "the CONTRACTOR."

## WITNESSETH:

**WHEREAS**, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to perform facilities maintenance services on State Road ("SR") 408, SR 417, SR 414, SR 429, SR 528, SR 538, SR 451 and SR 453 under this Contract, and related tasks as may be assigned to the CONTRACTOR by CFX; and

**WHEREAS**, on or about March 28, 2022, CFX issued Request for Proposals ("RFP") seeking qualified contractors to perform facilities maintenance services on State Road ("SR") 408, SR 417, SR 414, SR 429, SR 528, SR 538, SR 451 and SR 453; and

**WHEREAS**, CONTRACTOR was selected as the most responsive and responsible proposer of two (2) qualified firms that responded to the RFP and was ultimately selected.

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

#### 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, attached hereto as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). The Services to be provided under this Contract include performing maintenance of, and administration and management services related to facilities maintenance services on State Road ("SR") 408, SR 417, SR 414, SR 429, SR 528, SR 538, SR 451 and SR 453 in Orange, Lake and Osceola County, Florida as detailed in the Contract Documents (hereinafter defined) and any amendments, supplements, or modifications thereto. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

CFX does not guarantee that all of the Services described in the Scope of Services will be assigned during the Term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the Services set forth herein performed by other contractors or CFX staff.

CONTRACTOR understands and acknowledges that CONTRACTOR shall only be responsible for performance of the Services outlined in the Scope of Services and Maintenance Specifications to the extent such Services were outlined in the bid item tabulation (Bid Form) attached to the CONTRACTOR'S response to the RFP.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

- 1.1 This Contract, including insurance policies and bonds,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Memorandum of Agreement,
- 1.5 The Method of Compensation,

- 1.6 The Technical Proposal submitted by CONTRACTOR, and
- 1.7 The Price Proposal submitted by CONTRACTOR.

## 2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the notice to proceed with the Services issued by CFX ("Notice to Proceed"), hereinafter "Initial Contract Term." CFX may elect, in its sole and absolute discretion, to renew the Initial Contract Term for up to five (5) additional one-year terms (collectively or individually referred to herein as a "Renewal Term"). Renewals may be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a Renewal Term is exercised, CFX will provide CONTRACTOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Contract Term or any applicable Renewal Term. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the "Term".

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon written notice for convenience or written notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to the date of termination. CONTRACTOR will not be paid for special, indirect, consequential, or other undocumented costs and expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the Notice to Proceed; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or Services required by the Contract; (iv) fails to comply with the terms and conditions of the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide

notice in writing to the CONTRACTOR of such delay, neglect or default ("Default Notice"). If CONTRACTOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from CONTRACTOR and to declare the Contract in default. If the Contract is declared in default, CFX may elect in its sole and absolute discretion, to terminate all or a portion of the Services, this Contract in whole or in part, or otherwise remove the Services from the Contractor and assume and assign to another contractor the Services set forth in this Contract.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain other contractors for the completion of the Services under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. In the event the expense of the Contract completion is less than the amount still outstanding under the Contract, the expense shall be deducted from the amount still outstanding. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

## 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

- 3.1 The Contract Amount for the Initial Contract Term is \$12,430,000.00.
- 3.2 CFX agrees to pay CONTRACTOR for Services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

## 4. AUDIT AND EXAMINATION OF RECORDS

#### 4.1 Definition of Records:

- (a) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.
- (b) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.
- 4.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR

or any subcontractor. By submitting a response to the RFP, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

- 4.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.
- 4.4 Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted Services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.
- 4.5 CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## 5. PUBLIC RECORDS

5.1 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

## RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

- 5.2 Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:
- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (e) Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall

immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section 5 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

## 6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

- 6.1 <u>No Contingent Fees.</u> CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.
- 6.2 CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.
- 6.3 As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**
- 6.4 In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract Services.

- 6.5 CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.
- 6.6 CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Contract.

## 7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs") whereby CFX has adopted CFX Policy BD-1 setting a goal for D/MBE and WBE participation objective ("D/MBE Policy"). CONTRACTOR acknowledges CONTRACTOR has read and reviewed the D/MBE Policy and agrees to comply with the terms and conditions of the Under CFX's program, CONTRACTOR is encouraged to grant small D/MBE Policy. businesses the opportunity to participate in the provision of Services under the Contract with respect to the maintenance and operation of the Central Florida Expressway System in accordance with the D/MBE Policy. CONTRACTOR shall provide information regarding its employment of such businesses, the percentage of payments made to such businesses and others, and compliance with the program requirements of the D/MBE Policy. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

## 8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

8.1 Anything contained herein to the contrary notwithstanding, during the Term of the Contract and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR'S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

- 8.2 Upon execution of the Contract, the CONTRACTOR shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Services shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.
- 8.3 CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:
- (a) Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract
- (b) Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- (c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- (d) Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;
- (e) Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of Services to be performed and furnished by the CONTRACTOR.

- (f) Information Security/Cyber Liability Insurance. If a data breach is possible, the CONTRACTOR shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.
  - Each Occurrence \$1,000,000
  - Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit A minimum limit of 50% of the policy aggregate
- Technology Products E&O \$1,000,000 (Only applicable for Vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the Term of the Contract and for no less than two (2) years after termination/ completion of the Contract.
- (g) Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services under this Contract, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.
- (h) Commercial Crime Insurance: If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.
- (i) Fiduciary Liability Insurance: If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

- 8.4 Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.
- 8.5 Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.
- 8.6 Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.
- 8.7 The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- 8.8 If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

# 8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one (1) year after the date when final payment becomes due, except as

provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the performance and payment bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

## 9. CONTRACTOR RESPONSIBILITY

- 9.1 CONTRACTOR shall take any and all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
- (a) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the Services;
- (b) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the Central Florida Expressway System or other areas upon which Services are performed;
- (c) members of the public who may be traveling on the Central Florida Expressway System and their vehicles.
- 9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Scope of Services, policies of CFX, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (a) those relating to the safety of persons and property and their protection from damage, injury or loss;
- (b) all workplace laws, regulations, and posting requirements;
- (c) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (d) compliance with the public records laws of Chapter 119, Florida Statutes.
- 9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Central Florida Expressway System or in any way involved in the provision of Services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.
- 9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.
- 9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a ten percent (10%) interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.
- 9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR to perform roadway and bridge maintenance services on behalf of CFX.

#### 10. INDEMNITY

- 10.1 CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the Services and this Contract.
- 10.2 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees arising from or related to the performances or non-performance of the Services as required hereunder by the CONTRACTOR. This indemnification shall include, without limitation, any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third-party rights of any kind, by or arising out of any one or more of the following:
- (a) violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- (b) CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),
- (c) CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,
- (d) CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- (e) CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

- (f) CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- (g) CONTRACTOR's breach of any of the warranties or representations contained in this Contract.
- 10.3 CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the one percent (1%) is included in the amount negotiated for each authorized task.

## 11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation, the CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

#### 12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

- 12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; or
- 12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; and
- 12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; and
- 12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR

shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

- 12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; or
- 12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and
- 12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

# 13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

#### 14. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

## 15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel (hereinafter defined) shall be convicted of any crime, whether state or federal, or felony or misdemeanor of

any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

# 16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Control Manager, Project Superintendent and Contract Support Specialist (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract in accordance with the standards and requirements set forth in the Scope of Services. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be

notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing Services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

#### 18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

#### 19. DISPUTES

All Services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the Services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the Services that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

#### 20. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## 21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

# 22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

#### 23. GOVERNING LAW AND VENUE

This Contract, and all claims, controversies, and causes of action arising out of or relating to this Contract, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section shall survive the expiration or termination of this Contract and continue in full force and effect.

#### 24. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

## 25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

## 26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by CFX, whichever is later.

## 27. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

- 27.2 Payment to CONTRACTOR for satisfactory Services performed or for termination expenses, if applicable; and
- 27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and
- 27.4 Obligations upon expiration or termination of the Contract; and
- 27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

#### 28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

- 28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and
- 28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

# 29. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

## 30. E-VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the Term of this Contract.

#### 31. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Contract may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

## 32. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX

4974 ORL Tower Road Orlando, Florida 32807

ATTN: Director of Maintenance

With a copy to: CENTRAL FLORIDA EXPRESSWAY CFX

4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel

CONTRACTOR: LOUIS BERGER HAWTHORNE SERVICES, INC.

640 Ocoee Business Parkway, Suite 10

Ocoee, FL 34761

ATTN: Christopher Warren, Vice President

## 33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "A1" CFX Incident Response Plan
Exhibit "A2" CFX Facilities Maintenance Specifications
Exhibit "A3" - CFX Toll Facilities Index and Map Feb 2022
Exhibit "B" Method of Compensation
Exhibit "C" Contractor Technical Proposal
Exhibit "D" Contractor Price Proposal
Exhibit "E" Potential Conflict Disclosure Form

Attachment 1 – Memorandum of Agreement Attachment 2 – Addendum Nos. 1 and 2

[ SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 09, 2022.

ACCEPTED AND AGREED	O TO BY:	
LOUIS BERGER HAWTHO	DRNE SERVICES, INC.	
By:		
Title		
	ATTEST:	(Seal)
	DATE:	
CENTRAL FLORIDA EXPI	RESSWAY AUTHORITY	
By: Director of Procurem	ent	
Print Name: Aneth Williams		
Date:		
	Approved as to form and execution for the use and reliance by CFX only.	
	General Counsel for CFX	
	Diego "Woody" Rodriguez	

Print Name

# 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, generators, and HVAC equipment as well as painting, carpentry and general building maintenance activities at: the CFX's toll plaza facilities along S.R. 408, S.R. 417, S.R. 528, S.R. 429, S.R. 414, S.R. 453, S.R. 538 and the Goldenrod Road Extension (see listing included in the appendix); the CFX Headquarters Building (4974 ORL Tower Road), the Magnolia E-PASS Service Center (525 S. Magnolia Ave.), and the Hiawassee Data Center (S.R. 408, East-West Expressway) in Orange, Lake, and Osceola County, Florida.

It is the Contractor's responsibility to examine the Contract Documents and the site of the proposed Services carefully before submitting a proposal. The Contractor shall investigate the conditions to be encountered, as to the character, quality, and quantities of Services to be performed and materials to be furnished and as to the requirements of all Contract Documents. The Contractor's submission of a proposal in response to the RFP is prima facie evidence that the Contractor has made an examination as described above.

The existing CFX infrastructure is composed of several items that are unique to the Central Florida Expressway System and specifically identified and required by CFX. Unless otherwise specifically approved by the Director of Maintenance in writing prior to any replacement, all damaged items, parts, and components that require replacement, shall be replaced in kind with an identical new item, part and/or component.

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 the 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

SS-1 Rev 3-15-22

- 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, generators, 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., using Contractor provided appropriate personnel and equipment 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 All reports required by this contract shall be submitted electronically via email.
- 1.5 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.
- 1.6 Key Performance Items: The aesthetic appearance and cleanliness of the Central Florida Expressway System is of paramount importance. CFX expects all items, devices and components on the system to operate as designed. The Contractor's approach and ability to deliver the Services in accordance with the standards set forth by CFX is a key element in the successful performance of this Contract. The following are identified as "Key Performance Items" and Liquidated Damages (hereinafter defined in Section 5.5) associated with the non-performance of the Key Performance Items.

<u>ITEM</u>	MINIMUM SERVICE	NON-PERFORMANCE LIQUIDATED DAMAGE
Air Conditioning and Heating Equipment	As specified	PF-1
Electrical	As specified	PF-1
Emergency Generators	Monthly Inspections	PF-1
Roofs	As specified	PF-1
Pavement Marking and Signing	As specified	PF-1
Wastewater Treatment Facilities	Monthly inspection and reporting	PF-1
Fire Alarms and Extinguishers	As specified	PF-1

Contractor understands and acknowledges that there are additional items addressed in the CFX Maintenance Specifications in which Liquidated Damages may be charged.

- 1.7 In addition to the Liquidated Damages set forth above and in Section 5.5 hereof, in the event the Contractor fails to perform any required Services within the specified time limits in the Contract, CFX, at its option, may elect to have another contractor, subcontractor, or staff of CFX perform the Services and subtract the costs for the performance of the Services plus a \$1,000 administrative fee from any unpaid amounts then or thereafter due the Contractor under the Contract if the Contractor had performed said Services.
- 1.8 The Contractor shall expect that all Liquidated Damages outlined in this Contract will be enforced. In the event the Contractor believes an assessed Liquidated Damage is the result of extenuating circumstances or is not being properly assessed, the Contractor may appeal the assessment of Liquidated Damages in writing to the Director of Maintenance. CFX reserves the right to reduce any assessment of Liquidated Damages and/or reductions in compensation based upon the circumstances of that item. Any assessment of Liquidated Damages and/or reduction of compensation amount is at the sole discretion of the Director of Maintenance.

SS-3 Rev 3-15-22

#### 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 Incident Response Plan as defined in Exhibit A-1 attached hereto and incorporated herein for reference.
- 2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all Services 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 Contract Administration The Contractor shall:
  - 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. This report shall be included with the monthly invoice. All reports

SS-4 Rev 3-15-22

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 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
- Upon request, assist the CFX in the preparation of annual maintenance budget. Identify and recommend projects to be included in the 5 Year Work Plan.
- 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. CFX toll operations meetings.
  - 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-

SS-5 Rev 3-15-22

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. CFX reserves the right to withhold payment on the Contract until the Contractor's work plan is submitted.

# 3.2 Director of Maintenance

To avoid unnecessary repetition of expressions, whenever in the Scope of Services, CFX Facilities 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 Services, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

#### 3.3 Coordination of Contract Documents

The Scope of Services, CFX Facilities 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. The Standard Specifications, (current edition at the time of Contract execution) and the FDOT Standard Plans, (current edition at the time of Contract execution), 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. CFX Facilities Maintenance Specifications
- 3. FDOT Standard Specifications, current edition at time of Contract execution.
- 4. FDOT Standard Plans, current edition at the time of Contract Execution.

Unless specifically allowed by the Director of Maintenance, the Method of Measurement and the Basis of Payment articles in all sections of the FDOT Standard Specifications will not apply to this Contract. All payments to the Contractor will be based on the lump sum, schedule of values 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 Florida Highway Administration's ("FHWA") Manual on Uniform Traffic Control Devices ("MUTCD"). For operations requiring closure of travel lane(s), Contractor shall comply with CFX Facilities Maintenance Specifications and FDOT Standard Plans.

All lane and ramp closures require the prior written approval of the Director of Maintenance. The Contractor shall submit a written lane closure request at least ten (10) working days in advance of the planned closure. In general, no work requiring lane closures shall occur on CFX's system between the hours of 6:00 a.m. and 11:00 p.m., Monday through Sunday. In general, ramp closures will only be permitted between the hours of 11:00 p.m. and 5:00 a.m. any day of the week.

If, in the determination of the Director of Maintenance, any permitted lane closure(s) causes extended traffic congestion, the Contractor shall, at the direction of the Director of

SS-7 Rev 3-15-22

Maintenance, open any temporary lane closures until traffic is returned to an acceptable flow as determined by the Director of Maintenance.

The Contractor understands that delay costs to the public will result if all lanes are not open to traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. The Contractor shall plan its operations such that all equipment and materials except those required for the safety of the traveling public are removed from the clear zone and lanes are reopened for traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. A lane rental fee will be assessed on the Contractor in the amount of \$1,000 per lane/ramp for each minute that any lane/ramp is not open to traffic.

Lane rental fees will be assessed beginning at the appropriate time as shown above and continue until all lanes are open and traffic flow is restored as recorded by the Director of Maintenance. CFX shall have the right to apply as payment on such damages any money which is due to the Contractor by CFX. At the discretion of the Director of Maintenance, lane rental fees will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

Lanes closures on all local or state roads not a part of the Central Florida Expressway System shall be coordinated with and approved by the appropriate local or state governmental agency, such as Orange County, Lake County, Osceola County, City of Winter Garden, FDOT, FTE, etc.

#### 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 prior written consent of CFX which may be withheld in CFX's sole and absolute discretion. A list of approved

SS-8 Rev 3-15-22

subcontractors shall be made a part of the Contract. Subsequent to the execution of the Contract, any additions to the list will require prior written approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), will also require prior approval by the CFX Board. No such subcontract shall be executed by the Contractor until Board approval is given. Refer to 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 Services under the Contract any subcontractor, at any tier, whom CFX considers unsuitable for the performance of such Services. Such subcontractor shall not be reassigned to perform any work relating to the Services except with the express written consent of CFX.

# 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.

SS-9 Rev 3-15-22

# 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, but no more than sixty (60) minutes from discovery of such abnormal condition. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.
- 4.2.2 Contractor shall take any and all actions reasonably necessary to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the Director of Maintenance in writing.
- 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 Services necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the Services being performed.

## 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 Services 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, which repair shall be conducted to the reasonable satisfaction of CFX.

SS-10 Rev 3-15-22

# 4.4 Safety

- 4.4.1 General: The Contractor shall comply with all federal, state, and local laws, bylaws, ordinances, rules and regulations which control the action or operation of those engaged or employed in the Services or which affect materials used by Contractor in the performance of the Services.
- 4.4.2 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Services have been completed and accepted by CFX.

The Contractor and all subcontractors shall not allow any person employed in performance of the Services to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 4.4.3 The Contractor shall ensure that its workers and subcontractors at all tiers use vest/garments in conformance with the FDOT Standard Plans. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.
- 4.4.4 All vehicles used during the performance of the Services 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.

SS-11 Rev 3-15-22

# 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 Disadvantaged Minority and Women Owned Businesses (D/M/WBE)

General: The Contractor is encouraged to meet or demonstrate why the participation objective of 15% for this Contract could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX may elect to provide an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort herein. The Contractor shall demonstrate through documentation that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary. Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

SS-12 Rev 3-15-22

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform the Services with its own forces if those Services have been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) 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.

- 4.6.1 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.

SS-13 Rev 3-15-22

- 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:
- (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.

SS-14 Rev 3-15-22

- (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.

SS-15 Rev 3-15-22

- 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.

SS-16 Rev 3-15-22

- 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.

- 4.6.4 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;
  - 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 the Services will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", which shall be completed and submitted with the "Request for Authorization to Sublet Work". One copy of the certification will be attached to each copy of the "Request for Authorization to Sublet Work".

SS-18 Rev 3-15-22

## 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.

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 on the roadways 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.

SS-19 Rev 3-15-22

- 5.3.3 Prior to beginning maintenance operations, the Contractor shall submit to the CFX, for approval, via email 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 CFX facilities.
- 5.3.5 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way line as possible and outside of the "Clear Zone" as defined in the FDOT Standard Plans. 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.
- 5.3.6 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 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, in his sole and absolute discretion, 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 CFX due to travel distance requirements of the response crew.

- 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 Contractor and CFX recognize that, since time is of the essence for the performance of the Services under this Contract, CFX will suffer financial loss if the Services are not preformed within the time specified in the Contract, as said time may be adjusted as provided for herein. In such event, the total amount of CFX's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that CFX receive liquidated damages from Contractor, if Contractor fails to perform the Services within the time periods set forth in the Contract. The Contractor (or in the circumstance of the Contractor default, the surety) shall pay to CFX, not as a penalty but as liquidated damages per the following Performance Failure schedule (PF) for failure of the Contractor to complete the Services and Key Performance Items within the time stipulated in the work order or maintenance specifications or within such additional time as may have been granted by CFX (the "Liquidated Damages"):

- PF-1 \$100 per Task/Item per Day
- PF-2 \$500 per Task/Item per Day
- PF-3. \$1000 per Task/Item per Day

It shall be the responsibility of the Contractor to schedule the Services in a manner that prevents delays, stoppages and rework.

SS-22 Rev 3-15-22

The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of CFX's actual damages at the time of contracting if Contractor fails to perform the Services within the time specified herein.

- 5.5.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, liquidated damage charges will be assessed in calendar days, starting with the first day following the day the subject Task / Item was due to be completed.
- 5.5.3 Permitting the Contractor to continue and to finish the Services, 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 Services by CFX or by another contractor retained by CFX, the Contractor and the Contractor's surety shall be liable for the Liquidated Damages under the Contract until either CFX releases the default or the Services resume under the Contract Surety. No Liquidated Damages shall be chargeable for any delay in the final completion of the Services due to any unreasonable action or delay on the part of CFX.
- 5.5.5 The Services will be considered completed when all Services have been accepted by the Director of Maintenance. CFX reserves the right deduct any Liquidated Damages prescribed in this subsection from any unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to CFX by Contractor upon demand by CFX plus interest from the date of demand at the maximum legal rate of interest until paid.
- 5.5.6 It is further mutually understood and agreed that CFX's assessment of liquidated damages for delays is intended to compensate CFX solely if Contractor fails to timely perform the Services in accordance with the terms of this Contract and shall not release the Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, CFX instead shall be entitled to recover those actual delay damages that it sustained as a result of the Contractor's failure to perform the Services.

SS-23 Rev 3-15-22

### 5.6 Sales and Use Taxes

Performance of the Services 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.

### 5.7.1 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:

- 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

SS-24 Rev 3-15-22

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 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.
- 5.8.2 Acceptable work quality will be determined by the Director of Maintenance.
- 5.8.3 The Contractor shall certify that work quantities and quality were accomplished in accordance with the Contract. The certification shall be included in the monthly payment request documentation.
- 5.8.4 Parts and materials provided by the Contractor for repairs and maintenance shall be new. Rebuilt or repaired parts will not be acceptable, unless approved by the Director of Maintenance.

SS-25 Rev 3-15-22

5.8.5 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.

### 5.9 Compensation

The Contractor will be paid in accordance with Exhibit B attached hereto and incorporated herein by reference.

END OF SCOPE OF SERVICES

SS-26 Rev 3-15-22

# CONSENT AGENDA ITEM #18

### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

**Director of Procurement** 

DATE: May 20, 2022

SUBJECT: Approval of Cooperative Purchase Agreement with Universal Protection Service,

LLC d/b/a Allied Universal Security Services, LLC for

**Security Guard Services** 

Contract No. 001920 - EXEMPT

Board approval of Cooperative Purchase Agreement with Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC in a not-to-exceed amount of \$750,000.00 is requested. This is a cooperative purchase (piggyback) agreement based on a contract between the State of Florida and Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC which will allow CFX to take advantage of the favorable rates already negotiated.

The work to be performed includes providing security guard services at CFX's Headquarters and E-PASS Service Center.

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE Director of Maintenance Glenn Pressimone, PE

The information contained in this item is confidential and exempt in accordance with s. 119.071(3)(a), F.S. and as a result the materials have been removed from this packet.

# CONSENT AGENDA ITEM #19

### **MEMORANDUM**

TO: CFX Board Members

FROM Aneth Williams

Director of Procurement

DATE: May 12, 2022

SUBJECT: Approval of Subcontractors to Louis Berger Hawthorne Services, Inc. for

Roadway and Bridge Maintenance Services – SR 429, SR 414, and SR 453

Contract No. 001821

Board approval of Aero GroundTek, LLC, Proshot Concrete, Inc., Incident Management Holdings, Inc., Southeast Highway Guardrail and Attenuators, LLC, Turtle Infrastructure Partners, LLC, Southern Lights Electrical Contractors, Inc. and BluRock LLC as subcontractors to Louis Berger Hawthorne Services, Inc. is requested. The cost for each 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

Man Bl

Glenn Pressimone PF

### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. Date: April 25, 2022 CFX Contract Name: Roadway and Bridge Maintenance Services SR 429, SR 414, SR 451 and SR 453 CFX Contract No.: 001821 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 GroundTek, LLC Address: 858 Maguire Road, Ocoee, Florida 34761 Phone No.: (407)877-7473 Federal Employee ID No.: 84-4918513 Description of Services to Be Sublet: Daily Roadside Litter Removal Estimated Beginning Date of Sublet Services: June 1, 2022 Estimated Completion Date of Sublet Services: May 31, 2025 Estimated Value of Sublet Services\*: \$1,800,200.01 \*(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: (Signature of Consultant/Contractor Representative) Apr 28, 2022 Recommended by: (Signature of Appropriate CFX Director/Manager) Apr 29, 2022 Approved by: (Signature of Appropriate Services Chief)

### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services Date: April 28, 2022 CFX Contract Name: Roadway and Bridge Maintenance Services SR 429, SR 414, SR 451 AND SR 453 CFX Contract No.: 001821 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: Proshot Concrete, Inc. Address: 4158 Musgrove Drive, Florence, AL. 35630 Phone No.: 254.764.5941 Federal Employee ID No.: 20-5269497 Description of Services to Be Sublet: Structure Maintenance/Repairs Estimated Beginning Date of Sublet Services: June 1, 2022 Estimated Completion Date of Sublet Services : April 1, 2023 Estimated Value of Sublet Services\*: \$150,000.01 \*(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: (Signature of Consultant/Contractor Representative) May 3, 2022 Recommended by: < (Signature of Appropriate CFX Director/Manager) Glenn Pressimone May 4, 2022 Approved by: Date: (Signature of Appropriate Services Chief)

### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Date: April 25, 2022

Consultant/Contractor: Louis Berger Hawthorne Services, Inc.

CFX Contract Name: Roadway and Bridge Maintenance Services SR 429, SR 414, SR 451 and SR 453 CFX Contract No.: 001821 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: Incident Management Holdings, Inc. Address: PO Box 391, Minneola, Florida 34755 Phone No.: (352)242-9621 Federal Employee ID No.: 54-2079941 Description of Services to Be Sublet: Emergency Response Estimated Beginning Date of Sublet Services: June 1, 2022 Estimated Completion Date of Sublet Services: April 30, 2023 Estimated Value of Sublet Services\*: \$95,000.01 \*(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: Consultant/Contractor Representative) ect managu, las Apr 28, 2022 Recommended by: (Signature of Appropriate CFX Director/Manager) Apr 29, 2022 Approved by: (Signature of Appropriate Services Chief)

### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. Date: April 25, 2022 CFX Contract Name: Roadway and Bridge Maintenance Services SR 429, SR 414, SR 451 and SR 453 CFX Contract No.: 001821 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: Southeast Highway Guardrail and Attenuators, LLC. Address: 7760 Hooper Road, West Palm Beach, Florida 33411 Phone No.: (561)792-0040 Federal Employee ID No.: 81-2488503 Description of Services to Be Sublet: Guardrail repair Estimated Beginning Date of Sublet Services: May 1, 2022 Estimated Completion Date of Sublet Services: April 30, 2023 Estimated Value of Sublet Services\*: \$75,000 \*(Not to exceed \$24,999.99 without prior Board Approval) Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet: Requested By: (Signature of Consultant/Contractor Representative) Project manager, LBS May 3, 2022 Recommended by: (Signature of Appropriate CFX Director/Manager) May 4, 2022 Approved by: (Signature of Appropriate Services Chief)

### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultation Contractor. Louis Berger Hawtherite Services, Inc.	1711 25, 2022		
CFX Contract Name: Roadway and Bridge Maintenance Services SR 429, SR 414, CFX Contract No.: 001821	SR 451 and SR 453		
Authorization is requested to sublet the services identified below which are included in the a requests approval to sublet services to:	bove referenced Contract. Consultant/Contractor		
Subconsultant/Subcontractor Name: Turtle Infrastructure Partners, LLC			
Address: 1875 12TH Street SE, Largo, Florida 33771			
Phone No.: (352)544-2723			
Federal Employee ID No.: 84-2663349			
Description of Services to Be Sublet: Guardrail Repair, Cable Barrier Repair and Sign Repair	ŗ		
Estimated Beginning Date of Sublet Services: June 1, 2022			
Estimated Completion Date of Sublet Services: April 30, 2023			
Estimated Value of Sublet Services*: \$175,000.01 *(Not to exceed \$24,999.99 without prior Board Approval)			
Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has bee conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subcoublet:	n advised of, and agrees to, the terms and consultant/subcontractor and the services to be		
Requested By:			
(Signature of Consultant/Contractor Representative)  Project Manager, LBS  Title			
Boundard Llong BQ	Apr 28, 2022		
Recommended by: (Signature of Appropriate CFX Director/Manager)	Date:		
Approved by: Glenn Pressimone (Apr 29, 2022 08:15 EDT)	Apr 29, 2022 Date:		
(Signature of Appropriate Services Chief)	-		

### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. Date: April 25, 2022 CFX Contract Name: Roadway and Bridge Maintenance Services SR 429, SR 414, SR 451 and SR 453 CFX Contract No.: 001821 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: BluRock LLC Address: 12473 Gillard Road, Winter Garden, FL 34787 Phone No.: (407)921-8607 Federal Employee ID No.: 82-2009471 Description of Services to Be Sublet: Slope Machine Mowing, Litter Removal and Small Machine Mowing Estimated Beginning Date of Sublet Services: June 1, 2022 Estimated Completion Date of Sublet Services: April 30, 2023 Estimated Value of Sublet Services\*: \$775,000.01 \*(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: Consultant/Contractor Representative) Apr 28, 2022 Recommended by: Date: (Signature of Appropriate CFX Director/Manager) Apr 29, 2022

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

(Signature of Appropriate Services Chief)

Date:

Approved by:

### REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services Date: May 12, 2022 CFX Contract Name: Roadway and Bridge Maintenance Services SR 429, SR 414, SR 451 and SR 453 CFX Contract No.: 001821 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: Southern Lights Electrical Contractors, Inc. Address: 1815 30th Ave East, Bradenton, FL 34208 Phone No.: (941)366-8424 Federal Employee ID No.: 65-0647698 Description of Services to Be Sublet: Roadway and Bridge Lighting Maintenance and Repairs Estimated Beginning Date of Sublet Services: June 1, 2022 Estimated Completion Date of Sublet Services; August 31, 2022 Estimated Value of Sublet Services\*: \$60,0000 \*(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: Senior Reviet Impager
Title Requested By: Recommended by: Lon B May 18, 2022 (Signature of Appropriate CFX Director/Manager) Approved by: Glenn Pressimone Many Pressimone May 18, 2022 (Signature of Appropriate Services Chief)

## CONSENT AGENDA ITEM #20

### **MEMORANDUM**

TO: CFX Board Members

FROM: Son Nguyen

Risk Manager Mayar

DATE: May 18, 2022

SUBJECT: Approval of Bridges and Plazas Insurance Policy with Zurich American Insurance

Company

Board approval of the fiscal year 2023 Operational Civil Works insurance policy with Zurich American Insurance Company (Zurich) in the amount of \$935,000 is requested. The insurance premium is \$929,131.20 with \$5,868.80 for any mid-year additions. This policy covers property damage to bridges, overpasses, toll plaza facilities and resulting loss of revenue. Fiscal year 2023's policy will be the first year of a two-year rate guarantee program with Zurich. The current policy expires July 01, 2022.

CFX utilizes an independent insurance broker, HUB Florida Public Risk, Inc. (HUB) for risk management services and for the solicitation and evaluation of proposals for insurance coverage. HUB marketed CFX's insurance package to twelve carriers (Zurich, Markel, Great American, Allianz, Ascot, Everest RE, Hartford, Chronos, Liberty Mutual, Travelers, Starr and Argo). Three carriers were willing to provide only partial coverage, while eight carriers were unwilling to underwrite for catastrophic loss in Florida. Staff concurs with HUB's recommendation to accept the policy with Zurich.

Reviewed by:

Chief Financial Officer

# Commercial Insurance Proposal Central Florida Expressway Authority

Property/Casualty Insurance

Policy Term: **07/01/22 - 07/01/**23

Presented By

Jim Duncan

Review Date: May 17, 2022

Hub Florida Public Risk, Inc. 1117 Thomasville Road Tallahassee, FL 32303 (850) 386-1111 www.hubinternational.com

Please note the following regarding this Insurance Review:

THIS REVIEW CONTAINS ONLY A SUMMARY OF YOUR INSURANCE COVERAGE AND POLICY. IT IS YOUR RESPONSIBILITY TO CAREFULLY AND COMPLETELY REVIEW THE ENTIRE POLICY FOR ITS ACTUAL TERMS, LIMITS AND CONDITIONS. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THE POLICY AND THE PROVISIONS OF THIS REVIEW, THE TERMS OF THE POLICY WILL GOVERN AND CONTROL.



## **Table of Contents**

Service Team	3
Covered Property	4
Premium Summary	7
Carrier Rating	10
General Statement	
The HUB Advantage	12
Our Commitment - The HUB Advantage	12
Retirement Plans	13
Employee Benefits	15
Claims Management	17
Risk Services	18
Recommendations	10



### Service Team

Our ability to provide superior service starts with quality people.

The key individuals assisting you with your account are:

Jim Duncan  Commercial Risk Manager  p (850) 545-6067  Jim.duncan@hubinternational.com	
p (850) 545-6067	
Jim.duncan@hubinternational.com	
Area Executive Vice President	
Sam Rogers	
Commercial Risk Manager	
p (850) 205-0426	
sam.rogers@hubinternational.com	
Marketing	
Michael Sullivan	
Executive Vice President	
p (678) 428-8538	
michael.sullivan@hubinternational.com	
Account Management	
Cindy Gotham	
Sr. Vice President of Commercial Lines	
p (407) 893-3845	
Cindy.gotham@hubinternational.com	
Claims Risk Management – Workers Compensation	
James I. Peterson, AIC	
p (407) 893-3835	
james.peterson@hubinternational.com	
Risk Management	
Ron Taylor, CPCU, CRM, CIC	
Executive Vice President – Risk Management	
p (407) 893-3889	
ronald.taylor@hubinternational.com	



## **Covered Property**

Client: Central Florida Expressway Authority
Carrier: Zurich American Insurance Company

A.M. Best Rating: A+ (XV)

Policy Term: 7/1/2022 to 7/1/2024

Description and Location of Covered Property: Central Florida Expressway Authority Toll Facilities & Bridges

### Scheduled Locations/Structure Name

Loc.#	Structure Name	Expiring Limits	Renewal Limits	% of Difference
1	Beachline Expressway (SR-528)	Out to to to the Discoving	Out and the I Discovery	
2	East-West Expressway (SR-408)	Scheduled Physical	Scheduled Physical	
3	Greenway (SR-417)	Damage Limit	Damage Limit	40/
4	Western Beltway & Wekiva Parkway (SR-429)	\$1,197,373,456	\$1,295,324,325	1%
5	Goldenrod Road	Scheduled Loss of	Scheduled Loss of	
6	John Land Apopka Expressway (SR-414)	Revenue Limit	Revenue Limit	
7	SR-453	\$488,856,459	\$586,645,198	20%
8	Poinciana Parkway	Ψ+00,000,400	Ψ000,040,100	20 /0

### Sub-Limits of Liability increase the Policy Limit of Liability

Description	Limit
Physical Damage Coverage to the Covered Property	\$75,000,000
Loss or Revenue	\$75,000,000
Accounts Receivable	\$5,000,000
Interruption by Civil or Military Authority	14 Days
Expediting Expenses	\$2,500,000
Extra Expenses	\$10,000,000
Or 25% of the amount of insured physical loss of or damage to Covered	
Property whichever is less – Debris Removal Coverage	\$10,000,000
Fire Department Service Charges	\$1,000,000
Ingress or Egress	14 Days
Loss Adjustment Expense	\$500,000
Newly Acquired Locations	\$10,000,000
Ordinance or Law/Demolition or Increased Cost of Construction	\$10,000,000
Transit – Any One Conveyance	\$2,500,000
Valuable Papers and Records	\$2,500,000
Terrorism	\$75,000,000



### **Annual Aggregate Limits of Liability**

Description	Limit
By the peril of Earthquake	\$75,000,000
By the peril of Flood	\$75,000,000
By the peril of Named Storm	\$75,000,000

### Deductibles and Waiting Period(s)

Description	Limit
Physical loss of or damage to Covered Property, unless otherwise shown below	\$100,000
Physical loss of or damage to SURVEILLANCE EQUIPMENT*	\$100,000
As respects EARTHQUAKE*	\$100,000
As respects FLOOD*	2% of the Total Value of Covered Property involved in a loss (minimum \$100,000)
As respects NAMED STORM	2% of the Total Value of Covered Property involved in a loss (minimum \$500,000)
Waiting Period - LOSS OF REVENUE	10 Days

In the event that more than one deductible shown above or specified in any endorsement attached to this Policy shall apply to insured physical loss of or damage to Covered Property in any one **OCCURRENCE\***, only the largest shall be applied.

If **LOSS OF REVENUE\*** Coverage is provided under this Policy, the Waiting Period stated in 8.F. above will always be applied in addition to any dollar deductible stated for physical damage.

### **Terms and Conditions**

Coverage			
Limit of Liability	This Policy shall pay no more than \$75,000,000 for any one OCCURRENCE*, subject to the following Sub-limits of Liability and Annual Aggregate Limits of Liability. In no event shall this Policy's liability exceed the Limit of Liability above or the scheduled values as stated on Endorsement A – Schedule of Locations & Values Insured, whichever is less, in any one OCCURRENCE*.		
Sub-limits of Liability	The Policy shall pay no more than the following Sublimit(s) of Liability in any one OCCURRENCE*.		
Additional Insured(s)	Shall include any entity where to whom the Named Insured is obligated by written contract or agreement to provide insurance or as those shown on ACORD Certificate of Insurance (or equivalent) issued by HUB International, copies of which will be forwarded, if requested, to the Company.  The first Named Insured shown in 3. above shall be deemed the sole and irrevocable agent of each and every Insured hereunder for the purpose of giving and receiving notices to/from the Company, giving instruction to or agreeing with the Company as respects Policy alteration, for making or receiving payments of premium or adjustments to premium, and as respects the payment for claims.		



### Forms and Endorsements

Number	Description
U-CIM-D-110-A-CW (01/17)	Commercial Inland Marine – Common Declarations
U-GU-319-F (01/09)	In Witness Clause
U-CIM-320-A CW (01/17)	Commercial Inland Marine - Schedule of Forms and Endorsements
U-CWP-D-0001-A CW (01/18)	Zurich Operational Civil Works Policy Declarations
U-CWP-0001-A CW (01/18)	Zurich Operational Civil Works Policy
U-CWP- 0010-A CW (01/18)	Endorsement A: Schedule of Covered Property
U-CWP-0103-A CW (01/18)	Endorsement B: Debris Removal Clean up and Decontamination
U-CWP-0105-A CW (01/18)	Endorsement C: Multi-Year Policy Term
U-CWP-0106-A CW (01/18	Endorsement D:Contingent Loss of Revenue
NMA2914 (Amended)	Electronic Data Exclusion Endorsement – Ensuing Perils
PHN for NMA2914 Form	Important Notice To Policyholders Electronic Data Exclusion Endorsement
U-GU-630-D CW (01/15)	Disclosure of Premium (Relating to Disposition of TRIA)
U-GU-767-B CW (01/15)	Endorsement E: Cap On Losses From Certified Acts Of Terrorism
U-GU-1147-B CW (01/16)	Fraud Warnings Disclosure Property and Casualty Application Addendum
U-GU-1191-A CW (03/15)	Sanctions Exclusion Endorsement



## **Premium Summary**

Description Of Coverage	Renewal Premium
Property Damage	\$1,111,678
Loss of Revenue	\$646,169
Terrorism Coverage	\$87,498
State Assessment & Surcharges	\$12,917.42
Total Estimated 2-Year Premium*	\$1,858,262.40
Total Estimated Annual Premium	\$929,131.20

The Estimated Term Deposit Premium for this Policy is \$922,673. If the term of this Policy exceeds 12 months, the total premium shown shall be an estimate for the full Policy term and only the first year's premium shall be charged at inception. The subsequent year shall be charged a premium based upon the values at risk times the annual rate in accordance with the reporting provision.



<sup>\*\*</sup>Carrier may apply a short-rate penalty should you request a policy be cancelled mid-term.

# CONSENT AGENDA ITEM #21

### MEMORANDUM

TO: **CFX Board Members** 

Aneth Williams Will FROM:

Director of Procurement

DATE: May 19, 2022

SUBJECT: Approval of Purchase Order to Temple, Inc. for

Field Ethernet Switch Equipment

Project 599-432

Board approval is requested to issue a purchase order to Temple, Inc. in the amount of \$189,924.00 for Field Ethernet Switch Equipment.

An Invitation to Bid for the referenced project was advertised on April 24, 2022. Responses to the Invitation were received from three contractors by the deadline.

The purchase of Field Ethernet Switch Equipment is to maintain network communications in all plazas and attended lanes for the Reload 2.0 project.

Bid results were as follows:

	<u>Bidder</u>	Bid Amount
1.	Temple, Inc.	\$189,924.00
2.	Traffic Engineering and Management, LLC	\$232,400.00
3.	Siemens Industry Inc.	\$236,669.48

This purchase is included in the Five-Year Work Plan.

Reviewed by:

Director of IT

Jim Greer

Chief Technology/Operations

# CONSENT AGENDA ITEM #22

### **MEMORANDUM**

TO: CFX Board Members

FROM: Aneth Williams

**Director of Procurement** 

DATE: May 19, 2022

SUBJECT: Approval of Second Contract Renewal with AECOM Technical Services, Inc.

for General Systems Consultant Services

Contract No. 001215

Board approval is requested for the second renewal of the referenced contract with AECOM Technical Services, Inc. in the amount of \$2,750,000.00 for one year beginning August 1, 2022 and ending July 31, 2023. The original contract was for five years with five one-year renewals.

The work to be performed includes support for the IT department and Intelligent Transportation System and sustainability programs.

Original Contract	\$15,000,000.00
Amendment No. 1	\$ 0.00
First Renewal	\$ 2,000,000.00
Second Renewal	\$ 2,750,000.00
Total	\$19,750,000.00

This contract is a component of projects in the Five-Year Work Plan.

Reviewed by: BRYAN HOMAYOU

RYAN HOMAYOUNI (May 24, 2022 08:18 EDT)

Bryan Homayouni, PE

Director of Intelligent Transportation Systems

Glenn Pressimone (May 24, 2022 08:45 EDT)

Glenn Pressimone, PE

Jim Greer

Chief Technology/Operations

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 2 AGREEMENT CONTRACT NO. 001215

**THIS CONTRACT RENEWAL NO. 2 AGREEMENT** ("Renewal Agreement"), is made and entered into this 9th day of June 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AECOM Technical Services, Inc. hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

### WITNESSETH

**WHEREAS**, on June 22, 2016, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Consultant to provide general systems 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. Recitals. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
- 2. <u>Renewal Term</u>. CFX and Consultant agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on August 1, 2022 and end on July 31, 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 \$2,750,000.00 ("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.

### AECOM TECHNICAL SERVICES, INC.

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	By: Aneth Williams, Director of Procurement
Print Name:	
Title:	
ATTEST:(SE	AL)
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:
D	Diego "Woody" Rodriguez, General Counsel
By:	
Print Name:	

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001215

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 8th day of April 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and AECOM Technical Services, Inc., register and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

### WITNESSETH

'21 APR 21 AM10:27

WHEREAS, on June 22, 2016, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of August 1, 2016, whereby CFX retained the Consultant to provide general systems 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. <u>Renewal Term.</u> CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on August 1, 2021 and end on July 31, 2022 ("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 \$2,000,000.00 ("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. This Renewal will be for ITS services and close-out of IT projects. 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.

AECOM TECHNICAL SERVICES, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: 4 great Everett	By:Aneth Williams Digitally signed by Aneth Williams Date: 2021.04.28 16:02:10-04'00'  Aneth Williams, Director of Procurement
Print Name: M. Janet Everett, P.E.	
ATTEST: SHE COMMISSION STATEST	'21 APR 21 AM10:27
# MGG 961984	Approved as to form and legality by legal counsel
If Individual furnish two witnesses:	Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 22 day of April, 2021 for its exclusive use and reliance.
Print Name: Jessica a. Paul	By: Woody Rodriguez Diego Woody" Rodriguez, General Counsel

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY GENERAL SYSTEMS CONSULTANT SERVICES AMENDMENT NO. 1 TO CONTRACT NO. 001215

This Amendment No. 1 ("Amendment") is entered into this 14 day of November 2017, by and between the Central Florida Expressway Authority ("CFX") and AECOM TECHNICAL SERVICES, INC. ("Consultant").

### WITNESSETH:

WHEREAS, CFX and the Consultant on June 22, 2016, entered into an agreement ("the Contract") whereby CFX retained the Consultant to perform General Systems Consultant Services; and

WHEREAS, the parties have determined it necessary to revise Exhibit "C", Negotiated Price Proposal, by deleting pages C-50-52, Ciber, Inc. certified wage rates in its entirety and inserting pages 1-5, Ciber Project Area 4: Staff Augmentation – Rate Table November 10, 2016 as provided in Exhibit "A" attached hereto.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to **deleting** page C-50-52, Ciber, Inc. certified wage rates in its entirety and **inserting** pages 1-5, Ciber Project Area 4: Staff Augmentation – Rate Table November 10, 2016 as provided in Exhibit "A" attached hereto. The rates for this Addendum No. 1 are retroactive to October 14, 2016.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment No. I and any supplements made previously thereto, the provisions of this Amendment No. I shall take precedence.

2017 DEC 11 AM 9:22

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:\_

Director of Procurement

AECOM TECHNICAL SERVICES, INC.

by.

Print Name

Telhen Nappinge

Title:

Attest:

tle: Office administrator

HARRIET H. STORMS
MY COMMISSION # FF 976764
EXPIRES: June 8, 2020
Bonded Thru Notary Public Underwrittens

2017 DEC 11 AM 9:22

REVIEWED AND APPROVED

### **CONTRACT**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND AECOM TECHNICAL SERVICES, INC.

#### GENERAL SYSTEMS CONSULTANT SERVICES

CONTRACT NO. 001215

CONTRACT DATE: JUNE 22, 2016 CONTRACT AMOUNT: \$30,000,000.00

(The Contract Amount for the five-year Contract term has a combined upset limit of \$30,000,000.00 between this contract, contract no. 001215, and contract no. 001144, the co-awardee to provide General Systems Consultant Services for CFX.)

## CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, AND NEGOTIATED PRICE PROPOSAL

Note: This solicitation was procured under RFP-001144R and was awarded to two (2) awardees, HNTB; contract #001144, and AECOM; contract #001215. For ease of reference, the second contract was assigned a separate contract #, 001215. Hence, pages within this document that list contract no. 001144 or 001144R are now referred to contract no. 001215.

## CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, AND NEGOTIATED PRICE PROPOSAL

#### GENERAL SYSTEMS CONSULTANT SERVICES

CONTRACT NO. 001215

**JUNE 2016** 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### TABLE OF CONTENTS

<u>Title</u>	Page		
Contract	AG-1 to AG-19		
Scope of Services	A-1 to A-14		
Method of Compensation	B-1 to B-5		
Negotiated Price Proposal	C-1 to C-169		

On disk Technical Proposal Addenda

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY GENERAL SYSTEMS CONSULTANT SERVICES CONTRACT

This Contract No. 001215 (the "Contract" as defined herein below), is made this 22<sup>nd</sup> day of June, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called CFX and AECOM Technical Services, Inc., 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 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 consultant to provide general systems consultant services and related tasks as may from time to time be assigned to the CONSULTANT by CFX; and,

WHEREAS, on or about March 28, 2016, CFX issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of five qualified firms that responded to the Request for Proposals and was ultimately one of two firms selected to provide said services;

**NOW THEREFORE,** in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

#### 1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include comprehensive support and guidance relative to the management and operation of all CFX's computer, network and communications systems in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract,
- 1.2 The Addenda (if any),
- 1.3 The Scope of Services,
- 1.4 The Method of Compensation,
- 1.5 The Technical Proposal submitted by CONSULTANT, and
- 1.6 The Negotiated Price Proposal (Details, Cost, and Fees)

(collectively, the "Contract Documents").

#### 2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) 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 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give

notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials 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 All costs and charges incurred by CFX because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted 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. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

#### 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term has a combined upset limit of \$30,000,000.00 between this contract, contract no. 001215, and contract no. 001144, the co-awardee to provide General Systems Consultant Services for CFX.

- 3.2 CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other consultants or CFX staff.
- 3.3 CFX agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

#### 4. AUDIT AND EXAMINATION OF RECORDS

#### 4.1 Definition of Records:

- (i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.
- (ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultant. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another consultant doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all 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.

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

#### 5. 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, CONSULTANT 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. CONSULTANT shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONSULTANT 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 CONSULTANT's invoices, and shall be in a form reasonably acceptable to CFX.

#### 6. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONSULTANT shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance

coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

- 6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- 6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);
- 6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.
- 6.5 **Professional Liability Insurance** 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.

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

#### 7. CONSULTANT RESPONSIBILITY

7.1 CONSULTANT shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subconsultants to do the same. CONSULTANT shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONSULTANT and its subconsultants and other persons who would reasonably be expected to be affected by the performance of the Services;
- (ii) other property of CONSULTANT and its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible on or adjacent to the areas upon which services are performed;
- 7.2 CONSULTANT shall comply, and shall cause its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:
  - 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 CONSULTANT 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 CONSULTANT, whether such property is owned by CONSULTANT, 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 CONSULTANT or its employees, agents, officers or subconsultants or any other persons for whom CONSULTANT may be legally or contractually responsible.
- 7.4 CONSULTANT shall ensure that all of its activities and the activities of its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.
- 7.5 CONSULTANT shall immediately notify CFX of any material adverse change in CONSULTANT'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 CONSULTANT, or of the existence of any material impairment of rights or ability of CONSULTANT to carry on as its business and operations are currently conducted.
- 7.6 CONSULTANT 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 CONSULTANT's employees from leaving CONSULTANT's employ and

taking employment with any successor of CONSULTANT 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 CONSULTANT is the level of expertise, knowledge and experience possessed by employees of CONSULTANT, particularly the Program Manager and Project Managers for each of the five (5) major support categories; Information Technology, Toll Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety (the "Key Personnel") and CONSULTANT's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services.

CONSULTANT 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 CONSULTANT, 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. Key Personnel that are dismissed, shall be replaced by personnel pre-approved by CFX.

Promptly upon request of CFX, CONSULTANT 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 CONSULTANT'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 CONSULTANT shall indemnify and hold harmless CFX and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, 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 CONSULTANT, its subconsultants, officers, agents or employees,

- 9.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),
- 9.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,
- 9.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),
- 9.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,
- 9.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or
- 9.7 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.

#### 10. PUBLIC RECORDS

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 (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

Notwithstanding Paragraph 11, 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 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, 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.

- 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the contract, 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 contract, the CONSULTANT 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 CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the CFX. In the event the CONSULTANT has public records in its possession, CONSULTANT shall comply with the Public Records Act.

#### 11. MEDIA RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

#### 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"). CONSULTANT, its employees, agents, officers, and subconsultants 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.

CONSULTANT, its employees, agents, officers, and subconsultants 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. CONSULTANT, its employees, agents, officers, and subconsultants' 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 CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subconsultants, which for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

- 12.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **OR**
- 12.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**
- 12.3 CONSULTANT 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 CONSULTANT Property or any license granted to CFX for use of the CONSULTANT Intellectual Property rights; AND
- 12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT 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. CONSULTANT 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, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT 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.

CONSULTANT further warrants and represents that there are no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subconsultants with respect to the CONSULTANT Property or CONSULTANT 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, CONSULTANT, or a third party; or
- 12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT 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 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.

#### 14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONSULTANT acknowledges that it has read the Ethics Policy and, to the extent applicable, CONSULTANT will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants 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

CONSULTANT, its employees, officers, agents, and subconsultants 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

CONSULTANT shall notify CFX if any of CONSULTANT'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 CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Notwithstanding the foregoing:

- 17.1 CONSULTANT 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 CONSULTANT; and
- 17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONSULTANT with the provisions of this Contract with regard to Key Personnel, CONSULTANT 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 subconsultant of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONSULTANT 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 subconsultant shall inure to the benefit of CFX, and

- (ii) shall require the subconsultant to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subconsultant 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, excluding Worker's Compensation, Employer's Liability, and Professional Liability insurances, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and
- (iii) shall require the subconsultant 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 subconsultants, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, 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 her/his 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 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 CONSULTANT 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 CONSULTANT's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONSULTANT shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONSULTANT for expenses or profits related to unfinished work, or for CFX's use of any CONSULTANT materials or equipment on the work sites, including without limitation the CONSULTANT Property and CONSULTANT Intellectual Property.

#### 20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

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 CONSULTANT for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONSULTANT in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONSULTANT 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 CONSULTANT (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONSULTANT 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 CONSULTANT 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 CONSULTANT'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' CONSULTANT'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, CONSULTANT 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 CONSULTANT 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 CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

#### 23. 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.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subconsultant, 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 CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

#### 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 CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and
- 25.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; 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 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.

#### 27. INSPECTOR GENERAL

27.1 CONSULTANT understands and shall comply with subsection 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 22, 2016 contingent upon successful negotiations.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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### EXHIBIT "A" SCOPE OF SERVICES

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY GENERAL SYSTEMS CONSULTANT SERVICES CONTRACT NO. 001215

#### 1.0 GENERAL

The General Systems Consultant (GSC) will have a duty to and relationship with Central Florida Expressway Authority (CFX) and its Staff. This duty and relationship shall obligate the GSC to work day-to-day with CFX staff providing comprehensive support and guidance relative to the management and operation of all CFX's computer, network and communications systems ("Systems") as described in the Scope of Services. The General Systems Consultant supports the Chief of Technology/Operations in much the same way that the General Engineering Consultant (GEC) supports the Director of Engineering.

Services to be provided by the GSC include, but are not necessarily limited to: 1) staff assistance to maintain the integrity of CFX's Computer, Network and Communications Systems; 2) continuing support of Systems integration, operations, maintenance and applications; 3) long-range planning assistance for Systems upgrades; 4) continuing assistance to ensure that CFX's Systems remain current; 5) assisting staff in the planning of future toll collection technology, connected, automated vehicle and autonomous vehicle technology, interoperability with other toll collection and external agencies and for customer support at all service centers and with CFX's website; 6) smart phone technologies and applications; and 7) GSC will interface with the GEC as directed.

To assist CFX in maintaining current and future information technology (IT) systems at optimal efficiency levels, the GSC shall provide expertise in the field of computer hardware and operating systems, modem toll collections systems, telephony/call center system, toll system accuracy testing and analysis, computer programming languages, computer system support utilities and CFX-unique application software, smart phone applications, dashboard development and website development. The GSC shall also provide expertise in the following areas: Information Technology Tolling Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety.

#### 2.0 DESCRIPTION OF CURRENT SYSTEMS

#### 2.1 ELECTRONIC TOLL AND TRAFFIC MANAGEMENT (ETTM) SYSTEMS

CFX owns a computerized data collection and processing system, consisting of the necessary hardware and software to accurately and efficiently collect, process, report, and archive traffic, toll revenue, E-PASS Service Center data and system maintenance activity. The system operates on openVMS platforms with server based lane controllers. Note: This is true for the current toll collection system. The new toll collection system will utilize

Hewlett Packard (HP) server-class computers running Microsoft Windows Server operating system and the lanes will be blade-based Infinity hardware running Windows embedded operating system.

#### 2.2 TOLL SYSTEM REPLACEMENT (TSR) PROJECT

The Toll System Replacement project (TSR) is a multi-year system wide project to replace CFX's existing toll collection system. The replacement Toll Collection System will include all toll system elements from the lanes and plazas (for all lane types) through to the Toll Host Environment. The Toll Host is the destination for all of the transactions and it also provides management and control of the Roadside Toll Collection System (RTCS). The new Toll Host will be integrated with the legacy back office system which includes the E-PASS Customer Service Center and Violation Processing Center subsystems. In addition to the new roadside components and Toll Host, the new toll collection system will also include an Image Processing Subsystem (IPS), Maintenance Online Management Subsystem (MOMS), Transaction Video Audit Subsystem (TVAS), a Law Enforcement Notification Subsystem (LENS), Reporting and supporting subsystems. Some legacy system components will be retained and integrated into new toll collection system including the legacy AVI readers and ACMs.

The prime contractor for the project is TransCore. Their work includes program management, system design development, system integration and installation, testing and acceptance, training and long-term system maintenance services. The project will also require the contractor to provide an organized, systematic transition process in order to maintain orderly revenue operations during the implementation. The project is still currently in the design phase, which is in the process of being completed. The Factory Acceptance Testing (FAT) is expected to be conducted in the next few months.

#### 2.3 VIOLATION ENFORCEMENT SYSTEM (VES)

Currently the VES systems consists of multiple servers; HP hardware on windows based servers, with storage on a Linux based operating system (OS). Note: This is true for the current system. The new image review software and optical character recognition (OCR) engine will utilize HP server-class computers running Microsoft Windows Server operating system.

#### 2.4 LOCAL AREA NETWORK (LAN) SYSTEMS

Then LAN is an active directory network with windows servers and workstations. The LAN provides all office automation security, file serving & back up, Office 2013, word processing and spreadsheet applications and intranet Web serving. Specialized applications include Eden Systems for financial services and payroll, Microsoft Outlook for internet e-mail and multiple in house applications.

#### 2.5 TELEPHONE (VOICE) SYSTEMS

CFX's VOICE systems are based on redundant Avaya Application Enablement. Services (AES) systems. These systems provide dial tone to a mix of digital (CFX Headquarters (HQ) only), analog and IP extensions at HQ and the CFX Service Centers. The telephone system also includes an advanced call center with automated call distribution software capabilities.

The CFX HQ is located at 4974 ORL Tower Road, Orlando, FL.32807. CFX has two (2) service centers; 762 S. Goldenrod Rd., Orlando, FL 32822 and 8919 W. Colonial Dr., Ocoee, FL 34761

The Service Centers are connected to the Headquarters Private Branch Exchange (PBX) via Voice over IP (VoIP) trunks that feed pre-existing channel banks and analog extensions. The toll plazas each have an Avaya Partner AES system that receives dial tone from Headquarters (over the WAN) and from local telecom lines.

The Headquarters PBX is augmented with Avaya AES for distribution of long distance charges. In addition, additional telephony applications are used to handle all E-PASS customer calls and provide a telephone-based access to account information.

#### 2.6 SECURITY SYSTEM

The Lenel Security System is used for access to all CFX's facilities with alarm for monitoring at the plazas.

#### 2.7 OTHER SERVERS

There are several other servers some with interfaces to the various "main" systems. These include but are not limited to the Statement Server, Web servers, Training System, and several development and test systems.

#### 3.0 WORK DISTRIBUTION

#### 3.1. MULTIPLE AWARD

If deemed in the best interest of CFX, CFX may, at its sole discretion, award the work performed herein to more than one prime Consultant. If two (2) or more prime Consultants are performing the work performed herein, CFX will assign the work at its sole discretion when and to whom CFX deems appropriate based on the current needs of CFX and the Consultants certifications, experience, past performance, and availability.

#### 3.2 TASK WORK ORDER ASSIGNMENT

The work described herein will be assigned by task work order to the Consultant. Work performed by the Consultant prior to issuance of a task work order may not be compensated

by CFX. The work described herein will be assigned at CFX's sole discretion, no minimum guarantees are expressed or implied to the amount of task to be assigned to the Consultant.

#### 3.2.1 REPORTS

#### A. STATUS REPORTS

Consultant shall provide, on a weekly basis, a written status report for each task work order. This report will contain status on all projects being worked on and will include the total time, broken out by individual assigned, used for each project for the week.

#### B. TIMESHEETS

Consultant shall provide weekly timesheets as required along with a monthly summary of all hours worked on CFX projects by project and Consultant.

#### 3.3 CONSULTANT AVAILABILITY AND RESPONSE

Consultant shall provide required services Monday through Friday, excluding CFX holidays, between the hours of 7:30 AM and 5:30 PM, Eastern Standard Time. Some functions will be time sensitive which will protect system uptime or revenue stream. Consultant personnel shall be available for telephone consultation and on-site visits for emergency situations on time sensitive functions on a 24-hour a day, 7-day a week, 52-week a year basis. Consultant response time for emergency situations, i.e., the time taken to respond by telephone or to a site after notification, will be 2 hours regardless of the day or time of the notification. Consultant shall make available the appropriate employee with the appropriate skill set to respond to the request for assistance.

#### 4.0 MINIMUM KNOWLEDGE, EXPERIENCE, CERTIFICATION STANDARDS

Individuals performing task under this scope of services must have the knowledge, experience, and certifications necessary to perform task. Experience is preferred with ORACLE/SQL Database Management Systems operating on multiple node openVMS platforms, Local Area Network (LAN) systems on server based operating system (OS), workstations, Firewalls, Cisco Routers, Web Servers, Interactive Voice Response (IVR), Voice systems on Avaya-based switch and key systems, Wide Area Network (WAN) communications, and new communication protocols for transmission of images and full motion video. Experience in fiber optics on wide area networks is also required.

#### 4.1 INFORMATION TECHNOLOGY

#### 4.1.1 PREFERED CERTIFICATIONS

- A. International Information System Security Certification Consortium, Inc., (ISC)<sup>2</sup>®
  - 1. Certified Information System Security Professional (CISSP)®

#### B. MICROSOFT

- 1. Microsoft Certified Solutions Expert Server (MCSE)
- Microsoft Certified Solutions Associate (MCSA)
- Microsoft Certified Solutions Expert Database (MSCE)

#### C. CISCO

- 1. Cisco Certified Network Associate (CCNA)
- 2. Cisco Certified Network Professional (CCNP)

#### D. EXTREME

- 1. Extreme Certified Specialist (ECS)
- 2. Extreme Certified Expert (ECE)

#### E. ORACLE

1. Oracle Database 11g Administrator Certified Associate

#### 4.2 TOLL OPERATIONS

#### 4.2.1 PREFERED CERTIFICATIONS

- A. Project Management Institute
  - 1. Project Management Professional (PMP)®

#### 4.3 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

#### 4.3.1 FDOT PRE-QUALIFICATIONS

#### A. PREFERED

- Work 6.3.1 Intelligent Transportation Systems Analysis and Design
- 2. Work 6.3.2 Intelligent Transportation Systems Implementation
- Work 6.3.3 Intelligent Transportation Systems Traffic Engineering Systems Communications.
- 4. Work 6.3.4 Intelligent Transportation Systems Software Development

#### 4.4 MANAGEMENT INFORMATION SYSTEMS

#### 4.4.1 PREFERED CERTIFICATIONS

- A. Project Management Institute
  - 1. Project Management Professional (PMP)®
- B. GIS Certification Institute
  - Geographic Information Systems Professional (GISP)®

#### 4.5 PHYSICAL SECURITY / SAFETY

#### 4.5.1 PREFERED CERTIFICATIONS

- A. ASIS International
  - 1. Certified Protection Professional\*
  - 2. Physical Security Professional\*

\*- CFX will accept an equivalent American National Standards Institute (ANSI) accreditation for physical security.

#### 5.0 CONSULTANT SERVICES

The Consultant may provide qualified professional, technical and support personnel to perform the work and provide the technical expertise and resources required by CFX to support the application, use and maintenance of CFX automation and communication systems. These systems include computerized toll operations and database management systems, local area network systems, telephone systems, wide area network and fiber optic network systems as described, and except as noted, in this Scope of Services. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein.

Consultant services are generally divided into five major support categories: Information Technology, Toll Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety.

As used in the context of this Scope of Services, support shall be defined to include advising, managing, informing, suggesting, evaluating, reviewing, training, recommending and planning the entire range of activities associated with each category.

To protect the CFX's investment in its communication and automation tools, the GSC shall provide and maintain a depth of experience in all these applied areas and provide input to assist CFX management in judging the direction of the industry's technical development. The GSC, with the assistance of CFX staff, shall endeavor to keep CFX resources current and not allow them to digress into a bypassed technology that may lead to obsolescence.

#### 5.1 INFORMATION TECHNOLOGY

#### 5.1.1 PROJECT MANAGEMENT

The Consultant may:

- Plan, procure and deploy new IT system components both hardware and software.
- B. Recommend IT procedures and processes.
- Provide cost benefit analysis and recommendations of future IT investments for CFX.
- Provide analysis of business workflows and efficiency studies of IT related services.
- E. Provide leading edge support of existing systems.
- F. Identify innovations and automation opportunities.
- G. Monitor system growth including analysis of transaction volume increases.

#### 5.1.2 DISASTER RECOVERY REVIEW

The Consultant may:

- A. Provide review of requirements and regulations.
- B. Provide review of recovery strategies and scenarios.
- C. Support of disaster recovery location.
- D. Provide business continuity planning.

#### 5.1.3 MOBILE PHONE SOFTWARE APPLICATION DEVELOPMENT

The Consultant may develop a phone friendly website within the following framework. CFX reserves the right to modify this framework.

- A. iOS application built in Swift 2.0 or greater.
- B. Native android application build with the latest Android SDK.
- C. All code must be compliant with PCI DSS

#### 5.1.4 NETWORKING SERVICES

The Consultant may include provide support in the following for Layer 2 and Layer 3:

- A. Diagnostics
- B. Expansion
- C. Deployment
- D. Troubleshooting

### 5.1.5 PROCESSES, INFORMATION EXCHANGE AND OPERATING SYSTEM

- A. The Consultant services may include, but are not limited to, providing support and solutions to the following:
  - 1. Unix System Administration
  - Microsoft products including, but not limited to, Microsoft Exchange 2010.
- B. The Consultant services may conduct analysis of interfaces among ETTM, LAN and Web servers and provide viable solutions.

#### 5.1.6 IT SECURITY

The Consultant services may include, but are not limited to, providing support and solutions to the following:

- A. Implementation of point to point encryption.
- B. Payment Card Industry (PCI) compliance.
- C. Auditing processes
- D. Log confirmation services

#### 5.1.7 SOFTWARE DEVELOPMENT

The Consultant services may include, but are not limited to, providing software development services in the following programming languages:

- A. Microsoft Visual Studio
- B. NET
- C. C#
- D. N-Tier Architecture
- E. MVC
- F. WCF
- G. SQL
- H. HTML
- I. CSS
- J. PHP
- K. Javascript
- L. Mobile Programming
- M. DotNetNuke

#### 5.1.8 DATABASE ADMINISTRATION

- A. The Consultant services may include, but are not limited to, providing database administration support in the following areas:
  - 1. Microsoft SQL
  - 2. Oracle database
  - 3. Open VMS
- B. The Consultant may develop and support dashboards, to include but not limited to, dashboards for CFX executive management.

#### 5.1.9 STORAGE SUPPORT

The Consultant services may include, but are not limited to, providing storage support for the following:

- A. SAN
- B. Fibre Channel
- C. iSCSI NTC-2

#### 5.1.10 GENERAL TELECOMMUNICATIONS SUPPORT

The Consultant services may include, but are not limited to, providing support and solutions for the following:

- A. Review of call center performance
- B. On-going support of IVR and VPN
- C. Avaya Telephony Products

#### 5.1.11 INFORMATION STRATEGY PLANNING

The Consultant services may include, but are not limited to, providing the following:

- A. Review policies and system trends for next 7 years
- B. System data backup and archive strategy
- C. Review of CFX's Five-Year Work Plan
- D. Determine CFX technology lifecycle planning

#### 5.2 TOLL OPERATIONS

Consultant services for this category will generally involve work associated with current and leading edge support for the toll systems and call centers including, but not necessarily limited to the following:

#### 5.2.1 PROJECT MANAGEMENT

The Consultant may:

- A. Provide general knowledge of tolling systems and industry.
- B. Provide knowledge / expertise of back office systems, billing, invoicing, statements etc. as well as customer support in tolling.
- C. Provide knowledge of website development/support and current industry standards and practices.
- D. Provide systems design and analysis.
- E. Develop and monitor performance metrics.
- F. Provide cost benefit analysis.
- G. Conduct system audits from a technical and financial perspective.
- H. Develop business rules.
- I. Create technical requirements documents.
- J. Conduct special projects research and reporting.
- K. Test toll systems and provide accuracy reporting for independent analysis.
- L. Monitoring and reporting of performance metrics.
- M. Utilize project management software.
- N. Gather and document business rules.
- O. Assist with system documentation creation, review and updates.

### 5.2.2 TOLL SYSTEM SUPPORT ON NEW TOLL SYSTEM REPLACEMENT (TSR) PROJECT

The Consultant may:

- A. Provide independent analysis of new toll system replacement.
- B. Support management of CFX toll system replacement contractor.
- C. Support CFX Special Projects staff with technical expertise as well as schedule and budget analysis.
- D. Provide verification of contractor's scope and work product in the field for TSR.

- E. Monitor TSR performance metrics.
- F. Provide general support as needed for TSR.

### 5.2.3 OVERSEEING SUPPORT OF USER REQUESTED ENHANCEMENTS The Consultant may:

- A. Support the IT Steering Committee with cost analysis.
- B. Support project review and tracking process.
- C. Support project planning and selection process.
- D. Support project verification process.

### 5.2.4 TRIMS/TRAILS SOFTWARE MAINTENANCE The Consultant may oversee:

- A. Configuration management and problem tracking process
- B. Upgrade development and delivery process
- C. Planning for development environments
- D. Develop performance monitoring of software
- E. Software migration planning
- F. Analysis of data server development
- G. Software escrow verification

### 5.2.5 SYSTEM DATA BACKUP AND ARCHIVE PROCESS The Consultant may conduct a:

- A. Critical review of existing process
- B. Review and document policies and procedures

### 5.2.6 SERVER-BASED VES IMAGE PROCESSING The Consultant may:

- A. Review existing process
- B. Conduct process analysis time study of existing processing
- C. Conduct automatic UTC and Pay by Plate processing analysis.
- D. Conduct analysis of OCR/fingerprint technologies as it relates to VES

### 5.2.7 HARDWARE MAINTENANCE VERIFICATION The Consultant may:

- A. Conduct verification of accuracy & availability within acceptable limits
- B. Periodic review of MOMS reports for equipment issues

### 5.2.8 HARDWARE REVIEW OF TOLLING EQUIPMENT The Consultant may conduct analysis of obsolescence issues.

### 5.2.9 INTEGRATION OF BANK MONEY ROOM COUNT DATA The Consultant may:

- A. Conduct Analysis of requirements and planning.
- B. Review of functionality and recommended enhancements.

### 5.2.10 INTEROPERABILITY WITH OTHER TOLL AND EXTERNAL AGENCIES

The Consultant may provide analysis of requirements for multiple agency data collection, reporting and segregation with ETTM.

### 5.2.11 ALTERNATE APPLICATIONS FOR E-PASS PAYMENT TECHNOLOGY

The Consultant may provide support to ensure PCI compliance is maintained at all times.

#### 5.2.12 ANALYSIS OF SYSTEM GROWTH

The Consultant may:

- A. Conduct analysis of transaction volume increases.
- B. Conduct analysis of increased user demands.
- C. Conduct long range planning assistance for systems upgrades.

### 5.2.13 LEADING EDGE SUPPORT OF EXISTING AND FUTURE SYSTEMS The Consultant may provide support in the following areas:

- A. Innovations and automation opportunities
- B. New Toll Pricing Solutions
- C. Video Tolling itoll
- D. New tolling technology
- E. All Electronic Tolling
- F. Special Projects support
- G. Tolling with smart phones
- H. Tolling with connected, automated and autonomous vehicles

#### 5.3 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

#### 5.3.1 SERVICES

The "designer" is prohibited from reviewing its design and/or providing construction engineering and inspection (CEI) services for its design. Likewise, a consultant cannot be the "reviewer" of its own design or be considered for CEI services on a project for which the consultant was the reviewer. A conflict of interest will exist for any combination of these variables.

Consultant services for this category will generally involve work associated with support for ITS, including but not limited to:

- A. Traffic Monitoring Station (TMS) Wavetronix Smart Sensor HD126, Click! 201 and 202 units.
- B. Data Collection Sensor (DCS) Sirit Identity model 6204 and all incidental equipment including Yagi directional antenna
- C. Close Circuit Television (CCTV) Siqura HSD820H3-E CCTV and Cohu HD CCTV as well as Analog CCTV and Encoders
- D. Dynamic Message Boards (DMS) Daktronics 1, 2 and 3-line full matrix DMS, Skyline 3-line DMS (front access and walk in, amber and full color)
- E. System Auxiliaries Surge protections devices and their applicable uses with ITS equipment is required, tone wire system for locates of existing facilities, etc.
- F. Fiber Optic Network (FON) Industry trained in the installation, testing and troubleshooting of the fiber optic cable system and network system including Layer 2 (Ruggedcom) field switch knowledge and basic integration and configuration concepts. The network is supported with Layer 3 Extreme Networks switches. Support in configuration and set-up with Layer 2 and Layer 3 switches will be required.
- G. ITS Control Room Jupiter Video Wall display system with Crestron Control System
- H. OSPinsight® experience Ability to update OSP insight database and adding as built data as each construction project is complete
- I. Utilizing Maintenance Information Management System (MIMS) managing work orders, system uptime, health and performance will be required
- J. SunGuide experience Manage SunGuide and our data server travel time program with South West Research Institute (SwRI). Make updates in administrative editor. Troubleshoot and diagnose SunGuide issues through the status logger. Install SunGuide version updates and manage Footprint Tickets. Represent CFX in the SunGuide Software User's Group Meetings and on the Change Management Board. Support interoperability between SunGuide and the CFX travel time program.
- K. Understanding of statewide FDOT ITS architecture
- L. ITS project management Management of ITS design, integration and deployment projects. This includes but is not limited to ITS plan reviews and support with ITS procurement.
- M. Support ITS hardware and software deployment experience. Support with implementing Systems Engineering process. Systems manager approach will be utilized requiring bench testing, subsystem and system testing.
- N. Management and invoice review of CFX's ITS Maintenance Contractor (Kapsch), FON Maintenance Contractor (Precision Contracting Services, Inc.) and Maintenance and Support of Data Server Consultant (SwRI). Contractors identified in parenthesis are current providers but are subject to change.
- O. Support with advancing new ITS initiatives

P. Ability to advise CFX on future connected vehicle, automated vehicle and autonomous vehicle technology based on wireless communications, vehicle sensors and global positioning systems. Assist staff in developing future policy and guidelines for potential pilot testing and putting together a strategic plan.

#### 5.4 MANAGEMENT INFORMATION SYSTEMS

#### 5.4.1 SERVICES

Consultant services for this category will generally involve work associated with support for graphical information systems, including but not limited to:

- A. Developing management information systems based on GIS platforms, Esri, experience developing executive dashboards
- Ability to create databases to manage documentation and knowledge base transitions
- C. Business continuity planning
- D. Expertise in enterprise systems integration and data exchange among enterprise software systems such as GIS, asset and work order management, document management, finance and operations
- E. Complete software development life cycle experience in transportation and infrastructure industry including business processes and workflow analysis and optimization
- F. Knowledge of enterprise GIS data standards, geodatabase design and development, enterprise GIS applications (including mobile) design and development and enterprise GIS data management. Experience in enterprise data analytics and reporting including dashboards including display of key performance metrics.
- G. Experience developing management information systems based on GIS platforms, Esri, experience developing executive dashboards

#### 5.5 PHYSICAL SECURITY/SAFETY

#### 5.5.1 SERVICES

Consultant services for this category will generally involve work associated with support for graphical information systems, including but not limited to:

- A. Prepare and certify CCTV security plans for agency facilities including Headquarters and Toll plazas locations.
- B. Recommend and identify physical security risk to the agency and implement changes similar to equivalent government agencies.
- C. Support CFX with fire drill, Emergency evacuation planning and visitor management recommendations.
- D. Provide facility security personnel if desired.

#### 5.6 DOCUMENTATION AND TRAINING SUPPORT

The Consultant may provide documentation and training support on all GSC delivered systems and interfaces.

#### 5.7 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work. Staff provided shall be preapproved in advance to work on contract by CFX staff. Raises and adjustments to dedicated GSC staff must be preapproved by CFX before beginning work on the task work order.

#### 6.0 COMPENSATION

Compensation to the Consultant will be made in accordance with Exhibit "B", Method of Compensation.

## CONSENT AGENDA ITEM #23

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: **CFX Board Members** 

Aneth Williams FROM:

Director of Procurement

DATE: May 19, 2022

SUBJECT: Approval of Purchase Order to PC Solutions & Integration, Inc. for

Firewall, and Core and Network Switch Replacement

Board approval is requested to issue a purchase order to PC Solutions & Integration, Inc. in the amount of \$312,816.94 to upgrade CFX's network firewalls, and core and network switches. This will be a cooperative (piggyback) procurement based on State of Florida NASPO Contract #43220000- WSCA-19-ACS.

This purchase is to continue support for the network hardware and software and to deliver realtime traffic video and data.

This purchase is included in the Five-Year Work Plan.

Reviewed by: Bryan Homayouni, PE

Director of Intelligent Transportation Systems

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** 

Michael Carlisle, Director of Accounting and Finance FROM:

May 25, 2022 Mel all DATE:

RE: April 2022 Financial Reports

Attached please find the April 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 APRIL 30, 2022 AND YEAR-TO-DATE

		FY 22 MONTH ACTUAL	FY 22 MONTH BUDGET	Y	FY 22 EAR-TO-DATE ACTUAL	FY 22 YEAR-TO-DATE BUDGET		YEAR-TO-DATE		YEAR-TO-DATE		YEAR-TO-DATE		YEAR-TO-DATE		YEAR-TO-DATE		YEAR-TO-DATE		 FY 22 AR-TO-DATE VARIANCE	FY 22 YEAR-TO-DATE % VARIANCE	FY 21 - 22 YEAR-TO-DATE COMPARISON
REVENUES																						
TOLLS	\$	54,979,005	\$ 46,772,217	\$	509,206,441	\$	439,240,923	\$ 69,965,518	15.9%	25.8%												
FEES COLLECTED VIA UTN/UTC'S AND PBP'	S \$	770,225	687,195		5,060,234		4,621,993	438,240	9.5%	-12.7%												
TRANSPONDER SALES	\$	175,559	80,747		1,746,223		769,242	976,981	127.0%	72.3%												
OTHER OPERATING	\$	209,000	132,383		1,553,080		1,198,833	354,246	29.5%	56.5%												
INTEREST	\$	141,381	196,704		1,813,565		1,967,044	(153,479)	-7.8%	-78.2%												
MISCELLANEOUS	\$	63,511	63,454		667,622		634,542	33,080	5.2%	5.8%												
TOTAL REVENUES	\$	56,338,680	\$ 47,932,701	\$	520,047,164	\$	448,432,578	\$ 71,614,587	16.0%	23.3%												
O M & A EXPENSES																						
OPERATIONS	\$	7,212,573	\$ 7,175,812	\$	57,826,994	\$	58,003,855	\$ 176,861	0.3%	22.1%												
MAINTENANCE	\$	1,654,311	1,331,366		11,809,009		12,540,327	731,318	5.8%	-8.7%												
ADMINISTRATION	\$	625,280	738,434		6,938,335		7,547,869	609,534	8.1%	5.1%												
OTHER OPERATING	\$	110,766	222,583		1,357,709		1,725,061	367,352	21.3%	37.3%												
TOTAL O M & A EXPENSES	\$	9,602,930	\$ 9,468,196	\$	77,932,047	\$	79,817,113	\$ 1,885,065	2.4%	12.9%												
NET REVENUES BEFORE DEBT SERVICE	\$	46,735,750	\$ 38,464,505	\$	442,115,117	\$	368,615,465	\$ 73,499,652	19.9%	25.4%												
COMBINED NET DEBT SERVICE	\$	18,042,090	\$ 18,048,746	\$	180,464,455	\$	180,487,462	\$ 23,007	0.0%	-0.8%												
NET REVENUES AFTER DEBT SERVICE	\$	28,693,659	\$ 20,415,759	\$	261,650,662	\$	188,128,003	\$ 73,522,659	39.1%	53.3%												

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 APRIL 30, 2022 AND YEAR-TO-DATE

	FY 2022 ACTUAL			FY 2022 BUDGET		VARIANCE		FY 22 YEAR-TO-DATE % VARIANCE
Operations	\$	57,826,994		\$	58,003,855	\$	176,861	0.3%
Maintenance		11,809,009			12,540,327		731,318	5.8%
Administration		6,938,335			7,547,869		609,534	8.1%
Other Operating		1,357,709	,		1,725,061		367,352	21.3%
Total O M & A	\$	77,932,047		\$	79,817,113	\$	1,885,065	2.4%
Capital Expenditures								
Operations	\$	6,612		\$	41,667	\$	35,055	84.1%
Maintenance		1,247			101,000		99,753	98.8%
Administration					23,750		23,750	100.0%
Total Capital Expenditures	\$	7,859		\$	166,417	\$	158,558	95.3%



# Central Florida Expressway Authority Operations - Comparison of Actual to Budget For the Ten Months Ending April 30, 2022

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations Image Review	580,118 12,244,892	645,701 10,062,297	65,58 <b>4</b> (2,182,595)	10.16% -21.69%
Special Projects	133,889	219,309	85,421	38.95%
Information Technology	4,834,412	5,426,664	592,252	10.91%
E-PASS Service Center	22,018,322	19,758,272	(2,260,049)	-11.44%
Business Relations	117,382	134,523	17,142	12.74%
Public Outreach/Education	2,506,083	2,506,902	818	0.03%
Subtotal CFX	\$42,435,098	\$38,753,669	\$(3,681,429)	<u>-9.50%</u>
Plazas	15,398,508	19,291,853	3,893,345	20.18%
Subtotal Toll Facilities	\$15,398,508	\$19,291,853	\$3,893,345	20.18%
Total Operations Expenses	\$57,833,606	\$58,045,522	\$211,916	<u> </u>

Data Date: 5/25/2022 Print Date: 5/25/2022 Report Date / Time: 5/25/2022 / 12:14:51PM



# Central Florida Expressway Authority Maintenance - Comparison of Actual to Budget For the Ten Months Ending April 30, 2022

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	2,509,088	2,639,727	130,639	4.95%
Traffic Operations	3,108,792	3,584,843	476,050	13.28%
Routine Maintenance	6,192,376	6,416,758	224,382	3.50%
Total Maintenance Expenses	\$11,810,256	\$12,641,327	\$831,071	6.57%

Data Date: 5/25/2022 Print Date: 5/25/2022 Report Date / Time: 5/25/2022 / 9:04:31AM



# Central Florida Expressway Authority Administration - Actual to Budget by Cost Center For the Ten Months Ending April 30, 2022

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	542,006	571,602	29,596	5.18%
Security Guards	14,347	44,555	30,208	67.80%
Administrative Services	1,806,108	1,929,311	123,203	6.39%
Communications	467,740	720,253	252,513	35.06%
Human Resources	270,642	274,980	4,338	1.58%
Supplier Diversity	228,815	261,568	32,753	12.52%
Records Management	297,562	330,204	32,641	9.89%
Construction Administration	53,303	61,493	8,190	13.32%
Risk Management	420,350	395,894	(24,456)	-6.18%
Procurement	516,766	552,899	36,133	6.54%
Legal	551,256	584,557	33,301	5.70%
Internal Audit	300,254	320,000	19,746	6.17%
525 Magnolia	45,087	41,402	(3,685)	-8.90%
Engineering	64,126	69,500	5,375	7.73%
Accounting	1,359,975	1,413,401	53,427	3.78%
Grand Total Expenses	\$6,938,335	\$7,571,619	\$633,284	<u>8.36%</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 APRIL 30, 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	\$ 509,206,441	\$ 439,240,923	\$ 69,965,518	\$ 404,930,151	\$ 342,700,000	\$ 62,230,151	\$ 7,735,366
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	5,060,234	4,621,993	438,240	5,796,953	6,324,800	(527,847)	966,087
TRANSPONDER SALES	1,746,223	769,242	976,981	1,013,282	758,250	255,032	721,949
OTHER OPERATING	1,553,080	1,198,833	354,246	992,171	1,419,935	(427,764)	782,010
INTEREST	1,813,565	1,967,044	(153,479)	8,311,395	5,055,188	3,256,207	(3,409,686)
MISCELLANEOUS	667,622	634,542	33,080	631,257	619,293	11,964	21,116
TOTAL REVENUES	\$ 520,047,164	\$ 448,432,578	\$ 71,614,587	\$ 421,675,209	\$ 356,877,466	\$ 64,797,743	\$ 6,816,843
O M & A EXPENSES							
OPERATIONS	\$ 57,826,994	\$ 58,003,855	\$ 176,861	\$ 47,345,157	\$ 49,093,915	\$ 1,748,758	\$ (1,571,897)
MAINTENANCE	11,809,009	12,540,327	731,318	12,939,739	13,360,345	420,606	310,712
ADMINISTRATION	6,938,335	7,547,869	609,534	6,600,753	7,090,152	489,399	120,135
OTHER OPERATING	1,357,709	1,725,061	367,352	2,164,249	2,056,350	(107,899)	475,251
TOTAL O M & A EXPENSES	\$ 77,932,047	\$ 79,817,113	\$ 1,885,065	\$ 69,049,898	\$ 71,600,762	\$ 2,550,864	\$ (665,799)
NET REVENUES BEFORE DEBT SERVICE	\$ 442,115,117	\$ 368,615,465	\$ 73,499,652	\$ 352,625,311	\$ 285,276,704	\$ 67,348,607	\$ 6,151,045
COMBINED NET DEBT SERVICE	\$ 180,464,455	\$ 180,487,462	\$ 23,007	\$ 181,991,091	\$ 182,580,512	\$ (589,421)	\$ 612,428
NET REVENUES AFTER DEBT SERVICE	\$ 261,650,662	\$ 188,128,003	\$ 73,522,659	\$ 170,634,220	\$ 102,696,192	\$ 67,938,028	\$ 5,584,630

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR COMPARISON FOR THE MONTH ENDING APRIL 30, 2022 AND YEAR-TO-DATE

		FY 22 MONTH ACTUAL	 FY 21 MONTH ACTUAL	FY 21 - 22 SAME MONTH COMPARISON		FY 22 YEAR-TO-DATE ACTUAL		YEAR-TO-DATE YEAR-TO-D		YE	FY 21 - 22 YEAR-TO-DATE COMPARISON	
REVENUES												
TOLLS	\$	54,979,005	\$ 47,310,941	\$	7,668,065	\$	509,206,441	\$	404,930,151	\$	104,276,289	
FEES COLLECTED VIA UTN/UTC'S AND PBP'S		770,225	771,652		(1,427)		5,060,234		5,796,953		(736,719)	
TRANSPONDER SALES		175,559	209,132		(33,573)		1,746,223		1,013,282		732,941	
OTHER OPERATING		209,000	142,181		66,819		1,553,080		992,171		560,909	
INTEREST		141,381	363,499		(222,118)		1,813,565		8,311,395		(6,497,830)	
MISCELLANEOUS	_	63,511	 63,240		271		667,622		631,257		36,365	
TOTAL REVENUES	\$	56,338,680	\$ 48,860,645	\$	7,478,035	\$	520,047,164	\$	421,675,209	\$	98,371,955	
OM&AEXPENSES												
OPERATIONS	\$	7,212,573	\$ 6,749,250	\$	463,323	\$	57,826,994	\$	47,345,157	\$	10,481,837	
MAINTENANCE		1,654,311	1,752,435		(98,124)		11,809,009		12,939,739		(1,130,730)	
ADMINISTRATION		625,280	599,064		26,216		6,938,335		6,600,753		337,582	
OTHER OPERATING		110,766	 275,503		(164,737)	_	1,357,709		2,164,249		(806,540)	
TOTAL O M & A EXPENSES	\$	9,602,930	\$ 9,376,252	\$	226,678	\$	77,932,047	\$	69,049,898	\$	8,882,149	
NET REVENUES BEFORE DEBT SERVICE	\$	46,735,750	\$ 39,484,393	\$	7,251,357	\$	442,115,117	\$	352,625,311	\$	89,489,806	
COMBINED NET DEBT SERVICE	\$	18,042,090	\$ 17,744,590	\$	297,500	\$	180,464,455	\$	181,991,091	\$	(1,526,636)	
NET REVENUES AFTER DEBT SERVICE	\$	28,693,659	\$ 21,739,803	\$	6,953,857	\$	261,650,662	\$	170,634,220	\$	91,016,442	

# E.3.

**Executive Director's Report** 

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

### Executive Director Report June 2022

#### COMMUNITY RECOGNITION

#### Hispanic Chamber of Commerce of Metro Orlando

The Hispanic Chamber of Commerce of Metro Orlando selected the Central Florida Expressway Authority as the 2022 Corporate Procurement Group of the Year Award Recipient (better known as the HCCMO Supplier Diversity Traveling Cup) for exceeding the spending with diverse suppliers, providing different diversity programs, and positively impacting the local community. Congratulations to Iranetta Dennis, CFX Supplier Diversity Director for receiving this prestigious honor!

The award was presented at the Hispanic Chamber of Commerce Metro Orlando Business Conference on Thursday June 2, 2022.

#### **COMMUNITY PARTNERSHIPS**

#### Florida Department of Transportation (FDOT)

The CFX team met with the new District 5 FDOT Secretary, John Tyler last week in Deland to discuss projects in the region and future coordination plans for the Maitland Expressway Extension and the Poinciana Parkway Extension projects. Regular meetings with the FDOT District 5 team will be scheduled to organize and streamline efforts for these projects.

#### Orlando Business Journal Roundtable

On June 16 I will be participating in an OBJ closed roundtable discussion on the future of the hybrid workplace. The discussion will focus on the successes, challenges and key ideas on handling workplace issues.

#### Floridians For Better Transportation Annual Meeting

I look forward to providing a presentation on CFX innovation at the Floridians for Better Transportation Annual Meeting on July 8. The presentation will discuss the evolution of Visitor Toll Pass, Reload and charging vehicles in motion.

#### **SAFETY**

#### Florida Highway Patrol

The Florida Highway Patrol is considering an opportunity to partner with CFX to pilot a program that will allow Road Rangers to help document and clear routine crashes along CFX expressways. The pilot project will have an FHP desk officer on hand to work crashes remotely in partnership with CFX Road Rangers. This would clear crashes sooner resulting in less secondary crashes and a safer expressway. We hope to have the pilot project in place by 2023.

#### DASHBOARD

#### **Customer Service Call Center**

Recruiting and staff retention continue to be the main challenges facing our contact center. Although our service levels were below target for April, by the end of May a strong recruiting and training cycle restored stability. We expect to report positive results for May at our next meeting.

#### MEETINGS AND PRESENTATIONS

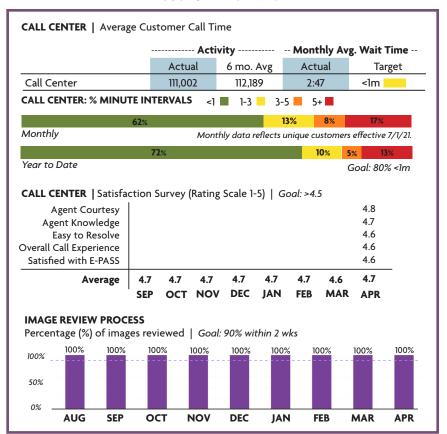
May 13	TEAMFL Board
May 13	National Association of Women Business Owners
-	Take Flight Business Conference
May 17	I-4 Ultimate Public Information Coordination
May 18	2022 FAV Summit Planning Committee
May 18	East Central Florida Regional Planning Council
May 20	I-4 Ultimate Agency Coordination
May 31	I-4 Ultimate Public Information Coordination
June 2	Hispanic Business Conference
June 3	ASPIRE Executive Advisory Board
June 3	MetroPlan Orlando Board
June 7	SR 414 Expressway Extension - Lockhart community
June 7	ASPIRE Policy Committee



#### PERFORMANCE DASHBOARD **APRIL 2022**

Fiscal year runs from July 1 - June 30

#### **CUSTOMER SERVICE**

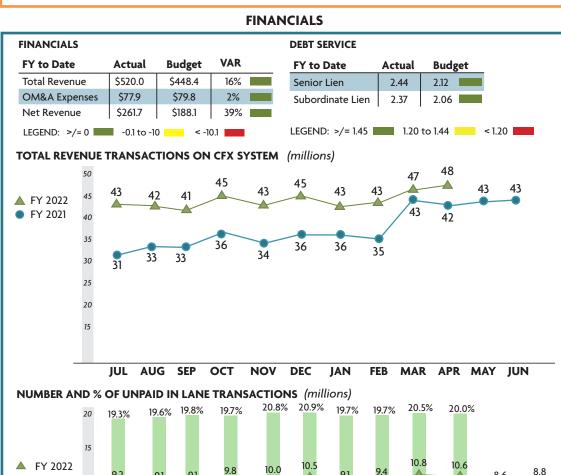


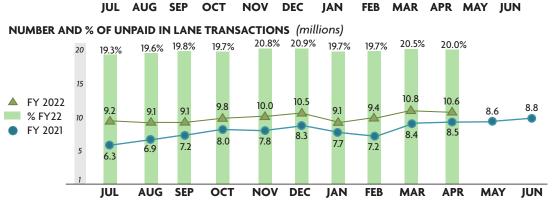
#### **RELOAD CUSTOMER SERVICE LANE ACTIVITY**



#### PROGRESS OF MAJOR CONSTRUCTION PROJECTS

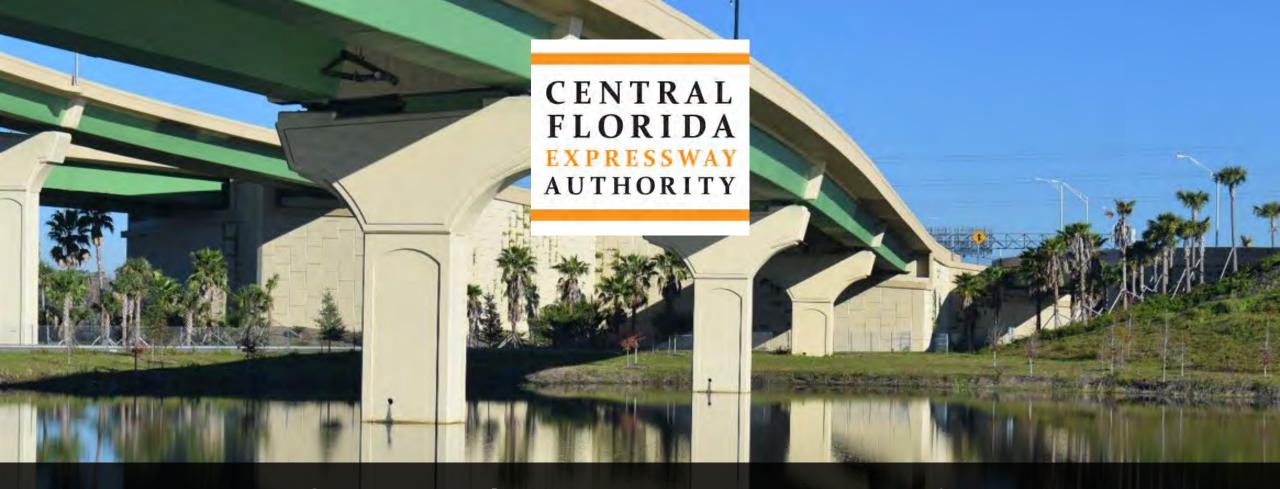
	Contract (millions)	Spent (millions)	% Time	% Spent	VAR	Contract Completion Date
SR 528 / SR 436 Interchange Improvements	\$107.9	\$105.1	69%	97%		Feb. 2023
SR 538 Widening, Ronald Reagan Pkwy to Cypress Pkwy	\$94.4	\$65.4	51%	69%		Aug. 2023
SR 417 Widening, International Dr. to John Young Pwky	\$81.8	\$36.5	51%	45%		Aug. 2023
SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$117.4	\$42.7	44%	36%		Nov. 2023
SR 417 Widening, Landstar to Boggy Creek Rd.	\$77.9	\$25.9	33%	33%		Dec. 2023
SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$61.8	\$8.0	18%	13%		Dec. 2023
SR 417 Widening, Narcoossee Rd. to SR 528	\$92.3	\$19.6	29%	21%		Feb. 2024
SR 429 Widening, FTE to West Rd.	\$178.0	\$8.7	11%	5%		Feb. 2025
SR 429 Widening, West Rd. to SR 414	\$127.2	\$2.0	3%	2%		Dec. 2024
LEGEND: % Time - % Spent ≤ 10 11-20 ≥	21	·				





# **F.**Regular Agenda Items

# F. 1.



# State Road 414 Expressway Extension Project Development and Environment (PD&E) Study

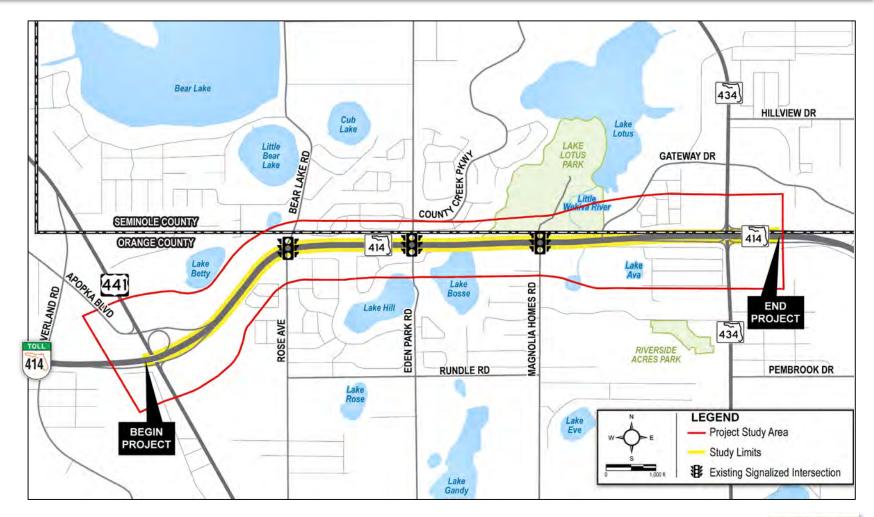
Dana Chester, PE, Director of Engineering Sunserea Gates, PE, VHB

— June 9, 2022 —

# **Project Location Map**

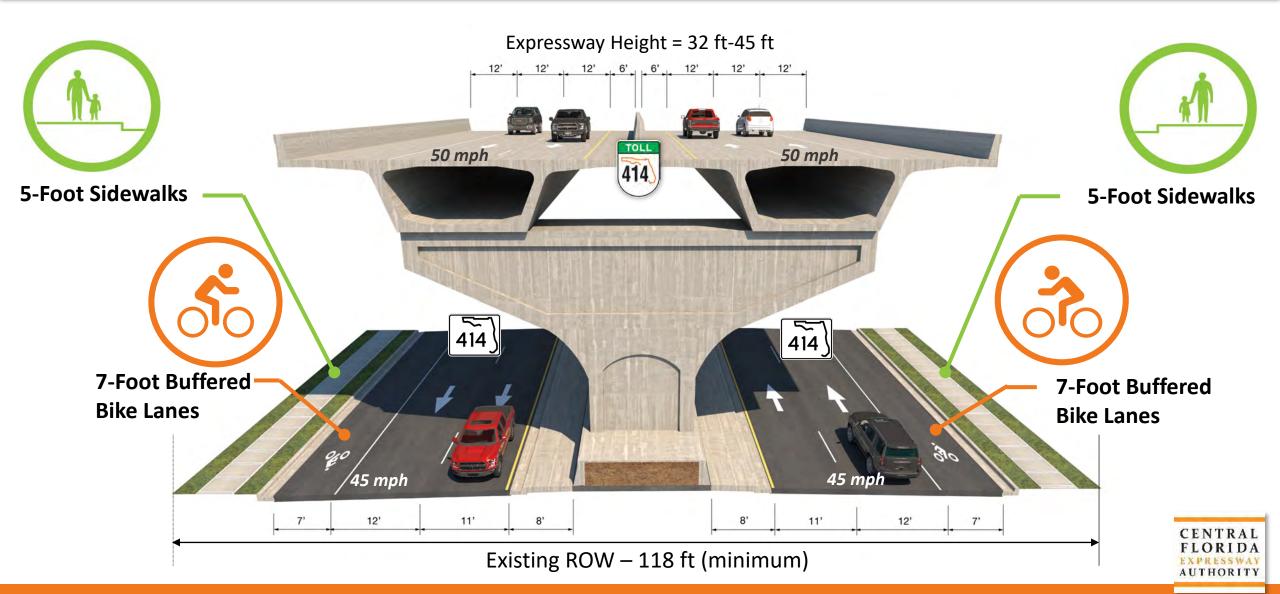
### **Study Corridor**

- From US 441 to SR 434
- 4-lane divided arterial
- Approximately 2.8 miles
- 3 existing signalized intersections
- 1 existing unsignalized intersection

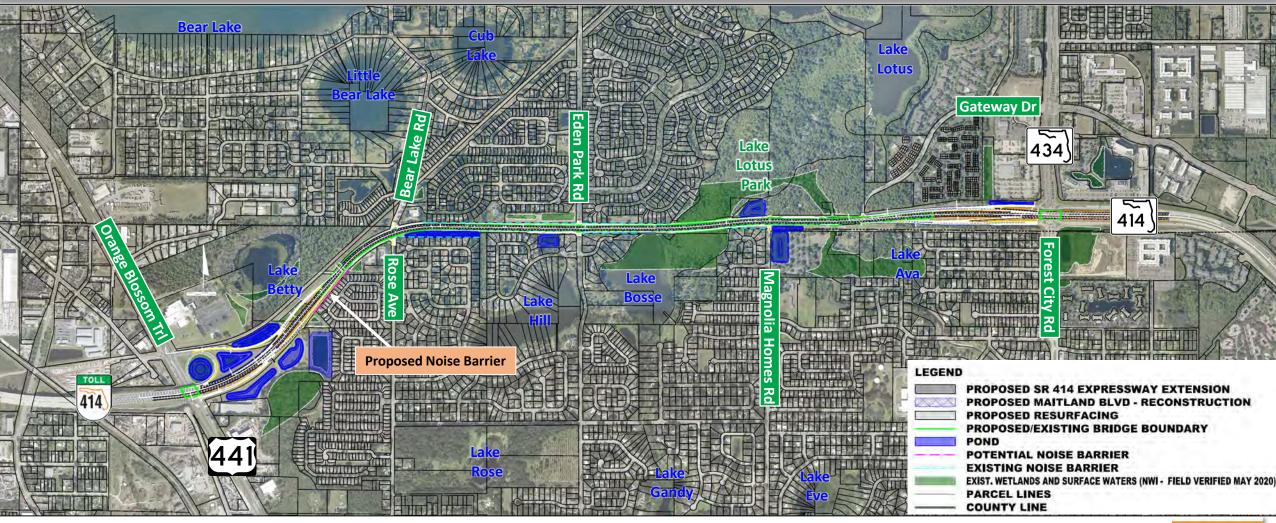




# **Preferred Alternative - Typical Section**



### **Preferred Alternative**





## **Preferred Alternative**





## **Public Involvement Summary**

#### **2 PUBLIC MEETINGS**

- Alternatives Public Workshop February 10, 2021
- Public Hearing March 31, 2022

#### 2 ENVIRONMENTAL & PROJECT ADVISORY GROUP MEETINGS

December 8, 2020, August 31, 2021

#### **3 CFX ENVIRONMENTAL STEWARDSHIP COMMITTEE MEETINGS**

October 10, 2020, June 17, 2021, August 19, 2021

#### 1 SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

March 22, 2022

#### 5 METROPLAN ORLANDO MEETINGS

December 9, 2020, February 4, 2021, February 23, 2022,
 February 25, 2022, March 3, 2022





# Public Hearing – March 31, 2022

- Total Number of Attendees: 158
- Total Comments Received: 83
  - Congestion Relief
  - Noise Abatement
  - Proximity
  - Bike Lanes on Maitland Avenue





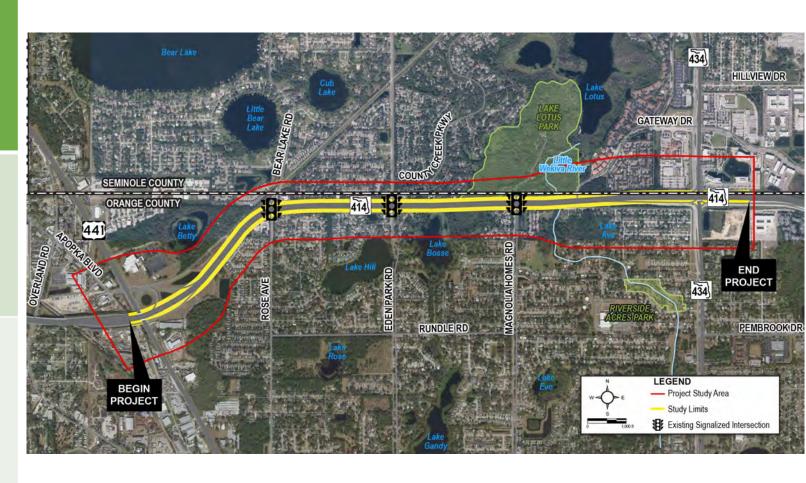
### **Preferred Alternative Evaluation Matrix**

	Evaluation Factors	No-Build Alternative	Preferred Alternative
PURPOSE AND NEED	Addresses Future Traffic Demand	No	Yes
SOCIAL	Residential Parcels Affected	0 parcels	0 parcels
SOCIAL	Non-Residential Parcels Affected	0 parcels	0 parcels
CULTURAL	Potential Effects to Historic/Archaeological Resources	None	None
	Potential Jurisdictional Wetland Impacts (Acres)	0	1 acre
NATURAL	Potential Jurisdictional Surface Water Impacts (Acres)	0	<0.5 acre
NATURAL	Floodplain Impacts (Acres)	0	<0.5 acre
	Potential Impacts to Federally/State Protected Species	No Adverse Effect	No Adverse Effect
	Impacted Noise Sensitive Sites (residences and trails)	60	47
PHYSICAL	Potential Medium Risk Contamination Sites impacted	3	4
	Utilities relocated (No. of utility owners affected)	5	5
	TOTAL PROJECT COSTS (2021)	Not programmed	\$365 Million



# Viability of Preferred Alternative

**Estimated** \$365 Million **Project Cost** Projected \$238 Million Toll Revenue Viability 65% Percentage

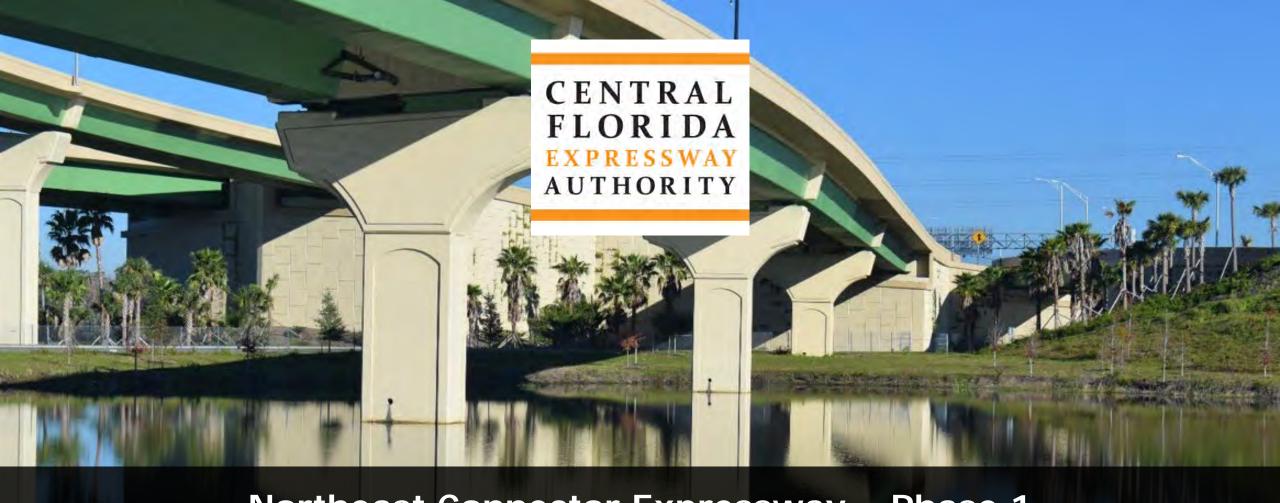




### **Recommended Motion**

Approval of the SR 414 Expressway Extension PD&E Study and the Adoption of the Preferred Alternative as Presented.

# F. 2.

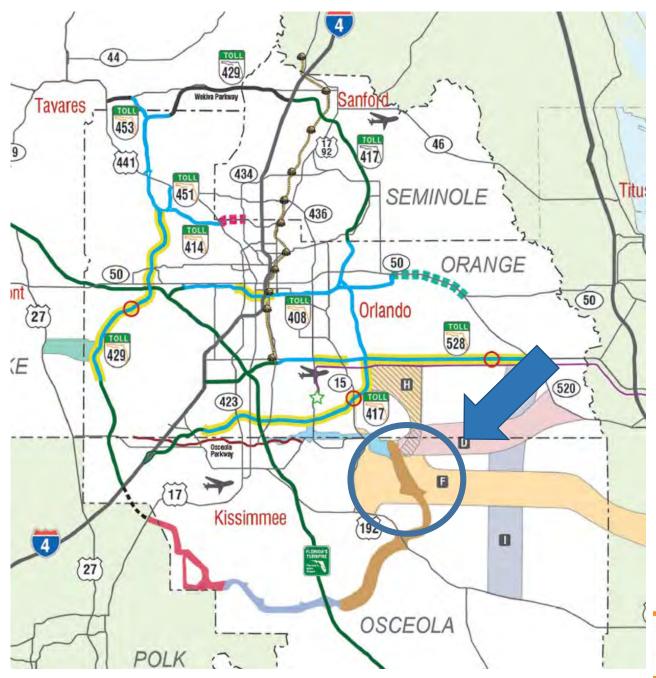


Northeast Connector Expressway – Phase 1
Project Development and Environment (PD&E) Study

Dana Chester, PE, Director of Engineering Dan Kristoff, PE, RS&H

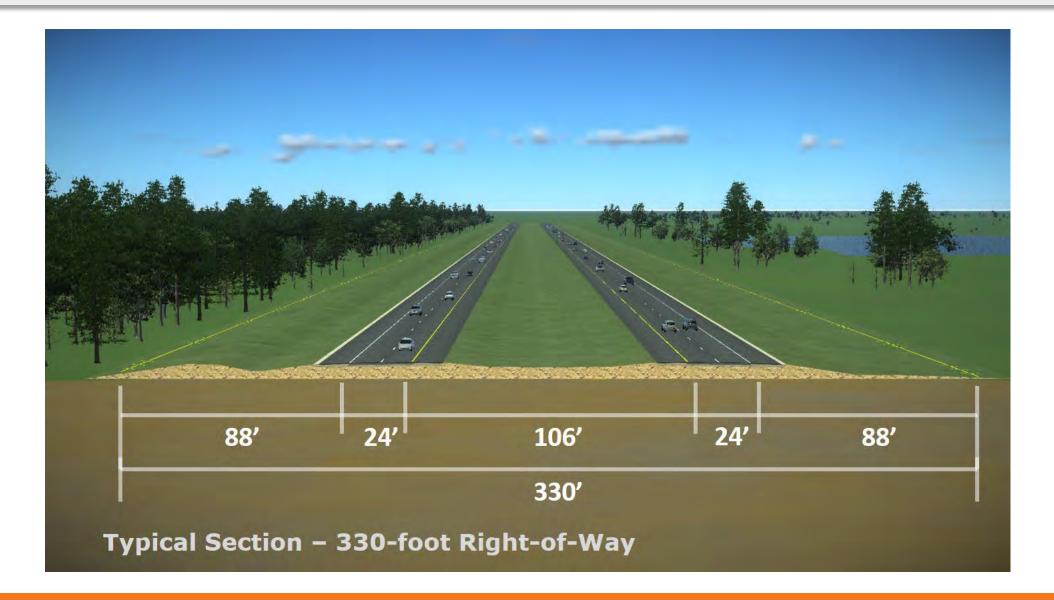
— June 9, 2022 —

# Project Location





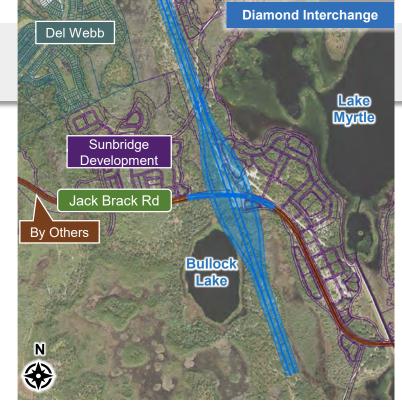
# **Proposed Typical Section**





### **Alternatives**

- Built upon Concept,
   Feasibility, and Mobility
   Study Alternatives
- Jack Brack Road Segment
  - Diamond Interchange
  - Partial Cloverleaf Interchange
- Nova Road Segment
  - o Option 1
  - o Option 2



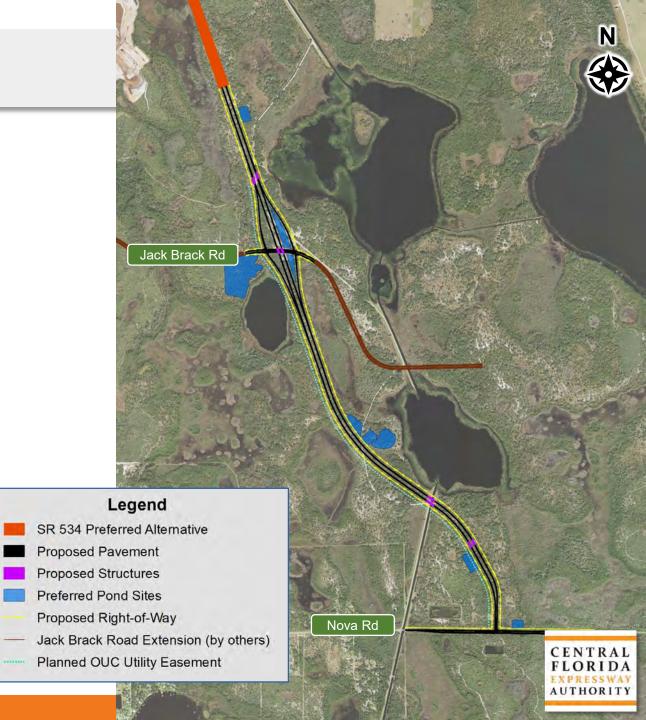






### **Preferred Alternative**

- Tighter Diamond Interchange combined with Nova Road Option 2
  - Better accommodates OUC transmission line
  - Minimizes impacts to wetlands, surface waters, and floodplains
  - Preferred by stakeholders
  - Consistent with Northeast District
     Conceptual Master Plan



### **Public Involvement Summary**

#### **2 PUBLIC MEETINGS**

- Public Information Workshop March 21, 2021
- Public Hearing November 18, 2021

## 2 ENVIRONMENTAL AND PROJECT ADVISORY GROUP MEETINGS

- December 15, 2020
- September 30, 2021

# 4 ENVIRONMENTAL STEWARDSHIP COMMITTEE MEETINGS

- August 20, 2020
- February 18, 2021
- June 17, 2021
- August 19, 2021





### Viability of Preferred Alternative

	Preferred Alternative (including SR 534 segment)		
Estimated Project Cost	\$264 Million		
Projected Toll Revenue	\$287 Million		
Viability Percentage	108%		





### **Recommended Motion**

Approval of the Northeast Connector Expressway - Phase 1 PD&E Study and the Adoption of the Preferred Alternative as Presented.



# F. 3.



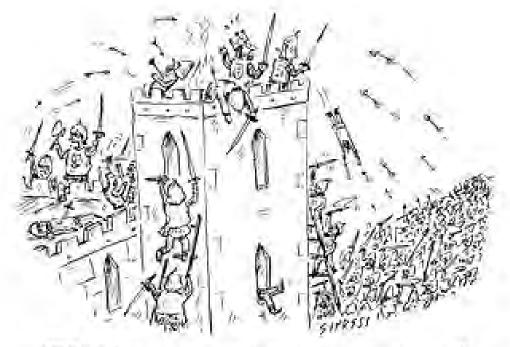
### FY20-23 Strategic Plan - Performance Update

Michelle Maikisch, Chief of Staff/Public Affairs Officer

— June 9, 2022 —



Why a Strategic Plan?



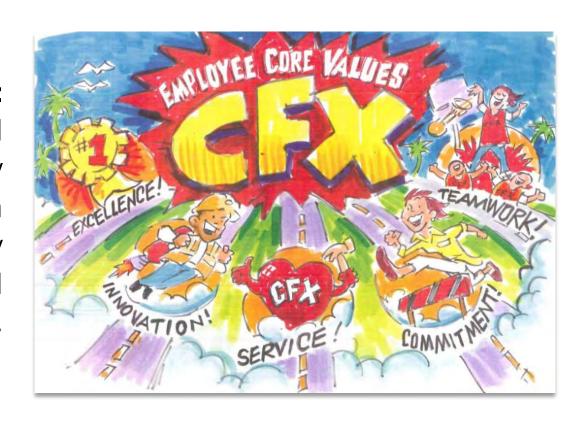
"What do you mean, 'we never got around to developing a strategic plan'?"



# Vision, mission and values are the roadmap to drive strategic growth

#### **VISION:**

To build, operate and maintain a mobility network through accountability, fiscally sound practices and with a community focus.



#### **MISSION:**

To provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.



### **The Strategic Planning Process**

DNA, Purpose & Aspirations

Vision

Mission

Core Values

Assess & Set Priorities

- Survey & Data to Inform Decisions
- Master Plan & Five-Year Work Plan

**Strategic Plan** 

- Goals, Priorities & Strategies
- Tactics & Performance Metrics
- Implement, Evaluate & Monitor



# Vision, Mission & Core Values guides Strategic Plan priorities and goals

Priority	Customer-Driven Operation	World-Class Mobility Network	Financially Sound & Vibrant	Community & Social Responsibility	Deliver on Core Values
Goal	Service Excellence	Innovative solutions to support commerce and quality of life	Recognized for efficiency, excellence and model for compliance	Respected leader and partner in region	Highly qualified, energized and engaged team



Priority	Customer-Driven Operation	World-Class Mobility Network	Financially Sound & Vibrant	Community & Social Responsibility	Deliver on Core Values
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**Goal:** Strengthen the CFX brand



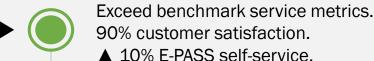




4.7 out of 5 stars
Customer Service Rating

▲ 50%: Self-service open E-PASS accounts

▲ 12%: Customer self-service ratio



\_\_\_\_\_

▲ 30% new customer accounts.

▲ 20% new business accounts.

Pilot new offerings.

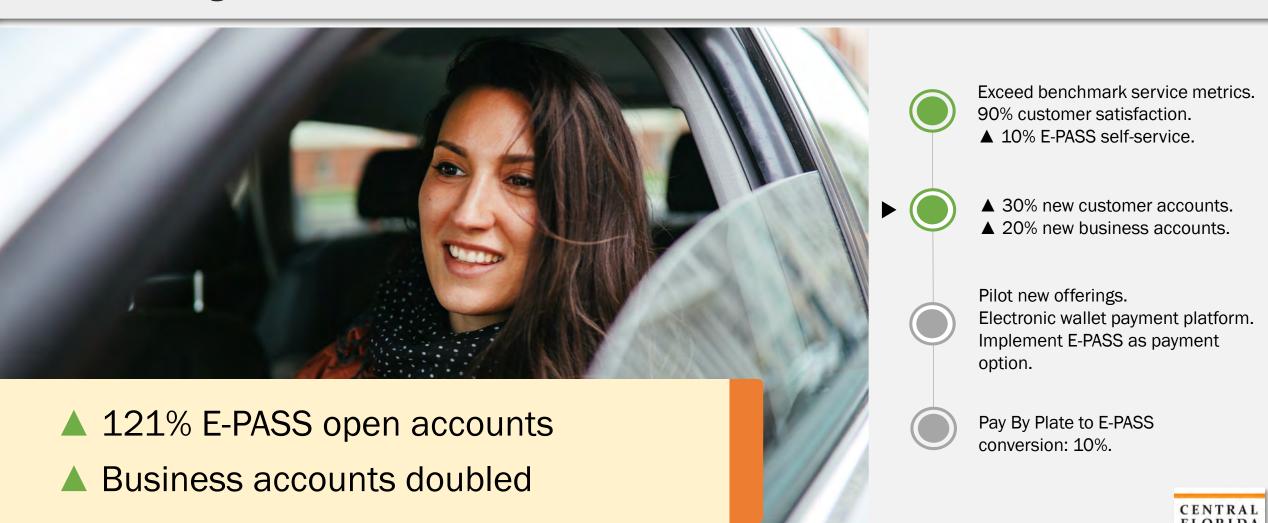
Electronic wallet payment platform.

Implement E-PASS as payment option.

Pay By Plate to E-PASS conversion: 10%.



**Goal:** Strengthen the CFX brand



**Goal:** Strengthen the CFX brand

#### **PRODUCTS**





















Exceed benchmark service metrics. 90% customer satisfaction.

▲ 10% E-PASS self-service.



▲ 30% new customer accounts.

▲ 20% new business accounts.



Pilot new offerings.

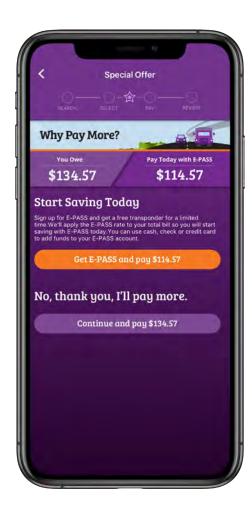
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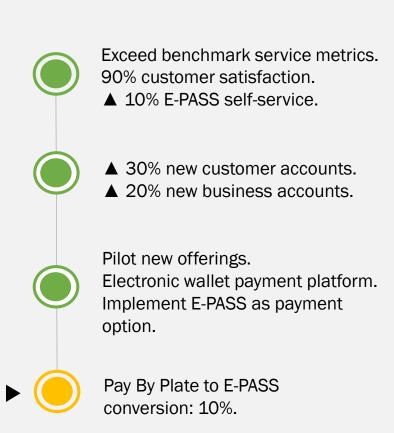
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**Goal:** Strengthen the CFX brand



Pay By Plate to E-PASS conversion ~6%



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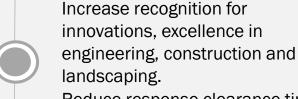
### **Priority:** Deliver a World-Class Mobility Network

Goal: Integrated Solutions to Support Commerce and Quality of Life

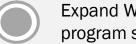


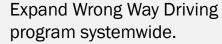


Pilot multimodal projects. Pilot sustainability projects. Participate in connected vehicle pilots.



Reduce response clearance times. Implement innovative safety initiative.







### **Priority:** Deliver a World-Class Mobility Network

Goal: Integrated Solutions to Support Commerce and Quality of Life



Pilot multimodal projects. Pilot sustainability projects. Participate in connected vehicle

Increase recognition for innovations, excellence in engineering, construction and

Reduce response clearance times. Implement innovative safety

**Expand Wrong Way Driving** program systemwide.



### **Priority:** Deliver a World-Class Mobility Network

Goal: Integrated Solutions to Support Commerce and Quality of Life





Pilot multimodal projects.
Pilot sustainability projects.
Participate in connected vehicle pilots.



Increase recognition for innovations, excellence in engineering, construction and landscaping.

Reduce response clearance times. Implement innovative safety initiative.



Expand Wrong Way Driving program systemwide.



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**Priority:** Deliver Financially Sound Practices

**Goal:** Recognized for Excellence & a Model for Compliance

"The ratings reflect strong traffic and revenue performance." Moody's

2.02-2.4

**Debt Service Ratio** 

 $\mathbf{A}$ +

Senior Revenue Bonds Fitch Ratings

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 $\mathbf{A}$ +

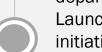
Senior-Lien Revenue Bonds S&P Global

Senior-Lien Revenue Bonds Moody's



Debt service ratio: 1.6. Compliance with covenants. Maintain strong credit rating (A+/A1).

Meet Florida Transportation Commission (FTC) objectives.



Create risk management department. Launch non-toll revenue initiatives such as ROW opportunities. Implement operation software update.



**Priority:** Deliver Financially Sound Practices

Goal: Recognized for Excellence & a Model for Compliance







Partner with City of Apopka on cell tower



Completed upgrade to toll system in lanes



Debt service ratio: 1.6.
Compliance with covenants.
Maintain strong credit rating (A+/A1).
Meet Florida Transportation
Commission (FTC) objectives.



Create risk management department.
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### **Priority:** Focus on Community & Social Responsibility

**Goal:** Respected Leader and Partner in Region





Document volunteerism hours. Increase event participation. Speaking invitations and stakeholder meetings.

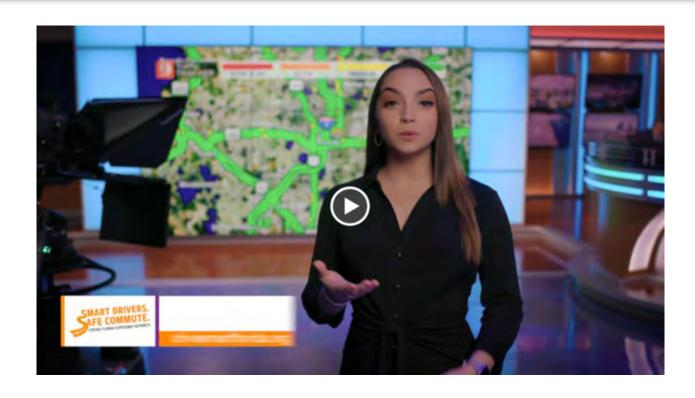


Safety campaign metrics.



**Priority:** Focus on Community & Social Responsibility

**Goal:** Respected Leader and Partner in Region





Reach 8.4 million households 94% of Central Florida market



Document volunteerism hours. Increase event participation. Speaking invitations and stakeholder meetings.



Safety campaign metrics.



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**Priority:** Deliver on Core Values

Goal: Qualified, Energized and Engaged Team

# EXCELLENCE INNOVATION SERVICE TEAMWORK







Benchmark participation in wellness program.
Benchmark employee participation in professional development programs.
Benchmark participation in trainings.

Track utilization of SharePoint. Implement mentoring program.







# Distributed at Board Meeting



### Central Florida Expressway Authority Strategic Three-Year Plan 2020-2023



Priority	Customer-Driven Operation	World-Class Mobility Network	Financially Sound & Vibrant Organization	Community & Social Responsibility	Deliver on Core Values
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Strategies:  Approaches to Achieve Goal	<ul> <li>Streamline, simplify customer touch-points and interaction</li> <li>Expand portfolio of E-PASS customer services</li> <li>Explore new payment options</li> <li>Broaden distribution of E-PASS products</li> <li>New customer acquisition</li> <li>Broaden understanding of toll road benefits</li> </ul>	Implement multimodal policy     Integrate sustainability principles into 2045 Master Plan     Pursue engineering and construction innovative opportunities     Enhance congestion-management strategies     Explore advanced technologies     Identify additional incident management resources     Identify innovative safety measures	<ul> <li>Maintain effective internal controls</li> <li>Maintain prudent investment and debt-management strategies</li> <li>Identify and implement risk mitigation strategies</li> <li>Proactively plan for asset replacement</li> <li>Explore opportunties for diversifying revenues</li> </ul>	<ul> <li>Expand relationships with regional and state partners</li> <li>Expand types of public engagement platforms</li> <li>Advance smart, safe driving education campaigns</li> <li>Broaden CFX Serves: Community &amp; Volunteerism</li> </ul>	Support employee health, wellness and work-life balance     Promote outcomes and accountability through performance management     Foster employee retention and advancement     Create employee information hub
Tactics: Tools Used	<ul> <li>Service metrics benchmarks</li> <li>Surveys, focus groups and secret shops</li> <li>Customer journey evaluations</li> <li>User-friendly, mobile options</li> <li>Customer acquisition marketing</li> <li>Business accounts marketing</li> <li>Explore E-PASS as payment option with regional partners</li> </ul>	<ul> <li>2045 Master Plan &amp; Five-Year         Work Plan</li> <li>Set sustainability benchmarks</li> <li>Set incident response benchmarks</li> <li>Partner with leading technology         providers, automotive manufacturers,         law enforcement agencies</li> </ul>	Benchmarks to industry standards     Technology to optimize operation costs     Identify new non-toll revenue streams	<ul> <li>Newsletters, email and meetings</li> <li>Community partnerships and sponsorships</li> <li>Identify volunteerism activities</li> <li>Public safety campaigns and media partnerships</li> </ul>	Strengthen wellness program     Annual performance review tools     Mentoring program plan     Education and professional development trainings     Employee surveys and workshops     SharePoint expansion
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