

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA  
BOARD MEETING  
September 8, 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 AUGUST 11, 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. **CUSTOMER FIRST CONSIDERATION** – *Jay Madara, Board Member* (action item)
2. **CUSTOMER OPINION SURVEY** – *Michelle Maikisch, Chief of Staff/Public Affairs Officer* (info item)

**(CONTINUED ON PAGE 2)**

## G. BOARD MEMBER COMMENT

## H. ADJOURNMENT

This meeting is open to the public.

*Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, 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 [Iranetta.Dennis@CFXway.com](mailto:Iranetta.Dennis@CFXway.com) 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 guidelines and to ensure the safety and welfare of the public.*



C.

APPROVAL OF  
BOARD MEETING MINUTES

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MINUTES BOARD MEETING August 11, 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 9:01 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  
Christopher "CJ" Maier, Gubernatorial Appointment  
Commissioner Victoria Siplin, Orange County  
Commissioner Curt Smith, Brevard County

#### Board Members Not Present:

Mayor Buddy Dyer, City of Orlando  
Jay Madara, Gubernatorial Appointment  
Rafael "Ralph" Martinez, Gubernatorial Appointment

#### Staff Present at Dais:

Diego "Woody" Rodriguez, General Counsel  
Lisa Lumbar, Chief Financial Officer  
Mimi Lamaute, Board Recording Secretary

#### Non-Voting Advisor Not Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

### B. PUBLIC COMMENT

- There were no public comments cards received from the public.
- There were no written public comments received by the deadline.

**C. APPROVAL OF JUNE 9, 2022 BOARD MEETING AND BOARD WORKSHOP MINUTES**

A motion was made by Commissioner Smith and seconded by Commissioner Siplin to approve the June 9, 2022 Board Meeting and Board Workshop Minutes as presented. The motion carried unanimously with six (6) board members in attendance voting AYE by voice vote. Mayor Dyer, Mr. Martinez, Mr. Madara and Commissioner Arrington were not present.

**D. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval.

**ADMINISTRATIVE SERVICES**

1. Approval of Sixth Contract Renewal with Rubin, Turnbull & Associates, Inc. for Advocacy and Consultant Services, Contract No. 001382 (Agreement Value: \$90,000.00)

**CONSTRUCTION**

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

Project 408-422	Castillo Engineering Services, LLC	(\$ 55,754.57)
Project 417-142	Prince Contracting, Inc.	\$ 84,232.38
Project 528-143	SEMA Construction, Inc.	\$ 275,259.68
Project 538-165	The Lane Construction Corporation	\$ 273,270.73
3. Approval of Versa Integrity Group, Inc. as a Subconsultant to Ardaman & Associates, Inc. for Systemwide Materials Testing and Geotechnical Services, Contract No. 001434
4. Approval of Contract Award to The Lane Construction Corporation for Poinciana Parkway Pond 4-2 Re-Shaping, Project No. 538-165A, Contract No. 001923 (Agreement Value: \$1,858,587.90)

**ENGINEERING**

5. Approval of Element Engineering Group, LLC as a Subconsultant to Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145
6. Approval of Collins Survey Consulting, LLC as a Subconsultant to Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145
7. Approval of OM Engineering Services, Inc. as a Subconsultant to Protean Design Group, Inc. for Miscellaneous Design Consultant Services, Contract No. 001836

8. Approval of Final Ranking and Authorization for Negotiations for Design Services for SR 534 Segment 3 – East of Jim Branch Creek to SR 15 (Narcoossee Road), Project No. 534-243, Contract No. 001921
9. Approval of Final Ranking and Contract Award for Traffic and Earnings Consultant, Contract No. 001922 (Agreement Value: \$3,600,000.00)

#### INTERNAL AUDIT

10. Acceptance of Internal Audit Reports:
  - a. Fiscal 2023 Internal Audit Plan and Risk Assessment
  - b. Third Party Revenue Collections Review
  - c. Cashless Tolling Risk Analysis

#### MAINTENANCE

11. Approval of Finishing System of Florida, Inc. as a Subcontractor to Louis Berger Hawthorne Services, Inc. for Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453, Contract No. 001821
12. Authorization of Agreements for Enhanced Hardscape Installation on the SR 528/SR 436 Signature Interchange Project (Agreement Value: not-to-exceed \$2,500,000.00)

#### PUBLIC OUTREACH

13. Authorization of Agreements for Public Outreach

#### RISK MANAGEMENT

14. Approval of Insurance Policy with Florida Municipal Insurance Trust (FMIT) (Agreement Value: not-to-exceed \$270,000.00)

#### TECHNOLOGY/TOLL OPERATIONS

15. Approval of ACME Barricades, L.C. as a Subconsultant to Transcore, L.P. for Toll System Upgrade Project, Contract No. 001021
16. Approval of Vertiv Corporation as a Subconsultant to TransCore, L.P. for Toll System Upgrade Project, Contract No. 001021
17. Approval of Cooperative Purchase Agreement with TransCore, L.P. for Product Purchase, Contract No. 001939 (Agreement Value: not-to-exceed \$13,500,000.00)

**A motion was made by Commissioner Siplin and seconded by Commissioner Constantine to approve the Consent Agenda as presented. The motion carried unanimously with six (6) board members in attendance voting AYE by voice vote. Mayor Dyer, Mr. Martinez, Mr. Madara and Commissioner Arrington were not present.**

## **E. REPORTS**

*Commissioner Arrington arrived at this time 9:05 a.m.*

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

Chairman Parks commented on the following:

- Chairman Parks thanked the participants of the Floridians for Better Transportation Conference/TEAMFL Board Meeting which was held in July.
- He congratulated Amy Davies as being named the Executive Director for TEAMFL and reminded everyone to attend the upcoming TEAMFL meeting in Tampa on October 27-28, 2022.
- CFX is beginning the fall with an upcoming public meeting for the State Road 408/Tampa Avenue Interchange Project. This project is a partnership with the City of Orlando and will provide many improvements connecting travelers to venues downtown. The meeting is scheduled for September 1<sup>st</sup> at 5:30 pm until 7:30 pm in the cafeteria at Jones High School and virtually 6:00 p.m. until 7:30 pm. You can find out more information on the project and meeting by going to [cfxway.com](http://cfxway.com).

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

Commissioner Constantine reported that as of the end of April, CFX's toll revenue year-to-date was \$614,000,000, which is 16% over budget and 22% over prior year.

Total Operations, Maintenance and Administration expenses were \$1,048,000,000, which is 4.8% under budget.

After debt service, the total net revenue available for projects for the year was \$310,000,000.

He noted that due to year end accruals these are not final numbers.

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

Ms. Lisa Lumbard, Chief Financial Officer, attended on behalf of Ms. Laura Kelley, Executive Director. Ms. Lumbard provided the Executive Director's Report in written form, attached as **Exhibit "A."**

## **F. REGULAR AGENDA ITEMS**

### **1. FLORIDA DEPARTMENT OF TRANSPORTATION'S WEKIVA PARKWAY CONSTRUCTION PROJECT UPDATE**

Mr. John Tyler, District 5 Secretary with the Florida Department of Transportation provided an update on the construction of FDOT's portion of the Wekiva Parkway.

The Board Members asked questions which were answered by Mr. Tyler.

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

### **2. SYSTEMWIDE RAMP PLAZA CONVERSION**

Mr. Jim Greer, Chief of Technology/Operations explained the progress on the systemwide conversions from automated coin machines to all electronic tolling.

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

## **G. BOARD MEMBER COMMENT**

The following Board Members commented:

- Chairman Parks; and
- Commissioner Smith

Chairman Parks announced the next Board Meeting is scheduled for September 8, 2022.

## **H. ADJOURNMENT**

Chairman Parks adjourned the meeting at approximately 9:46 a.m.

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Commissioner Sean Parks  
Chairman  
Central Florida Expressway Authority

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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, [PublicRecords@CFXway.com](mailto:PublicRecords@CFXway.com), or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, [www.CFXway.com](http://www.CFXway.com).*

DRAFT

# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## **Executive Director Report August 2022**

### **CUSTOMER SERVICE**

#### **2022 Customer Opinion Survey**

The 2022 Customer Opinion Survey began July 8 and ended July 31, 2022. The survey was distributed to E-PASS, cash and Pay-By-Plate customers. Early results show a positive participation for E-PASS customers with more customers participating than our objective. The results of the survey will be presented to the Board in the fall.

### **TRANSPORTATION PARTNERS**

#### **E-ZPass Group**

CFX joined the E-ZPass Group in November 2017 to further national toll interoperability. The E-ZPass Group includes 19 states and 48 tolling entities. This membership has increased efficiencies for CFX to collect tolls from out of state customers. As a member of the E-ZPass Board, CFX has supported the ongoing efforts of the group's initiatives and projects. Recently the E-ZPass Group contracted with a consultant, of which CFX is a beneficiary, to create a robust, flexible, and easily scalable platform that addresses the evolving interagency business needs and additional opportunities for national toll interoperability.

#### **Florida Transportation Builders Association Recognition**

CFX's signature project, the SR 528/SR 436 interchange to the north of the Orlando International Airport, was awarded the 2022 Expressway Authority Project of the Year at the Aug 5th Florida Transportation Builders Association (FTBA) annual meeting. This is one of FTBA's Best in Construction awards that are meant to highlight those companies and individuals who worked on the most innovative, complex, and impactful projects around the state each year.

#### **Floridians For Better Transportation Annual Meeting**

CFX participated in a presentation on innovation at the Floridians for Better Transportation Annual Meeting on July 8th. The presentation focused on the evolution of Visitor Toll Pass, Reload and charging vehicles in motion.

### **COMMUNITY PARTNERSHIPS**

#### **Orlando Economic Partnership**

CFX is helping to plan a leadership mission trip to Denver in September. The mission will focus on transportation and technology sectors. A transportation forum will include participants from the E-470 group, Colorado's tolling agency.

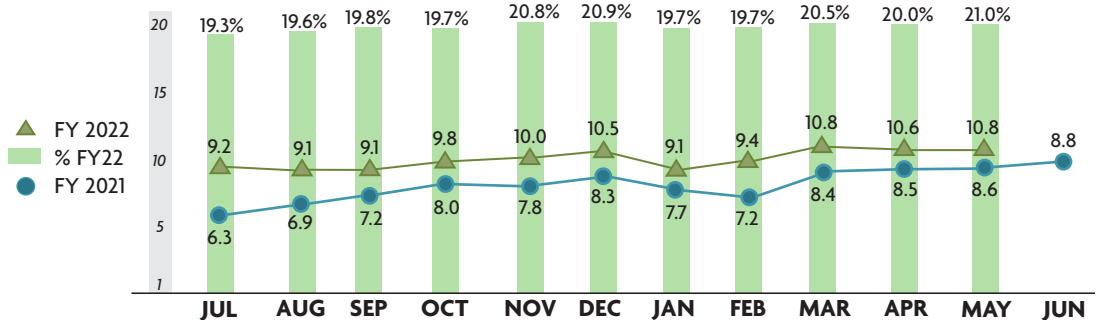
#### **Orlando Business Journal Roundtable**

CFX participated in an OBJ closed roundtable discussion on the future of the hybrid workplace on June 16th. The discussion focused on the successes and challenges of workforce issues in today's environment.



## MEETINGS AND PRESENTATIONS

Jun 13	Orlando Business Journal – The Future of the Hybrid Workplace
Jun 14	Beyond the Board Room
Jun 17	FHP Troop D Public Affairs Officer Tara Crescenzi
Jun 20	International Road Federation visit to CFX
Jun 22	Regional Communicators/PIO Luncheon at CFX
Jun 24-26	IBTTA Board
Jul 6-8	Floridians for Better Transportation/TEAMFL
Jul 7	IBTTA Women in Tolling Council
Jul 11	Florida Automated Vehicles Summit Planning
Jul 12	ASPIRE Policy Committee
Jul 15	I-Drive Chamber
Jul 15	ASPIRE Center Executive Advisory Board Leadership
Jul 18	LYNX-CFX Transit Development Plan Stakeholder
Jul 19	ASHE Central Florida Board
Jul 20	East Central Florida Regional Planning Council
Jul 21	Polk County Commissioner Southport Connector Briefing
Jul 29	ASPIRE Center Executive Advisory Board Leadership
Aug 2	Hunter's Creek HOA on SR 417 Capacity Improvements
Aug 5	ASPIRE Executive Advisory Board
Aug 10	Society for Marketing Professional Services Central Florida Transportation Program



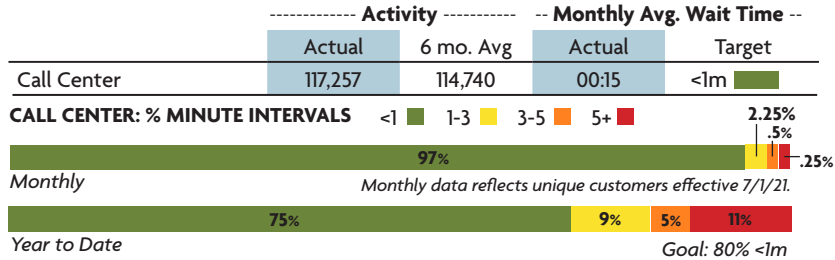
## PERFORMANCE DASHBOARD

**JUNE 2022**

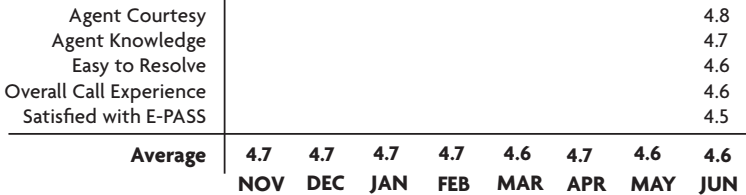
Fiscal year runs from July 1 - June 30

### CUSTOMER SERVICE

#### CALL CENTER | Average Customer Call Time

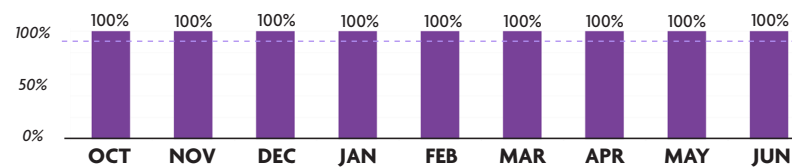


#### CALL CENTER | Satisfaction Survey (Rating Scale 1-5) | Goal: >4.5

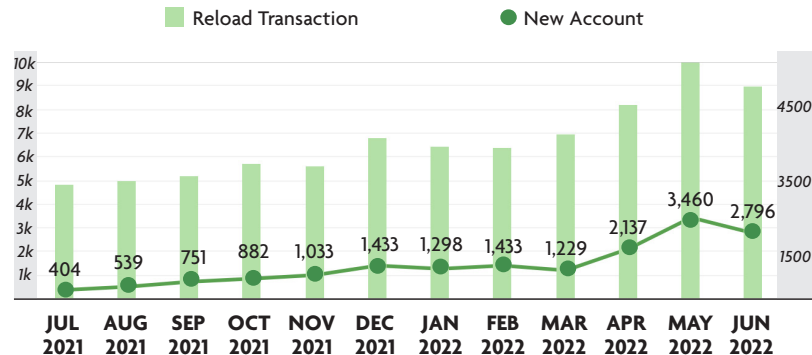


#### IMAGE REVIEW PROCESS

Percentage (%) of images reviewed | Goal: 90% within 2 wks



### RELOAD CUSTOMER SERVICE LANE ACTIVITY



### PROGRESS OF MAJOR CONSTRUCTION PROJECTS

Project No.	Description	Contract (millions)	Earned (millions)	% Time	% Earned	VAR	Contract Completion Date
528-143	SR 528 / SR 436 Interchange Improvements	\$108.2	\$107.8	76%	100%		Feb. 2023
538-165	SR 538 Widening, Ronald Reagan Pkwy to Cypress Pkwy	\$95.0	\$72.5	55%	76%		Sep. 2023
417-141	SR 417 Widening, International Dr. to John Young Pkwy	\$81.9	\$45.7	58%	56%		Aug. 2023
417-142	SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$117.4	\$49.3	50%	42%		Nov. 2023
417-149	SR 417 Widening, Landstar to Boggy Creek Rd.	\$77.9	\$28.9	40%	37%		Dec. 2023
417-151	SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$61.8	\$13.5	27%	22%		Dec. 2023
417-150	SR 417 Widening, Narcoossee Rd. to SR 528	\$92.3	\$25.7	36%	28%		Feb. 2024
429-154	SR 429 Widening, Tilden Rd to FTP	\$97.7	\$1.8	5%	2%		Sep. 2024
429-152	SR 429 Widening, FTE to West Rd.	\$178.5	\$15.6	17%	9%		Feb. 2025
429-153	SR 429 Widening, West Rd. to SR 414	\$127.2	\$10.3	9%	8.1%		Dec. 2024

LEGEND: % Time - % Spent ≤ 10 11-20 ≥ 21

### FINANCIALS

#### FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$627.6	\$542.5	16%
OM&A Expenses	\$101.1	\$109.2	7%
Net Revenue	\$310.3	\$216.7	43%

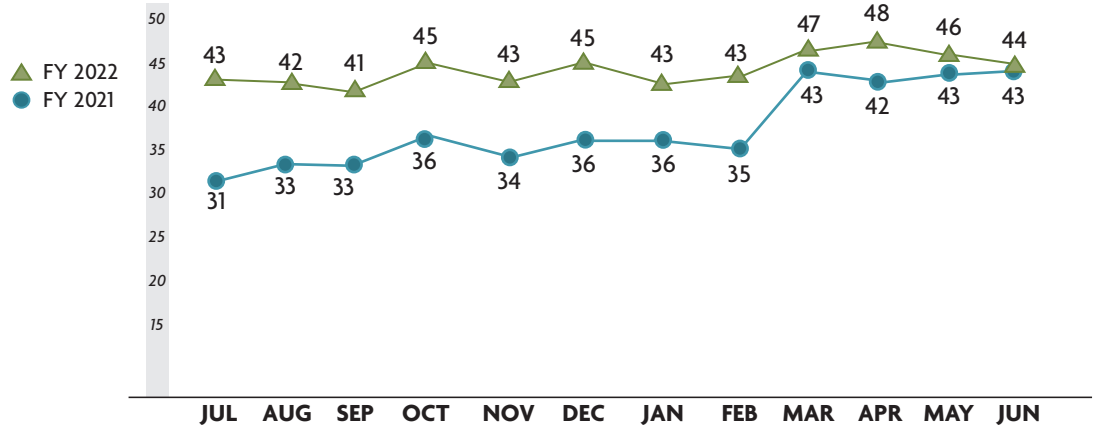
LEGEND: >/= 0 -0.1 to -10 < -10.1

#### DEBT SERVICE

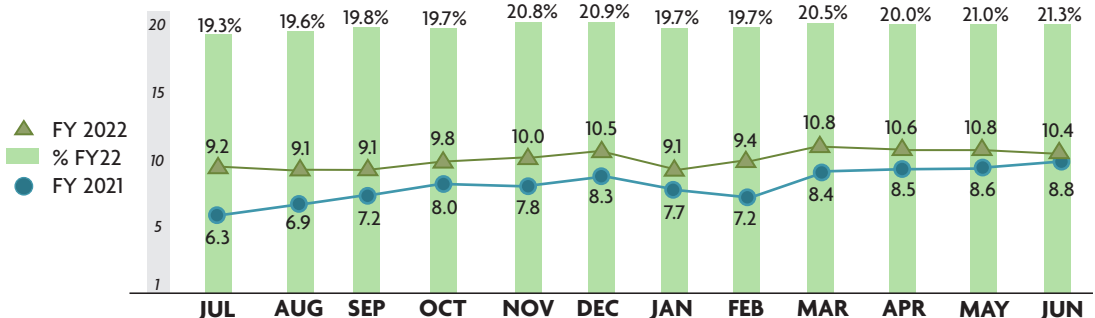
FY to Date	Actual	Budget
Senior Lien	2.53	2.12
Subordinate Lien	2.47	2.06

LEGEND: >/= 1.45 1.20 to 1.44 < 1.20

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



#### NUMBER AND % OF UNPAID IN LANE TRANSACTIONS (millions)



# TRAFFIC CONGESTION HEAT MAPS

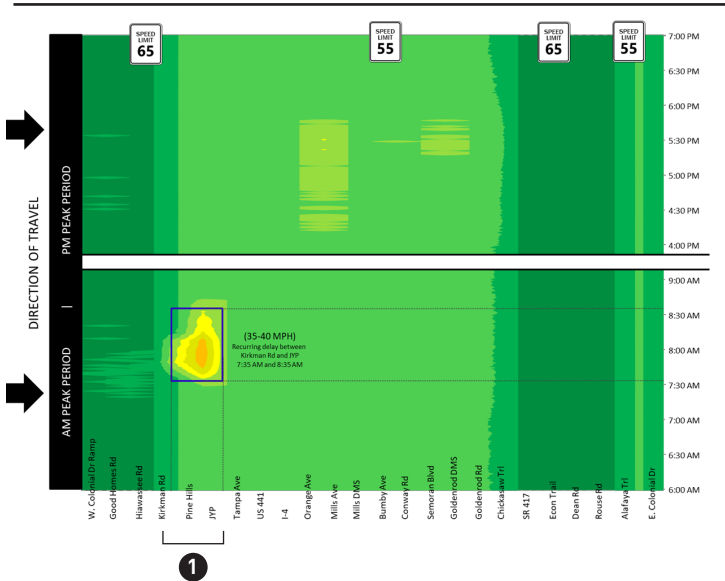
A Quarterly Update  
April - June 2022

Map Scale in Miles Per Hour			
65-70	30-35		
60-65	25-30		
55-60	20-25		
50-55	15-20		
45-50	10-15		
40-45	5-10		
35-40	0-5		

TOLL

408

SR 408  
Eastbound



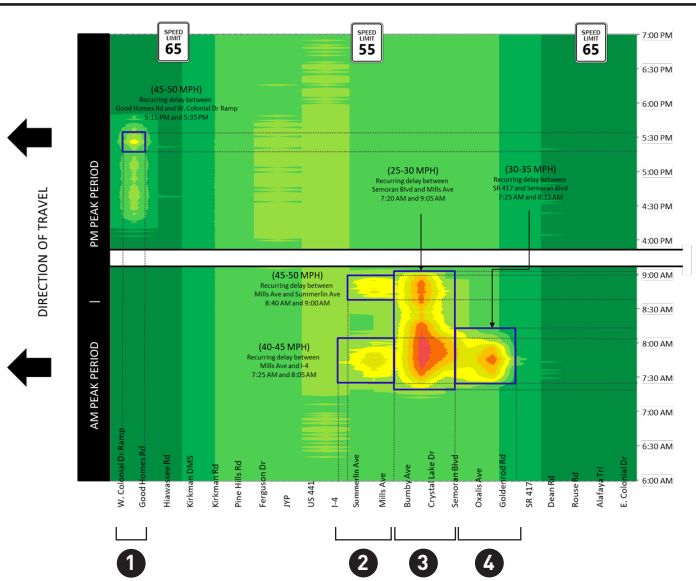
### Projects:

- (AM) Monitoring monthly – friction due to transition from 4 lanes to 3 lanes between *Kirkman Road* and *Ortman Drive*.

TOLL

408

SR 408  
Westbound



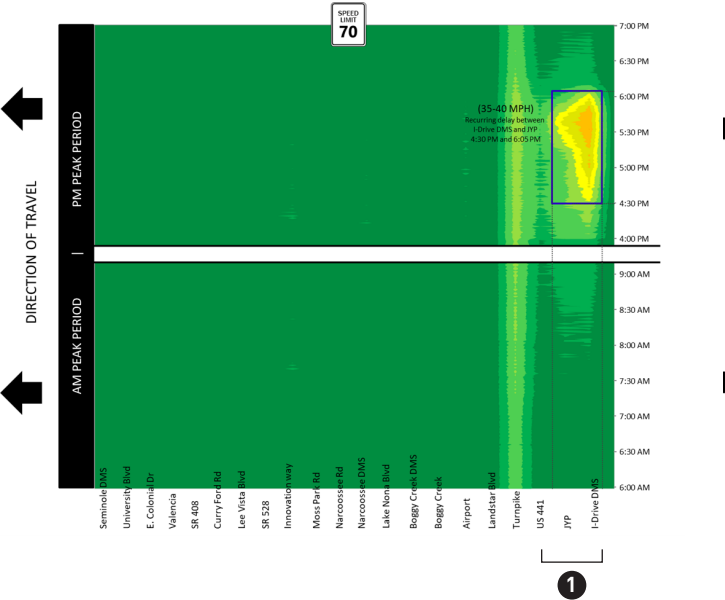
### Projects:

- (PM) Monitoring monthly – SR 408 Westbound transitions from 3 to 2 lanes at the jurisdictional limit with *Florida's Turnpike Enterprise* west of *Colonial Drive* ramps.
- (AM) Monitoring monthly - friction at I-4 interchange. I-4 Ultimate Express Lanes opened in February 2022.
- (AM) Monitoring monthly – friction due to westbound SR 408 transitioning from 5 lanes to 4 lanes between *Crystal Lake Drive* and *Bumby Avenue*.
- (AM) Monitoring monthly – friction due to westbound SR 408 transitioning back to 4 lanes following lane drops of westbound entrance ramps from *Chickasaw Trail* and *Goldenrod Road*.

TOLL

417

SR 417  
Northbound



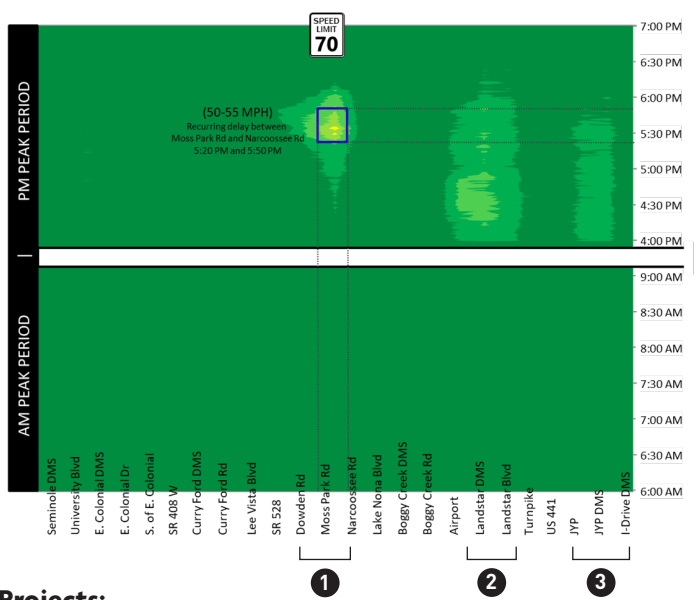
### Projects:

- (PM) Construction underway – minor congestion reported, widen SR 417 from *International Drive* to *John Young Parkway*. Construction completion 2023.

TOLL

417

SR 417  
Southbound



### Projects:

- (PM) Construction underway - minor congestion reported, widen SR 417 from *Narcoossee Rd* to *SR 528*. Construction completion 2023.
- (PM) Construction underway - minor congestion reported, widen SR 417 from *Landstar Blvd* to *Boggy Creek Rd*. Construction completion 2023.
- (PM) Construction underway - minor congestion reported, widen SR 417 from *International Drive* to *John Young Parkway*. Construction completion 2023.

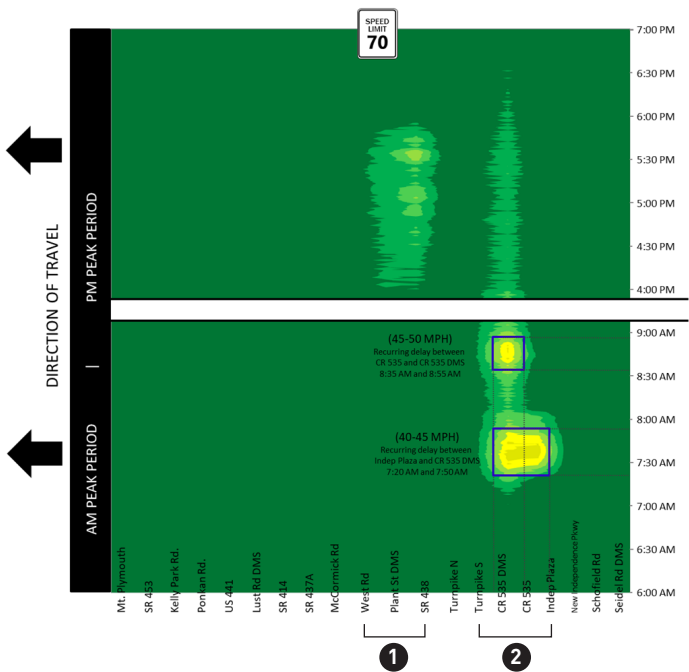
# TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update  
April - June 2022

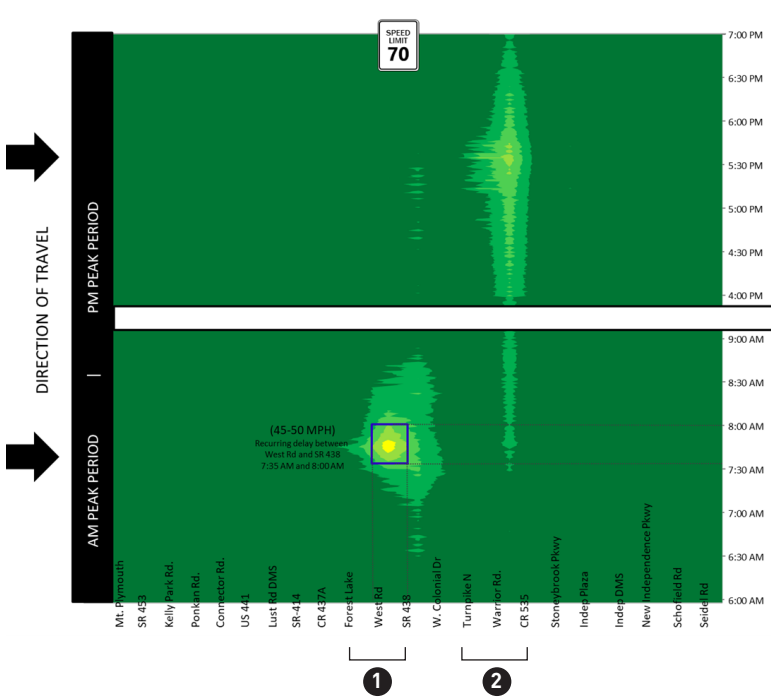
Map Scale in Miles Per Hour

65-70	30-35
60-65	25-30
55-60	20-25
50-55	15-20
45-50	10-15
40-45	5-10
35-40	0-5

**SR 429**  
**Northbound**



**SR 429**  
**Southbound**



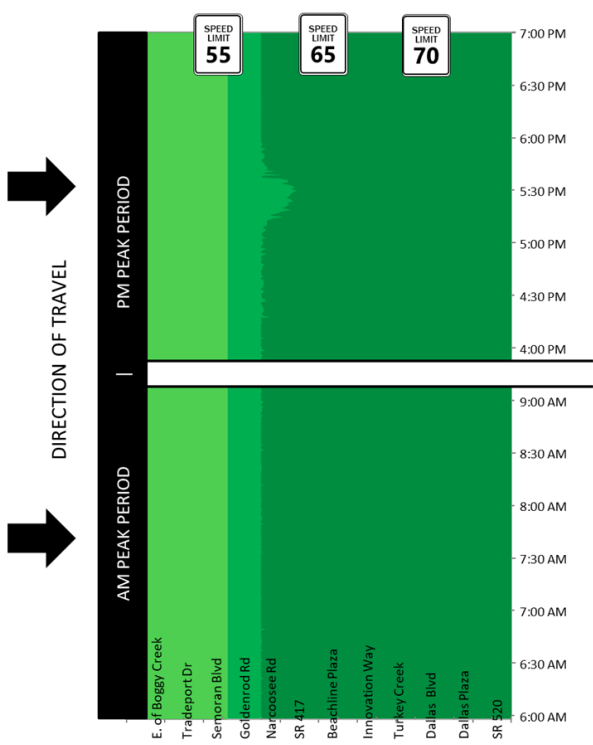
**Projects:**

1. (PM) Construction underway – widen SR 429 from *Florida's Turnpike* to *West Road*. Construction completion 2024.
2. Construction underway – minor congestion reported, widen SR 429 from *CR 535* to *Florida's Turnpike*. Construction completion 2024.

**Projects:**

1. Construction underway – widen SR 429 from *Florida's Turnpike* to *West Road*. Construction completion 2024.
2. Construction underway – minor congestion reported, widen SR 429 from *CR 535* to *Florida's Turnpike*. Construction completion 2024.

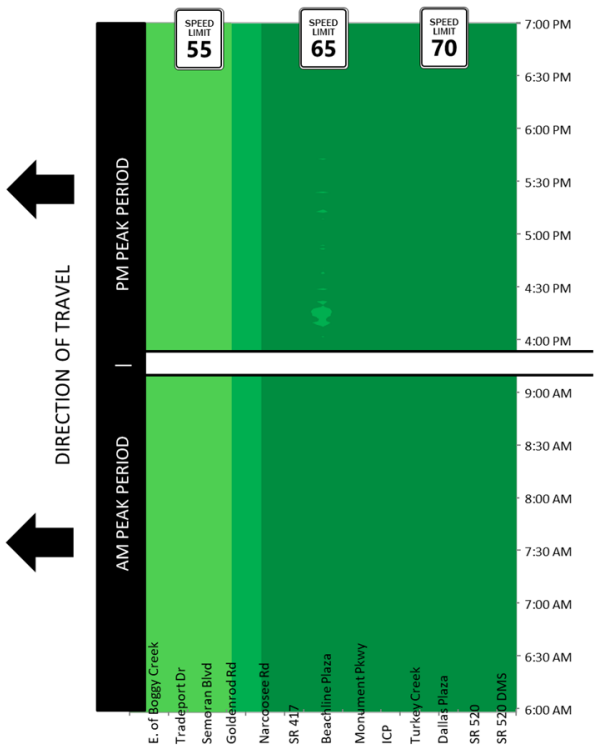
**SR 528**  
**Eastbound**



**Projects:**

No peak hour congestion reported.

**SR 528**  
**Westbound**



**Projects:**

No peak hour congestion reported.

D.

Consent Agenda

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA

September 8, 2022

### **CONSTRUCTION**

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

Project 417-141	Hubbard Construction Company	\$ 34,895.48
Project 599-759	SEMA Construction, Inc.	\$ 491,569.75
Project 528-143	SEMA Construction, Inc.	\$ 36,019.87
Project 538-165	The Lane Construction Corporation	\$ 536,116.16
2. Approval of First Contract Renewal with Hill International, Inc. for Construction Management Consultant Services, Contract No. 001498 (Agreement Value: \$500,000.00)
3. Approval of Incentive and Milestone Achievement Payment to SEMA Construction, Inc. for SR 528/SR 436 Interchange Improvements & SR 528 Widening From SR 436 to Goldenrod Road, Project No. 528-143, Contract No. 001614 (Agreement Value: \$2,850,000.00)
4. Approval of Contract Award to Chinchor Electric, Inc. for SR 408 Lighting Upgrades and Lighting Monitoring System (LMS), Project No. 408-167, Contract No. 001925 (Agreement Value: \$4,829,406.03)
5. Approval of Contract Award to Ranger Construction Industries, Inc. for SR 528 Over Farm Access Road 1 Bridge Removal, Project No. 528-757, Contract No. 001936 (Agreement Value: \$7,778,937.86)

### **ENGINEERING**

6. Approval of Supplemental Agreement No. 3 with WGI, Inc. for Design Consultant Services for Poinciana Parkway Extension (Segment 1), Project No. 538-234, Contract No. 001647 (Agreement Value: not-to-exceed \$201,164.72)
7. Approval of Supplemental Agreement No. 1 with WBQ Design & Engineering, Inc. for Design Consultant Services for SR 528 Widening from SR 417 to Innovation Way, Project No. 528-161, Contract No. 001697 (Agreement Value: not-to-exceed \$881,384.18)

### **FINANCE**

8. Approval of Supplemental Agreement No. 1 to Second Contract Renewal with PFM Financial Advisors LLC for Financial Advisor Services, Contract No. 001245 (Agreement Value: \$57,000.00)

### **MAINTENANCE**

9. Approval of Concrete Impressions of Florida, Inc. as a Subcontractor to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension, Contract No. 001151



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

10. Approval of Supplemental Agreement No. 6 with Jorgensen Contract Services, L.L.C. for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension, Contract No. 001151 (Agreement Value: not-to-exceed \$189,352.44)
11. Approval of B&B Outdoor Services, LLC as a Subcontractor to Louis Berger Hawthorne Services, Inc. for Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453, Contract No. 001821
12. Approval of Subcontractors to Louis Berger Hawthorne Services, Inc. for Systemwide Facilities Maintenance Services, Contract No. 001910

## **RISK MANAGEMENT**

13. Approval of Cyber Insurance Policy with Homeland Insurance Company of New York (Agreement Value: not-to-exceed \$110,000.00)

## **TECHNOLOGY/TOLL OPERATIONS**

14. Approval of Eaton Corporation as a Subconsultant to TransCore, LP for Toll System Upgrade Project, Contract No. 001021
15. Approval of Second Contract Renewal with Law Enforcement Systems, LLC for Out of State Division of Motor Vehicles (DMV) Lookups, Contract No. 001410 (Agreement Value: \$450,000.00)
16. Approval of Second Contract Renewal with inContact, Inc. for Contact Center as a Service (CCaaS) Platform, Contract No. 001665 (Agreement Value: \$720,000.00)
17. Approval of Cooperative Purchase Agreement with 4 Corner Resources, LLC for Information Technology Staff Augmentation Services, Contract No. 001948 (Agreement Value: not-to-exceed \$2,932,644.00)
18. Approval of Purchase Order to Amtech Systems, LLC for Encompass 6 AVI Readers (E6 Readers), Project Nos. 417-141, 417-149, 429-153, 528-161, 429-152, 417-150, 528-165, 516-238, 516-237 and 408-315 (Agreement Value \$736,700.00)
19. Approval of Purchase Order to Oracle America, Inc. for Database Software Licenses Update and Support (Agreement Value: \$123,145.14)

## **TRAFFIC OPERATIONS**

20. Approval of Michael Baker International, Inc. as a Subconsultant to AECOM Technical Services, Inc. for General Systems Consultant Services, Contract No. 001215
21. Approval of Interlocal Agreement with the University of Central Florida (UCF) for Wrong-Way Data Collection, Reporting and Resolving of Wrong-Way Driving (WWD) Alerts from CFX Exit Ramps and Mainline Locations, Contract No. 001944 (Agreement Value: not-to-exceed \$237,000.00)



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

22. Approval of Purchase Orders to Florida Highway Patrol (FHP) for Systemwide Off-Duty Support Services  
(Agreement Value: \$125,000.00)

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. 534-242: Design Consultant Services for SR 534 Segment 2 – Laureate Blvd. to East of Jim Branch Creek
  2. Public Information Services
  3. Public Information Miscellaneous Services – SSBE
  4. Public Outreach Education and Communications Consultant Services – SSBE

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. 408-315: SR 408 Tampa Avenue Interchange - CEI Services
  2. 408-430: CFX HQ 2<sup>nd</sup> Floor Retrofits - Construction
  3. 408-566: Video Wall Replacement
  4. 534-242A: SR 534 Segment 2A - Design
  5. 599-171: Systemwide Median Protection Improvements - Construction
  6. 599-416C: McCoy Road Facility Building Reconstruction - Construction
  7. 599-421B: Magnolia Ave. Parking Lot Phase II - Construction
  8. 599-524: Layer 2 Switch Equipment
  9. 599-526D: Wrong Way Driving Countermeasures - Design
  10. 599-564: Traffic Monitoring Sensor
  11. 599-645: Systemwide Trailblazers Upgrades - Construction
  12. 599-646: Systemwide Guide Sign and Lighting Upgrades - Construction
  13. 599-649: Systemwide One-Way Sign Replacements - Construction
  14. 599-659: Systemwide Wrong-Way Driving Improvements - Construction
  15. 599-765: Systemwide Toll Plaza Facia and Roof Replacements - Construction
  16. Bond Counsel Services
  17. Disclosure Counsel Services
  18. Financial Advisor Services
  19. Out Parcel Mowing - SR 414, SR 429, SR 451 & SR 453
  20. Pressure Washing of Bridges - SR 414, SR 429, SR 451 & SR 453
  21. Right of Way Counsel Services

**CONSENT AGENDA ITEM  
#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

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

DATE: August 19, 2022

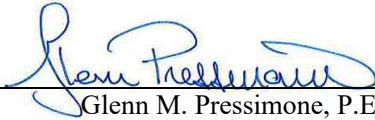
SUBJECT: Construction Contract Modifications

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 (\$) Sep 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	\$ 200,002.38	\$ 34,895.48	\$ 81,906,505.46	0
599-759	SEMA Construction, Inc.	South Access Road Slope Repair	\$ 4,298,000.00	\$ -	\$ 491,569.75	\$ 4,789,569.75	0
528-143	SEMA Construction, Inc.	SR 528/SR 436 Interchange Improvements & SR 528 Widening from SR 436 to Goldenrod	\$ 106,520,000.00	\$ 1,969,379.84	\$ 36,019.87	\$ 108,525,399.71	0
538-165	The Lane Construction Corporation	SR 538 Widening, Ronald Reagan Parkway to Cypress Parkway	\$ 92,628,420.00	\$ 2,607,812.07	\$ 536,116.16	\$ 95,772,348.23	0
TOTAL					\$ 1,098,601.26		

\* Includes Requested Amount for this current month. Total to Date does not include costs for material escalations or project incentives-disincentives.

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

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

**Project 417-141: SR 417 Widening from International Drive to John Young Parkway**  
**Hubbard Construction Company**  
**SA No.: 417-141-0922-03**

Underdrain Cleanout Frames

The Engineer of Record provided a plan detail for the addition of cast iron frame and lids to be installed at the underdrain cleanouts which are located in the permanent paved shoulder.

ADD THE FOLLOWING ITEM:

Underdrain Cleanout Frames

\$ 34,895.48

**TOTAL AMOUNT FOR PROJECT 417-141**

**\$ 34,895.48**

**Project 599-759: South Access Road Slope Repair**  
**SEMA Construction, Inc.**  
**SA 599-759-0922-01**

MSE Wall Panels

Furnish and install wall panels in front of new constructed walls to match the aesthetic scheme on adjacent CFX facilities.

ADD THE FOLLOWING ITEM:

MSE Wall Panels	\$ 447,761.42
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Type II Underdrain

Furnish and install Type II underdrain to facilitate drainage from behind the permanent retaining wall.

ADD THE FOLLOWING ITEM:

Type II Underdrain	\$ 43,808.33
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**TOTAL AMOUNT FOR PROJECT 599-759**

**\$ 491,569.75**

**Project 528-143: SR 528/SR 436 Interchange Improvements & SR 528 Widening SR 436 to Goldenrod  
SEMA Construction, Inc.  
SA 528-143-0922-08**

High Tension Cable Barrier (HTBC) End Terminal

Based on analysis of actual field conditions, manufacturer design requirements and recommendation by a Specialty Engineer, it was determined that a block foundation should be utilized in lieu of drilled shaft foundations for the High Tension Cable Barrier End Terminal system.

ADD THE FOLLOWING ITEM:

Cable Barrier, End Terminal Foundation - Block	\$	127,906.88
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DECREASE THE FOLLOWING ITEM:

Cable Barrier, End Terminal Foundation - Drilled Shaft	\$	(33,600.00)
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Sub-Total Issue: Cable Barrier, End Terminal Foundation	\$	94,306.88
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Final Quantities for Completed Contract Items

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

INCREASE THE FOLLOWING ITEMS:

Optional Base, Base Group 06	\$	14.40
Fencing, Type B, 5.1-6.0' w/ Vinyl Coating	\$	700.00
Single Post Sign, F&I, Custom	\$	5,000.00
Sign Panels, Overlays, 16-100 SF	\$	2,200.00
Thermoplastic, Standard, White, Message	\$	1,700.00
Thermoplastic, Preformed, Multicolor, Message	\$	44,000.00
Remote LED Driver Cabinet, F&I, Large	\$	12,800.00
Dispute Review Board Meetings	\$	5,700.00
High-Tension Cable Barrier System – Length of Need Segment	\$	2,520.00
	\$	<u>74,634.40</u>

DECREASE THE FOLLOWING ITEMS:

Manholes, P-8, <10'	\$	(7,400.00)
Training for FO Network	\$	(8,200.00)
Replace Lighting Pull Box Lid	\$	(340.00)
Work Orders 40 through 121	\$	(116,029.41)
HTCB System, Concrete Mow Strip	\$	(952.00)
	\$	<u>(132,921.41)</u>

Sub-Total Issue: Final Quantities for Completed Contract Items	\$	(58,287.01)
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<b><u>Total Amount For Project 528-143</u></b>	<b>\$</b>	<b><u>36,019.87</u></b>
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**Project 538-165: SR 538 Widening, Ronald Reagan Parkway to Cypress Parkway**  
**The Lane Construction Corporation**  
**SA 538-165-0922-07**

Fuel Adjustments April 2021 through July 2022

Due to the unprecedented rise in the cost of fuel and consistent with the FDOT on design build projects, Special Provision 6 is expanded to allow for adjustment of contract items eligible under the FDOT's published index. Adjustments are made only if the current month fuel price is greater or less than 5% of the bid/base fuel price. The bid month was September 2020. The Engineer has calculated fuel adjustments for the project for the period of April 2021 through July 2022. During this period of time \$72,452,173.79 of construction was performed/produced.

ADD THE FOLLOWING ITEM:

Fuel Adjustments - April 2021 thru July 2022	\$	536,116.16
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<b><u>TOTAL AMOUNT FOR PROJECT 538-165</u></b>	<b><u>\$</u></b>	<b><u>536,116.16</u></b>
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# **CONSENT AGENDA ITEM**

**#2**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 22, 2022

SUBJECT: Approval of First Contract Renewal with Hill International, Inc. for  
Construction Management Consultant Services  
Contract No. 001498

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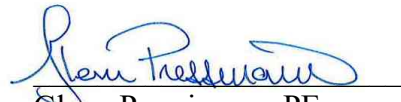
Board approval is requested for the first renewal of the referenced contract with Hill International, Inc. in the amount of \$500,000.00 for one year beginning on October 14, 2022 and ending October 13, 2023. The original contract was for three years with two one-year renewals.

The work to be performed includes construction engineering oversight, construction contract administration, geotechnical and materials, cost and scheduling, utility/environmental coordination, claims/disputes evaluation and resolution, independent assurance of required quality control procedures, plans constructability review services, minor project scoping and document preparation for major construction projects identified in the approved Five-Year Work Plan.

Original Contract	\$ 4,500,000.00
First Renewal	<u>\$ 500,000.00</u>
Total	\$ 5,000,000.00

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

Reviewed by:   
Ben Dreiling, PE  
Director of Construction

  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001498**

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** (“Renewal Agreement”), is made and entered into this 8<sup>TH</sup> day of September 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Hill International, Inc., a Florida corporation, 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 June 13, 2019, (collectively, the “Original Agreement”), with a Notice to Proceed date of October 14, 2019, whereby CFX retained the Consultant to provide construction management consultant 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 in accordance with the terms and conditions hereof.

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Original Agreement, which renewal shall begin on October 14, 2022 and end on October 13, 2023 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. 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 \$500,000.00 (“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. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**HILL INTERNATIONAL, 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:

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

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

Approved as to form and legality by legal counsel  
to the Central Florida Expressway Authority on  
this \_\_\_\_ day of \_\_\_\_\_, 2022 for its exclusive  
use and reliance.

By: \_\_\_\_\_  
Diego "Woody" Rodriguez, General Counsel

**ORIGINAL**

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
HILL INTERNATIONAL, INC.**

**CONSTRUCTION MANAGEMENT CONSULTANT SERVICES**

**CONTRACT NO. 001498**

**CONTRACT DATE: JUNE 13, 2019  
CONTRACT AMOUNT: \$4,500,000.00**

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

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

**FOR**

**CONSTRUCTION MANAGEMENT CONSULTANT SERVICES**

**CONTRACT NO. 001498**

**JUNE 2019**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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(Agreement for Construction Management Consultant (CMC) Services)

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Contract No. 001498

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR  
CONSTRUCTION MANAGEMENT CONSULTANT (CMC) SERVICES  
CONTRACT NO. 001498**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of June 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the "CFX" and Hill International, Inc., hereinafter called "CONSULTANT", a Foreign profit corporation, registered and authorized to do business in the state of Florida, whose principal address is ~~5337 Millenia Lakes Boulevard, Suite 240, Orlando, FL 32839~~.

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

WITNESSETH:

1.0 SERVICES TO BE PROVIDED

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

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

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

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

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

The work covered by this Agreement includes providing CEI services for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, landscaping

*Handwritten:* Delaware

*Handwritten:* H

*Handwritten:* One Commerce Square  
2005 Market Street  
17<sup>th</sup> Floor  
Philadelphia, PA 19103



construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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

## 2.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to two (2) 1-year renewals periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

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

## 3.0 PROFESSIONAL STAFF

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

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

The approved subconsultants are:

(None)

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.

#### 4.0 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 for the initial two ~~two~~ <sup>3</sup> ~~year~~ <sup>three</sup> term of \$4,500,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal

Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable and determined by CFX, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

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

## 5.0 DOCUMENT OWNERSHIP AND RECORDS

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

The 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 5.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 6.0 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.

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

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Paragraph 4.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 4.0 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.

#### 8.0 TERMINATION

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

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

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

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

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

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

#### 9.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because

of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

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

#### 10.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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. *Handwritten: JH Consultant*

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

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

the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

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

The obligations in Section 10.0, Hold Harmless and Indemnification, Sovereign Immunity, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 11.0 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 11.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 12.0 THIRD PARTY BENEFICIARY

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

#### 13.0 INSURANCE

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

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements,



types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

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

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

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

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

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



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

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

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

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

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.

#### 14.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the

data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 5.0 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 ensure 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.

#### 15.0 STANDARD OF CONDUCT

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

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

#### 16.0 DOCUMENTED ALIENS

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

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

#### 17.0 E-VERIFY CLAUSE

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

#### 18.0 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.

#### 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 agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 19.0, Inspector General, 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 contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

#### 23.0 AUDIT AND EXAMINATION OF RECORDS

##### 23.1 Definition of Records:

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

printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

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

23.6 The obligations in Section 23.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 24.0 GOVERNING LAW AND VENUE

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

The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 25.0 NOTICE

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

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

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

To CONSULTANT: Hill International, Inc.

~~5337 Millenia Lakes Boulevard, Suite 240~~  
~~Orlando, FL 32839~~  
Attn: Dan Sokol, P.E.

4700 Millenia Boulevard  
Suite 370  
Orlando, FL 32839

Hill International, Inc.

~~5337 Millenia Lakes Boulevard, Suite 240~~  
~~Orlando, FL 32839~~  
Attn: James Daniel, P.E.

80 SW 8th Street  
Suite 2220  
Miami, FL 33130

José Lago, Jr.

## 26.0 HEADINGS

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

## 27.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

#### 28.0 ASSIGNMENT

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

#### 29.0 SEVERABILITY

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

#### 30.0 INTEGRATION

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

#### 31.0 ATTACHMENTS


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

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 13, 2019.

**HILL INTERNATIONAL, INC.**

BY: [Signature]  
Authorized Signature

Title: Senior Vice President

ATTEST:  AIDA GOMEZ  
MY COMMISSION # FF 980837  
EXPIRES: April 11, 2020  
Bonded Thru Budget Notary Services (Seal)  
Secretary or Notary

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: [Signature]  
Director of Procurement

Print Name: Aneth Williams

*Approved as to form and execution, only.*

*General Counsel for CFX*

[Signature]



**EXHIBIT A**

**SCOPE OF SERVICES**

SCOPE OF SERVICES  
CONSTRUCTION MANAGEMENT CONSULTANT  
CONTRACT NO. 001498

1.0 PURPOSE

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

2.0 OVERVIEW OF SCOPE OF SERVICES

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

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

- 2.4 All communication and correspondence between the Construction Contractor and CFX, the GEC, the CMC, or the Engineer of Record shall be through the CEI.
- 2.5 The CMC shall develop and implement a Continual Process Improvement (CPI) Program utilizing an approved process improvement methodology and various process improvement tools utilizing a quarterly and annual review/report structure.

### 3.0 DEFINITIONS

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

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

- 3.9 **Director of Construction** - Director of Construction employed by the Central Florida Expressway Authority, acting directly or through an authorized representative.
- 3.10 **Dispute** - A claim that cannot be resolved by the parties to the Contract without the intervention of an independent third party.
- 3.11 **Engineer of Record** - The professional engineer or engineering firm, contracted with by 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.
- 3.12 **General Engineering Consultant (GEC)** - The engineering firm under contract to CFX to provide general engineering services for CFX.
- 3.13 **FDOT** - State of Florida Department of Transportation
- 3.14 **Plans** - The drawings which show the scope, extent, and character of the work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.
- 3.15 **Quality Assurance** - The procedures and process for evaluating the performance and effectiveness of Quality Control, with the mutual goal of guarding against defects and deficiencies before and during the execution of the work. It includes submittals, testing, certifications, documentation and other actions to verify that the proposed products and services will meet the Contract requirements.
- 3.16 **Quality Control** - The procedures for evaluating completed activities and elements scheduled for incorporation into the work for conformance with Contract requirements. Procedures include testing and inspection required by the Contract and or outlined in the Quality Control Plan.
- 3.17 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, and Special Provisions of CFX; the FDOT Standard Specifications for Road and Bridge Construction, project specified edition, as may be amended by CFX.
- 3.18 **State** - State of Florida
- 3.19 **Supplemental Agreement** - A written agreement between CFX and the CMC modifying the Contract.

#### 4.0 CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANTS

- 4.1 The CMC shall be responsible for independent verification oversight of services provided by the CEI(s) under contract to CFX to observe and inspect the progress, quality control and quality assurance of the Work being performed by the Construction Contractor.
- 4.2 The CMC shall provide qualified, experienced technical and administrative personnel in appropriate numbers to verify that all construction engineering, verification testing and contract administration activities performed by the CEI are in accordance with the guides, standards, procedures and directives that are a part of the Contract and generally accepted best management practices. The CMC shall be totally familiar with CFX and Florida Department of Transportation standard procedures and practices for construction engineering and inspection. At a minimum, the CMC will be required to:
- Develop and implement procedures for the on-boarding of new CEI teams to ensure they are provided the guidance needed for successful transition into the CFX system.
  - Develop and implement a comprehensive program for the oversight and objective reporting of CEI firms on a per-project basis. This program will cover projects from preconstruction to closeout.
  - Develop and implement procedures to track projected project milestone dates to monitor project status and ensure timely close out of projects and accuracy and completeness of final close out documentation. The CMC will coordinate closely with the CFX Construction, Engineering and Records departments to ensure all closeout documentation is submitted per the contract and per CFX's most current standards.
  - Develop and implement a process to ensure all CEIs and all firms providing verification testing/inspection oversight and independent assurance on CFX projects are provided prompt notification of updates to CFX specifications, procedures, manuals and forms. All updates are to be posted on the cfxway.com website in a timely manner.
  - Develop and implement a process to ensure CFX personnel is provided scheduled periodic updates regarding the status, including results of scheduled IA reviews and scheduled follow up, of all current projects.
- 4.3 The CMC will continually update their CEI on-boarding and IA procedures to address issues noted across CFX projects during field IA

reviews of construction activities and/or during contract administration reviews. Maintain a lessons-learned and corresponding improvement action report.

4.4 The CMC will maintain electronic files on the CFX internal server/SharePoint system. The files are to be neatly organized in an easily searchable format. Ensure all project information and documentation is always fully accessible to appropriate CFX staff.

4.5 The CMC will ensure clear, consistent, accurate information is provided to CEIs, Contractors, Verification Testing and Independent Assurance firms regarding CFX specifications, procedures and contract interpretations.

## 5.0 CONSTRUCTION CONTRACT ADMINISTRATION

5.1 The CMC shall further the development of CFX's Construction Project Administration Manual (CPAM) for use and implementation by each CEI which addresses: documentation and monitoring of construction activities that assures CFX the provisions of the Construction Contract(s) are being reasonably fulfilled; continuity of involvement of CFX's GEC and Engineer of Record in submittal reviews, document interpretations, and construction observations to verify that the requirements of the Construction Contract are being reasonably met; a structure for the Construction Contractor to organize project procedures and ensure a common understanding of the lines of communication among all participants; claims/disputes identification, notification, documentation and resolution. The reporting relationships and responsibilities of CFX, the GEC, the Engineer of Record, the CEI, the CMC, and the Construction Contractor shall be clearly identified in the Manual. The Manual shall be reviewed and, if needed, updated at least once every six months, with consideration given to; updated specifications, CEI and Contractor input, lessons learned documentation submitted with project closeouts, analysis of areas consistently noted as needing improvement during project quality assurance reviews, and evolving technology being implemented by CFX and by CEIs at the project level. As part of this process, all forms on the CFX website will be reviewed and updated to maintain consistency with current specifications and procedures.

5.2 The Construction Project Administration Manual shall be further developed and shall include, as a minimum, the following sections:

- Communications between Construction Contractor and CFX, GEC, Engineer of Record, CEI and CMC

- Document control including filing system and appropriate forms
- Meeting templates including preconstruction conferences, progress meetings, pre-installation conferences, and closeout conferences
- Submittals including logs and files, submittal processing, preconstruction submittals, construction submittals, and construction closeout submittals
- CEI procedures and reporting
- Construction document interpretations and modifications
- Owner direct purchase materials procedures
- Claims and disputes (with Disputes Resolution Board process)
- Measurement and payment including schedule of values, progress payments and liquidated damages
- Supplemental Agreement and Work Order procedures
- Independent assurance/quality assurance/quality control
- Project closeout
- Post-construction activities
- Feedback system

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

the Manual shall be considered final and distributed to all CEI consultants. The Emergency Response Manual will be updated yearly and provided to the Director of Construction no later than May 1 for review and comment. Upon finalization of any yearly revisions, the Emergency Response Manual will be distributed to all CEI consultants. Yearly distribution should be completed prior to the start of hurricane season. Contact information contained in the Manual shall be continually updated as part of the CEI on-boarding and the Construction Contract preconstruction process.

- 5.4 The CMC will be responsible for reviewing all updates to the FDOT standard specifications, to include DCE Memos, and recommending updates to the CFX Director of Construction for exclusion or incorporation into the CFX Specifications, Special Provisions and Technical Special Provisions. The reviews will be performed biannually, to coincide with the FDOT January and July specification updates.

## 6.0 INDEPENDENT ASSURANCE SERVICES

- 6.1 Geotechnical Engineering and Construction Materials Testing services will be provided by CFX under separate contract(s). CFX's geotechnical/materials testing consultant, under the direction of the CMC, will perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated into the project are in conformity with the plans, specifications and contract provisions.
- 6.2 The CMC shall verify that the minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variations are met.
- 6.3 The CMC shall verify that the CEI is accurately tracking sampling and testing and is following the appropriate procedures in the event of failing test results.
- 6.4 The CMC shall verify the CEI is providing appropriate surveillance of the Construction Contractor's Quality Control activities at the project site and is performing verification sampling at the specified frequency.

## 7.0 COST ESTIMATES AND SCHEDULING

- 7.1 The CEI will be responsible to review, evaluate, and make recommendations to CFX on cost estimate information associated with claims, proposal requests, schedule of values, payment requests, change orders, allowance distribution, stored materials, reduction or release of



retainage, final payment, CEI Invoices, payment of Construction Contractor debts and claims. The CMC shall disseminate the information and make final recommendations to CFX.

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

## 8.0 UTILITY/ENVIRONMENTAL COORDINATION

- 8.1 The CEI will be responsible to coordinate activities between affected utilities and the Construction Contractors. The CMC shall act as facilitator and expeditor between environmental permitting agencies and CFX, the GEC, the Engineer of Record, and the Construction Contractors.
- 8.2 The CEI will be responsible to coordinate utility relocation construction including, but not limited to: scheduling and conducting preconstruction meetings; monitoring relocations; inspecting relocation construction work performed by utility contractors when such relocation is covered by reimbursement agreements with CFX. The CMC shall provide oversight and recommendations to the CEI.
- 8.3 The CMC shall provide support to the CEI for the investigation, handling and disposal of hazardous materials.

## 9.0 CLAIMS/DISPUTES EVALUATION AND RESOLUTION

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

## 10.0 INDEPENDENT ASSURANCE OF QUALITY CONTROL REQUIREMENTS

- 10.1 The quality of workmanship required for each construction project is established in the construction contract documents. Construction specifications define the qualitative requirements for products, materials and workmanship upon which the construction contract is based. Tolerances are specified for certain construction items. In the absence of a specified tolerance, industry standards should be used.

- 10.2 The CEI will be responsible to develop, prepare and implement a process to review, evaluate and enforce the qualitative requirements of the construction specifications. The intent and goal of the process will be to assure that defects are avoided from the beginning of the work.
- 10.3 The CMC shall provide independent assurance to CFX that the CEI's process to review and evaluate qualitative requirements established by the construction specifications is being applied consistent with good engineering practices and that enforcement measures, if required, are sufficient and timely enough to assure compliance by the Construction Contractor and the final product.
- 10.4 The CMC shall update the CFX IA Manual upon NTP and a minimum of once yearly thereafter to ensure all references and required procedures are up to date and in accordance with the most current implemented specifications. All IA forms and checklists will be updated to reflect the most current specifications and uploaded to the cfxway.com website.

#### 11.0 SURVEY

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

#### 12.0 PLAN REVIEWS

- 12.1 At the 90%, 100% and bidding phases of the design of roadway and bridge construction projects, the CMC shall perform constructability review of plans and provide suggestions/recommendations including but not limited to: pay item descriptions, pay item notes, project limits, specification refinements, maintenance of traffic notes and phasing, matters of potential conflict and/or lack of clarity.
- 12.2 During construction, the CEI will be responsible to review construction phasing, maintenance of traffic, detour sequencing, equipment clearances, appropriate dimensions and tolerances. The CMC shall evaluate the CEI's review comments and make suggested changes/revisions if appropriate.

#### 13.0 CMC'S OFFICE AND EQUIPMENT

- 13.1 The CMC shall establish a central office for core staff and administration personnel within CFX's Headquarters building. CFX will provide office space to the CMC including desks, chairs, tables, bookcases, file cabinets, calculators, personal computers with software and printers, telephones, copy machines, fax machine and electronic equipment. The CMC shall execute a Zero Dollar Lease with CFX covering the office space to be provided.

- 13.2 Individual field offices for the CEI's resident engineers and staff will be established by the CEI based on the Construction Project Administration Manual.
- 13.3 Expenses for operation of the CMC's office such as stamps, postal costs, permits, inspections, survey books, etc., will be the responsibility of the CMC.
- 13.4 The CMC shall furnish equipment including vehicles, tolls, tools, cell phones, etc., to carry out its responsibilities as required by this Scope of Services.
- 13.5 All equipment and supplies mentioned herein and other articles of the Contract furnished by the CMC shall remain the property of the CMC.
- 13.6 The CMC shall retain responsibility for risk of loss or damage to its office content, furnishings and equipment during performance of the Contract.

#### 14.0 OTHER SERVICES

- 14.1 The CMC shall, upon written authorization by CFX, perform any additional services not otherwise identified in the Contract as may be required by CFX in connection with the projects. The following items are not included as part of the Contract but may be required to supplement the CMC's services under the Contract.
  - 14.1.1 The CMC shall, upon review, approval and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
  - 14.1.2 The CMC shall, upon written request by CFX, assist in preparing for Dispute Resolution Board meetings, arbitration hearings or litigation that occur during the term of the Contract in connection with the projects covered by the Contract.
  - 14.1.3 The CMC shall, upon written request by CFX, provide qualified-engineers, architects, technicians and other personnel, as required, to serve as witnesses, provide exhibits and otherwise assist CFX in any litigation or arbitration hearings in connection with the project contracts.
  - 14.1.4 The CMC shall, upon written request by CFX, provide off- site inspection services.

## 15.0 POST CONSTRUCTION CLAIMS REVIEW

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

## 16.0 TERM OF CONTRACT

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. The Contract term will be three (3) years from the date established in the notice with options to extend the Contract for two 1 year periods. Exercise of the options may be made at the discretion and election of CFX by CFX providing written notice of its exercise to the CMC at least 90 days prior to the expiration of the initial three year Contract Term and the first and second option periods if applicable. If the CMC can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of the option would be inequitable, the CMC may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the CMC receives CFX's notice of intent to exercise the option. The CMC shall provide to CFX within that same 30 day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the CMC may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the CMC are agreed to by CFX, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the CMC's proposed revisions, CFX will not exercise the option to extend the Contract.

END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM  
#3**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

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

DATE: September 8, 2022

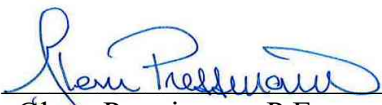
SUBJECT: Approval of Incentive and Milestone Achievement Payment to SEMA  
Construction, Inc. for SR 528/SR 436 Interchange Improvements & SR 528  
Widening SR 436 to Goldenrod  
Project 528-143; Contract 001614

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The SR 528/SR 436 Interchange Improvements & SR 528 Widening SR 436 to Goldenrod Signature Project contract contains special provisions detailing an incentive-disincentive graduated scale based on timing of project completion and a project milestone bonus work payment. The contractor completed the contract 180 days prior to the expiration of the original contract time. The provision provides an incentive payment in the amount of \$2,700,000.00. In addition, the "Special Provision Day 300" milestone was achieved which required added capacity to eliminate recurring morning congestion by contract day 300, resulting in the milestone bonus work payment of \$150,000.00.

Board approval of an early completion incentive and milestone achievement bonus work payment in the amount of \$2,850,000.00 is requested.

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

Reviewed by:   
Glenn Pressimone, P.E.  
Chief of Infrastructure

**ORIGINAL**

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
SEMA CONSTRUCTION, INC.**

**PROJECT OF CRITICAL CONCERN**

**SR 528 / SR 436 INTERCHANGE IMPROVEMENTS  
AND SR 528 WIDENING FROM SR 436 TO  
GOLDENROD ROAD**

**PROJECT NO. 528-143  
CONTRACT NO. 001614**

**CONTRACT DATE: FEBRUARY 13, 2020  
CONTRACT AMOUNT: \$106,520,000.00**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

**FOR**

**PROJECT OF CRITICAL CONCERN**

**SR 528 / SR 436 INTERCHANGE IMPROVEMENTS AND SR 528 WIDENING FROM  
SR 436 TO GOLDENROD ROAD**

**PROJECT NO. 528-143  
CONTRACT NO. 001614**

**FEBRUARY 2020**



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	Attachment A	ATT-1 to ATT-9
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P	PROPOSAL	P-1 to P-12
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4

**Attached compact disk contains the following and are incorporated herein**

TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-14
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-71
	(See Special Provisions Table of Contents for listing of each special provision.)	

Addendum No. 1  
Addendum No. 2  
Addendum No. 3

Plans

## CONTRACT

This Contract No. 001614 (the "Contract"), made this 13<sup>th</sup> day of February 2020, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and SEMA Construction, Inc., of 6200 Hazeltine National Dr., Suite 100, Orlando, FL. 32822, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project 528-143, SR 528 / SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 882 calendar days. The Contract Amount is \$106,520,000.00. This Contract was awarded by the Governing Board of CFX at its meeting on February 13, 2020.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

DATE: 3/12/2020

By:   
Signature

Steven C. Mills

Print Name

Corporate Vice President

Title


ATTEST: Patricia D. Kinsella

DATE: March 3, 2020



Approved as to form and execution, only.

General Counsel for CFX



## MEMORANDUM OF AGREEMENT

### PRE-AWARD MEETING REVIEW OF PLANS, SPECIFICATIONS AND DOCUMENTS DATE: FEBRUARY 11, 2020

This PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING MEMORANDUM ("Memorandum") for the SR 528 / SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod, as a Project of Critical Concern, Project No. 528-143 is made and entered this 11<sup>th</sup> day of February 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Authority"), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963 and the apparent successful responsive bidder, SEMA Construction, Inc. ("Contractor"), a Florida corporation with offices at 6200 Hazeltine National Drive, Suite 100, Orlando, FL 32822. (Individually, Party and collectively, Parties)

#### WITNESSETH THAT:

WHEREAS, the Authority will enter into an agreement with Contractor to construct Project No. 528-143 ("Project") pursuant to the execution of this Memorandum;

WHEREAS, the Authority has solicited the services of the Contractor to provide labor, equipment and materials ("Services") to construct Project No. 528-143 and the Contractor has agreed to provide such Services in accordance with its bid tendered January 28, 2020;

WHEREAS, the Section generally consists of the construction of the 528-143 which includes providing all labor, materials, equipment and incidentals necessary to construct the project, which includes the following: demolition of the existing bridges for SR 436 bridges over SR 528, the SB SR 436 bridge over Ramp B-2, construction of seven (7) new bridges at the following locations: Ramp A-2 over SR 528, SR 436 over SR 528 (NB & SB), SB SR 436 over ramp B-2, Ramp B-2 over northbound SR 436, Ramp B-2 over SR 528, and Ramp C-2 over SR 528. Also included is widening SR 528 to provide six (6) general use lanes through the interchange area as well as an auxiliary lane eastbound to Goldenrod Road and westbound to Conway Road. Work also includes utility relocation/coordination, drainage, grading, paving, signage, striping, lighting, ITS and other incidentals necessary for the proposed improvements. *Contract Time is 882 calendar days.*

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

NOW, THEREFORE, the Parties mutually agree as follows:

#### 1. PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS

A meeting was held on Tuesday, February 11, 2020 between 1:30 p.m. and 4:00 p.m., in accordance with Article 3.4, Page GS-44, Pre-Award Meeting. The meeting is intended to review and discuss Errors or Omissions to the following:

- Invitation to Bid,
- Instructions to Bidders,
- General Specifications,
- Technical Specifications,
- Special Provisions,
- Technical Special Provisions,
- Contract and Public Construction Bond
- Addenda 1, 2, and 3.
- Plans

1. Roadway & TTCP
2. Signing & Pavement Marking
3. ITS
4. Lighting
5. Aesthetics
6. Existing Structures
7. Structures
8. Utility Work

The purpose of the meeting was to address all questions or differences in interpretations of the documents and to provide clarifications.

The meeting also provides 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.

The Contractor's key personnel together with the Authority's representatives, as identified in Attachment A, List of Attendees attended this meeting.

## 2. PROCEDURES

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

## 3. ITEMS DISCUSSED AND AGREED TO

### **Contractor's Items for Discussion / Review:**

1. Emergency Road Repair: Regarding payment under Repair Items under emergency conditions; SEMA indicates they have included the premium costs only under emergency base repair and not base repair. 334-1-3BR & BRC: Utilize BR item is planned; BRC is for emergency. Team will strive to work in planned mode, and it is noted the BRC item includes only the premium costs of work performed; therefore PI quantities will be considered for the emergency conditions.
2. Regarding Temporary Sheeting; SEMA explains they will be pursuing an alternate to the temporary sheeting; however, they are prepared to construct that depicted in plans.
3. Regarding Temporary Shoring and Wire Walls; some of these temporary wall interface with permanent walls in manner that may accommodate an alternate approach wherein the temporary will be supplemented with a permanent façade for final wall consistent with plan. SEMA explains they will be pursuing an alternate but are prepared to construct per plan. The Engineer did recommend timely submission of any alternate contemplated. CFX/CEI recommend conducting the mandatory CSIP at earliest convenience.
4. Regarding use of coarse aggregate; at locations where there was a separation of wall from pond, SEMA did not anticipate use of coarse aggregate to be required at locations where pond is separated from the face of wall. Plan MSE walls are centered within stepped planter walls, and/or separated from direct contact with water by maintenance berms; therefore, use of coarse aggregate wouldn't be necessary. The

Engineer is requested to confirm or clarify what minimum separation of wall from pond water would need to be.

5. Attenuator Repairs: The contract provides little guidance to cost of repairs to 3<sup>rd</sup> party damage to attenuators. If it's an Attenuator depicted by TTCP Plan, reimbursement is typically accommodated by specification. Attenuators present due to Contractor's means and methods would not be considered.

Plan Sheet PI Note 102-1 last paragraph stipulates "Repairs to crash cushions placed by the Contractor that are not shown in the TTCP shall be considered incidental to this Pay Item". TS 102-9.9 obligates restoration of crash cushions where damaged by traveling public but is silent to compensation for repairs of attenuators.

Language included on past specifications include: "The Contractor will be reimbursed by the CFX for the cost to repair attenuators damaged through no fault of the Contractor or its forces or subcontractors at the actual cost of materials (documented by cost breakdown acceptable to the CEI) plus a 20% markup".

It was agreed that "third party damage to attenuators depicted in the plans or directed to be installed by CFX, will be reimbursed by the CFX for the cost to repair attenuators damaged through no fault of the Contractor or its forces or subcontractors at the actual cost of materials (documented by cost breakdown acceptable to the CEI) plus a 20% markup". Similarly, consideration may be considered for certain attenuators introduced, with prior approval by CFX to its placement and with predetermined duration, to accommodate access to work zones. The described conditions do not supersede or conflict with PI Note 102-1 last paragraph.

6. SEMA indicated they will be submitting for some TTCP lane width adjustments at loop ramps. RFI anticipated for review. Adjustment described would be similar to that conducted on past similar project.
7. AT&T Utility Work Schedule: SEMA anticipates AT&T (E/W) work to be conducted during procurement period. It is noted, the second UWS pertains to the N/S utility and is anticipated to transpire into construction phase. Team will initiate coordination with Utility to ensure their relocation efforts transpire much within the material procurement phase of the project. The UWS during CFX Project Construction calendar days would begin upon notice to the Utility of the NTP date for this construction contract.
8. For backfill between median walls SEMA anticipated common fill and are not aware of restrictions. The requirements will be reviewed and clarified. Given that area will be landscaped by other contract; backfill suitable for plant growth is intent. CFX will identify any backfill requirements; such as PH, organics and / or permeability; SEMA will advise to material cost variance (if any).
9. SEMA indicated they are studying lane positioning in Phase 1 and Phase 2 westbound direction. It was noted, CFX did study this during planning/design phase prior to letting. SEMA will provide additional information for detail and review; Team work group to be conducted to build awareness of history of planning to date regarding phasing.
10. Jack & Bore, pressure testing will be reviewed. SEMA anticipates requesting FDOT spec adjustment being considered, that would accommodate reduced pressure. CFX will consider request submitted.
11. SEMA will be requesting further discussion pertaining to purpose and consideration of design associated with Pond G. They are considering pursuit of Contractor modification. Meeting to be conducted to provide information to permit and drainage requirements of the project. SEMA is prepared to construct per plan.
12. Discussed pile cutoffs – See Tech Specs; and will work to manage cutoffs as the work is progressing.
13. Mowing, Maintenance activities – will begin at start of construction, not procurement period.
14. SEMA is evaluating use of existing decks as part of haul routes for navigating one side or other. CFX would consider this Contractor means and methods; TCP requirements would need to be complied with.
15. SEMA did not anticipate removal of all landscaping, just that necessary.
16. SEMA intends to pursue incentive early completion. CFX advised the Contractor is obligated to overcome challenges to achieve incentive. Although incentive date wouldn't fluctuate, should contract time be

extended, the disincentive date would adjust.

17. Survey of Existing Asphalt Pavement – parties will meet to review information available and validated. SEMA will then evaluate their approach to obtaining cross slope compliance to plans for review and consideration.

#### **CEI's Items for Discussion / Review:**

**The following is a list of contract provision. This list was provided with intent to spur discussion on items where necessary from those in attendance on any items where review and discussion is pertinent. Items where discussions were made include summary of those discussions.**

#### **1. REVIEWING INSTRUCTIONS TO BIDDERS:**

IB (1). Defined Terms

IB (2). Bid Plans

IB (3). Examination of Contract Docs and Site

It was responsibility of each Bidder to examine thoroughly the Documents, Visit the Sites and conditions that may affect cost, progress or performance of the work.

Submission of Bid constitutes representation by Bidder that Bidder has complied with every requirement of Article 4.

IB (4). Availability of Lands for Work, etc.

IB (5). Interpretations and Addenda – all questions responded to in writing.

IB (6). Bid Security

IB (7). Substitute and “or Equal” Items

Contract award will be on basis of materials and equipment described in the drawings or specified in the Specifications without consideration of substitution or “equal to” items. Consideration of substitutions will not be considered until after execution.

IB (8). Bid Form

IB (9). Submission of Bids

IB (10). D/M/WBE Participation objective is 15% as clarified by Addendum.

Contractor submitted the P7 Forms as required.

IB (11). Modification and Withdrawal of Bids

IB (12). Opening of Bids

IB (13). Bids to Remain Subject to Acceptance

Bids will remain subject to acceptance for ninety (90) days after the day of the bid opening. CFX may release bid and return bid security prior to (in its sole discretion)

IB (14). Award of Contract

If awarded, it will be awarded to the Successful Bidder whose evaluation by CFX indicates to CFX that the award will be in the best interests of the Project. Notice will be provided within ninety (90) days after the day of bid opening.

Prior to contract becoming binding on CFX, the Escrow of Bid Records shall have been timely implemented to secure Successful bidder's Bid Records.

- IB (15). Contract Security (Public Construction Bond)
- IB (16). Prebid Meeting
- IB (17). Pre-Award Meeting (today)
- IB (18). Signing of Contract discusses process of execution.
- IB (19). Sales and Use Taxes

## 2. GENERAL, TECHNICAL AND SPECIAL PROVISIONS:

### i) The General Specifications (GS)

- 1) Article 1.1, page GS-1, the General Specifications are intended for use on all construction projects awarded by the Authority. However, each Article, sub-article or paragraph of the General Specifications may not be relevant or applicable to every project. Following are GS provisions applicable to the Work and reviewed herein for awareness.
- 2) In Definitions, sub-article 1.3.41, page GS-6, defines Standard Specifications: **Division 1** of the FDOT Standard Specifications is not included in the definition and is not a part of the Contract Documents.
- 3) Please Review Article 2.3.6 for CSIPs (GS-19); the Authority considers CSIPs in a manner that strictly conforms the requirements of these provisions. **The bid was to be based upon the work and materials as depicted in the plans.**
- 4) Please Review Article 3.2; page GS-42 which provides Governing order of documents.
- 5) Please Review Article 3.4; page GS-44, concerning the **Pre-Award Meeting**.
- 6) Please Review 3.9, page GS-53, semi-Final Inspection, Substantial Completion, Final Inspection and Final Acceptance. Until Final acceptance, the Work shall be under the charge and custody of the Contractor. (& GS 5.13)
- 7) Please review Article 3.10 concerns auditing and examination of Contract/Bid Records. Escrow of Bids & Article 3.11 regarding **Escrowing Contractor's Bid Records**. (See also SP-5)
- 8) Please review Article 3.12; page GS-57, concerning Prevailing Party Attorney Fees.
- 9) Please Review Articles 4.1.3.1 FDOT Approved Product Lists, installation certification and warranty requirements, Page GS-60. Products on the APL are still subject to final approval and acceptance by CFX. **Bid the Details and Products depicted in Plans.**
- 10) Please review sub-article 5.1.1 & 5.2, page GS-64, the **CFX will acquire environmental permits for all final improvements**. The Contractor is responsible permits for construction means and methods. See also SP-17
- 11) Please review Article 5.4, Right-of-Way Furnished by CFX; all **R/W necessary for permanent works will be furnished by CFX**. Contractor will be responsible for access to areas outside R/W necessary to accommodate temporary works. See IB 4.0.
- 12) Please review Article 5.9; page GS-69, concerning Preservation of Property and use of streets and roads.
  - a) GS 5.9.3.4 Video tape of haul routes
  - b) Please review Article GS 5.9.6 regarding **Utility adjustments**.
    - (i) **UWS AT&T** (2 UWS E/W & N/S): (See also Addendum 02 for UWS): SEMA seeks that



notice required to get the precedents clock underway. Meeting with AT&T will be scheduled.

(ii) OUC: J&B's and adjustments to water lines. Utility Work by Highway Contractor Plans.

- 13) Please review Article 5.10, Responsibility for Damages, Claims, etc.
- 14) Article 5.11; page GS-78, concerning **insurance requirements**. Please note the type of insurance required and outlined in sub-articles 5.11.1 through 5.11.8.
- 15) Article 5.12 Contract Bond (**Public Construction Bond**) required.
- 16) Article 5.18 Dredging and Filling, obligations to obtain certificate of registration from FDEP.
- 17) Article 5.22; page GS-85, regarding Tolls and Access. **Contractor shall pay tolls**. Access the Project by existing ramps. No access will be allowed through R/W fence.
- 18) Article 5.25 Public Records.
- 19) Article 5.26 Inspector General, cooperate and comply with 20.055(5) FS.
- 20) Articles 6.1 concerning Subletting. (GS-89) the Contractor shall perform not less than 50% of the total Contract amount less the total amount for "Specialty Work".
- 21) Article 6.3, page GS-91, concerning Prosecution of Work and particularly sub-articles 6.3.3 concerning submission of schedules and section 6.3.2 pertaining to adjacent projects.
- 22) Please Review Article 6.4, Limitations of Operations, page GS-109

- (i) See also SP-7 CCTV (FO) & Hwy Lighting One Time Locates, SP-10 Lane Rental Fees; SP-12 Roadside/Slope Mowing; SP-14 Maintenance of Facilities.

SEMA noted that there's an existing camera that may not have a remedy for adjusted location on interim basis. Refer to IT-61 for temporary.

- 23) Please review Article 6.7 Contract Time, GS 114:
  - i) **(SP-1) Time - 882 calendar days** for Final Completion; 852 Days for Substantial
  - ii) **(SP-2) Flexible Start:** NTP will be provided within 30 days of execution. A period of 120 Days will be provided for procurement activities. Charging of Contract time will begin when this period ends or when the work begins; whichever is earlier.
  - iii) **(SP-3) Incentive/Disincentive:** maximum incentive/disincentive per payout scale in SP. Based upon condition precedence's established: a) early/late completion (final acceptance) and b) Contractor waive, release and acknowledge satisfaction per SP. Total incentive payment (or disincentive deduction) shall not exceed \$2,700,000.00 (up to 180 days). (See also discussion above under Contractor section pertaining to time extensions and adjustment to disincentive date)
  - iv) **(SP-4) Project Milestones:** Complete Phase 2A and establish traffic pattern for Phase 2 SR 528 WB Sta. 708+00 to 795+00 (TCP M-143 to M-155) by Contract Day 300. Bonus incentive payment of \$150,000
  - v) Sub-article 6.7.3; page GS-115, concerning Adjusting Contract Time and the circumstances under which the Authority may consider an extension of time.
  - vi) **No adjustments for WEATHER (6.7.3) nor for HOLIDAYS (6.6.4)**
- 24) Maintaining Satisfactory Progress, please review Section 6.8.1, as it relates to retainage due to unsatisfactory progression of the work. **Familiarize oneself with the thresholds of \$/%time comparison to planned progress** and actuals as you prepare cost loaded schedule. Some coordination with this specification to that of the CPM cost loading will be necessary. Discussion ensued with various scenarios: A CPM for authorized completion with cost loading to that. Working

to the early completion would then not trigger retainage. A CPM for early completion and then adjusting that cost loading in prorated manner to the authorized completion. Additional discussion and considerations will be necessary for consensus.

- 25) Please Review Article 6.10, Liquidated Damages for Failure to Complete the Work, in conjunction with **SP-1**:
  - i) LDs for Substantial Completion (Day 852) = \$25,000 per day.
  - ii) LDs for Final Completion (882 Days) = \$5,000 per day.
- 26) Please Review Article 6.13; page GS-121 concerning **Express Warranty** for period within 1 year after final acceptance.
- 27) Please Review Article 7.2, Scope of Payments: **Fuel and Bit** adjustments. Fuel Table provided Addendum 2; see also SP-8.
- 28) Please review Article 7.6.1 Partial Payment, & **retainage beyond 75% completion**. See also **SP-6**, which accommodates at sole discretion of CFX Bi-Monthly Progress Payments.
- 29) Please review Section 8, GS 139, concerning D/M/WBE Participation.
- 30) Please review Section 9; page GS-146, concerning Binding Arbitration.
- 31) Please review Article 10.1, page GS-148, concerning Partnering, the CFX will arrange for & pay the direct costs of Partnering workshops. No separate compensation will be paid to the Contractor to attend the partnering meeting.
- 32) Please Review Article 10.2, Disputes Resolution and Attachment A, Disputes Review Board Three Party Agreement, discussing the establishment of the Disputes Review Board. Board compensation was adjusted by Addendum.

ii) **TECHNICAL SPECIFICATIONS:**

Pages TS-1 through TS-14 provides adjustments to the FDOT Specifications 2019. Please review.

TS 2.1 Mobilization

TS 2.2 Maintenance of Traffic

TS 2.3 Prevention, Control, and Abatement of Erosion and Water Pollution

TS 2.21 replace language of 455-5.17.1, Pile Cutoffs, wherein CFX will retain ownership of cut-off sections from authorized lengths that are greater than 10 feet. The Contractor will take possession of sections that are 10 feet and less, remove and dispose them. This was discussed and will be resolved at time of work.

TS 2.25 adjust language of 548 (Retaining Wall Systems), wherein the use of R-3 geosynthetic reinforcement in the structural backfill of MSE walls and segmental block MSE retaining wall (SBW) systems are not permitted. Also, makes adjustment for sub-articles 548-2.6.2 (Compacted Select Backfill), 548-11 (Method of Measurement, CFX shall reduce payment of walls that do not comply with 548-8.4 Wall Erection), and 548-12 (Basis of Payment).

TS 2.28 insert new Section 600, **ITS Technician Certification Qualification** Requirements: Please review, this relates to personnel qualification requirements. See also SP-28

TS 2.30 insert new section 603A, **Continuous Operation of Existing ITS** Equipment, attach at the end of these Technical Specifications.

TS 2.31 Insert new Section 611A, **ITS Device Acceptance Procedures**, attached at the end of these Technical Specifications. Please review.

- TS Articles 612 through 686 pertaining to ITS/Electrical work.
- CFX is particular about ITS/Lighting elements, please familiarize yourselves with the requirements.

TS 2.46 insert new Section 700 Signing, attached at the end of these Technical Specifications, including TS 2.60 Section 994 Retro-reflective Sheeting.

TS 2.47 Insert new Section 712, Preformed Patterned Retroreflective Tape (PPRT)

TS 2.49 Insert new Section 740, Wrong Way Driving System

TS 2.50 adjust language of section 992-1, General, to adjust the following sub articles:

- 992-1.2 (Luminaires, Driver), 992-1.3 (Conductors), 992-1.7 (Conductor Splices), 992-1.9.6 (Surge Protection Device), 992-2.2 (Bases), 992-2.5 (Luminaire Cable), 992-2.6 (In Line Fuse Holders), 992-2.7 (Surge Protection Devices for Circuit Protection at Poles), 992-2.8.1 (General), 992-2.8.2 (Testing and Performance Criteria), 992-4.1 (General), 992-4.2 (Conductors), 992-5.1 (Luminaires) and 992-5.2 (Conductors). Please review all necessary changes.

### iii) **SPECIAL PROVISIONS:**

- 1) SP-1 TO SP-4 Contract Time, Substantial Completion, Liquidated Damages Flexible Time, Incentive/Disincentive and Project Milestones.

**Previously discussed.**

- 5) SP-5 Escrow of Bid Records
- 6) SP-6 Bi-Monthly Progress Payments, previously discussed.
- 7) SP-7 CCTV and Highway Lighting Locates and protection

It is a **Contractor responsibility to protect and locate all existing CFX owned ITS infrastructure and highway lighting within the project limits at their cost.**

- 8) SP-8 Fuel Adjustment (&Bit) previously discussed

CFX provided estimated quantity for diesel and gasoline worksheet as part of Addendum 2

- 9) SP-9 Revisions to FDOT Standard Plans 700-020 and 700-030.

Please review changes outline in SP-9 and make these revisions.

- 10) SP-10 Lane and Ramp Closure Restrictions: stipulates an assessment of \$1000 / lane/ramp/minute not open by times required.

- 11) SP-11 Demolition of existing Structures

Contractor is required to submit their demolition plan for review and approval. Plan operations to prohibit any material bigger than 6" in diameter from free falling to the inactive roadway, ramp, or travel way.

- 12) SP-12 Roadside and Slope Mowing: Please understand the importance this issue is to the Authority.

The Authority is sensitive to the condition of their facility (and construction projects) and how the

condition impacts their customers and neighbors. The maintenance provisions will be strictly enforced. This applies to all roads and R/W within project limit.

Confirmed maintenance obligations would not apply until construction starts.

- 13) SP-13 Noise Ordinance Compliance – although near the airport, please consider proximity to eagle nest as consideration.

- 14) SP-14 Maintenance of Temporary Facilities and Roadway: requires litter removal, maintaining existing lighting levels, station identification stakes, temporary pavement ride quality provisions, and TTCO response provisions to maintenance requests of devices.

Regarding Lighting: given this project is mixture of high mast and conventional; maintaining operations of the high mast until conventional replacing same are functional will be a consideration towards maintaining similar illumination to the existing conditions.

- 15) SP-15 Claims by third Parties

Please review provisions of SP-15 for procedures addressing third party claims arising out of Contractor's work or conduct on this Contract.

- 16) SP-16, Direct Materials Purchase Option: There will be materials the Authority will consider for Direct Materials Purchase such as **beams, piling, sign structures, girders and wall panels**; etc.

- 17) SP-17, Permit Conditions, comply with all conditions of issued permits:

- SFWMD permit modification (Addendum 1 & 2) It is noted these are two separate permits; a permit boundary graphic was also provided as part of the addendum.
- USFWS Short-Term Eagle Incidental Take (provided by Addendum 4, short listing process)

- 18) SP 18 to 25 pertain to Sign, Sign Sheeting (incl. Warranty), 3M Certified Fabricator Qualifications & painting of sign structure uprights.

- 26) SP-26 Graffiti Removal, Contractor shall remove graffiti on new or existing structures within 48 hours after notification by CEI.

- 27) SP-27 Videotaping of Existing Drainage Systems. Video existing drainage within project limits that is designated to remain.

- 28) SP-28 ITS Work Prequalification.

- 29) SP-29 and SP-30 pertain to timing of Fence installation, Maintaining existing Fence and Repairs to existing Fence. Some coordination with AAF will be needed SE quadrant of interchange.

- 31) SP-31 Concurrent Construction Contracts: AAF/Virgin Trains, SR 528 Projects to East, FTE Projects to West.

- 32) SP-32 Cross Slope Requirements (Paved Surfaces); QA/QC requirements, please review, as the requirements are strict.

- 33) SP-33 Cross Slope Correction (Milled Surface). Determine existing cross slopes of paved surfaces prior to milling. Submit plan to CFX (CEI) demonstrating how deficient slopes will be corrected to meet proposed. Consider, mill to specified slope; pave at uniform thickness.

- 34) SP-34 Use of Material Transfer Vehicle for FC

- 35) SP-35 Vibratory Compaction (**Static Compaction**): Only static rollers and "jumping jacks" are

allowed for compaction of backfill in trenches.

- 36) SP-36 Roadway Repair Contingency. (See discussion in Contractor section)
- 37) SP-37 MOT for Roadway Repair Contingency. (See discussion in Contractor section)
- 38) SP-38 Existing Lighting Assessment: Perform a thorough review and documentation from the lighting load center to each light pole and every associated electrical pull box to determine what deficiencies exist and may need to be corrected prior to the installation of any new LED light fixtures.

This relates to existing lights intended to remain but are being retrofitted to LED fixtures.

- 39) SP-39, Anti-theft wire devices: required at locations as described by SP and for conduit runs below ground greater than 50 LF.
- 40) SP-40 Temporary Shoring: It is Contractor's responsibility to identify the need for Temporary Shoring beyond the temporary critical designed and depicted in plans.
- 41) SP-41 Utility Work Schedules
  - Utility Work Schedule for AT&T was attached to Addendum 1 & 2.
  - City of Orlando WRD, OCU, OUC Electric, & TECO No Conflict Letters
  - OUC Water Specifications provided; Utility Work by Highway Contractor Plans.

OUC has accepted construction costs as required by the JPA agreement. The Utility may seek adjustments to the work; and is presently evaluating considerations to those options. OUC, CFX and SEMA considerations will be necessary for all parties for any change contemplated.
- 42) SP-42 Cast Stone Ornaments. Please review the requirements.
- 43) SP-43 Salvaged Materials
- 44) SP-44 Precast Concrete Panels (Architectural). Please review the requirements.
- 45) SP-45 Sealants and Caulking. Please review the requirements.
- 46) SP-46 (Addendum 2) OUC Water Specifications are attached at the end of SPs.

### 3. ADDENDUM

**Addendum 1: This addendum consists of 136 pages with the following attachments:**

i) Changes to the Plans:

**Deleted Plan Sheet Nos.** 3-10, 80-81, 89, 92, 291, 295, 637-644, 654, 663, 667, SQ-01, SQ-05, SQ-11, SQ-18 – SQ-21, SQ-31 – SQ-32, M-1 – M-4, M-10, M-48 – M-49, M-256, M-309, M-312, M-313, S-1, S-2, S-3A, S-4, S-4A, S-5A, S-6A, S-7A, S-8, S-8A, S-14, S-29, S-37, S-59, S-71, S-73, S-77, S-87, S-130, S-131, IT-3 – IT-16, IT-19, L-3 – L-12, L-13B, L-26, AP-04, AP-05, BQ-03, BW-06, and B2-4.

**Inserted revised Plan Sheet Nos.** 3-10, 80-81, 89, 92, 291, 295, 637-644, 654, 663, 667, SQ-01, SQ-05, SQ-11, SQ-18 – SQ-21, SQ-31 – SQ-32, M-1 – M-4, M-10, M-48 – M-49, M-256, M-309, M-312, M-313, S-1, S-2, S-3A, S-4, S-4A, S-5A, S-6A, S-7A, S-8, S-8A, S-14, S-29, S-37, S-59, S-71, S-73, S-77, S-87, S-130, S-131, IT-3 – IT-16, IT-19, L-3 – L-12, L-13B, L-26, AP-04, AP-05, BQ-03, BW-06, and B2-41.

**Inserted NEW Plan Sheet Nos.** M-312A, S-74A, and S-88A attached to this Addendum.

ii) Revised Technical Specification Section 102, Maintenance of Traffic

iii) Inserted SP for: The South Florida Water Management District (SFWMD) permit

iv) Revised General Specification Section VI, DRB Payment, Subsection 'A' - Payment in its entirety

v) Questions 1-18 highlights below:

- Q1 - D/M/WBE objective is 15%.
- Q2 – clarified dimensions B2-41
- Q3 - Clarified that Precast traffic railing on MSE walls will be permitted.
- Q4 – pertained to costs of pavement markings within MOT LS; Costs for removal within MOT.  
*Please also note table within 102-10 pertains to type of marking to use.*
- Q5 - pertained to quantities of Temporary and permanent sheet piles. Confirmed quantity provided on PS BQ-03 is correct for 455-133-2 and 455-133-3.
- Q6 – Confirmed to base bids upon bid plans provided to shortlisted firms.
- Q7 - clarified that area between the median shoulder barrier walls will be landscaped through a separate contract.
- Q8 - clarified that the dashed median barrier is intended to show a future condition referring to plan sheets for existing features to be removed. (Sheet 89-Plan Sheet 13 indicates removal of exist guard rail in median, EB inside shoulder to be removed, sod area on WB inside shoulder Sheet 21-typical section no 4 indicates existing median barrier wall. Existing condition is guardrail as shown on plan view)
- Q9 & 12 - clarified that the bridge structures in this contract do **not** require Builders Risk Insurance.
- Q10 - clarified that **no** Railroad Insurance needed to work adjacent to the Bright Line/Virgin Trains ROW.
- Q11 - confirmed that “Buy America” provisions will **not** apply for material sourcing (particularly, Steel) for this project.
- Q13 – sought guidance to wall removal details for existing NB SR 436 south abutment MSE Wall. Reviewer directed to see PS BW-20.
- Q14 - clarified that Gravity/Planter walls at SB 436 over Ramp B-2 are included in bid item 110-4-1.

- Q16 – CFX provided copy of electronic CADD and Terrain files as informational purposes only.
- Q17 - clarified that the beam grating is shown in the AESTHETICS Plan set.
- Q18 - confirmed that SFWMD Permit is available and referenced in Special Provisions.

**Addendum 2: Adjusted bid opening from January 21 to January 28, 2020 and consists of the following attachments:**

- i) Inserted Trench Safety Compliance Statement
- ii) Revised Bid Form
- iii) Changes to the Plans:

**Deleted Plan Sheets Nos.** 1-2, 4-5, 29, 60-61, 64, 84-85, 88-89, 323-367, M-003, S-130, S-131, BQ-01, B1-45, B2-60, B3-31, B3-39, B4-59, B6-33, BW-06, BW-10, BW-11, BW-27 and BW-197.

**Inserted revised Plan Sheet Nos.** 1-2, 4-5, 29, 60-61, 64, 84-85, 88-89, 323-367, M-003, S-130, S-131, BQ-01, B1-45, B2-60, B3-31, B3-39, B4-59, B6-33, BW-06, BW-10, BW-11, BW-27 and BW-197.

Inserted NEW Plan Sheet 1A.

- iv) Changes to Special Provisions:

- Inserted the SFWMD minor permit modification and permit boundaries map
- Inserted Fuel Adjustment worksheet
- Inserted the AT&T Utility Work Schedules
- Revised Special Provision section SP-46 OUC Water Improvements, OUC General Project Requirements:
  - New Section 01015, Project Requirements attached
  - New Section 01060, Permits attached
- Added the following items to Section 02015, Part 1, 1.3, B
  - Casing, Casing Spacers, Jack and bore pit locations, Jack and bore sheeting and shoring design, MOT Plan
- Adjusted language for Section 02665, Part 3, B, 17
- Inserted Section 15056, Ductile Iron Pipe attached
- Insert Section 15100, Valves and Operators attached

- v) Questions 1-23 highlights below:

- Q1 - clarified that Non-metallic straps are not allowed to be used on this project. Wall have been updated to type 2B, revised plan sheets attached
- Q2 - Referred reader to changes of plans for leveling pads near wall RW1-2, PS BW-27.
- Q3 – provided update to soil reinforcement lengths to avoid need to interpolate.
- Q4 - provided clarification to station ranges BW-11 RW 7-1
- Q5 - clarified that Retaining Wall System, Permanent-Widening, Attached to Existing Wall” is located at the following locations along SR 528. See sheets BW18-BW20:
  - Proposed MSE Wall RW2-1 is attached to Existing MSE Wall RW-2
  - Proposed MSE Wall RW2-2 is attached to Existing MSE Wall RW-4
  - Proposed MSE Wall RW3-2 is attached to Existing MSE Wall RW-4
- Q6 provided clarification to pipe quantities
- Q7 - clarified discrepancy between plan sheets PS-84 and 58 confirming that pipe is 18” running from S-183A to S-183
- Q8 - confirmed that no cost should be included in this contract in reference to the “Future Jacking

Details” for all the bridges which includes the jacking plates and jacks.

- Q9 – inquired to how payment will be made for following items. Reply deferred to unit on bid form, which are also indicated below:
  - PIs 110-3, 110-4-1, 460-2-1, 460-2-2 Units are LS
  - PI 400-143 Unit is SF
- Q10 - clarified that the measurements for Structural Steel, Carbon and Low Alloy provided in the plans are only an engineer’s estimated quantity. This is the Lump Sum item. The quantities provided are for Contractor use but may not include all items necessary, such as connection plates, by the fabricator for the lump sum total.
- Q11 – refers reader to clarification in plans for quantity of PI 400-147 Composite Neoprene pads.
- Q12 – referred reader to changes in plans for clarification of mill and resurface / full depth reconstruction for the inside shoulder.
- Q13 - clarified that no temporary glare screens are anticipated for this project. The existing glare screens should remain intact until contractor is ready to replace with opaque visual barrier along McCoy Road/Frontage Road west of the interchange. The existing permanent glare screens installations east of the interchange are to remain.
- Q15 – inquired to whether wall on Sheet 606, Ramp D-2 would be compensated under 455-133-2. Payment for the wall is not included under PI 455-133-2 since it does not meet the criteria set forth in the FDOT design guidelines.
- Q16 - clarified that the cost of sign structure foundations is included in the cost of the sign structure. Note 3 on Sheets S-130 and S-131 was updated to state that the cost of mass concrete shall be included in the cost of the overhead sign structure.
- Q17 - reiterated that no haul routes crossing ramps will be permitted.
- Q18 - clarified that design high water elevations (DHW) are listed on the pond detail sheets typical sections as 25 YR/24 HR STAGE EL. and 100 YR-24 HR STAGE EL. Question referred to Specification 548-2.6 which stipulates coarse backfill to elevation at least one foot above DHW shown in plans. (Refer to Contractor discussion above)
- Q19 – on PS M003, inquired to allowable hours for Detours for other types of work other than Beam Setting; along SR 528. The response adjusted note to include restriction for activities listed under overhead work, option 4 of standard plans 102-600
- Q20 clarified that the existing decks to be demolished consist of a composite of precast panels and cast in place decks. The precast panels can only be viewed from below.
- Q21 pertains to steel box girders clarifying that the top lateral bracing connection at the diagonals and strut showing welded connections between the WT brace/strut and the gusset plate were detailed to avoid potential conflicts with stay in place forms. Shop bolted connections could be used at the Contractor’s expense, however, this would require re-design (at the Contractor’s expense), as well as review and approval by CFX of the connections and verification that conflicts with the stay in place forms can be avoided.
- Q22 – pertained to BW193-195 and BW-197 seeking update to Anchor and Wall Schedule for appropriate pricing of anchors. BW-197 was updated.
- Q23 - confirmed that all existing glare screen devices west of the interchange to be considered as salvage Materials. Contractor shall coordinate delivery to the CFX Maintenance yard off of McCoy Road with the CEI.

**Addendum 3: This addendum consists of 12 pages with the following attachments:**

i) Revised Bid Form

ii) Questions 1-13 highlights below:

- Q1 - tabulated TTCP Temp Shore Towers offsets behind temporary barrier; seeking confirmation of adequacy to traffic control protections. Response referred to Steel Girder Erection Note 2 on Sheet B-16 of the Structures set states that the contractor needs to determine the details of traffic



protection for the temporary towers in accordance with the specification and TTCP. Temporary tower dimensions shown in the design plans are approximate, the contractor and erection engineer will need to determine the means and methods of temporary supports.

- Q2 - clarified that the Base Repair detail limits for SR 528 from STA 788+00 to STA 794+00 East bound, per SR 528 Typical Section No. 4, apply to the entire limits of the proposed mainline lanes. The proposed inside shoulder milling and resurfacing is not included as part of the detail.
- Q3 - clarified what is included in the 1,291.7 tons of RAP as basis of payment. Price and payment will be full compensation paid per tonnage of RAP, which includes all labor, equipment, materials, and incidentals to be paid under pay item no. 334-1-3BR. Maintenance of traffic for the roadway repair will be included under pay item no. 102-1, LS. See sheet 302 in the roadway plans for additional details.
- Q4 - clarified that PI 630-2-16, "Conduit, F&I, Embedded Concrete Barriers and Traffic Railings" covers the conduits for the junction slabs and bridge. They shall be considered incidental to the superstructure concrete for bridges and junction slab for walls.
- Q5 - clarified that the form liner treatment is required for pay items 521-8-7 and 521-8-8 "Concrete Barrier, With Junction Slab, 36" and 42" respectively.
- Q6 specified that all details for the MSE wall storm pipe penetrations should be provided by the wall manufacturer through the shop drawing process.
- Q7 - clarified that pipes shown to cross sheet piles will either be removed or are below the pile tip.
- Q8 - confirmed that the jack and bore steel casing is the carrier pipe.
- Q10 - confirmed that no cap or sod will be required on top of the backfill material with no concrete or misc. asphalt cap at the proposed shoulder barrier running along the CL of 528 that depicts regular embankment.
- Q11 - clarified that PI400 143, "Cleaning & Coating Concrete Surface, Class 5" includes all existing traffic barriers in the project, see "SURFACE FINISH DETAILS" sheets for additional information.
- Q12 - provided clarification to pay items for Concrete Class I & II End walls.
- Q13 - provided clarification to pay items for Bedding Stone required for rubble rip rap, per specification 530-3.4

**4. UTILITIES (UWS):**

- See Discussion above under SP-41

**5. QUALIFICATION PACKAGE RISK ITEMS (Qualification submittal pp D-26):** In review of the qualification package, the Contractor discussed Owner/Contractor risks within that submittal; and their approach to managing identified risk items. Since shortlisting; are there any items described below, as included within the qualification package that merits further discussion during this meeting?

Owner Risks – extra work, design changes, R/W or Permitting.

Contractor Issues: suppliers, subcontractors, weather, special events. Will pursue work in multiple areas, extended work hours; apply manpower/equipment to project needs.

- a. Fabrication & Erection Steel box Girders – plan with numerous suppliers for thoroughly researched proposals for confidence in delivery.
- b. Jack & Bores – contact well-known and respected underground contractors.
- c. Detailed MOT Plans – Coordinate with location of shoring of towers
- d. Plan for requirements of Walls
- e. Erosion Control & endangered species – Contractor knowledge of existing system and flows, including that from Lake Conway

Discussion: See above Contractor discussion.

## 6. Bid/Pay Item Review:

- From Engineer's balanced bid review; below are Pay Items of work where bid item unit price/total varies significantly from average. This list was reviewed with no concerns expressed beyond those comments noted:

PI 104-20 Erosion Control LS – Significant variance to low side in comparison to averages and to 2<sup>nd</sup> place bidder.

PI 110-3 Removal of Existing Structures – confirmed awareness to SP-11.

PI 110-4-1 Removal of Existing Walls - Variance to high side in comparison to averages and to 2<sup>nd</sup> place bidder.

PI 334-1-3BR Roadway Base Repair - Significant variance to low side in comparison to averages and to 2<sup>nd</sup> place bidder. (See above under Contractor Discussion)

PI 400-147 Composite Neoprene Pads – (Addendum 2, Q11 clarified plan/quantity); Significant variance to high side in comparison to averages and not as significant to 2<sup>nd</sup> place bidder.

PI 455-133-2 Sheet Piling Steel, Temp Critical, bid unit costs of \$1 per SF varies from all other bidders. Significant variance to low side in comparison to averages and to 2<sup>nd</sup> place bidder. (Refer to above discussion under Contractor discussion)

PI 460-2-1 Structural Steel Carbon varies by \$3.9M on averages but compares more favorably to 2<sup>nd</sup> place bidder. Significant variance to low side in comparison to averages but higher than 2<sup>nd</sup> place bidder.

PI 561-1 Painting for Coating Existing Str. Steel Significant variance to low side in comparison to averages but higher than 2<sup>nd</sup> place bidder.

ITS Pay Items variances were reviewed, no concerns expressed.

## 7. PLANS

- Roadway
  - Clearing and Grubbing:
    - All R/W fence within the project limits must be removed and replaced with **Type-B black vinyl coated fence**. (See also SP29 & SP 30)
  - Embankment:
    - **Static Compaction** is stipulated for this project.
  - Subsoil Excavation
    - SR 528 and SR 436 NB: Evaluate your sequencing, drainage, wall and earthwork operations this area.
  - Drainage
    - Submit a drainage control plan prior to construction to insure positive drainage and continuity of existing drainage system. (TCP Note 17)
    - All storm drains Class III RCP unless otherwise noted in plans. (General Note 13)
  - Asphalt Construction
    - See also SP-32 to SP-37
      - Cross Slopes Requirements and QA/QC
      - Cross Slopes Corrections Milled Surface
      - Use of transfer Vehicle

- Static Compaction
  - Roadway Repair Contingency and associated MOT
  - Provide a 25ft transition for shoulders between FC-5 and FC-12.5
  - Evaluate your lift sequences to maintain positive drainage, and ride compliance. Temporary pavements are straight-edged per Section 330 of GS; each lift of permanent is straight-edged and verified for cross slopes.
- Maintenance of Traffic:
  - All costs & incidentals are included in the MOT LS.
  - The Contractor must to prepare and submit an incident management plan prior to installing temporary barrier wall. Submit barrier opening locations for review (TCP Note 8)
  - Contractor may submit alternative traffic control plan for CFX approval. Any revised MOT plan must be designed, signed and sealed by Florida PE, qualified in Advanced MOT. (TCP Note 2)
  - Contractor must **coordinate** TCCP and detours with all adjacent projects, **Orange County, GOAA, & AAF.**
  - The Contractor must develop and submit for CFX approval a traffic protection safety system (TPSS) for the planned work. Plan to be developed by PE licensed in Florida.
- Utility Adjustments:
  - Please review the Utility Adjustment Plans, and Work Schedules and consider these as you develop work sequences.
  - Contract #528-143-01 (SR 528 / SR 436 OUC EAST JACK & BORE JPA) is in acquisition at this time. The intent is to install 30in J&B steel casing for the OUC water line (east of interchange) prior to construction.
  - All Aboard Florida (AAF) easement must be kept clear of all construction equipment, personnel, material, and construction debris.
  - Locate, verify location, vertical elevation of existing utilities, and protect/avoid all other underground utilities and communication cables. Provide temporary utility adjustment if needed.
- Environmental Compliance/Erosion Control
  - Contractor to prepare and submit a site-specific erosion and sediment control for CFX approval, then submit to SFWMD.
  - PI 104-20 Erosion Control is Lump Sum. PI includes initial installation as well as replacements and maintenance and subsequent phase installation.
  - Contractor obligated to obtain the dewatering permit from SFWMD.
  - Please Review Technical Specifications (TS 104):
    - Contractor to comply with NPDES; Limit amount of exposed earth; Control and monitor turbidity
  - SP-17 requires compliance with permit conditions; GS 3.3 stipulates as-built and certification requirements of ponds.
- Structures
  - Coordinate operations with existing utilities.
  - Due to proximity of work to active airport, the Contractor is advised to obtain local permits necessary for the work associated with their means and methods; an example would be FAA/GOAA permits for crane (or similar type equipment) activity (GS 5.2).
  - Bridge 5: Ramp C2 over SR 528. Plan indicate primary and secondary Eagle Nesting Zones. The Eagle permit has been secured and is was provided. Last year, eagles fledged from the nest. At this time, it should be assumed there is activity in the nest. Although much of the bridge may be outside activity restricted zones from proximity to eagle's nest, some equipment positioning may become within the outer radius zone from the nest. A workgroup meeting will be scheduled

with the GEC permit coordinator for Team's understanding of work/permit restrictions near the nest.

- Walls
  - Includes MSE, CIP Retaining, Temporary Critical, Temporary Retaining and Temporary Wire Mesh Walls (See also above under Contractor discussion pertaining to adjustments under consideration by Contractor for pursuit)
  - All MSE Walls should use 5x5 panels only.
  - All architectural precast concrete components, connections, and foundations shall be designed by a Specialty Engineer and be in accordance with the latest edition of the Florida Building Code.
  - Note, Contractor to evaluate their temporary sheeting/shoring needs
  - Contractor indicated they are considering pursuit of precast for planter walls (non-curved sections). This was a consideration to the plans, but not depicted. CFX would be open to consideration provided it does not affect or deviate from deliverable intended by plan.
- Signing and Pavement Marking
  - Sign Structure Upright Painting. Payment will be incidental to new structure installation; existing uprights under pay item.
  - Sign panel fabricator shall be authorized 3M certified fabricator. (SP-23)
  - Top mounted luminaires are not allowed, except for Ex-OT-2, OT-1, and OT-2. (S&M general Note 28)
  - Existing signs removed shall become the property of the Contractor. (S&M General Note 16)
  - Overhead Guide Signage must be maintained during construction providing clear and positive guidance to the CFX/GOAA Customers. Advance guide signing required prior to opening ramp (TTCP Signing Note 1)
  - Vegetation shall be cut back or be relocated to provide adequate site distance for all overhead and ground mounted signs. Payment will be incidental to sign assembly.
  - PPRT Marking along mainline and ramps.
  - RPMS to be placed along entire length of the project, mainline and ramps.
  - Existing pavement markings and RPMs shall be completely removed and replaced on all concrete bridge decks. Payment is incidental to PI 400-145.
- Lighting
  - Maintain Existing Lighting at existing light levels
    - Plan approach to maintain operations of existing lighting (SP-14 & TTCP Lighting Note 1). Lighting work extends onto side streets including Goldenrod. Adjust all advance warning signage and devices to comply with FDOT indexes 102-612 and 102-670.
    - Spare conduit shall be installed at all mainline pavement crossings.
    - Locate and protect existing CFX owner buried lighting electrical lines.
    - CFX specifies use of Copper Keeper devices
    - See also discussion under SP-38 above.
- FON
  - For ITS Work, use pre-qualified contractor/subcontractor. Please also review the TS 2.28, as the Authority has introduced additional personnel qualification requirements for those conducting the work.
  - The existing, temporary, and permanent FON. Contractor to maintain continuous operations of the Fiber Optic Network at all times.
  - CFX has updated their grounding details for electrical and fiber optic components. Anticipate complying with those details.
  - Installation of WWD systems at Goldenrod Interchange.

8. OTHER

Targeting start procurement NTP approximately middle to end of March.

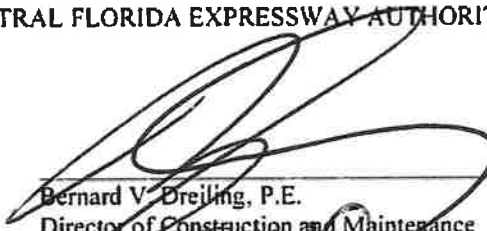

## EXECUTION

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

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

SEMA Construction Inc.

By:

  
Justin Oakes  
Vice President, Southeast at SEMA Construction, Inc.


  
Patricia Linsell  
Witness

**CONSENT AGENDA ITEM  
#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 10, 2022

SUBJECT: Approval of Contract Award to Chinchor Electric, Inc. for  
SR 408 Lighting Upgrades and Lighting Monitoring System (LMS)  
Project No. 408-167, Contract No. 001925

An Invitation to Bid for the above referenced project was advertised on June 19, 2022. Four (4) responses were received by the July 28, 2022 deadline.

Bid results were as follows:


	<u>Bidder</u>	<u>Bid Amount</u>
1.	Chinchor Electric, Inc.	\$4,829,406.03
2.	United Signs & Signals, Inc.	\$4,946,128.31
3.	Traffic Control Devices, LLC	\$5,655,655.00
4.	Highway Safety Devices, Inc.	\$8,333,528.20

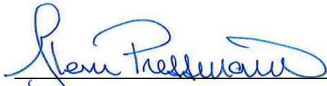
The engineer's estimate for this project is \$4,222,202.16. Included in the Five-Year Work Plan is \$5,000,000.00.

The work consists of providing all labor, materials, equipment and incidentals necessary to upgrade the roadway lighting to LED and implement a Lighting Monitoring System (LMS) along SR 408 between I-4 and SR 417.

Board award of the contract to Chinchor Electric, Inc. in the amount of \$4,829,406.03 is requested.

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

Reviewed by:  On behalf of  
Dana Chester, PE  
Director of Engineering

  
Glenn Pressimone, PE





# **CONTRACT**

The logo for the Central Florida Expressway Authority. It features the words "CENTRAL", "FLORIDA", and "AUTHORITY" in a dark blue, serif, all-caps font. The word "EXPRESSWAY" is in an orange, sans-serif, all-caps font. The text is centered between two horizontal orange bars.

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

**AND**

**CHINCHOR ELECTRIC, INC.**

**SR 408 LIGHTING UPGRADES AND  
LIGHTING MONITORING SYSTEM (LMS)**

**PROJECT NO. 408-167, CONTRACT NO. 001925**

**CONTRACT DATE: SEPTEMBER 08, 2022**

**CONTRACT AMOUNT: \$4,829,406.03**

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

Contract No. 001925

# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

**FOR**

**SR 408 LIGHTING UPGRADES AND LIGHTING MONITORING SYSTEM (LMS)**

**PROJECT NO. 408-167, CONTRACT NO. 001925**

**SEPTEMBER 2022**

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## CONTRACT

This Contract No. 001925 (the "Contract"), made this 8<sup>th</sup> day of September 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Chinchor Electric, Inc., of 1460 South Leavitt Ave., Orange City, FL. 32763, 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. 408-167, SR 408 Lighting Upgrades and Lighting Monitoring System (LMS), as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 365 calendar days. The Contract Amount is \$4,829,406.03. This Contract was awarded by the Governing Board of CFX at its meeting on September 08, 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  
\_\_\_\_\_  
Aneth Williams  
Print Name

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

CHINCHOR ELECTRIC, INC.

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

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

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

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_  
\_\_\_\_\_  
Diego “Woody” Rodriguez  
Print Name

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# 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 multi-span 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

\*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 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 =  $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$ .

(2) Allowable Hourly Operating Cost =  $\text{Hourly Operating Cost} \times 100\%$ .

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate =  $\text{Allowable Hourly Equipment Rate} \times 50\%$ .

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 both. 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.



(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

- Bridges with an individual span longer than 300 feet.
- Structurally continuous superstructures with spans over 150 feet.
- Steel box and plate girder bridges.
- Steel truss bridges.
- Concrete segmental and longitudinally post-tensioned continuous girder bridges.
- Cable stayed or suspension bridges.
- Curved girder bridges.
- Arch bridges.
- Tunnels.
- Movable bridges (specifically electrical and mechanical components).
- Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

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 following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

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. Each page shall be numbered consecutively for the series and the page 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 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 page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, .... 12 of 12).

All documents shall be 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 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.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

#### 3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

#### 3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 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, 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 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 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 day 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.

3.1.4.7.2 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.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

#### 3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

- (1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)
- (2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.
- (3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)
- (4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)
- (5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)
- (6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).
- (7) Any other information pertinent to the Contractor's proposed scheme or intentions.



The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

### 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.

3.3.1 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: <http://www.motadmin.com/find-a-training-provider.aspx>

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 policies 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:**

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

**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.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	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](mailto:publicrecords@CFXWay.com), and 4974 ORL Tower Road, Orlando, FL. 32807).**

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

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

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

### 6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

**Baseline Schedule:** The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

**Contract Completion Date:** Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

**CPM:** Critical Path Method of scheduling.

**Critical Path:** Defined as the Longest Path.

**Early Dates:** The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

**Excusable Delay:** As defined in subarticle 6.7.3.1.

**Adjustments to Contract Time.**

**Extra Work:** Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

**Lag:** An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

**Late Dates:** The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

**Longest Path:** In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

**Negative Total Float:** Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

**Planned Dates:** Also called early and late dates.

**P6:** The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

**Preliminary Schedule:** The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

**Revised Baseline Schedule:** The Baseline Schedule shall only be revised with the approval of CFX.

**Total Float:** Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater than the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

**Time Impact Analysis:** If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

**Updated Baseline Schedule:** Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

**Weather Event:** As defined in 6.7.3

#### 6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

**Schedule Content:** Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

**Scheduling Costs:** All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

**Utility Coordination, Permits and Licenses:** Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

**Required Labeling of all Correspondence and Associated Documents:** All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

#### 6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

**Written Narrative:** The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

**Geographical Layout of the Project:** The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

**Contractor's Oral Presentation:** At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

**Updating the Preliminary Schedule:** The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

**Retainage for Non-Submittal:** If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

**6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules:** The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.



**Schedule Submittal Deadlines:** The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

**Retainage for Non-Submittal:** If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

**Milestones:** Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

**Measurement of Progress:** As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.  
Production Pile installation per bent per structure.  
Drilled shaft installation per pier per structure.  
Pile caps per bent per structure.  
Footings per pier per structure.  
Columns per pier per structure.  
Caps per pier per structure.  
End bents per structure.  
Beam or girder erection-span by span per structure.  
Diaphragms.  
Deck placement-span by span per structure.  
Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).  
Utility relocation work by utility and by stationing and roadway.  
Clearing and grubbing by stationing and roadway.  
Excavation by stationing and roadway.  
Embankment for each abutment location.  
Embankment placed for each roadway by stationing and roadway.  
Drainage by run with stationing and roadway.  
Box Culvert or other large Pre-cast structure with stationing and roadway.  
Reinforced Earth Wall leveling pad per bent per structure.  
Reinforced Earth Wall per bent per structure.  
Reinforced Earth Wall Coping per bent per structure.  
Retaining walls by stationing and roadway.  
Stabilization/Subgrade by stationing and roadway.  
Limerock Base by stationing and roadway.  
Asphalt Base by stationing and roadway.  
Curb and Gutter by stationing and roadway.  
Structural Pavement (asphalt and/or concrete) by stationing and roadway.  
Bridge approach slabs per bridge and roadway.  
Guardrail by stationing and roadway.  
Slope pavement or riprap by stationing and roadway.  
Roadway lighting by stationing and roadway.  
Signing for each sign structure by stationing and roadway.  
Striping by stationing and roadway.  
Traffic signals by stationing and roadway.  
Topsoil, sodding, seeding and mulching by stationing and roadway.  
Landscaping by stationing and roadway.  
Architectural Treatments.  
Sound Walls.  
Fiber Optic

Concrete Removal and Replacement.  
Milling and Resurfacing.  
Ponds.  
Planter Walls.  
Photovoltaic systems.  
Integration of Photovoltaic and ITS systems.  
Burn-In periods.  
Tolls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Details window under “Project must finish by”.

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a “start no earlier than” constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
  - FS -Finish to start
  - SS -Start to start
  - FF -Finish to finish
  - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a “Start On or After” (Early Start) date or “Finish On or Before” (Late Finish) date equal to the “Start No Earlier Than” or “Must Finish By” date specified in the Contract, except as specified below. The Contractor’s use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as “Start On” or “Finish On” for the purpose of manipulating float or the use of schedule constraints that violate network logic such “Mandatory Start” or “Mandatory Finish” will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

- A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

#### 6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for

activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

#### 6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains progress.
6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.

Project Description.

Contract Resident Engineer.

Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.



Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.

Changes in Activity Predecessors, Successors, Relationship Type, and Lags.

Changes in Activity Resource Assignments.

Changes in Activity Cost Loading.

Changes in Activity percent completion.

Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

- A. Activity ID number
- B. Description of activity
- C. List of pay items included in activity including:

1. Pay item number
  2. Pay item description
  3. Quantity of pay item to be applied
  4. Unit measure of pay item
  5. Unit-price of pay item
  6. Total price for pay item to be applied
  - D. Total revenue loading of activity (Sum of "C")
5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
  6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
  7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:
 

Contractor name  
 The complete CFX Project number  
 The four character P6 project number  
 Data Date in format -> "01JAN15"  
 Volume number \_ of \_ total volume numbers (e.g., 1 of 5, 2 of 5)
  8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.
- 6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.

The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

#### 6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
  - A. The Contractor performed Extra Work that met all of the following conditions:
    1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
    2. The Extra Work delayed the Contract Completion Date.
    3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
  - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:

1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.
2. The Contractor took every reasonable action to prevent the delay.
3. The delay impacted one or more activities on the current CPM schedule longest path.
4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

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 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 or;
  - 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;
  - l. 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.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel 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 for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15<sup>th</sup> of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14<sup>th</sup> of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15<sup>th</sup> of each month, at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - .95 P_b)$  during a period of decreasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$  during a period of increasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month “b” when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15<sup>th</sup> of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14<sup>th</sup> of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd<sup>2</sup> per inch.

7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.

- 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:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 50 .....	None
50 to 100 .....	5% of value of Work completed exceeding 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 paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving 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 produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
- (b)
  - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
  - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
  - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
  - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and

supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. 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 - PARTNERING AND DISPUTES RESOLUTION

### 10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

### 10.2 Disputes Resolution

#### 10.2.1 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.

#### 10.2.2 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.

#### 10.2.3 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.

#### 10.2.4 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.

#### 10.2.5 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.

#### 10.2.6 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.

#### 10.2.7 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.

#### 10.2.8 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**

**THIS THREE PARTY AGREEMENT (“Agreement”)** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”)**, \_\_\_\_\_ (**“Contractor”**) and the **DISPUTES REVIEW BOARD (“Board”)**, consisting of three members: \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (**“Members”**).

WHEREAS, CFX is now engaged in the construction of the \_\_\_\_\_, and

WHEREAS, the \_\_\_\_\_ contract (**“Contract”**) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

#### **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. Procedures. 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. Furnishing Documents. 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. Site Visits. 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. Board Consideration of Disputes or Claims. 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. Miscellaneous Board Responsibilities. 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. Board Member Replacement. 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. Contract Related Documents. 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. Coordination and Services. 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. Payment.

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. Inspection of Costs Records. 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 EXPRESSWAY AUTHORITY**

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

**BOARD:**

**DISPUTES REVIEW BOARD**

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

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

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

**CONTRACTOR:**

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

## **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  
#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 19, 2022

SUBJECT: Approval of Contract Award to Ranger Construction Industries, Inc. for  
SR 528 Over Farm Access Road 1 Bridge Removal  
Project No. 528-757, Contract No. 001936

An Invitation to Bid for the above referenced project was advertised on July 17, 2022. Six (6) responses were received by the August 18, 2022 deadline.

Bid results were as follows:


	<u>Bidder</u>	<u>Bid Amount</u>
1.	Ranger Construction Industries, Inc.	\$ 7,778,937.86
2.	Southland Construction, Inc.	\$ 8,059,999.99
3.	Granite Construction Company of California	\$ 8,187,500.00
4.	SEMA Construction, Inc.	\$ 8,440,000.00
5.	Hubbard Construction Company	\$ 9,393,525.61
6.	Masci General Contractor, Inc.	\$13,569,762.18

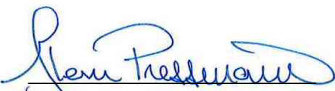
The engineer's estimate for this project is \$8,002,342.68. Included in the Five-Year Work Plan is \$7,020,000.00.

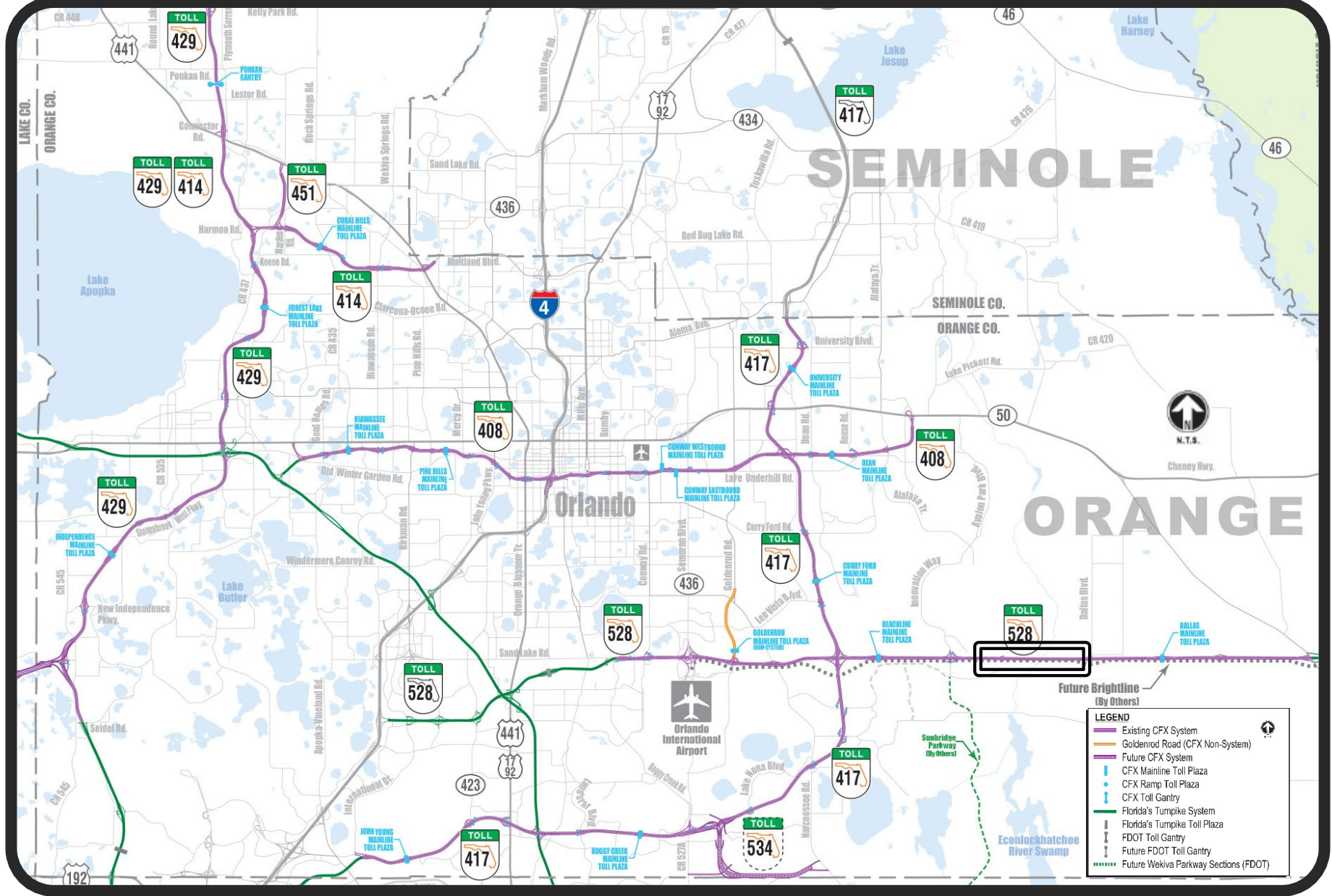
The work to be performed includes providing all labor, materials, equipment and incidentals necessary to remove the SR 528 bridges over Farm Access Road 1.

Board award of the contract to Ranger Construction Industries, Inc. in the amount of \$7,778,937.86 is requested.

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

Reviewed by:  On behalf of  
Dana Chester, PE  
Director of Engineering

  
Glenn Pressimone, PE



Project Location Map for  
SR 528 Over Farm Access Road 1 Bridge Removal (528-757)

# **CONTRACT**

The logo for the Central Florida Expressway Authority. It features the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a serif font. "EXPRESSWAY" is in orange, while the other words are in black. The text is flanked by two horizontal orange bars.

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

**AND**

**RANGER CONSTRUCTION  
INDUSTRIES, INC.**

**SR 528 OVER FARM ACCESS  
ROAD 1 BRIDGE REMOVAL**

**PROJECT NO. 528-757, CONTRACT NO. 001936**

**CONTRACT DATE: SEPTEMBER 08, 2022**

**CONTRACT AMOUNT: \$7,778,937.86**

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



Contract No. 001936

# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

**FOR**

**SR 528 OVER FARM ACCESS ROAD 1 BRIDGE REMOVAL**

**PROJECT NO. 528-757, CONTRACT NO. 001936**

**SEPTEMBER 2022**

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## CONTRACT

This Contract No. 001936 (the "Contract"), made this 8<sup>th</sup> day of September 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Ranger Construction Industries, Inc., of 1200 Elboc Way, Winter Garden, FL. 34787, 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. 528-757, SR 528 Over Farm Access Road 1 Bridge Removal, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 395 calendar days. The Contract Amount is \$7,778,937.86. This Contract was awarded by the Governing Board of CFX at its meeting on September 08, 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  
\_\_\_\_\_  
Aneth Williams  
Print Name

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

RANGER CONSTRUCTION INDUSTRIES, INC.

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

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

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

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_  
\_\_\_\_\_  
Diego “Woody” Rodriguez  
Print Name

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# 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 multi-span 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

\*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 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 =  $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$ .

(2) Allowable Hourly Operating Cost =  $\text{Hourly Operating Cost} \times 100\%$ .

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate =  $\text{Allowable Hourly Equipment Rate} \times 50\%$ .

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 both. 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.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

- Bridges with an individual span longer than 300 feet.
- Structurally continuous superstructures with spans over 150 feet.
- Steel box and plate girder bridges.
- Steel truss bridges.
- Concrete segmental and longitudinally post-tensioned continuous girder bridges.
- Cable stayed or suspension bridges.
- Curved girder bridges.
- Arch bridges.
- Tunnels.
- Movable bridges (specifically electrical and mechanical components).
- Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

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 following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

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. Each page shall be numbered consecutively for the series and the page 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 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 page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, .... 12 of 12).

All documents shall be 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 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.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

#### 3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

#### 3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 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, 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 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 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 day 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.

3.1.4.7.2 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.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

#### 3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

- (1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)
- (2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.
- (3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)
- (4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)
- (5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)
- (6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).
- (7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

### 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.

3.3.1 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: <http://www.motadmin.com/find-a-training-provider.aspx>

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 policies 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:**

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

**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 may be satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	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](mailto:publicrecords@CFXWay.com), and 4974 ORL Tower Road, Orlando, FL. 32807).**

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

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

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

### 6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

**Baseline Schedule:** The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

**Contract Completion Date:** Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

**CPM:** Critical Path Method of scheduling.

**Critical Path:** Defined as the Longest Path.

**Early Dates:** The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

**Excusable Delay:** As defined in subarticle 6.7.3.1.

**Adjustments to Contract Time.**

**Extra Work:** Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

**Lag:** An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

**Late Dates:** The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

**Longest Path:** In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

**Negative Total Float:** Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

**Planned Dates:** Also called early and late dates.

**P6:** The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

**Preliminary Schedule:** The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

**Revised Baseline Schedule:** The Baseline Schedule shall only be revised with the approval of CFX.

**Total Float:** Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater than the most negative float in the CPM. The Contractor

will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

**Time Impact Analysis:** If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

**Updated Baseline Schedule:** Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

**Weather Event:** As defined in 6.7.3

#### 6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

**Schedule Content:** Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

**Scheduling Costs:** All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

**Utility Coordination, Permits and Licenses:** Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

**Required Labeling of all Correspondence and Associated Documents:** All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

#### 6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

**Written Narrative:** The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

**Geographical Layout of the Project:** The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

**Contractor's Oral Presentation:** At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

**Updating the Preliminary Schedule:** The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

**Retainage for Non-Submittal:** If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

**6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules:** The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

**Schedule Submittal Deadlines:** The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

**Retainage for Non-Submittal:** If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

**Milestones:** Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

**Measurement of Progress:** As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.  
Production Pile installation per bent per structure.  
Drilled shaft installation per pier per structure.  
Pile caps per bent per structure.  
Footings per pier per structure.  
Columns per pier per structure.  
Caps per pier per structure.  
End bents per structure.  
Beam or girder erection-span by span per structure.  
Diaphragms.  
Deck placement-span by span per structure.  
Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).  
Utility relocation work by utility and by stationing and roadway.  
Clearing and grubbing by stationing and roadway.  
Excavation by stationing and roadway.  
Embankment for each abutment location.  
Embankment placed for each roadway by stationing and roadway.  
Drainage by run with stationing and roadway.  
Box Culvert or other large Pre-cast structure with stationing and roadway.  
Reinforced Earth Wall leveling pad per bent per structure.  
Reinforced Earth Wall per bent per structure.  
Reinforced Earth Wall Coping per bent per structure.  
Retaining walls by stationing and roadway.  
Stabilization/Subgrade by stationing and roadway.  
Limerock Base by stationing and roadway.  
Asphalt Base by stationing and roadway.  
Curb and Gutter by stationing and roadway.  
Structural Pavement (asphalt and/or concrete) by stationing and roadway.  
Bridge approach slabs per bridge and roadway.  
Guardrail by stationing and roadway.  
Slope pavement or riprap by stationing and roadway.  
Roadway lighting by stationing and roadway.  
Signing for each sign structure by stationing and roadway.  
Striping by stationing and roadway.  
Traffic signals by stationing and roadway.  
Topsoil, sodding, seeding and mulching by stationing and roadway.  
Landscaping by stationing and roadway.  
Architectural Treatments.  
Sound Walls.  
Fiber Optic



Concrete Removal and Replacement.  
Milling and Resurfacing.  
Ponds.  
Planter Walls.  
Photovoltaic systems.  
Integration of Photovoltaic and ITS systems.  
Burn-In periods.  
Tolls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Details window under “Project must finish by”.

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a “start no earlier than” constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
  - FS -Finish to start
  - SS -Start to start
  - FF -Finish to finish
  - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a “Start On or After” (Early Start) date or “Finish On or Before” (Late Finish) date equal to the “Start No Earlier Than” or “Must Finish By” date specified in the Contract, except as specified below. The Contractor’s use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as “Start On” or “Finish On” for the purpose of manipulating float or the use of schedule constraints that violate network logic such “Mandatory Start” or “Mandatory Finish” will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

- A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

#### 6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for

activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

#### 6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains progress.
6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.

Project Description.

Contract Resident Engineer.

Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.

Changes in Activity Predecessors, Successors, Relationship Type, and Lags.

Changes in Activity Resource Assignments.

Changes in Activity Cost Loading.

Changes in Activity percent completion.

Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
  - B. Key to identify all components in the bar chart and CPM.
  - C. Key to identify all the abbreviations used.
4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:
    - A. Activity ID number
    - B. Description of activity
    - C. List of pay items included in activity including:

1. Pay item number
  2. Pay item description
  3. Quantity of pay item to be applied
  4. Unit measure of pay item
  5. Unit-price of pay item
  6. Total price for pay item to be applied
- D. Total revenue loading of activity (Sum of "C")
5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
  6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
  7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:
    - Contractor name
    - The complete CFX Project number
    - The four character P6 project number
    - Data Date in format -> "01JAN15"
    - Volume number \_ of \_ total volume numbers (e.g., 1 of 5, 2 of 5)
  8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.
- 6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.



The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

#### 6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
  - A. The Contractor performed Extra Work that met all of the following conditions:
    1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
    2. The Extra Work delayed the Contract Completion Date.
    3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
  - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:

1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.
2. The Contractor took every reasonable action to prevent the delay.
3. The delay impacted one or more activities on the current CPM schedule longest path.
4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

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 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 or;
  - 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;
  - l. 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.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel 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 for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15<sup>th</sup> of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14<sup>th</sup> of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15<sup>th</sup> of each month, at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - .95 P_b)$  during a period of decreasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$  during a period of increasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month “b” when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15<sup>th</sup> of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14<sup>th</sup> of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd<sup>2</sup> per inch.

7.2.1.2 For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.

- 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:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 50 .....	None
50 to 100 .....	5% of value of Work completed exceeding 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 paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving 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 produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
- (b)
  - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
  - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
  - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
  - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and

supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. 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 - PARTNERING AND DISPUTES RESOLUTION

### 10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

### 10.2 Disputes Resolution

#### 10.2.1 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.

#### 10.2.2 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.

#### 10.2.3 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.

#### 10.2.4 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.

#### 10.2.5 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.

#### 10.2.6 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.

#### 10.2.7 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.

#### 10.2.8 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**

**THIS THREE PARTY AGREEMENT (“Agreement”)** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”)**, \_\_\_\_\_ (**“Contractor”**) and the **DISPUTES REVIEW BOARD (“Board”)**, consisting of three members: \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (**“Members”**).

WHEREAS, CFX is now engaged in the construction of the \_\_\_\_\_, and

WHEREAS, the \_\_\_\_\_ contract (**“Contract”**) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

#### **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. Procedures. 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. Furnishing Documents. 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. Site Visits. 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. Board Consideration of Disputes or Claims. 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. Miscellaneous Board Responsibilities. 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. Board Member Replacement. 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. Contract Related Documents. 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. Coordination and Services. 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. Payment.

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. Inspection of Costs Records. 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 EXPRESSWAY AUTHORITY**

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

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

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

**BOARD:**

**DISPUTES REVIEW BOARD**

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

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

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

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

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

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

**CONTRACTOR:**

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

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

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

## **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  
#6**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 23, 2022

SUBJECT: Approval of Supplemental Agreement No. 3 with WGI, Inc. for Design Consultant Services for Poinciana Parkway Extension (Segment 1)  
Project No. 538-234, Contract No. 001647


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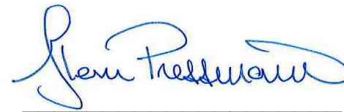
Board approval of Supplemental Agreement No. 3 with WGI, Inc. for a not-to-exceed amount of \$201,164.72 is requested. The original contract was for five years with five one-year renewals.

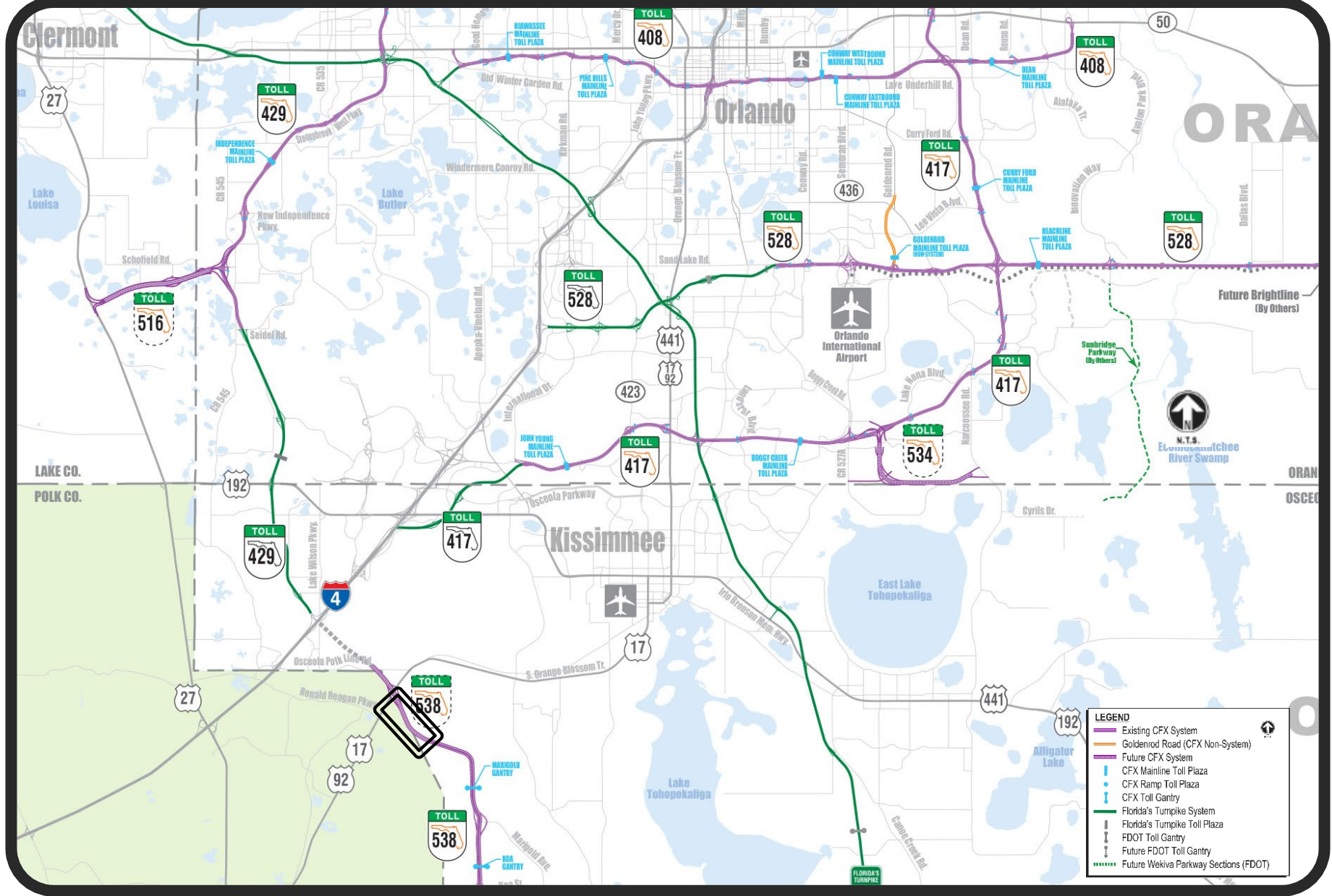
The work to be performed includes additional design services.

Original Contract	\$ 5,750,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 645,514.25
Supplemental Agreement No. 3	<u>\$ 201,164.72</u>
Total	\$ 6,596,678.97

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

Reviewed by:  On behalf of  
Dana Chester  
Dana Chester, PE  
Director of Engineering

  
Glenn Pressimone, PE



Project Location Map for  
SR 538 Poinciana Parkway Extension (Segment 1) (538-234)

**SUPPLEMENTAL AGREEMENT NO. 3**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**

**SR 538 Extension (Segment 1) From Orange Blossom Trail (US 17/92) to Ronald Reagan  
Parkway**

THIS SUPPLEMENTAL AGREEMENT NO. 3 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 WGI, 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 June 11, 2020, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated November 19, 2021, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated February 10, 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 the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant’s August 19, 2022 letter to CFX, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Additional Services”). Exhibit “A” of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$184,801.43 to \$4,109,402.80.
  - b. The Subcontract Items are adjusted upward by \$16,363.29 to \$2,389,070.77 as follows:
    - GEC \$16,363.29
  - c. The Allowance remains unchanged at \$98,205.40.
  - d. The Total Maximum Limiting Amount is adjusted upward by \$201,164.72 to \$6,596,678.97.
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

WGI, 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:** August 22, 2022  
**To:** Dana Chester, PE CFX Director of Engineering  
**From:** Carnot Evans, PE *CWE*  
**Subject:** Design Consultant Services - Contract 001647  
CFX Project No. 538-234  
SR 538 Poinciana Parkway Extension from US 17/92 to Ronald Reagan Parkway  
(Segment 1)  
Supplemental Agreement No. 3

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**Comments:**

I have reviewed the fee sheet and scope of services submitted by WGI provided via email on August 19, 2022 for the SR 538 Poinciana Parkway Extension from US 17/92 to Ronald Reagan Parkway (Segment 1) design project. This requested contract amendment is to provide additional design services for sound walls, that were not incorporated in the original contract.

The work authorization request is attached and costs are detailed below:

\$ 184,801.43	WGI as Prime
\$ 16,363.29	<u>Total Subconsultant Fees</u>
\$ 201,164.72	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$201,164.72.

Should you have questions or need additional information, please call me at 321.354.9757.

**CC:**

Keith Jackson, PE Dewberry  
File



August 19, 2022

Dana Chester, P.E.  
Director of Engineering  
Central Florida Expressway Authority  
4974 Orlando Tower Rd.  
Orlando, FL 32807

Subject: Poinciana Parkway Extension (Segment 1)  
Project No.: 538-234  
Supplemental Amendment 3 (Additional Geotechnical Services Noisewalls)

Dear Dana,

Attached is our supplemental for additional geotechnical services for a new noisewall within the Poinciana Parkway Extension (Segment 1) project limits. Services include geotechnical services.

If you have any questions, please contact us at your earliest convenience.

Sincerely,

WGI

A handwritten signature in blue ink, appearing to read 'Henri Belrose', with a stylized flourish at the end.

Henri Belrose, P.E.  
VP, Senior Project Manager

### **CFX 538-234 Poinciana Pkwy Extension Segment 1 – Supplemental 3**

#### **4.0 WORK TO 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.

#### **4.5 GEOTECHNICAL INVESTIGATION**

- 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. A new noisewall that requires geotechnical investigation from approximate Station 492+00 to 516+00 (approximately 2,500 LF) – 6 borings at 30' in depth. Survey for the geotechnical borings.
- C. Geotechnical investigation, results, and documentation will be provided in the miscellaneous geotechnical report.

#### **4.11 ROADWAY DESIGN**

- A. The Consultant shall design the geometrics for the RCMB bridge lengthening 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, and side slopes.

The consultant shall coordinate all 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. Update plan sheets and provide new plan sheets for full coverage of the noisewall limits
  - 2. Update and provide new mainline cross-sections with noisewall berm information
  - 3. Update typical section details for noisewall details
  - 4. Additional project general tasks including additional meetings, agendas, meeting minutes, contract maintenance and project documentation. Original contract was based on 18 months (June 2020 to December 2021). Estimate remaining schedule for contract is an additional 12 months.

#### **4.12 STRUCTURES DESIGN**

- A. Noisewall structural design and detailing including plan, elevation, steps, berms, existing ground, proposed ground, lateral analysis, etc. for approximately 2500' of standard FDOT noisewall

- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items:
  - 1. FDOT Standard (534-200) Noise Wall

#### 4.13 DRAINAGE DESIGN

- A. As part of the drainage design requirements, the Consultant shall:
  - 1. Update cross drainage, outfalls, routing, and concrete ditches to accommodate noisewall based on size and configuration of associated geometry.
  - 2. Update drainage design documentation and drainage analysis to accommodate noise wall and berm geometry
  - 3. Evaluate the capacity of drainage openings in noise barriers and locate them to ensure offsite flows are accommodated. Moderate area discharging toward noise barrier piping or moderate grading at back of wall location required.

**SUPPLEMENTAL AGREEMENT NO. 2**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**

**SR 538 Extension (Segment 1) From Orange Blossom Trail (US 17/92) to Ronald Reagan  
Parkway**

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 10th day of February, 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 WGI, 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 June 11, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated November 19, 2021 (collectively, “Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the

CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 16, 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.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$545,088.24 to \$3,924,601.37
  - b. The Subcontract Items are adjusted upward by \$450,426.01 to \$2,372,707.48 and are modified as follows:

• Protean	\$12,807.45
• Tierra	\$437,618.56
  - c. The Allowance is adjusted downward by \$350,000.00 to \$98,205.40
  - d. The Total Maximum Limiting Amount is adjusted upward by \$645,514.25 to \$6,395,514.25.
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: 2022.02.22 15:37:55 -05'00'  
Aneth Williams, Director of Procurement

WGI, INC.

By: Nancy Clements Digitally signed by Nancy  
Clements  
Date: 2022.02.21 13:56:16  
-05'00'  
Print Name: Nancy Clements  
Title: Sr. Vice President

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

By: Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly,  
Associate General Counsel  
Date: 2022.02.22 13:56:06 -05'00'  
Diego "Woody" Rodriguez  
General Counsel



## MEMORANDUM

**Date:** January 10, 2022  
**To:** Will Hawthorne, PE CFX Director of Engineering  
**From:** Carnot Evans, PE *CWE*  
**Subject:** Design Consultant Services - Contract 001647  
CFX Project No. 538-234  
SR 538 Poinciana Parkway Extension from US 17/92 to Ronald Reagan Parkway  
(Segment 1)  
Supplemental Agreement No. 2

### Comments:

I have reviewed the fee sheet and scope of services submitted by WGI provided via email on November 16, 2021 for the SR 538 Poinciana Parkway Extension from US 17/92 to Ronald Reagan Parkway (Segment 1) design project. This requested contract amendment is to provide additional design services for design of a new pond system for Ronald Reagan Parkway, extending the bridge structures across the Reedy Creek Swamp, design for sound walls, and design of bridge drainage that were not incorporated in the original contract.

The work authorization request is attached and costs are detailed below:

\$ 545,088.24	WGI as Prime
\$ 450,426.01	Total Subconsultant Fees
\$ 995,514.25	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$995,514.25.

Should you have questions or need additional information, please call me at 321.354.9757.

### CC:

Keith Jackson, PE Dewberry  
File





November 16, 2021

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

Subject: Poinciana Parkway Extension (Segment 1)  
Project No.: 538-234  
Supplemental Amendment 2 (Additional Services for Bridge Lengthening, Ronald Reagan Pond, and Noisewall)

Dear Mr. Hawthorne,

Attached is our supplemental for additional services for extending the limits of the eastbound (EB) and westbound (WB) Reedy Creek Mitigation Bank (RCMB) bridges, designing Ronald Reagan Pond, and a new noisewall. Services includes roadway engineering, drainage engineering, structural engineering, fiber optic network, and geotechnical services.

If you have any questions, please contact us at your earliest convenience.

Sincerely,

WGI

A handwritten signature in blue ink, appearing to read 'Henri Belrose', is written over a light blue rectangular background.

Henri Belrose, P.E.  
VP, Senior Project Manager

## **CFX 538-234 Poinciana Pkwy Extension Segment 1 – Supplemental 2**

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

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

### **4.1 DESIGN FEATURES**

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

The services will include final design and preparation of construction drawings / specifications for the proposed bridge lengthening approved in the RCMB Subsoil excavation memorandum. The proposed bridge lengthening will lengthen the EB and WB RCMB with new station limits of 430+00 to 468+80.75. The bridge lengthening section will also extend along the associated ramps. A new pond, Ronald Reagan pond is being proposed within the project limits as well as a noisewall within the southern portion of this project.

### **4.5 GEOTECHNICAL INVESTIGATION**

- 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. Modifications to bridge limits will result in 28 more bent locations that require geotechnical investigation. The need for geotechnical investigation to occur outside of the dry season will result in the use of amphibious mounted drill rigs to access proposed bridge boring locations.
- C. Currently 30 borings have been taken using amphibious equipment and 29 additional borings will be required using this method due to the extended project limits. This work has already been performed.
- C. Maintenance / Construction Road – Parts of the service road will require soil improvements due to the adverse muck conditions; this will require additional cross-sections to determine limits of unsuitable soil.

#### 4.11 ROADWAY DESIGN

- A. The Consultant shall design the geometrics for the RCMB bridge lengthening 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 all relevant design elements with adjacent design teams. This effort shall include any required meetings with adjacent design teams. The consultant will establish new Begin Project Limits with adjustments to Delmar and RCMB mainline and ramp profiles. Optimization of profiles will reduce overall bridge and ramp heights.

- B. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
1. Update plans and profiles (plans at 1" = 50' scale)
  2. Update Interchange layout plans
  3. Update Ramp Terminal Details
  4. Update mainline cross-sections with access berm between RCMB bridges and ramps and Ronald Reagan Pond
  5. Update Traffic control sheets
  6. Update Details
- C. Subsoil excavation memorandum for RCMB bridge lengthening coordination, development, cost estimates for multiple surcharge alternatives and life-cycle maintenance cost estimate were provided.

#### 4.12 STRUCTURES DESIGN

- A. Update the Bridge Concept Memorandum (BCM) for approved RCMB bridge lengthened geometry
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items:
1. Update complete bridge design for RCMB mainline and ramp geometry
    - a. Four (4) additional mainline and ramp GPEs for B1 (EB RCMB) and B2 (WB RCMB)
    - b. Update existing permit requirement plan sheets to include additional ramps

- c. New intermediate bents through transition points on mainline and ramps; (2) additional ramp end bents
  - d. New End bent geometry design on a curved alignment
  - e. New foundation layout updates for ramps and mainline extension
  - f. New prestressed beam designs for mainline and ramps
  - g. Unique superstructure design through transition sections of lengthened mainline bridges
2. Subsoil Excavation memorandum consisted of two (2) new alternatives for subsoil excavation with superstructure and substructure layouts and (6) alternatives provided:
- a. Short Bridge 8' of removal, Short Bridge 15' of removal, Medium Bridge, Long Bridge, Short Bridge w/ rigid inclusions, and PD&E concept
  - b. Estimates provided muck excavation, R/W acquisition changes, BDR cost estimates, wetland impacts, fill replacement, and surcharge program fill quantities. Exhibits show (6) alternatives, R/W limits, typical sections, and muck excavation limits where applicable.
  - c. Cross-sections show surcharge program on applicable alternatives.
  - d. Submitted as a Draft and Final package which included roadway, Geotech, rigid inclusion, and structural analysis.
3. Noisewall (locations to be finalized)

#### 4.13 DRAINAGE DESIGN

- A. As part of the drainage design requirements, the Consultant shall:
- 1. Update hydrology to include Ronald Reagan Pkwy. due to the new bridge limits. Ditches to be provided along Ronald Reagan Pkwy. to convey runoff from new cul-de-sac.
  - 2. Finalize pond siting with new bridge limits and to include Ronald Reagan Pkwy. basin and pond
  - 3. Hydroplaning analysis for adjustments made to bridge length and profile
  - 4. Bridge deck drainage details and pollutant load analysis

#### 4.14 ROADWAY LIGHTING

- A. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
  - 1. Update design and labeling of light poles, conductors, conduits, and pull boxes for new bridge / project limits.

#### 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 bridge mounted sign structure to be provided. Modifications to pavement marking will be provided at locations where bridge is replacing roadway.

#### 4.23 FIBER OPTIC NETWORK (FON)

- A. Fiber Optic Infrastructure Plans
  - 1. Updates to TMS and DCS sites per the new bridge limits. Updates to design and labeling of proposed SM FOC backbone, conductors and conduit runs, and pull boxes for new project limits.

**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**

**SR 538 Extension (Segment 1) From Orange Blossom Trail (US 17/92) to Ronald Reagan  
Parkway**

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 19th 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 WGI, 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 June 18, 2020, (collectively, “Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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


1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 17, 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.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs remains unchanged at \$3,379,513.13
  - b. The Subcontract Items remains unchanged at \$1,922,281.47, but are modified as follows:
    - Tierra, Inc. (\$126,112.21)
    - GEC \$126,112.21
  - c. The Allowance remains unchanged at \$448,205.40
  - d. The Total Maximum Limiting Amount remains unchanged at \$5,750,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2021.11.19 10:39:03 -05'00'  
Aneth Williams, Director of Procurement

WGI, INC.

By:   
Print Name: Henri V. Belrose  
Title: vieu president

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

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez  
Date: 2021.11.19 10:19:21 -05'00'  
Diego "Woody" Rodriguez  
General Counsel



**MEMORANDUM**

**Date:** November 17, 2021  
**To:** Will Hawthorne, PE CFX Director of Engineering  
**From:** Carnot Evans, PE *CWE*  
**Subject:** Design Consultant Services - Contract 001647  
 CFX Project No. 538-234  
 SR 538 Poinciana Parkway Extension from US 17/92 to Ronald Reagan Parkway  
 (Segment 1)  
 Supplemental Agreement No. 1

---

**Comments:**

I have reviewed the fee sheet and scope of services submitted by WGI provided via email on November 17, 2021 for the SR 538 Poinciana Parkway Extension from US 17/92 to Ronald Reagan Parkway (Segment 1) design project. This requested contract amendment is to shift fee between subconsultants for geotechnical field investigation to expedite services within the Reedy Creek Mitigation Bank Property.

The work authorization request is attached and costs are detailed below:

\$	0.00	WGI as Prime
\$	(126,112.21)	Reduction of fee from Tierra
\$	126,112.21	Additional Fee to GEC
\$	0.00	<u>Total Subconsultant Fees</u>
\$	0.00	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$0.00.

Should you have questions or need additional information, please call me at 321.354.9757.

**CC:**

Keith Jackson, PE Dewberry  
File



November 17, 2021

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

Subject: Poinciana Parkway Extension (Segment 1)  
Project No.: 538-234  
Supplemental Amendment 1 (Geotechnical Scope Transfer)

Dear Mr. Hawthorne,

In order to expedite the geotechnical investigations within Reedy Creek Mitigation Bank (RCMB) property, WGI is requesting to transfer this geotechnical scope from Tierra, Inc. (subconsultant) to Geotechnical and Environmental Consultants, Inc. (GEC – subconsultant). GEC will perform all the geotechnical effort from Delmar bridges to the existing RCMB bridges including roadway borings, pond borings, overhead cantilever and DMS structure borings within these adjusted limits (approximate station 469+00 to 526+00). Tierra agrees with the requested scope and budget transfer.

If you have any questions, please contact us at your earliest convenience.

Sincerely,

WGI

A handwritten signature in blue ink, appearing to read 'Henri Belrose', is written over a light blue circular stamp.

Henri Belrose, P.E.  
VP, Senior Project Manager

EXHIBIT "A"

# TIERRA

November 11, 2021

WGI, Inc.  
2910 Maguire Road, Suite 2008  
Ocoee, FL 34761

Attn: Mr. Henri Belrose, P.E.

**RE: Fee Modification**  
**SR 538 Poinciana Parkway Bridge over Reedy Creek Mitigation Bank**  
**Osceola County, Florida**  
**CFX Project No.: 538-234**  
**Tierra Project Number: 6511-20-154**

Mr. Belrose,

Tierra, Inc. has received WGI's request to transfer \$126,112.21 in geotechnical services to GEC, Inc. The transfer of services is expected to amend the original agreement to assign/transfer geotechnical services to GEC, Inc. in the amount of \$126,112.21 to complete all geotechnical services for Roadway, Roadway Embankment, Walls, Miscellaneous Structures and Ponds from the End of Reedy Creek Management Bank Bridge (Approximate Station 469+00) to the End of Project (Approximate Station 526+00). The agreement will decrease Tierra's contract amount by \$126,112.21. Tierra is in agreement with the requested budget transfer.

Tierra, Inc. appreciates the opportunity to be of service to WGI, Inc. on this project. If you have any questions or comments regarding this letter, please contact our office at your earliest convenience.

Respectfully Submitted,

**TIERRA, INC.**



Joseph R. Antinori, P.E.  
Geotechnical Engineer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY – SR 538 POINCIANA PARKWAY EXTENSION SEGMENT 1 -  
Supplemental Agreement # 1

**SCOPE**

Overall, there is no scope change associated with this Supplemental Agreement, but there is a scope change to Geotechnical and Environmental Consultants, Inc. assigned tasks with the same scope reduction to the Tierra Inc. assigned tasks.

**GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.**

**CHANGE IN SCOPE**

In addition to GEC's original geotech scope around the Delmar bridges, we are asking GEC to perform all geotech to the end project (i.e. from Delmar bridges to existing RCMB bridge).

GEC will collect roadway borings within the adjusted limits, borings for pond 400, 500, and RR pond, borings for OH cantilever sign and DMS truss within adjusted limits

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
WGI, INC.**

**DESIGN CONSULTANT SERVICES FOR  
POINCIANA PARKWAY EXTENSION (SEGMENT 1)**

**CONTRACT NO. 001647, PROJECT 538-234**

**CONTRACT DATE: JUNE 11, 2020  
CONTRACT AMOUNT: \$5,750,000.00**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

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

**FOR**

**POINCIANA PARKWAY EXTENSION (SEGMENT 1)  
PROJECT 538-234**

**DESIGN CONSULTANT SERVICES**

**CONTRACT NO. 001647**

**JUNE 2020**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of June 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 WGI, 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 2910 Maguire Road, Suite 2008, Ocoee, Florida 34761.

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 Poinciana Parkway Extension Segment 1, identified as Project 538-234 and Contract No. 001647.

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:

Base Consultants, Inc.	Class I
Geotechnical and Environmental Consultants, Inc.	Class II
Protean Design Group, Inc.	Class I
Singhofen & Associates, Inc.	Class I
Tierra, Inc.	Class II

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

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

## 6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$5,750,000.00 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 2910 Maguire Road, Suite 2008, Ocoee, Florida 34761.

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.



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

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX will immediately notify CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any.

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, any and all obligations of CFX to pay any costs, fees or expenses arising out of any lawsuit filed against CFX alleging negligence or wrongdoing by the Consultant, shall be limited to the amounts per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth in the lawsuit; provided, however, this monetary limitation shall not otherwise supersede any requirement of CFX to pay for work properly performed by Consultant in accordance with the terms of this Agreement.

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: WGI, Inc.  
2910 Maguire Road, Suite 2008.  
Ocoee, Florida 34761  
Attn: Henri Belrose, P.E.

WGI, Inc.  
2910 Maguire Road, Suite 2008.  
Ocoee, Florida 34761  
Attn: Nancy Clements, P.E.

## 27.0. HEADINGS

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

## 28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

## 29.0. ASSIGNMENT

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

## 30.0. SEVERABILITY

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

### 31.0. INTEGRATION

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

### 32.0. ATTACHMENTS

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

[ SIGNATURES TO FOLLOW ]

Project 538-234  
Contract No. 001647

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 11, 2020.

**WGI, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY:  \_\_\_\_\_

Authorized Signature

Print Name: Mario Echagarrun, P.E.

Title: Executive Vice President / COO

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

Secretary/Notary

BY: Aneth Williams Digitally signed by Aneth Williams  
Date: 2020.06.18 10:19:00 -04'00'

Director of Procurement

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

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

*Approved as to form and execution, only.*

**Diego "Woody"  
Rodriguez**

Digitally signed by Diego  
"Woody" Rodriguez  
Date: 2020.06.18 08:07:58 -04'00'

*General Counsel for CFX*

## **EXHIBIT A**

### **SCOPE OF SERVICES**

**Exhibit A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**SCOPE OF SERVICES**

**FOR**

**S.R. 538 EXTENSION (Segment 1) FROM  
Orange Blossom Trail (US 17/92) to Ronald Reagan  
Parkway**

**PROJECT NO. 538-234**

**CONTRACT NO. 001647**

**IN OSCEOLA AND POLK COUNTIES, FLORIDA**

**May 21, 2020**

Exhibit A  
SCOPE OF SERVICES

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## **1.0 GENERAL**

### **1.1 Location**

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

### **1.2 Description**

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 538 extension from Orange Blossom Trail (SR 600, US 17/92) to Ronald Reagan Parkway. Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between US 17/92 and Ronald Reagan Parkway, interchange ramps to/from US 17/92 (to/from the south only) connection to the existing SR 538 which is being widened with a concurrent project, and truncating Ronald Reagan Parkway with a cul-de-sac. This project will include construction of new bridge structures for the SR 538 main line over wetlands and floodplain areas within the Reedy Creek Mitigation Bank and over Delmar Lane. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, 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. 538 extension from US 17/92 to Ronald Reagan Parkway.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (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.

### **1.4 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 eighteen (18) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

- 1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

- 2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

## 2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
  2. The FDOT Standard Plans
  3. The FDOT Design Manual,
  4. The FDOT Basis of Estimates Handbook
  5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition
  6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended
  7. CFX Design Guidelines 2020 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 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			
Transitions	70:1	50:1	
	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Vertical Curvature (K) (K=Len./%grade change) Crest	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	Rural  31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft. Right Left	4-Lane 14 (12 paved) 14 (12 paved)	Single Lane 6 (4 paved) 6 (2 paved)	8 (4* paved) 2 (2 paved)  * min. 5' paved
Right Left	6-Lane 14 (12 paved) 14 (12 paved)	Dual Lane 10* (8* paved) 8 (4 paved) (* add 2' for interstate)	
Bridges, ft. Right Left	4-Lane 10 6	Single-Lane 6 6	
Right Left	6(or more)-Lanes 12 12	Dual Lane 10 6	
Cross Slopes Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

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

### Ramp Operations

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

### Right of Way

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

### **3.3 Bridge and Other Structures**

- A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

## **4.0 WORK PERFORMED BY CONSULTANT**

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

### **4.1 Design Features**

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

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 538 extension from just south of the US 17/92 bridge (Station 94+00 +/-) to connection with the SR 538 widening project at Ronald Reagan Parkway (Station 201+00 +/-). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between US 17/92 and Ronald Reagan Parkway, interchange ramps to/from US 17/92 (to/from the south only), connection to the existing SR 538 which is being widened with a concurrent project, and truncating Ronald Reagan Parkway with a cul-de-sac. This project will include construction of new bridge structures over wetlands and floodplain areas within the Reedy Creek Mitigation Bank and over Delmar Lane. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, 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 all interested agencies involved. These agencies may include, but are not necessarily limited to Osceola County, Polk County, FDOT, FDEP, FAA, and applicable Water Management District(s).

### **4.3 Preliminary Design Report - Review**

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

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

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items at a minimum:

1. Horizontal alignment of SR 538, and Ronald Reagan Parkway
2. Vertical alignment of SR 538, and Ronald Reagan Parkway
3. Potential wall locations along SR 538
4. Pavement analysis
5. Hydroplaning Analysis
6. Drainage pond locations
7. Utility relocations

#### **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 Authority will provide aerial survey (topography and mapping) with limited control and coverage. Section 6.0 defines all work performed by the Authority or its designee.

The Authority 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. Elevation will be relative to North American Vertical Datum of 1988 (NAVD 88).
2. The Bench Run will be based on closures between established benchmarks provided by the Authority.

E. Topography

1. Planimetric mapping and a 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 mainline 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 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

As needed for engineering design, the Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100' and perform utility surveys of side streets.

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC.

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

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

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

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

#### 4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

#### **4.6 Contamination Impact Analysis**

- A. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

#### **4.7 Pavement Design**

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

#### **4.8 Governmental Agency and Public Meetings**

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

#### **4.9 Environmental Permits**

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
  - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
  - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
4. Provide all plans, calculations, sketches and reports required for permits except as described above.
5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW
13. Pre-application meeting with SFWMD

#### **4.10 Utilities**

##### **A. Location**

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

**B. Utility Coordination**

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (after 60% roadway plan submittal and after 90% roadway plan submittal) and hold one utility conference.

**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 the Authority 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.

- 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.

The consultant shall coordinate all relevant design elements with adjacent design teams. This effort shall include any required meetings with adjacent design teams.

- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
1. Cover sheet (key sheet)
  2. Summary of Pay Items
  3. General notes
  4. Summary Quantities sheets
  5. Project Layout
  6. Typical roadway sections
  7. Typical roadway details
  8. Plans and profiles (plans at 1" = 50' scale)
  9. Interchange layout plans
  10. Ramp Terminal Details
  11. Crossroad plans and profiles (1" = 50' scale)
  12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
    - a. Earthwork quantities
  13. Traffic Control Sheets including Temporary Drainage
  14. Utility Adjustment Sheets - as deemed necessary
  15. Details

16. Special provisions
17. Special specifications

#### **4.12 Structures Design**

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
  1. Complete Bridge designs will be provided for all 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.

#### **4.13 Drainage Design**

- A. As part of the drainage design requirements, the Consultant shall:
  1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
  2. Finalize the pond design at the 30% submittal.



3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
  4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
  5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
  6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
  7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
  8. Prepare a pond siting 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 prepare a Lighting Justification Report. The report shall provide analyses for mainlines, interchanges, and arterial roads and shall include all back-up data such that the report stands on its own. Back up data shall include current ADT's, general crash data average cost from the Florida Highway Safety Improvement Manual, crash details data from the last three years, and preliminary lighting calculations.

The report shall address warrants to determine if lighting warrants are met and shall include a benefit-cost analysis to determine if lighting is justified. The report shall include calculations for the night-to-day crash ratio as well as a table summarizing the day-time and the night-time crashes. The report

shall follow the procedures outlined in the FDOT Manual on Uniform Traffic Studies (MUTS) manual which utilize ADT, Three Year Crash Data, night/day crash ratio, percentage of night ADT, etc.

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 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. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
  - 1. Cover sheet (key sheet)
  - 2. Tabulation of Quantities
  - 3. General notes
  - 4. Pole data and Legend sheet
  - 5. Project Layout sheet
  - 6. Plans sheets (plans at 1"=50' scale)
  - 7. Service point detail
  - 8. Special Details
- D. Perform an under-deck lighting analysis

#### **4.15 Traffic Engineering**

- A. Traffic Data
  - 1. Traffic data will be furnished by the Authority.
- 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 traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

#### **4.16 Signing and Pavement Marking Plans**

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

#### **4.17 Signalization Plans**

- A. Signal plans will be needed for interchange at US 17/92, but produced by CFX project 538-235. Consultant to coordinate with CFX project 538-235 for any signalization needs. Signalization plans are not anticipated for this project.

#### **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 all 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

1. Perform a Safe Upland Line Survey for all 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 the Authority, 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" electronic format. The Consultant shall certify this drawing as Specific Purpose Survey, which meets the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 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 the Authority. The surveyor shall furnish the Authority 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 the Authority 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.
  - 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 the Authority. 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.

The Consultant shall be responsible for determining and justifying additional rights of way required by their design. The Consultant shall make every effort to minimize the limits of right of way acquisition through the creative use of existing right of way. Right of Way Maps shall be prepared by CADD. The Consultant shall be responsible for preparation of an abbreviated Right-of-Way Map for the project consisting of a Detail Sheet for the two parcels anticipated to be needed for the project. The Right-of-Way Control Survey Maps will be utilized as the background for the Right-of-Way Maps.

Right of Way Maps shall be plotted on 22" x 34" in electronic format at a scale of 1 inch = 50 feet for Detail Sheets or at a scale acceptable to the Authority. 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 the Authority 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 all 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. The Authority shall furnish the Consultant the Title Search Reports for 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 Section 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
  2. Existing easements affecting the property
  3. Improvements, buildings
  4. Approximate areas of each taking and remainder
  5. North arrow and scale
  6. "DRAFT PARCEL SKETCH", Project Number and Parcel Number prominently displayed at the top of the page
  7. 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 Section 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 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” equals 50 feet. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.
- 2. Fiber optic network (FON) plans shall include the following:

- a. Roadway geometry
- b. Rights-of-Way
- c. Existing utilities within the right-of-way including CFX's FON
- d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
- e. Manhole/Pull box locations and stub-out details (standard details provided)
- f. Device layout
- g. Device installation details (standard details provided)
- h. Conduit installation details (standard details provided)
- i. Fiber optic cable route marker detail (standard details provided)
- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable splice details for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Service point details, one-line riser diagrams, panelboard schedules
- p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified. Maximum voltage drop allowed is 5% with a Max Wire size of #2 AWG running at 480 V.
- q. Design Methodology Report shall include voltage drop calculation, load analysis, short circuit current analysis, arc flash hazard analysis, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
- r. Grounding (standard details provided)
- s. Table of quantities
- t. Special notes
- u. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- v. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections

- w. Installation of CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). The designer is to provide 100% coverage of the roadway and ramps.
  - x. Installation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). At all exit ramps and DMS sites. The designer is to provide GPS locations to CFX for FCC permitting purposes.
  - y. Installation of 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).
  - z. Installation of traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). TMS shall be located at all traffic movements (on-ramp, off-ramp, slip ramps, etc.)
  - aa. 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.
  - bb. Install new WWDS at the following off-ramps:
    - SR 538 WB off ramp to US 17/92
3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through all phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression device (SPD) standards for ITS devices, etc.)
  - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
  - j. Location of proposed sound walls

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

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

D. Inside Plant Plans

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

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

**4.24** Toll Plazas

A. This project does not include any toll collection facilities.

**4.25** 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, and ITS shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As- Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

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

### **5.1 Record Documents**

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

### **5.2 Traffic Data**

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

### **5.3 Other**

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

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

### **6.1 Right-of-Way Acquisition**

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

### **6.2 Utility Agreements**

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

### **6.3 Public Involvement**

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

### **6.4 Contracts and Specifications Services**

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

### **6.5 Post-Design Services**

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

### **6.6 Environmental Permits**

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

### **6.7 Conceptual Specialty Design**

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX to provide proposed sound wall locations.



- C. CFX will provide conceptual aesthetics design and treatments for structures.

## **7.0 ADMINISTRATION**

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

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

### **7.2 CFX's Project Manager will:**

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

### **7.3 Consultant**

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are

depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

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

#### **7.4 Project Control**

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
  1. Determine and highlight critical path work from initial plans as work progresses.
  2. Identify progress against schedule for each identified work item.
  3. Forecast completion dates from current progress.
  4. Highlight rescheduled work in any area which is out of required sequence.
  5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
  6. Forecast future conflicts in any area.

#### **7.5 Work Progress**

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or

action required to resolve any issues.

#### **7.6 Schedule**

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

#### **7.7 Project Related Correspondence**

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

#### **7.8 Quality Control**

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

#### **7.9 Consultant Personnel**

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

#### **7.10 Site Visit**

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

#### **7.11 Acceptability of the Work**

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

#### **7.12 Design Documentation**

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

9. Earthwork calculations not included in the quantity computation booklet.
10. Calculations showing cost comparisons of various alternatives considered, if applicable
11. Computations of quantities.
12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
13. Lighting and voltage drop calculations.
14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

### **7.13 Reviews and Submittals**

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
  1. Preliminary Design Report (Memorandum) (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 all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on electronic format with the final submittal.

#### **7.14 30% Roadway Plan Submittal**

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

material shall be developed and submitted for review:

1. Key Map Prepared
  - a. Location map shown complete with destinations, ranges and townships.
  - b. Beginning and ending stations shown.
  - c. Any equations on project shown.
  - d. Project numbers and title shown.
  - e. Index shown.
2. Drainage Map Prepared
  - a. Existing culvert sizes and elevations.
  - b. Horizontal alignment shown.
  - c. Drainage areas and flow arrows shown.
  - d. High water information shown.
  - e. Beginning and end stations shown along with any equations on project.
  - f. Interchange supplemental maps prepared.
3. Typical Section Sheets
  - a. Ramp typical sections developed.
  - b. Pavement structure shown.
  - c. Special details developed.
  - d. General notes shown.
4. Plan and Profile Sheets
  - a. Centerline plotted.
  - b. Reference points and bench marks shown.
  - c. Existing topography.
  - d. Base line of surveys, curve data, bearings, etc. shown.
  - e. Beginning and end stations (project and construction).
  - f. Geometric dimensions.
  - g. Proposed and existing limited access right-of-way lines.
  - h. Existing ground line.
  - i. Proposed profile grade.
  - j. Type, size and horizontal location of existing utilities.
  - k. Drainage structures and numbers are shown
  - l. Drainage ponds are shown.
5. Cross Sections
  - a. Existing ground line.
  - b. Preliminary templates at critical locations (not to exceed 500 feet).
  - c. Existing utilities shown.



6. Interchange Layout and Ramp Profiles
  - a. Geometric dimensions.
  - b. Proposed profile grades.
7. Right-of-Way Control Survey
8. Signing and Pavement Markings
  - a. Striping layout.
  - b. Sign structure locations.

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

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

**7.16 60% Roadway Plan Submittal**

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
  1. Key Map
    - a. Project description and number shown.
    - b. Equations, exceptions and bridge stations shown.
    - c. North arrow and scale included.
    - d. Consultant and CFX sign-off included.
    - e. Contract set index complete.
    - f. Index of sheets updated.
  2. Drainage Maps
    - a. Flood data shown.
    - b. Cross drains and storm sewer shown.
    - c. Bridges shown with beginning and ending stations.
    - d. Interchange supplemental sheets updated.
  3. Typical Section Sheets
    - a. All required typical sections are included.
    - b. Limited access right-of-way lines are shown.
    - c. Design speed and traffic are shown.

- d. Special details have been completed.
  - e. Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a. Match lines shown.
  - b. Limited access right-of-way lines shown.
  - c. Stations and offset shown for all fence corners and angles.
  - d. All work shown should be within right-of-way or proposed easement.
  - e. Drainage structures and numbers are shown.
  - f. Drainage ponds shown.
  - g. Curve data and superelevation included.
  - h. Pavement edges, shoulders and dimensions shown.
  - i. Project and construction limits shown.
  - j. Bridges shown with beginning and ending stations.
  - k. General Notes.
5. Drainage Structures
- a. Drainage structures plotted and numbered.
  - b. Station location and offsets identified.
6. Cross Sections
- a. Templates are shown at all stations.
  - b. Limited access right-of-way lines are shown.
  - c. Cross section pattern sheet included.
  - d. Miscellaneous notes included.
  - e. Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
- a. Geometric data shown.
  - b. Profiles finalized.
  - c. Coordinate data shown.
  - d. Limited access right-of-way lines shown.
  - e. Curve data shown.
  - f. Bearings and bridges shown.
  - g. Cross roads, frontage roads, and access roads shown.
  - h. Intersection details shown.
8. Traffic Control Plans
9. Utility Adjustments
10. Signing and Pavement Marking Plans
11. Intelligent Transportation System (ITS) Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

**7.17 90% Bridge and Structure Plan Submittal**

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

**7.18 90% Roadway Plan Submittal**

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

1. Key Map

- a. Length of Project with exceptions shown.
- b. Index of sheets updated.

2. Drainage Maps

- a. Drainage divides, areas and flow arrows shown.
- b. Elevation datum and design high water information shown.
- c. Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

- a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
- b. Limits of side road construction.
- c. Angle and stationing for intersections.
- d. Treatment for non-standard superelevation transitions diagramed.
- e. General notes shown.
- f. Special ditches profiled.

5. Drainage Structures

- a. Existing structures requiring modifications are shown.
- b. Existing and proposed utilities are shown.

6. Soil Borings

- a. Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets


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

**CONSENT AGENDA ITEM  
#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 19, 2022

SUBJECT: Approval of Supplemental Agreement No. 1 with WBQ Design & Engineering, Inc. for Design Consultant Services for SR 528 Widening from SR 417 to Innovation Way  
Project No. 528-161, Contract No. 001697


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Board approval of Supplemental Agreement No. 1 with WBQ Design & Engineering, Inc. for a not-to-exceed amount of \$881,384.18 is requested. The original contract was for five years with two one-year renewals.

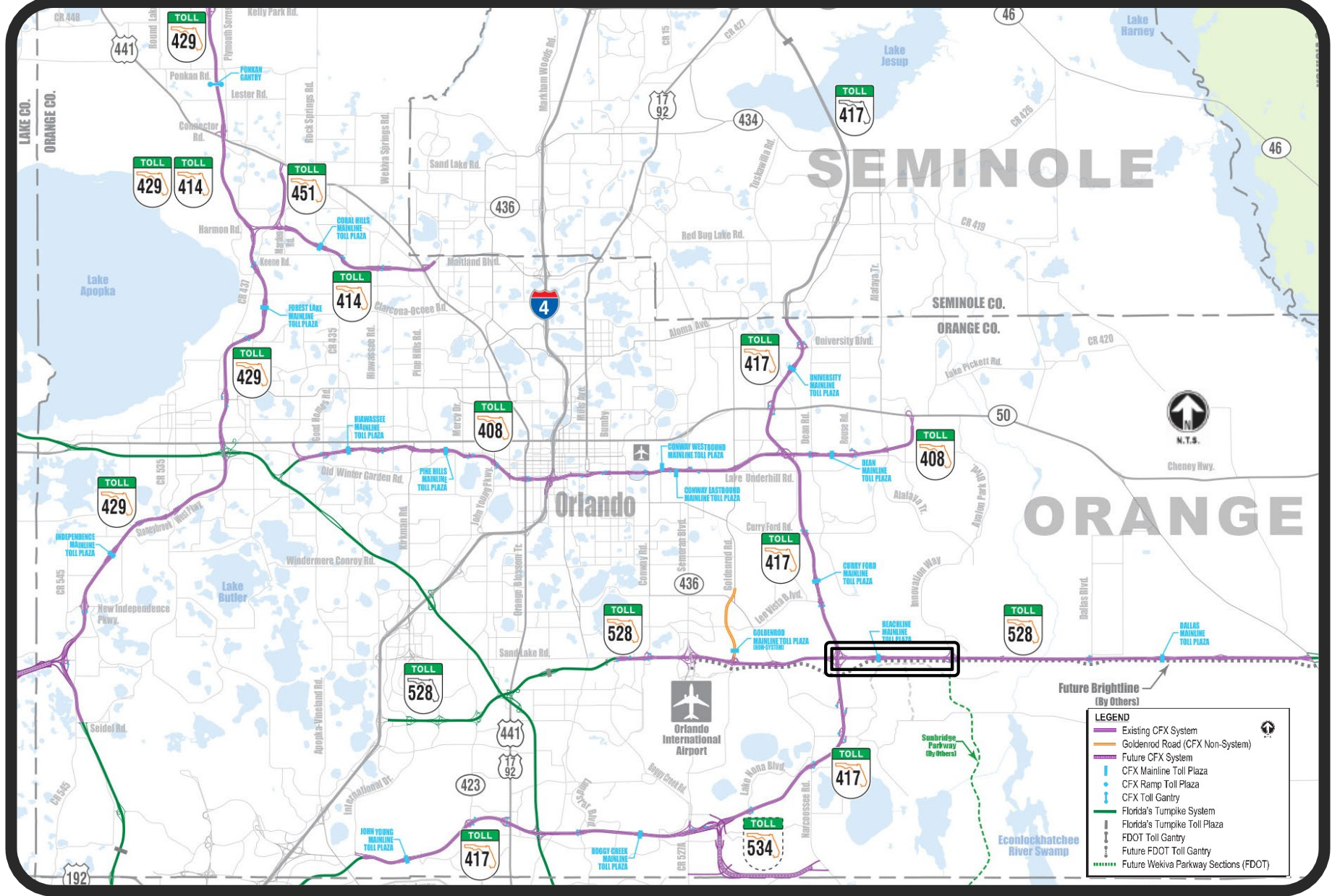
The work to be performed includes providing professional services for construction documents.

Original Contract	\$ 3,600,000.00
Supplemental Agreement No. 1	<u>\$ 881,384.18</u>
Total	\$ 4,481,384.18

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

Reviewed by:  On behalf of  
Dana Chester, PE  
Director of Engineering

  
Glenn Pressimone, PE



Project Location Map for  
SR 528 Widening from SR 417 to Innovation Way (528-161)

**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**  
**SR 528 Widening from SR 417 to Innovation Way**

THIS SUPPLEMENTAL AGREEMENT NO. 1 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 WBQ DESIGN & ENGINEERING, INC, a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated August 12, 2021; 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 July 12, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.

2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:

- a. The Salary Related Costs is adjusted upward by \$512,895.09 to \$2,282,168.68.
- b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
- c. The Subcontract Items are adjusted upward by \$368,489.09 to \$1,865,198.04.

as follows:

• Base Consultant	\$14,443.40
• The Balmoral Group	\$160,172.51
• DRMP	\$99,405.61
• M.G. Vera & Associates	\$34,828.70
• Tierra, Inc.	\$59,638.87

- d. The Allowance remains unchanged at \$334,017.46.
- e. The Total Maximum Limiting Amount is adjusted upward by \$881,384.18 to \$4,481,384.18.

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

WBQ DESIGN & 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

## **EXHIBIT A**



## MEMORANDUM

**Date:** July 13, 2022  
**To:** Dana Chester, PE, CFX Director of Engineering  
**From:** James E. Bradford, PE *JEB*  
**Subject:** Design Consultant Services - Contract 001697  
CFX Project No. 528-161  
SR 528 Widening From SR 417 to Innovation Way  
Supplement Agreement No. 1

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### Comments:

I have reviewed the fee sheet and scope of services submitted by WBQ provided on July 12, 2022 for the SR 528 Widening from SR 417 to Innovation Way (CFX Project No. 528-161). This requested Supplemental Agreement No. 1 is to provide professional services for construction documents for the widening of SR 528 including additional survey, design, and coordination efforts required to extend the project limits and reconstruct the roadway.

Final Contract Fee request is attached and costs are detailed below:

\$ 512,895.09	in Labor Cost
\$ 0.00	in Direct Cost
<u>\$ 368,489.09</u>	<u>in Subconsultant Cost</u>
\$ 881,384.18	Total Requested

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 \$881,384.18.

Should you have questions or need additional information, please call me at 321.354.9605.

### cc:

Keith Jackson, PE Dewberry  
File



July 12, 2022

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

Re: **SR 528 Widening from SR 417 to Innovation Way**  
**CFX Contract 528-161 SA #1**

Dear Mr. Chester:

Please find enclosed a proposal for CFX 528-161 Supplemental Agreement No. 1. This proposal is to provide Professional Services for the SR 528 Widening from SR 417 to east of Innovation Way.

The proposal request is attached, and costs are below:

\$	512,895.09	WBQ
\$	14,443.40	Base Consultants
\$	160,172.51	The Balmoral Group
\$	99,405.61	DRMP
\$	34,828.70	M.G. Vera & Associates
\$	<u>59,638.87</u>	Tierra, Inc
\$	881,384.18	Total Requested

It is anticipated that this Agreement will have a duration of approximately six (6) months from issuance of notice to proceed. Please provide authorization to proceed or call me at your convenience if you have any questions.

Sincerely,

*Troy W. Vargas*

Mr. Troy W. Vargas, P.E.  
Project Manager  
cc: file

Attachment

EXHIBIT A

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**SCOPE OF SERVICES**

**FOR**

**SR 528 Widening**

**from SR 417 to East of Innovation Way**

***Supplemental Agreement No. 1***

**PROJECT NO. 528-161**

**Orange County, Florida**

**JULY 15, 2022**

## **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 services will include the preparation of final construction documents for the extension of the SR 528 widening project limits and profile modification.
- B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 profile modification east of the toll plaza and the extension of 528-161 project limits to resolve the standing water within the existing roadside ditches, including Level II TTCP.

### **4.2 Governmental Agencies**

### **4.3 Preliminary Design Report – Review**

### **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.

The Consultant shall complete the design survey for the extension of the project limits on the east end of the project.

- B. Alignment – N/A
- C. Reference Points – N/A
- D. Bench Levels – N/A
- E. Topography  
  
Scan, register and extract 3D hard surface topography for 2.40 lane miles and merge conventional soft shot topography into the final SURVRD file.
- F. Drainage Survey – N/A

- G.     Underground Utilities  
  
        Subsurface Utility Exploration for the extension of the project limits on the east end of the project.
- 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  
        Accommodate additional FON impacts related to increased project limits on east end of project.

#### **4.5     Geotechnical Investigation**

- A.     The Consultant shall perform a geotechnical investigation of the extended project limits in accordance with the requirements of CFX.  
  
        The Consultant shall perform a total of thirty nine (39) hand auger borings to a depth of 5 feet and nine (9) Standard penetration Test (SPT) borings to a depth of 20 feet to support the design of the extended project limits to approximate Station 1238+00. The borings will be completed in accordance with the FDOT Soils and Foundation Handbook.
- B.     Culvert Extension (North Side)  
  
        The Consultant shall perform two (2) additional SPT borings to a depth of 35 feet to support the design of the culvert extension (Approx. Sta. 1164+00) required on the north side of the corridor based on the anticipated profile adjustment. A series of manual probes will also be completed in the limits of the extension. The SPT borings and manual probes will be completed in accordance with the FDOT Soils and Foundation Handbook.
- C.     Sign Structures  
  
        The Consultant shall perform six (6) additional SPT borings to a depth of 50 feet to support the design of three overhead truss sign structures that will need to be added based on the limits of the profile adjustment. The SPTs boring



will be completed in accordance with the FDOT Soils and Foundation Handbook

Provide the design soil profile that includes the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review the design for geotechnical compatibility and constructability.

**D. Stormwater Ponds**

The Consultant shall perform ten (10) additional SPT borings to a depth of 20 feet and four (4) additional SPT borings to a depth of 30 feet to support modifications to seven existing stormwater pond sites along the corridor associated with the drainage design. The SPT borings will be completed in accordance with the FDOT Soils and Foundation Handbook and will support design/permitting efforts and will be used for evaluating the suitability of the excavated materials for embankment construction.

**4.6 Contamination Impact Analysis – N/A**

**4.7 Pavement Design – N/A**

**4.8 Borrow Pits – N/A**

**4.9 Governmental Agency and Public Meetings – N/A**

**4.10 Environmental Permits – N/A**

**4.11 Utilities – N/A**

**4.12 Roadway Design**

**4.13 Structures Design**

- A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Walls

- a. Design and analysis of steel sheet pile wall with concrete facing between SR 528 and Innovation Way ramp.

2. Drainage

- a. Design and analysis of box culvert extension:

**4.14 Drainage Design**

- A. As part of the drainage design requirements, the Consultant

shall:

1. Design median and outside ditches for the modified profile.
2. Extend the ditch design limits to match the extended project limits.
3. Redesign the Pond Inflow/Ditch Outfall Systems for the 8 ponds impacted by the profile revision and project limits extension.
4. Box Culvert Extension.

#### **4.15 Roadway Lighting**

- A. The Consultant shall accommodate additional lighting impacts related to increased project limits at the east end of the project, which includes:
  1. Voltage Drop Calcs for 2 additional load centers.
  2. Arc Flash and Short Circuit analysis at two additional load centers.
  3. Two additional service point details.
  4. Two additional remote drive details, three conduit details, two pull box details, and two cable distribution details.

#### **4.16 Traffic Engineering**

- A. Maintenance of Traffic Plans
  1. The Consultant shall prepare Level II TTCP for the extension of the project limits, including temporary lighting and drainage.

#### **4.17 Signing and Pavement Marking Plans**

- A. The Consultant shall prepare signing and pavement marking design for the extended project limits.

#### **4.18 Signalization Plans**

- A. The Consultant shall modify the existing signal at the SR 528 EB off-ramp at Innovation Way, which includes:
  1. Updating the Signal Operation Plan
  2. Updating signal timings.
  3. Modifying the existing signal to accommodate a new ramp lane.

**4.19** Right-of-Way Surveys – N/A

**4.20** Cost Estimates

**4.21** Special Provisions and Specifications – N/A

**4.22** Fiber Optic Network (FON)

- A. The consultant shall accommodate the additional FON impacts related to increased project limits on the east end of project, including:
  - 1. Power Design and Arc Flash for one additional Load Center
  - 2. Voltage Drops
  - 3. ITS Design for one new WWD site at SR 528 EB off-ramp to Innovation Way, one TMS to remain, one DCS to remain, one load center to be modified.
  - 4. FON Design to accommodate permanent and temporary design of 0.378 miles of additional impacts.
  - 5. Fiber splicing for the new WWD site.
  - 6. Service point detail for the additional Load Center.

**4.23** Toll Plazas – N/A

**4.24** Post-Design Services – N/A

# **AGREEMENT**



**AND**

**WBQ DESIGN & ENGINEERING, INC.**

**DESIGN CONSULTANT SERVICES FOR  
SR 528 WIDENING FROM SR 417 TO INNOVATION WAY**

**PROJECT 528-161, CONTRACT NO. 001697**

**CONTRACT DATE: AUGUST 12, 2021**

**CONTRACT AMOUNT: \$3,600,000.00**

**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 WIDENING FROM SR 417 TO INNOVATION WAY  
PROJECT 528-161**

**DESIGN SERVICES**

**CONTRACT NO. 001697**

**AUGUST 2021**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of August 2021, 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 WBQ Design & 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 201 N. Magnolia Ave., Suite 200, 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 528 Widening from SR 417 to Innovation Way identified as Project No. 528-161 and Contract No. 001697.

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:

Base Consultant, Inc. – Class I  
DRMP, Inc. – Class I  
RS&H, Inc.– Class I

The Balmoral Group – Class I  
M.G. Vera & Associates, Inc. – Class I & II  
Tierra, 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 \$3,600,000.00 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 201 N. Magnolia Ave., Suite 200, Orlando FL, 32801.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

The 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, 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 to as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

#### 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:      WBQ DESIGN & ENGINEERING, INC.  
                                    201 N. Magnolia Ave., Suite 200  
                                    Orlando FL, 32801  
                                    Attn: Derek C. Burke, P.E., President

                                    WBQ DESIGN & ENGINEERING, INC.  
                                    201 N. Magnolia Ave., Suite 200  
                                    Orlando FL, 32801  
                                    Attn: Troy Vargas, P.E.

## 27.0. HEADINGS

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



## 28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

## 29.0. ASSIGNMENT

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

## 30.0. SEVERABILITY

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

## 31.0. INTEGRATION

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

## 32.0. ATTACHMENTS

Exhibit "A", Scope of Services  
Exhibit "B", Method of Compensation  
Exhibit "C", Details of Cost and Fees  
Exhibit "D", Project Organization Chart

Project No. 528-161  
Contract No. 001697

Exhibit “E”, Project Location Map  
Exhibit “F”, Project Schedule  
Exhibit “G”, Potential Conflict Disclosure Form

[ SIGNATURES TO FOLLOW ]

Project No. 528-161  
Contract No. 001697

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 12, 2021.

**WBQ DESIGN & ENGINEERING, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY:   
Authorized Signature

BY: Aneth Williams Digitally signed by Aneth Williams  
Date: 2021.08.19 17:09:57 -04'00'  
Director of Procurement

Print Name: Derek Bullock

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

Title: President

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

ATTEST:  (Seal)  
Secretary or Notary



*Approved as to form and execution, only.*

Laura N. Kelly, Associate Digitally signed by Laura N.  
Kelly, Associate General Counsel  
Date: 2021.08.19 16:47:46 -04'00'  
General Counsel

*General Counsel for CFX*

Print Name: Diego "Woody" Rodriguez

# **EXHIBIT A**

## **PROJECT SCOPE OF SERVICES**

**Exhibit A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**SCOPE OF SERVICES**

**FOR**

**S.R. 528 WIDENING FROM  
S.R. 417 to Innovation Way**

**PROJECT NO. 528-161**

**IN ORANGE COUNTY, FLORIDA**

**April 21, 2021**

Exhibit A  
SCOPE OF SERVICES

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## **1.0 GENERAL**

### **1.1 Location**

- A. See Widening Concept Roll Plots.

### **1.2 Description**

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 outside widening from SR 417 to Innovation Way. Specifically, the project consists of widening to the outside to accommodate an additional general use travel lane in each direction, widening to the inside to accommodate the appropriate inside shoulder width, replacement of the concrete pavement through the ORT tolling zone, and re-alignment of the westbound entrance ramps from Innovation Way to accommodate a future widening project to the east. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, 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/Documents for the proposed SR 528 outside widening from west of SR 417 to east of Innovation Way. Milling and resurfacing limits are to begin at the construction limits (approximately Sta. 975+00 WB and 1005+00 EB) and end east of the Innovation Way bridge over SR 528 (approximately Sta. 1225+00).
- 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 and support for the preparation of the environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

#### **1.4 Organization**

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

#### **1.5 Term of Agreement for Design Services**

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

##### **1. Project Milestones:**

The Consultant will prepare a tabulation of major project milestones.

##### **2. Project Schedule:**

The Consultant shall include a schedule of major design tasks.

## 2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 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 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

#### 3.2 Geometry

The following criteria are to be incorporated into the design:

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

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

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Median Width (6-lane), ft. (E.O.P./E.O.P.)	50' (typical with guardrail)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

### Ramp Operations

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

### Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per 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 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 SR 528 outside widening from the SR 417 interchange to the Innovation Way interchange. Specifically, the project consists of milling and resurfacing the existing pavement within the limits of the Temporary Traffic Control temporary marking limits from west of SR 417 to east of Innovation Way, widening to the outside for the additional general use lane in each direction, and widening to the median to accommodate appropriate inside shoulder width. Widening and ramp realignments to accommodate the widening will be necessary at the SR 417 interchange, Beachline Main toll plaza, and the Innovation Way interchange. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

### **4.2 Governmental Agencies**

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

### **4.3 Preliminary Design Report - Review**

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

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

- B. Preliminary Design Report (PDR) - Review: Brief report addressing the

following items:

1. Overall widening concept
2. Typical Section analysis at Toll Plaza Gantry
3. Pavement Evaluation by CFX/GEC
4. Drainage and permitting approach
5. Hydroplaning Analysis
6. Adjacent project coordination with 528-160, 417-150, and rail construction by AAF (Brightline Trains)
7. Contra-Flow Coordination

#### **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.

The Consultant shall utilize existing survey data from Project Nos. 528-160 and 417-150. The survey effort for this project will include field survey of the additional project area not covered by the existing survey and to merge the existing data into combined DGN and TIN file for the project.

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

- B. Alignment

Right of Way dgn/geopak files and alignment dgn/geopak files will be provided to design team by CFX/GEC. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.



C. Reference Points

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files provided to design team by CFX/GEC, and control established in Task 27.1 and Task 27.2 to prepare CTL/PNC sheets for Design Plans.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals. (Included in CTL/PNC sheets)

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.
3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.
4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.
5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys – N/A

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

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.

J. Jurisdictional Line Surveys – N/A

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC (includes surveying flagging for surface waters or roadside ditches).

No delineation exhibit was provided by CFX's GEC, therefore no wetland flagging is included.

K. Geotechnical Surveys

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

L. Right-of-Way Ties – N/A

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

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. The Consultant shall review existing geotechnical data from adjacent projects and provide additional geotechnical investigations as required for the project.
- C. 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.

- D. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundations, groundwater and estimated seasonal high groundwater levels, providing necessary geotechnical design parameters to the project Drainage Engineer to evaluate pond drawdown and recovery, pH and resistivity testing of soil and/or surface water to identify environmental classification required for various design considerations, soil shrink/swell characteristics, slope stability in embankment/excavation locations, evaluating the availability of structural fill materials, location and depths of unsuitable material (muck), or other deleterious materials, providing design alternatives based on geotechnical findings; design values for temporary sheet pile walls; allowable design loads or pressures for each foundation type, corrosion testing for structures and geotechnical parameters to aid in the design of foundations for sign structures.
- E. 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.
- F. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- G. 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.
- H. 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 CFX/GEC shall provide the pavement design in accordance with the requirements of the FDOT Pavement Design Manual.

#### **4.8 Borrow Pits – N/A**

#### **4.9 Governmental Agency and Public Meetings**

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

#### **4.10 Environmental Permits**

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

zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges
13. Pre-application meetings with SFWMD and SJRWMD

#### **4.11 Utilities**

##### **A. Location**

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

##### **B. Utility Coordination**

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The

Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

#### **4.12 Roadway Design**

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the *Preliminary Engineering Memorandum* and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
  1. Cover sheet (key sheet)
  2. Summary of Pay Items
  3. General notes

4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Typical roadway details
8. Plans and profiles (plans at 1"=50' scale)
9. Interchange layout plans
10. Ramp Terminal Details (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
11. Roadway and Pond cross sections
12. Traffic Control Sheets including Temporary Drainage
13. Utility Adjustment Sheets
14. Details
15. Special provisions
16. Special specifications

#### **4.13 Structures Design**

- A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Sign structures:
  - a. Structural evaluation of the following existing structures:
    - i. See Concept Roll Plot for sign structures to remain (Additional sign area less than 20%)
    - ii. Toll gantry truss at Beachline Main Plaza (Additional sign area less than 20%)
    - iii. Condition Evaluation and Ancillary Structures Report for 5 existing overhead span sign structure and 1 existing overhead cantilever sign structure. Assume that ground mounted signs, aluminum light poles, and CCTV poles are not included in Condition Evaluation. Assumes existing plans are available. Also, Ancillary Structures Report for items listed in Condition Evaluation.
  - b. Design of sign structures:

- i. 5 Overhead Cantilever
- ii. 4 Overhead Truss
- iii. Up to 4 Multi-Post ground mount signs

## 2. Lighting

- a. 1 Structural lighting detail not covered by Standard Plans. Assumed for closing up barrier gaps for at grade median light poles.

## 3. ITS

- a. CCTV pole foundation designs for 50' and 60' tall poles.
- b. TMS pole foundation designs for 30' and 40' tall poles.

## 4. Walls

- a. Design 600' long steel sheet pile wall with concrete facing between SR 528 and Innovation Way ramp.

## 5. Drainage

- a. Design of box culvert extension:  
(2) 8' x 3' Concrete Box Culvert near Sta. 1164+00 to be extended and connected to box culvert that run under the AAF tracks with provisions for outfalls to the linear ponds on both sides.

### 4.14 Drainage Design

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

- 1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
- 2. Substantial pond design at the 30% submittal. Modify existing ponds for additional treatment for the widening, concurrence when widening included in the existing permit, and design of new ponds as necessary.
- 3. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
- 4. 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.
- 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.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
  2. Drainage structure details
  3. Storm drain and culvert profiles and/or drainage cross-sections
  4. Lateral ditches/channels
  5. Outfall ditches/channels
  6. Retention/detention ponds/exfiltration system

#### **4.15 Roadway Lighting**

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor impacted by the widening, overhead sign lighting and wall/pier mount, underdeck lighting. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
- Cover sheet (key sheet)
  - Tabulation of Quantities
  - General notes
  - Pole data and Legend sheet
  - Project Layout sheet
  - Plans sheets (plans at 1"=50' scale)
  - Service point detail
  - Special Details

#### **4.16 Traffic Engineering**

- A. Traffic Data will be furnished by CFX.
- B. Traffic Data Analysis will be furnished by CFX and include an AM and PM peak weaving analysis at the seven (7) ramp terminals including the toll

plaza ramps along the project. Results of analysis will be used to validate the concept(s) included with the PDR.

C. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" = 100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
2. The Consultant shall investigate the need for temporary signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet piling in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

**4.17** Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).
- D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.
- E. A roll plot of the proposed signing and pavement markings is required with the PDR and 60% Plans submittals

**4.18** Signalization Plans – N/A

#### **4.19 Right-of-Way Surveys**

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

#### **4.20 Cost Estimates**

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

#### **4.21 Special Provisions and Specifications**

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

#### **4.22 Fiber Optic Network (FON)**

##### **A. Fiber Optic Infrastructure Plans**

1. The site construction plans shall be developed at a scale of 1" = 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 and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. In general intent is to replace all existing devices with new; requiring older items be turned over to the CFX (plan note)
2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON
  - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - e. Manhole/Pull box locations and stub-out details (standard details provided)
  - f. Device layout
  - g. Device installation details
  - h. Conduit installation details (standard details provided)
  - i. Fiber optic cable route marker detail (standard details provided)
  - j. Fiber count per conduit
  - k. Communications interconnect

- l. Connectivity with the FON backbone conduits
- m. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- n. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- o. Design Methodology Report shall include voltage drop calculation 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. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- v. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- w. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- x. Replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- y. 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.
- z. Replace existing EB and WB backbone/feeder conduit and place within proposed outside shoulder widening.

- aa. Relocation of existing mainline wrong way detection site (WWDS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to relocate or replace the existing site and any necessary attachment details, power service, fiber optic connections, and cabinets (standard details provided).
  - bb. Provide a ramp wrong way detection site (WWDS) at the SR 528 Eastbound off-ramp to Innovation Way
- 3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
  - a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through all phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
  - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
  - j. Location of proposed sound walls

B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
- 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
- 3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

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

**D. Inside Plant Plans**

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

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

**4.23 Toll Plazas**

- A. This proposal includes modifications and/or improvements to the existing toll plazas, including any associated equipment and gantry systems.
- New wireways on existing gantry
  - Conduits from gantry to existing tunnel
  - Loop conduits from new pavement to existing tunnel
  - Structural penetrations of existing tunnel
- B. New concrete pavement is to be included at the mainline tolling point in accordance with current CFX preferences.
- Toll pavement to be coordinated with TEC/CFX Tolls
  - Pavement and loop conduit design will accommodate no more than 2 TEC loop layout variations

**4.24 Post-Design Services – Not included at this time.**

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

### **5.1 Record Documents**

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

### **5.2 Traffic Data**

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

### **5.3 Other**

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

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

### **6.1 Right-of-Way Acquisition**

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

### **6.2 Utility Agreements**

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

### **6.3 Public Involvement**

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

### **6.4 Contracts and Specifications Services**

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

### **6.5 Post-Design Services**

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

### **6.6 Environmental Permits**

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

### **6.7 Conceptual Specialty Design**



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

## **7.0 ADMINISTRATION**

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

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

### **7.2 CFX's Project Manager will:**

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

### **7.3 Consultant**

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

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

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

#### **7.4 Project Control**

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
  1. Determine and highlight critical path work from initial plans as work progresses.
  2. Identify progress against schedule for each identified work item.
  3. Forecast completion dates from current progress.
  4. Highlight rescheduled work in any area which is out of required sequence.
  5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
  6. Forecast future conflicts in any area.

#### **7.5 Work Progress**

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's

Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

#### **7.6 Schedule**

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

#### **7.7 Project Related Correspondence**

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

#### **7.8 Quality Control**

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

#### **7.9 Consultant Personnel**

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

#### **7.10 Site Visit**

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

## **7.11 Acceptability of the Work**

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

## **7.12 Design Documentation**

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

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

**7.13**    Reviews and Submittals

- A.    Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B.    Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
  1. Preliminary Engineering (Memorandum) (Electronic file transfer with all files in pdf format)
  2. 30% Roadway Plans (Electronic file transfer with all files in pdf format)
  3. 60% Roadway and specifications, Geotechnical Report (Electronic file transfer with all files in pdf format and CAD files in DGN format)
  4. 90% Roadway and specifications (Electronic file transfer with all files in pdf format and CAD files in DGN format)
  5. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file transfer with all files in pdf format and CAD files in DGN format)
  6. Pre-Bid Plans (Electronic file transfer with all files in pdf format and CAD files in DGN format. Submit final hard copies of reports to the CFX project manager)

7. Bid Set (1 set signed and sealed plans, 1 set “clean” plans, 1 set signed and sealed reports and one (1) Electronic file transfer with all files in pdf format and CAD files in DGN format)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
  1. The reason for the delay.
  2. The design components impacted.
  3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

#### **7.14 30% Plans 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 benchmarks shown.
- c. Existing topography.
- d. Base line of surveys, curve data, bearings, etc. shown.
- e. Beginning and end stations (project and construction).
- f. Geometric dimensions.
- g. Proposed and existing limited access right-of-way lines.
- h. Existing ground line.
- i. Proposed profile grade.
- j. Type, size and horizontal location of existing utilities.
- k. Drainage structures and numbers are shown
- l. Drainage ponds are shown.
- m. Conceptual sign structure locations 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. Preliminary Traffic Control

- a. General Notes
- b. Phasing Typical Sections/Notes
- c. Detour Plans

8. Right-of-Way Control Survey
9. Signing and Pavement Markings
  - a. Striping layout.
  - b. Sign structure locations.
  - c. Roll plot with guide sign panels shown.

#### **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. 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. 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.
- l. 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. Crossroads, frontage roads, and access roads shown.
- h. Intersection details shown.

#### 8. Traffic Control Plans

#### 9. Utility Adjustments

#### 10. Signing and Pavement Marking Plans

#### 11. Intelligent Transportation System (ITS) Plans

#### 12. Highway Lighting Plans

### 13. Selective Clearing and Grubbing (if required)

#### **7.16** 90% Plans 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. Structures Plans
  - 15. Selective Clearing and Grubbing (if required)
- 7.17** 100% Roadway, Bridge, and Structural Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.18** Pre-Bid Plans
- 7.19** Bid Set

**CONSENT AGENDA ITEM  
#8**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 15, 2022

SUBJECT: Approval of Supplemental Agreement No. 1 to Second Contract Renewal with  
PFM Financial Advisors LLC for Financial Advisor Services  
Contract No. 001245

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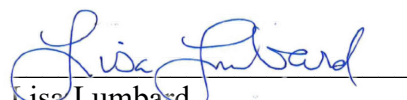
Board approval of Supplemental Agreement No. 1 to the second renewal of the referenced contract with PFM Financial Advisors LLC in the amount of \$57,000.00 for three (3) months beginning October 1, 2022 and ending December 31, 2022 is requested. The original contract was for three years with two one-year renewals.

The work includes providing financial advisor services.

Original Contract	\$ 765,000.00
First Renewal	\$ 260,000.00
Second Renewal	\$ 260,000.00
Supplemental Agreement No. 1	\$ 57,000.00
Total	\$1,342,000.00

This contract is included in the OM&A Budget.

Reviewed by:

  
Lisa Lumbar  
Chief Financial Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1  
TO  
SECOND RENEWAL AGREEMENT

Contract Name: Financial Advisor Services

Contract No: 001245

This Supplemental Agreement No. 1 entered into this 8th day of September 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and PFM FINANCIAL ADVISORS LLC, (“FINANCIAL ADVISOR”) together with its affiliate, PFM Swap Advisors LLC (FINANCIAL ADVISOR AFFILIATE), Delaware limited liability companies, hereinafter called the (“ FINANCIAL ADVISOR”). the same being supplementary to the second renewal of the original Contract (dated August 10, 2017 with a Notice to Proceed date of September 17, 2020 and a time extension to September 30, 2020) between the aforesaid, for a one year period beginning October 1, 2021, and ending September 30, 2022, for financial advisor services, (the “Renewal Agreement”).

CFX has determined it necessary to extend the term of the second renewal to December 31, 2022, and

1. Financial Advisor hereby agrees to the extension of the term of the second renewal with an increase of \$57,000.00 to the contract amount.
2. CFX and Financial Advisor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Financial Advisor’s waiver of all future rights for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary so that the Financial Advisor can continue the required services authorized by CFX to the extended end of the second renewal Contract term.

This Supplemental Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

\*\*This space is left intentionally blank \*\*

SUPPLEMENTAL AGREEMENT NO. 1 to SECOND RENEWAL AGREEMENT

Contract Name: Financial Advisor Services

Contract No.: 001245

Cost of additional services: \$57,000.00

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

**PFM FINANCIAL ADVISORS LLC**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Aneth Williams  
Director of Procurement

**PFM SWAP ADVISORS LLC**

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

ATTEST: \_\_\_\_\_(SEAL)

Secretary or Notary

Approved as to form and legality by legal  
counsel to the Central Florida  
Expressway Authority on this \_\_\_\_ day of  
\_\_\_\_\_, 2022 for its exclusive use  
and reliance.

By: \_\_\_\_\_  
Diego "Woody" Rodriguez,  
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 2 AGREEMENT  
CONTRACT NO. 001245**

THIS CONTRACT RENEWAL NO. 2 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 PFM FINANCIAL ADVISORS LLC, ("FINANCIAL ADVISOR") together with its affiliate, PFM Swap Advisors LLC (FINANCIAL ADVISOR AFFILIATE), Delaware limited liability companies, hereinafter called the (" FINANCIAL ADVISOR"). CFX and FINANCIAL ADVISOR are referred to herein sometimes as a "Party" or the "Parties".

**WITNESSETH**

**WHEREAS**, CFX and the FINANCIAL ADVISOR entered into that certain Contract Agreement dated August 10, 2017, (collectively, the "Original Agreement"), with a Notice to Proceed date of September 1, 2017, and a time extension to September 30, 2020, whereby CFX retained the FINANCIAL ADVISOR to provide financial advisory services; and

**WHEREAS**, pursuant to Article 2 of the Original Agreement, CFX and FINANCIAL ADVISOR 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. **Renewal Term.** CFX and FINANCIAL ADVISOR agree to exercise the second 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. **Compensation for Renewal Term.** The FINANCIAL ADVISOR shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "C"** of the Original Agreement, in an amount up to \$260,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the FINANCIAL ADVISOR pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.



IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**PFM FINANCIAL ADVISORS LLC**

By: David C. Miller  
Print Name: David C. Miller  
Title: Managing Director

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2021.07.26 13:10:09 -04'00'  
Aneth Williams, Director of Procurement

**PFM SWAP ADVISORS LLC**

By: Jeffrey M. Pearsall  
Print Name: Jeffrey M. Pearsall  
Title: Managing Director

ATTEST: Op D. Maddipati (SEAL)  
Secretary or Notary

Approved as to form and legality by legal counsel  
to the Central Florida Expressway Authority on  
this 14th day of JULY, 2021 for its exclusive  
use and reliance.

By: Diego "Woody" Rodriguez  
Diego "Woody" Rodriguez, General Counsel

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

August 12, 2020

Mr. David Miller  
PFM Financial Advisors LLC  
300 South Orange Avenue, Suite 1170  
Orlando, Florida 32801

RE: Financial Advisor Services  
**Time Extension Request**  
Contract No. 001245

Dear Mr. Miller:

This letter will serve as time extension of the referenced contract until September 30, 2020, with no increase in the contract amount. All terms and conditions of the referenced contract and any additions or amendments thereto remain in effect.

Please acknowledge acceptance of the time extension and the stated terms by signing below and returning this letter to my attention.

Sincerely,  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

*Aneth Williams*

Aneth Williams  
Director of Procurement

Accepted: PFM Financial Advisors LLC

By: *Dee Rober*

Title: Managing Director

Date: 8/12/20

cc: Lisa Lumbard, CFO

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001245**

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** (“Renewal Agreement”), is made and entered into this 10th day of September 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and PFM FINANCIAL ADVISORS LLC, (“FINANCIAL ADVISOR”) together with its affiliate, PFM Swap Advisors LLC (FINANCIAL ADVISOR AFFILIATE), Delaware limited liability companies, hereinafter called the (“FINANCIAL ADVISOR”). CFX and FINANCIAL ADVISOR are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, CFX and the FINANCIAL ADVISOR entered into that certain Contract Agreement dated August 10, 2017, (collectively, the “Original Agreement”), with a Notice to Proceed date of September 1, 2017, and a time extension to September 30, 2020, whereby CFX retained the FINANCIAL ADVISOR to provide financial advisory services; and


**WHEREAS**, pursuant to Article 2 of the Original Agreement, CFX and FINANCIAL ADVISOR 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. **Renewal Term.** CFX and FINANCIAL ADVISOR agree to exercise the first 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. **Compensation for Renewal Term.** The FINANCIAL ADVISOR shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “C”** of the Original Agreement, in an amount up to \$260,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the FINANCIAL ADVISOR pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

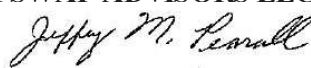
**PFM FINANCIAL ADVISORS LLC**

By:   
Print Name: David C. Miller  
Title: Managing Director

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2020.09.25 15:54:33 -04'00'  
Aneth Williams, Director of Procurement

**PFM SWAP ADVISORS LLC**

By:   
Print Name: Jeffrey M. Pearsall  
Title: Managing Director

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

By: Woody Rodriguez Digitally signed by Woody Rodriguez  
Date: 2020.09.22 10:19:50 -04'00'  
Diego "Woody" Rodriguez, General Counsel

ATTEST:  (SEAL)

Dorrena B. Davis  
Managing Associate

2017 OCT 2 PM 2:31

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
PFM FINANCIAL ADVISORS LLC  
PFM SWAP ADVISORS LLC  
FINANCIAL ADVISOR SERVICES**

**CONTRACT NO. 001245**

**CONTRACT DATE: AUGUST 10, 2017**

**CONTRACT AMOUNT: \$765,000.00**

**CONTRACT, SCOPE OF SERVICES, POTENTIAL  
CONFLICT DISCLOSURE FORM, AND FEE PROPOSAL**

**FINANCIAL ADVISOR SERVICES**

**CONTRACT NO. 001245**

**AUGUST 2017**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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## **CONTRACT**

This Contract is made this 10th day of August 2017, 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 PFM FINANCIAL ADVISORS LLC ("FINANCIAL ADVISOR"), together with its affiliate, PFM SWAP ADVISORS LLC ("FINANCIAL ADVISOR AFFILIATE"), Delaware limited liability companies, registered and authorized to do business in the State of Florida, whose principal address is 300 S. Orange Avenue, Suite 1170, Orlando, Florida 32801 hereinafter "the FINANCIAL ADVISOR, pursuant to which FINANCIAL ADVISOR and FINANCIAL ADVISOR AFFILIATE will render the services under this Contract, as applicable.

FINANCIAL ADVISOR and FINANCIAL ADVISOR AFFILIATE shall be bound to the terms and conditions of this Contract; provided, however, that FINANCIAL ADVISOR AFFILIATE shall provide its services pursuant to a separate "Work Order" which shall include FINANCIAL ADVISOR AFFILIATE's scope of services, compensation, and any other applicable regulatory or legal requirements.

## **WITNESSETH:**

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

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a FINANCIAL ADVISOR to provide financial advisory services and related tasks as may be assigned to the FINANCIAL ADVISOR by CFX; and

**WHEREAS**, on or about June 11, 2017, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and

**WHEREAS**, FINANCIAL ADVISOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and

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



## 1. SERVICES TO BE PROVIDED

The FINANCIAL ADVISOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein; provided, however that FINANCIAL ADVISOR AFFILIATE shall perform its portion of the services pursuant to the separate scope of services set forth in its Work Order attached to Exhibit "A" as Exhibit "A-1". The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing financial advisory services as detailed in the Addendum to the Scope of Services, and the FINANCIAL ADVISOR AFFILIATE Work Order, attached hereto collectively as **Exhibit "A"**, and incorporated by reference as though set forth fully herein.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the FINANCIAL ADVISOR 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 financial advisors or CFX staff.

## 2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by FINANCIAL ADVISOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide FINANCIAL ADVISOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for FINANCIAL ADVISOR'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 FINANCIAL ADVISOR (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. FINANCIAL ADVISOR will be paid for all work properly performed prior to termination. FINANCIAL ADVISOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If FINANCIAL ADVISOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails

to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the FINANCIAL ADVISOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If FINANCIAL ADVISOR (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 FINANCIAL ADVISOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the FINANCIAL ADVISOR's default (including the costs of completing Contract performance) shall be charged against the FINANCIAL ADVISOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the FINANCIAL ADVISOR 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, FINANCIAL ADVISOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit FINANCIAL ADVISOR 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 FINANCIAL ADVISOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by FINANCIAL ADVISOR. 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR or any employee, servant, or agent of the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 \$765,000.00.

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

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

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the FINANCIAL ADVISOR'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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR 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 FINANCIAL ADVISOR or any subcontractor. By submitting a response to the Request for Proposal, FINANCIAL ADVISOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and FINANCIAL ADVISOR refuses such access or review, FINANCIAL ADVISOR 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 FINANCIAL ADVISOR. These provisions shall not be limited in any manner by the existence of any FINANCIAL ADVISOR claims or pending litigation relating to the Contract. Disqualification or suspension of the FINANCIAL ADVISOR for failure to comply with this section shall also preclude the FINANCIAL ADVISOR from acting in the future as a subcontractor of another FINANCIAL ADVISOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the FINANCIAL ADVISOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The FINANCIAL ADVISOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the FINANCIAL ADVISOR and any or all subcontractors to support the compensation paid the FINANCIAL ADVISOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services.

In the event funds paid to the FINANCIAL ADVISOR 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 FINANCIAL ADVISOR agrees that such amounts are due to CFX upon demand. Final payment to the FINANCIAL ADVISOR shall be adjusted for audit results.

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

## **5. PUBLIC RECORDS**

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

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

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

stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

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

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

FINANCIAL ADVISOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. FINANCIAL ADVISOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, FINANCIAL ADVISOR 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, FINANCIAL ADVISOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "B."**

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

FINANCIAL ADVISOR 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.

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR, and that no such person shall have any such interest at any time during the term of this Agreement.

## 7. FINANCIAL ADVISOR INSURANCE

FINANCIAL ADVISOR 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. FINANCIAL ADVISOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

7.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by FINANCIAL ADVISOR under this Agreement.

7.2 **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;

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

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

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

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for

commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. FINANCIAL ADVISOR 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 FINANCIAL ADVISOR hereunder, FINANCIAL ADVISOR 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 FINANCIAL ADVISOR'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 FINANCIAL ADVISOR's policies shall be excess insurance, not contributory.

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

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

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

## **8. FINANCIAL ADVISOR RESPONSIBILITY**

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and

- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

## 9. INDEMNITY

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR and other persons employed or utilized by FINANCIAL ADVISOR in the performance of the contract.

Further, FINANCIAL ADVISOR 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 FINANCIAL ADVISOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the FINANCIAL ADVISOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

9.1 violation of same by FINANCIAL ADVISOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the FINANCIAL ADVISOR Property or FINANCIAL ADVISOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by FINANCIAL ADVISOR,

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

9.5 FINANCIAL ADVISOR's failure to include terms in its subcontracts as required by this Contract,

9.6 FINANCIAL ADVISOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 FINANCIAL ADVISOR's breach of any of the warranties or representations contained in this Contract.

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR for performance of each task authorized under the Contract is the specific consideration



from CFX to FINANCIAL ADVISOR for FINANCIAL ADVISOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

#### **10. PRESS RELEASES**

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

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

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

#### **12. NONDISCRIMINATION**

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

#### **13. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the FINANCIAL ADVISOR is the level of expertise, knowledge and experience possessed by employees of FINANCIAL ADVISOR, particularly the individuals listed below, hereinafter "Key Personnel."

##### Name and Title of Key Personnel

David Miller, Managing Director

Brent Wilder, Managing Director

Mary Francoeur, Managing Director

Cristina Nieto Gomez, Director

Margaret (Hope) Davidson, Senior Managing Consultant

And, FINANCIAL ADVISOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, FINANCIAL ADVISOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and 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, FINANCIAL ADVISOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

FINANCIAL ADVISOR 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 FINANCIAL ADVISOR, are listed above and CFX shall be notified in advance of any changes in the individuals, and any replacement shall be subject to the approval of CFX, which approval shall not be unreasonably withheld. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, FINANCIAL ADVISOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by FINANCIAL ADVISOR hereunder. FINANCIAL ADVISOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, FINANCIAL ADVISOR 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 FINANCIAL ADVISOR'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.

#### **14. NOTIFICATION OF CONVICTION OF CRIMES**

FINANCIAL ADVISOR shall notify CFX if any of FINANCIAL ADVISOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

#### **15. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT**

FINANCIAL ADVISOR 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, FINANCIAL ADVISOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 16. SUBLETTING AND ASSIGNMENT

CFX has selected FINANCIAL ADVISOR to perform the Services based upon characteristics and qualifications of FINANCIAL ADVISOR and its employees and the subcontractors listed below.

### List of Subcontractors

N/A

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

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

## 17. DISPUTES

All services shall be performed by the FINANCIAL ADVISOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action, provided, however, that FINANCIAL ADVISOR retains a right to initiate a proceeding for adjudication or enforcement. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## 18. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in

full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## **19. INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

## **20. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT**

FINANCIAL ADVISOR 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."

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

## **21. APPLICABLE LAW; VENUE**

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

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

## **22. RELATIONSHIPS**

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

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

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

## **23. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If FINANCIAL ADVISOR 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, FINANCIAL ADVISOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

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

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

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

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

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Payment to FINANCIAL ADVISOR for satisfactory work performed or for termination expenses, if applicable; and

25.3 Prohibition on non-competition agreements of FINANCIAL ADVISOR's employees with respect to any successor of FINANCIAL ADVISOR; and

25.4 Obligations upon expiration or termination of the Contract; and

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

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

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

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

## **27. INSPECTOR GENERAL**

FINANCIAL ADVISOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

## **28. ASSIGNMENT**

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

## **29. E-VERIFY**

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

full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## **19. INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

## **20. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT**

FINANCIAL ADVISOR 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."

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

## **21. APPLICABLE LAW; VENUE**

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

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

to FINANCIAL ADVSIOR, its personnel and its role as IRMA, including in the written representation of CFX required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FINANCIAL ADVISOR. CFX further agrees not to represent that FINANCIAL ADVSIOR is CFX's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FINANCIAL ADVISOR's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to their clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in FINANCIAL ADVISOR's Disclosure Statement delivered to CFX together with this Agreement.

### **33. INFORMATION TO BE FURNISHED TO MUNICIPAL ADVISOR**

All information, data, reports, and records ("Data") in the possession of CFX or any third party necessary for carrying out any services to be performed under this Agreement shall be furnished to FINANCIAL ADVISOR upon request. To the extent CFX requests that FINANCIAL ADVSIOR provide advice with regard to any recommendation made by a third party, CFX will provide to FINANCIAL ADVISOR written direction to do so as well as any Data it has received from such third party relating to its recommendation. CFX acknowledges and agrees that while FINANCIAL ADVISOR is relying on the Data in connection with its provision of the services under this Agreement, FINANCIAL ADVISOR makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

### **34. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Potential Conflict Disclosure Form

Exhibit "C" Fee Proposal


[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 August 10, 2017.

**ACCEPTED AND AGREED TO BY:****PFM FINANCIAL ADVISORS LLC**

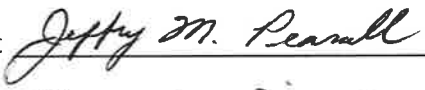
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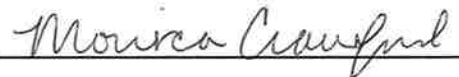
By:   
Managing Director  
 Title

ATTEST:  (Seal)

DATE: 9/26/17


**PFM SWAP ADVISORS LLC**

By:   
Managing Director  
 Title

ATTEST:  (Seal)

DATE: 9/27/17

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:   
 Director of Procurement

Print Name: Aneth Williams

Date: 10/4/17

*Approved as to form and execution for the use and reliance by CFX only.*

  
 General Counsel for CFX

## **Exhibit A**

### **SCOPE OF SERVICES FINANCIAL ADVISOR SERVICES**

This Scope of Services covers the entire spectrum of services customarily provided to governmental entities by financial advisors, but may generally be divided into three groups: services related to financial planning, services related to debt issuance, and special services. The services provided should include, but need not necessarily be limited to, the following:

#### **1. SERVICES RELATED TO FINANCIAL PLANNING**

In consultation with CFX's staff and various consultants, the Financial Advisor will design and monitor the plan of finance for CFX's capital improvement plan. The plan will include, but will not be necessarily limited to, the following:

- A. An overall evaluation of the legal structure and all financing sources presently available to CFX, including, but not limited to, internally generated funds, debt financing, leasing, federal or state grants, private sources, and various combinations of all these sources.
- B. A comprehensive analysis of CFX's current debt and financial capacity.
  - 1. This analysis includes a long-term financial feasibility analysis for each significant capital improvement project contained in CFX's plan for which financing must be considered. Implicit in this analysis is an evaluation of the impact of the operating costs of these improvements upon the financial capacity of CFX.
  - 2. The financial advisor should also review all indebtedness of CFX presently outstanding, and provide recommendations relative to the refinancing or early retirement of said obligations.
- C. Provide an analysis of all available financing options.
  - 1. As stated previously, this analysis should not be limited to a consideration of which type of debt should be issued to finance a particular project, but should also consider whether or not a financing alternative to debt exists.

2. In the event that the issuance of debt is determined to represent the most viable financing alternative, this analysis should include recommendations as to the structure of the debt and any variations that would be appropriate for and advantageous to CFX.
- D. Recommendations as to the need for short or intermediate term financing prior to or in conjunction with long term financing, as appropriate.
- E. Recommendations as to possible changes in or additions to the existing financial resources and legal structures.
- F. Advice on terms and features of bonds and on timing and marketing of bond issues.
- G. Providing CFX with assistance in the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.
- H. Performance of other related services as required related to the development of a financing plan.

## 2. SERVICES RELATED TO DEBT ISSUANCE

The Financial Advisor shall, as requested, provide the following services in conjunction with the issuance of debt instruments by CFX:

- A. Prepare a Debt Financing Structure. This is a complex function, which will generally consist of, but need not necessarily be limited to, development of the following structural components:
  1. Establishment of sizing parameters for the debt to be issued, taking into consideration both the cash flow requirements associated with the capital improvements being financed, as well as reinvestment yields estimated to be available during the term of the project.
  2. Determination of maturity schedule for the proposed debt. This evaluation should take into account the estimated useful life of the project to be constructed utilizing the proceeds of the debt, as well as future demands upon the funds pledged for the repayment of the debt. Functionally related to the proposed maturity schedule is a determination of whether or not to use exclusively serial instruments or an appropriate combination of term and serial obligations.
  3. Recommendation of an appropriate credit structure. One of the most critical elements in the design of any capital facility debt financing is a determination of source of funds to be used, to repay the debt, which

is acceptable from the perspective of both the issuer and the purchaser. This evaluation will include recommendations as to appropriate primary as well as secondary revenue sources to be pledged for the repayment of the debt, and should also give serious consideration to the form of the pledge.

4. Evaluate and recommend, where appropriate, the use of appropriate types of credit enhancements. This analysis should result in recommendations relating to, among other things, the use of bond insurance or letters of credit.
  5. Recommendations concerning the timing of the issuance of debt obligations to fund the improvements. This analysis includes an analysis not only of when to issue the debt to take advantage of the most favorable market conditions, but also should include a recommendation as to the desirability of utilizing interim financing techniques, such as bond or revenue anticipation notes.
  6. Advising and preparing analysis as to the advantages and disadvantages of a negotiated versus competitive sale of bonds. In the event that a negotiated sale is the preferred method, the financial advisor may be required to assist in the preparation of a request for proposals for underwriting services and in the selection process.
- B. Administer the Marketing and Sale of the Obligations. Services provided in connection with this multi-task function will include the following:
1. Assist in the development of documentation prerequisite to the issuance of the debt. Included in the documents to be prepared, include, but may not be limited to, the following:
    - a. Resolutions authorizing the issuance and sale of the obligations
    - b. Official Statement and, when deemed necessary, Preliminary Official Statement relating to the sale of the obligations
    - c. Purchase Contract(s) between CFX and the purchasers of the obligations
    - d. Other additional documents and contracts relating to the sale and closing of the obligations.
  2. Assist CFX and Bond Counsel in any validation proceedings, as necessary.

3. Prepare, and make presentations on behalf of CFX, to one or more of the nationally recognized credit rating organizations in order to obtain the highest possible credit rating for the obligations of CFX. This task envisions not only obtaining a rating for CFX, but also ensuring the maintenance of the ratings obtained, where possible.
4. Develop the broadest possible interest among potential purchasers of the obligations. Whether sold competitively or negotiated, this item contemplates an aggressive marketing campaign by the financial advisor in attracting either prospective bidders and preparing bid documents, in the case of a competitive sale, or prospective underwriters in the case of a negotiated sale. In either event the intent is to obtain the lowest possible cost of borrowing for CFX.
5. Oversee the actual sale and closing on the obligations issued, including a recommendation by the financial advisor to accept, reject, or renegotiate the proposals. This process typically includes verifying the spread and average interest cost calculations, expressing an opinion on the competitive character of the bids in light of current market conditions, and evaluating the marketing effort required to sell the obligations.
6. Advising and preparing the financial analysis as to the advantages and disadvantages of cash debt service reserves versus surety arrangements, as applicable.
7. Advising and preparing the financial analysis as to the advantages and disadvantages of issuing insured versus uninsured bonds.
8. Prepare and updated schedules and distribution lists for each bond issuance and distribute to the working group.
9. Advising CFX as to the cost effectiveness of obtaining on or more ratings on its bond issues.
10. Assist CFX in the procurement of various types of professional services required in connection with the issuance of the obligations, including, but not limited to, the following:
  - a. Investment Banking (Underwriting) Services  
(negotiated sale only)
  - b. Bond Counsel
  - c. Disclosure Counsel
  - d. Issuers Counsel

- e. Printing Services
- f. Bond Registration, Paying Agent, and Trustee services (if applicable)
- g. Remarketing Agents
- h. Bond Insurance and Surety Policies
- i. Verification Agents
- j. Rating Agency Services
- k. Other related services

It is intended that the inclusion of this responsibility within the Scope of Services provided by the Financial Advisor also envisions the post issuance evaluation by the Financial Advisor of the services so obtained.

- 11. Participate and assist in closings.
- 12. Present a written and oral report and summary conclusions on each bond issue to CFX staff, Finance Committee, and when requested, CFX Board after closing.
- 13. Provide an opinion as to the appropriateness and fairness of each bond issue including an evaluation of the underwriters' performance.
- 14. Perform other debt related services as required.
- 15. Provide continuing updates on the impact of current or proposed state or federal legislation, or the effects of changing market conditions, which could potentially affect the financing plans of CFX.

### 3. SPECIAL SERVICES

From time to time CFX may request other financial planning and/or general advisory services not described above. Such services may include, but may not necessarily be limited to the following:

- A. Modeling of revenue and expenditures and debt profile.
- B. Analysis of financing alternatives for specified programs or projects.

- C. Assist in the development of goals, objectives and criteria to be incorporated in a long-range comprehensive debt management system.
- D. Preparation of a rating agency program or presentation(s) not directly related to the issuance of debt.
- E. Assist in the evaluation of investment programs. This includes monitoring of escrow accounts and providing advice on restructuring where appropriate.<sup>1</sup>
- F. Assistance in implementation of investment strategies including, but not limited to, forward rate agreements or escrow account restructuring. The Financial Advisor may prepare cash flow and yield calculations, assist in preparing procurement documents, negotiate or conduct competitive bidding for procurement of investments and generally advise on the structuring, timing and procurement of investments to implement a specific strategy. This may require coordination with CFX's Investment Advisor.<sup>2</sup>
- G. Continuous program research – provide evaluations of CFX's debt structure and provide innovative or creative ideas for enhancing CFX's position (i.e., improving coverage, reducing debt load, reducing interest rate, reducing portfolio risk, removing restrictive covenants, etc.). This includes the monitoring and evaluation of unsolicited proposals received by CFX.
- H. Provide financial or economic impact of specific programs being considered or proposed.
- I. Attend meetings as required of CFX Board and CFX Finance Committee and other planning meetings.
- J. Provide other related services as required as it relates to financial planning and general financial advisory services.

#### End of Scope of Services

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<sup>1</sup> If requested by the client, these services will be provided by PFM Swap Advisors LLC or PFM Investment Advisors LLC, as appropriate and under separate agreement.

<sup>2</sup> If requested by the client, these services will be provided by PFM Swap Advisors LLC or PFM Investment Advisors LLC, as appropriate and under separate agreement.


**CONSENT AGENDA ITEM  
#9**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 15, 2022

SUBJECT: Approval of Concrete Impressions of Florida, Inc. as a Subcontractor to Jorgensen Contract Services, L.L.C. for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension Contract No. 001151

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Board approval of Concrete Impressions of Florida, Inc. as a subcontractor to Jorgensen Contract Services, L.L.C. to replace panels and columns is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:



Don Budnovich, PE  
Director of Maintenance



Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: 08/01/2022

CFX Contract Name: Roadway and Bridge Maintenance Services CFX Contract No.: 001151

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: Concrete Impressions of Florida, Inc.

Address: PO Box 292782, Tampa, FL 33687

Phone No.: 813-899-4284

Federal Employee ID No.: 59-3542215

D/M/WBE Subconsultant/Subcontractor? Yes ☐ No ☒ (If Yes, D/M/WBE Utilization Form and Certification also required)

Description of Services to Be Sublet: Replacement of panels & columns on damaged wall

Estimated Beginning Date of Sublet Services: August 2022

Estimated Completion Date of Sublet Services: June 2023

Estimated Value of Sublet Services\*: \$ 116,000.00

\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: Kim Jones Kim Jones  
(Signature of Consultant/Contractor Representative)

Vendor Coordinator  
Title

Recommended by: Glenn Pressimone  
(Signature of CFX Director of Maintenance)

Date: Aug 3, 2022

Approved by: Glenn Pressimone  
(Signature of Chief of Infrastructure)

Date: Aug 3, 2022

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM  
#10**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 18, 2022

SUBJECT: Approval of Supplemental Agreement No. 6 with Jorgensen Contract Services, L.L.C. for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension  
Contract No. 001151

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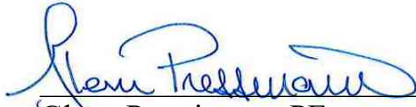
Board approval of Supplemental Agreement No. 6 with Jorgensen Contract Services, L.L.C. for a not-to-exceed amount of \$189,352.44 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes litter patrol, mowing and slope mowing services.

Original Contract	\$17,483,700.00
Supplemental Agreement No. 1	\$ 300,000.00
Supplemental Agreement No. 2	\$ 247,467.00
Supplemental Agreement No. 3	\$ 0.00
Supplemental Agreement No. 4	\$ 0.00
First Renewal	\$ 3,750,000.00
Supplemental Agreement No. 5	\$ 0.00
Supplemental Agreement No. 6	\$ 189,352.44
Total	\$21,970,519.44

This contract is included in the OM&A Budget.

Reviewed by:   
Don Budnovich, PE  
Director of Maintenance

  
Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Roadway and Maintenance Services - SR 408, SR 417, SR 528 and Goldenrod Road Extension

Contract No. 001151

This Supplemental Agreement No. 6 entered into this 8<sup>th</sup> day of September 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and JORGENSEN CONTRACT SERVICES, L.L.C., (the “CONTRACTOR”), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on SR 408, SR 417, SR 528, and the Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

WITNESETH:

1. CFX has determined it necessary to amend the Scope of Services, to add monthly litter patrol, regular mowing, and slope mowing services for the CFX maintenance areas adjacent to SR 528 along the Brightline Train corridor and to increase the work order allowance in a not to exceed amount of \$189,352.44.

This additional work is anticipated to start October 1, 2022. CFX’s Director of Maintenance will notify the CONTRACTOR at least two (2) weeks in advance of the actual start date. Compensation for the successful completion of this additional scope will be at a lump sum rate of \$21,039.16/monthly.

The location of the work to be performed is defined by the pink highlighted areas shown designated as “New CFX Area to Maintain” on Exhibit SA6-1.

All work shall be performed in accordance with Attachment 1- Roadside and Slope Mowing and Attachment 2 - Litter Removal of the original scope for Contract #001151.

2. The CONTRACTOR hereby agrees to the amendment of the Scope of Services, the additional funds to the work order allowance and no increase in the Contract time.

CFX and CONTRACTOR agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 signifies the CONTRACTOR’s complete and total claim for the terms and conditions of the same and that the CONTRACTOR waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services - SR 408, SR 417, SR 528 and Goldenrod Road Extension

Contract No. 001151

Amount of Changes to this document: \$189,352.44

This Supplemental Agreement No. 6 entered into as of the day and year first written above.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

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

**JORGENSEN CONTRACT SERVICES, L.L.C.**

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

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

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

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

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this \_\_\_\_ day of \_\_\_\_\_, 2022 for its exclusive use and reliance.

By: \_\_\_\_\_  
Diego "Woody" Rodriguez,  
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Roadway and Maintenance Services

Contract No. 001151

This Supplemental Agreement No. 5 entered into this 27<sup>th</sup> day of January 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, L.L.C., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on SR 408, SR 417, SR 528, and the Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

WITNESETH:

1. CFX have determined it necessary to modify the Scope of Services, by adding the text that is underlined and deleting the text that is stricken as follows:

5.4 Suspension of Work

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

CFX anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the work. Upon direction from the Director of Maintenance, the Contractor shall reduce roadway maintenance activities in the construction areas designated by CFX until such time as the suspension is lifted. The only maintenance activities that shall be performed by the Contractor in the designated areas are litter removal, herbicide applications and emergency response. ~~Payment will only be made to the Contractor for the maintenance activities performed during suspensions at the appropriate reduced cost per centerline or lane mile shown in the Price Proposal. for any additional services within a suspended construction contract limit will be made through the contract contingency/work allowance.~~

2. CFX and CONTRACTOR have agreed that for Renewal No. 1 beginning July 1, 2022 and ending June 30, 2023, the monthly deductions addressed in

Supplemental Agreement No. 4 will expire at the end of June 2022. These monthly deductions will not apply to Renewal No.1.

3. The CONTRACTOR hereby agrees to the amendment of Scope of Services and the clarification of the monthly deductions addressed in Supplemental No. 4 with no increase in the Contract amount and time.

CFX and CONTRACTOR agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the CONTRACTOR's complete and total claim for the terms and conditions of the same and that the CONTRACTOR waives all future right for additional compensation which is not already defined herein.



Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 5 entered into as of the day and year first written above.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: **Aneth Williams** Digitally signed by Aneth Williams  
Date: 2022.02.15 14:24:12 -05'00'  
Aneth Williams, Director of Procurement

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

**JORGENSEN CONTRACT SERVICES, L.L.C.**

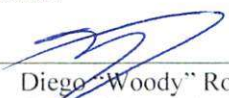
By:   
Title: President

Attest:  (Seal)

Date: 2-11-2022



Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 16<sup>th</sup> day of February, 2022 for its exclusive use and reliance.

By:   
Diego "Woody" Rodriguez,  
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001151**

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** ("Renewal Agreement"), is made and entered into this 9th day of December 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Jorgensen Contract Services, LLC., a Florida Limited Liability company, registered and authorized to do business in the State of Florida, 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 July 1, 2017, (collectively, the "Original Agreement"), with a Notice to Proceed date of July 1, 2017, whereby CFX retained the Contractor to perform roadway and bridge maintenance services on SR 408, SR 417, SR 528 and Goldenrod Road extension; and

**WHEREAS**, pursuant to Article 2 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. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on July 1, 2022 and end on June 30, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "B"** of the Original Agreement, in an amount up to \$3,750,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

JORGENSEN CONTRACT SERVICES, LLC

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY

By: *Paul W. Selby*

Print Name: *Paul W. Selby*

Title: *President*

ATTEST: *Patricia Lee Friday*

(SEAL)

Secretary or Notary

If individual, furnish two witnesses:

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

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

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

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

By: **Aneth Williams**

Digitally signed by Aneth Williams  
Date: 2022.02.15 14:17:25 -05'00'

Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel  
to the Central Florida Expressway Authority on  
this *1st* day of *January*, 2021 for its exclusive  
use and reliance.

By: *Diego "Woody" Rodriguez*

Diego "Woody" Rodriguez, General Counsel

PATRICIA LEE FRIDAY  
Notary Public - State of Maryland  
Frederick County  
My Commission Expires Mar 15, 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Roadway and Maintenance Services  
Contract No. 001151

This Supplemental Agreement No. 4 entered into this 10<sup>th</sup> day of May 2021, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, L.L.C., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on SR 408, SR 417, SR 528, and the Goldenrod Road Extension and related tasks as may and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

1. With the construction of the widening of SR 417 from International Drive to SR 528, the Scope of Services within the construction zone will be reduced. Therefore, the monthly lump sum amount charged by the CONTRACTOR for maintenance services will be reduced as outlined below.
  - For the remainder of FY 20-21 the monthly reductions are:

March 2021:	\$14,500.00
April 2021:	\$14,500.00
May 2021:	\$14,500.00
June 2021:	\$14,500.00
<b>Total</b>	<b>\$58,000.00</b>
  - For FY 21-22 the monthly deductions are:

July 2021:	\$ 14,500.00
August 2021:	\$ 14,500.00
Sept. 2021:	\$ 29,000.00
October 2021:	\$ 58,000.00
Nov. 2021:	\$ 58,000.00
Dec. 2021:	\$ 58,000.00
Jan. 2022:	\$ 58,000.00
Feb. 2022:	\$ 58,000.00
March 2022:	\$ 58,000.00
April 2022:	\$ 58,000.00
May 2022:	\$ 58,000.00
June 2022:	\$ 58,000.00
<b>Total</b>	<b>\$580,000.00</b>
2. The total scope reduction of \$638,000.00 will be added to the Work Order Allowance. Supplemental Agreement No. 4 changes applies only to the initial term of the Contract.

3. During this construction phase the CONTRACTOR will not be responsible for fence line herbicide, mowing or mowing litter cycles within the limits of construction, as those services will be provided by the CFX Construction Contractors.
4. The CONTRACTOR will continue to be responsible for Incident Response, Debris Removal on the roadway and shoulders, Herbicide application along the roadside, guardrail and existing MSE Walls etc.
5. The CONTRACTOR hereby agrees to the reduction of Scope with no increase in the Contract amount and time.
6. CFX and CONTRACTOR agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, 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 CONTRACTOR's complete and total claim for the terms and conditions of the same and that the CONTRACTOR waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Amount of Changes to this document: \$0.00

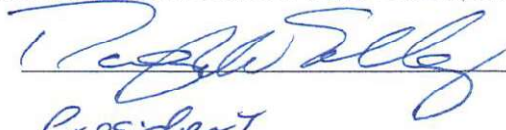
This Supplemental Agreement No. 4 entered into as of the day and year first written above.

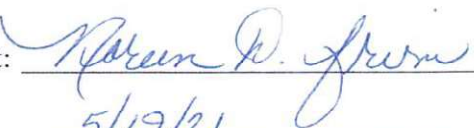
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:   
Aneth Williams, Director of Procurement

Date: 5/25/2021


**JORGENSEN CONTRACT SERVICES, L.L.C.**

By:   
Title: President

Attest:  (Seal)  
Date: 5/19/21



Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 25th day of May, 2021 for its exclusive use and reliance.

By:   
Diego "Woody" Rodriguez,  
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Roadway and Maintenance Services  
Contract No. 001151

This Supplemental Agreement No. 3 entered into this 11<sup>th</sup> day of June 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on SR 408, SR 417, SR 528, and the Goldenrod Road Extension and related tasks as may and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

1. With the addition of SR 538 (Poinciana Parkway) to the CFX system, CFX wishes to add miscellaneous maintenance infrastructure repair services to this Contract on an as-needed basis. A task work order will be used for any work requested and approved, and the work will be paid from the Contract work order allowance.
2. The Contractor hereby agrees to the changes with no increase in the Contract amount and time.
3. CFX and Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:   
Director of Procurement

Date: 6/18/2020

**JORGENSEN CONTRACT SERVICES, LLC**

By:   
Title: President

Attest: Donna Morgan (Seal)  
Date: 6/16/20

Approved as to form and execution, only.

**Diego "Woody"**

**Rodriguez**

Digitally signed by Diego  
"Woody" Rodriguez  
Date: 2020.06.18 08:11:05 -04'00'

General Counsel for CFX



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 2**

20 MAR 9 4: 05 PM

Contract Name: Roadway and Maintenance Services  
Contract No. 001151

This Supplemental Agreement No. 2 entered into this 13<sup>th</sup> day of February, 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on SR 408, SR 417, SR 528, and the Goldenrod Road Extension and related tasks as may and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

1. CFX desires to amend the Scope of Services to add additional sweeping cycles of SR 408 from Clarke Road to Econlockhatchee Trail and increase the work order allowance in a not to exceed amount of \$247,467.00 as shown below and no increase in the Contract time.
  - Additional Mainline Sweep ( Clarke Rd to Econlockhatchee Trail 2020): 24 cycles at \$3,836.25 each = \$92,070.
  - Additional Ramp Sweep ( Clarke Rd to Econlockhatchee Trail 2020): 12 cycles at \$3,324.75 each = \$39,897.
  - Work order allowance: \$115,500.00
2. The Contractor hereby agrees to the changes with an increase in the Contract amount of a not to exceed \$247,467.00 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Amount of Changes to this document: \$247,467.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:   
Director of Procurement

Date: 3/9/2020

20 MAR 3 PM 4:58

**JORGENSEN CONTRACT SERVICES, LLC**

By:   
Title: President

Attest: Donna M. Morgan (Seal)  
Date: 3/2/2020



Approved as to form and execution, only.

  
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1

2017 DEC 21 AM 11:44

Contract Name: Roadway and Maintenance Services

Contract No. 001151

Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 14<sup>th</sup> day of December, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2017, for roadway and maintenance services on S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX.

1. CFX desires to amend the Scope of Services to add removal and disposal of approximately 265 trees downed during Hurricane Irma, and repairs to the CFX Right of Way fence also damaged from the Hurricane.
2. The Contractor hereby agrees to the changes with an increase in the Contract amount of a not to exceed \$300,000.00 and no increase in the Contract time. No work on this item can begin until the specific scope of work is agreed upon and written authorization to proceed is issued by CFX Director of Maintenance or designee.
3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

Contract Name: Roadway and Bridge Maintenance Services

Contract No. 001151

Supplemental Agreement No.1

Amount of Changes to this document: \$300,000.00

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: [Signature]  
Director of Procurement

2017 DEC 21 AM 11:44

Date: 1/3/2018

**JORGENSEN CONTRACT SERVICES, LLC**

By: [Signature]

Title: President

Attest: [Signature] (Seal)

Date: 12/19/17

REVIEWED AND APPROVED  
BY CFX LEGAL

[Signature]

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
JORGENSEN CONTRACT SERVICES, LLC**

**ROADWAY AND BRIDGE MAINTENANCE SERVICES  
S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD  
EXTENSION**

**CONTRACT NO. 001151**

**CONTRACT DATE: MARCH 9, 2017**

**CONTRACT AMOUNT: \$17,483,700.00**

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

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

**ROADWAY AND BRIDGE MAINTENANCE SERVICES  
S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD EXTENSION**

**CONTRACT NO. 001151**

**MARCH 2017**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
ROADWAY AND BRIDGE MAINTENANCE SERVICES  
S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD EXTENSION (S.R. 551)  
CONTRACT**

This Contract No. 001151 (the "Contract" as defined herein below), is made this 1<sup>st</sup> day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and Jorgensen Contract Services, LLC, a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose principal address is 2827 Parkway Street, Unit 4, Lakeland, FL 33811 and who is duly authorized hereinafter the CONTRACTOR:

**WITNESSETH:**

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

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and,

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide roadway and bridge maintenance services on S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

**WHEREAS**, on or about December 5, 2016, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

**WHEREAS**, CONTRACTOR was the successful one of four qualified firms that responded to the Request for Proposals and was ultimately selected;

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

**1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized



representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include maintenance of, and administration and management services related to, S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

- 1.1 The Contract,
- 1.2 The Addenda (if any), with those of later date having precedence over those of earlier date,
- 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,

(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 CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 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 CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for

work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

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

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

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

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

3.1 The Contract Amount for the five-year Contract term is \$17,483,700.00.

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

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

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

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

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

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

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall

not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

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

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

## **6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and 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. All surety bonds shall be in a

form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract.

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

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

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

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

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

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

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

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

**6.5 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 annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from July 1, 2017 through June 30, 2018. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. 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's resident agent's name, address, and telephone number shall be clearly stated on the face of the 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 which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

## **7. CONTRACTOR RESPONSIBILITY**

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

- (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's roadway and bridge maintenance services.

7.7 CONTRACTOR and its subcontractors shall 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 a contract with CFX understands and will comply with subsection. 20.055(5), Florida Statutes.

## **8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee, whether Key Personnel or not, whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

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

## **9. HOLD HARMLESS AND INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless CFX, its officers, and employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the



CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

Contractor's liability per occurrence under this Indemnity provision shall not exceed the greater of: (a) one million dollars (\$1,000,000); (b) the total aggregate amount of insurance required; or (c) the total amount of the Contract, inclusive of amendments, extensions, renewals, and supplemental agreements thereto, for the entire term of the Contract.

The obligations in Section 9.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Contract and continue in full force and effect.

## **10. PUBLIC RECORDS**

Notwithstanding Section 11, entitled "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.

**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 Phone: 407-690-5000, e-mail: [publicrecords@cfxway.com](mailto:publicrecords@cfxway.com), and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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. Failure by the CONTRACTOR to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by CFX.

The obligations in Section 10.0, Public Records, shall survive the expiration or termination of this Contract and continue in full force and effect.

## **11. PRESS RELEASES**

The CONTRACTOR agrees that it shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying CFX and securing its consent in writing, except as required by law. The CONTRACTOR 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 Contract, it being understood that, under Section 10.0 hereof, such data or information is the property of CFX.

## **12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors

acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

### **13. PERMITS, LICENSES, ETC.**

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

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

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

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

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

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

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

#### **15. NONDISCRIMINATION**

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

#### **16. NOTIFICATION of CONVICTION of CRIMES**

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

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

#### **17. SUBLETTING AND ASSIGNMENT**

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

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Contract (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 Contract without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

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

## **18. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **19. REMEDIES**

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

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

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

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

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



and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

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

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

## **21. OTHER SEVERABILITY**

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

## **22. GOVERNING LAW**

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

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

## **23. RELATIONSHIPS**

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

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

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

## **24. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions

consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire Contract 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.

## **25.0 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. The 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 this Contract, CFX may immediately and unilaterally terminate this Contract for cause.

## **26.0 E-VERIFY CLAUSE**

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.

## **27.0 INSPECTOR GENERAL**

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 Contract and continue in full force and effect.

## **28.0 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.”

## **29.0 INTEGRATION**

This 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.

## **30.0 AVAILABILITY OF FUNDS**

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

## **31.0 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 CONTRACTOR: Jorgensen Contract Services, LLC  
2827 Parkway Street, Unit 4  
Lakeland, FL 33811  
Attn: John Mc Pherson

Jorgensen Contract Services, LLC  
3735 Buckeystown Pike, POBox 70  
Buckeystown, MD 21717  
Attn: Douglas W. Selby, President

09 JUN '17 PM12:27

### 32. 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:

32.1 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

32.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

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

32.4 Obligations upon expiration or termination of the Contract, as set forth in Section 33; and

32.5 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.

### 33. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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 March 9, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

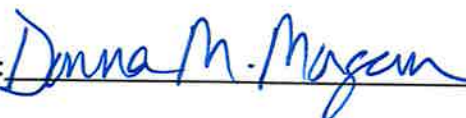
Print Name: Aneth Williams.

JORGENSEN CONTRACT SERVICES, LLC

By: 

Print Name: Douglas W. Selby

Title: President

ATTEST:  (Seal)

Approved as to form and execution, only.

  
General Counsel for CFX

09 JUN '17 PM12:28

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**TO:** All Planholders of Record  
**FROM:** Aneth O. Williams, Director of Procurement  
**DATE:** December 9, 2016  
**SUBJECT:** Roadway and Bridge Maintenance Services S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension; RFP No. 001151 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated December 2016, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page.

## RESPONSE TO QUESTION RECEIVED

1. The following question was received from potential proposer of record. CFX's response follows the question.

**Q001: Are we required to submit a bid bond with our bid? If so, what would be the amount for the bid bond?**

**R:** No, a proposal bond is not required for this RFP. However, the awardee of the solicitation will have to furnish a Performance and Payment Bond in accordance with section 6.5 of the contract (page C-6 of the RFP).

END OF ADDENDUM NO. 1

<b>TO:</b>	All Planholders of Record
<b>FROM</b>	Aneth O. Williams, Director of Procurement
<b>DATE:</b>	January 5, 2017
<b>SUBJECT:</b>	Roadway and Bridge Maintenance Services S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension; RFP No. 001151 – Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated December 2016, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 4 pages and the following attachments: MRP History and Out Parcel Mowing List.

**CHANGE TO INSTRUCTIONS/INFORMATION FOR PROPOSERS**

1. In subarticle 1.7.2, Responsiveness of Proposals, **delete** the language in the second paragraph in its entirety and **insert** the following new language in its place:

“In evaluating proposals, CFX will consider the qualifications of Proposers and whether or not the proposals comply with the prescribed requirements. Any of the following reasons are sufficient cause for disqualification of a Proposer and rejection of the Proposer’s submittal:

- (a) The submission of more than one proposal for the same work from an individual, firm, or corporation under the same or a different name.
- (b) Evidence that one Proposer has a financial interest in the firm of another Proposer for the same work.
- (c) Evidence of collusion among Proposers. CFX will not recognize a participant in such collusion as a proposer for any future work of CFX until CFX reinstates such participant as a qualified proposer.
- (d) Uncompleted and/or unacceptable work on other CFX projects that, in the judgment of CFX, could hinder or prevent the completion of the proposed work.
- (e) Failure to pay or satisfactorily settle all bills due for labor and material on other CFX contracts in force at the time of the Notice to Contractors.
- (f) Default under a previous CFX contract.



(g) Employment of unauthorized aliens on a previous CFX contract in violation of Section 274A (e) of the Immigration and Nationality Act.

(h) Falsification on any form required by CFX.

(i) The submission of a proposal that was not issued by CFX.”

2. In subarticle 2.6, Disadvantaged/Minority/Women Business Enterprise Participation, Page PSR-8, item (1), **delete** the language in the second to the last sentence in its entirety and **insert** the following new language in its place:

“Firms certified by the Florida Department of Transportation as a Disadvantaged Business Enterprise will be accepted.”

#### **CHANGE TO SCOPE OF SERVICES**

3. In Attachment 3, Guardrail Repairs, insert the following new language at the end of article 2.5:

“Liquidated damages in the amount of \$100 per day per section will be assessed for each day that the Contractor fails to complete the repairs as specified within the time allowed.”

#### **RESPONSES TO QUESTIONS RECEIVED**

4. The following questions were received from potential proposers of record. CFX’s response follows the questions.

**Q001: Would CFX be providing an asset inventory to bidders for this project?**

R: No

**Q002: Section 3.2.1 on page AT1-2 says the “Contractor shall mow selected parcels not part of routine roadside maintenance areas. ... These areas shall be mowed and edged bi-weekly.” Can CFX provide a list of the selected parcels, their size and locations covered under this requirement?**

R: See out parcel list attached to this addendum. See subarticle 3.2.1 in Attachment 1, Roadside and Slope Mowing.

**Q003: Section 8.5 on page AT1-6 says “Mow small areas (out parcels) outside of the fenced right-of-way that CFX owns and as identified in the Contract”. Can CFX provide a list of these parcels, their size and location covered under this requirement as well as the recommended frequency required for maintenance?**

R: See response to Q002.

**Q004: Goldenrod Rd. was maintained in the past more frequently than the mowing required on other CFX Roadways. Will the mowing frequency on Goldenrod Rd. be consistent with the other roadways?**

R: Goldenrod Road is on the out parcel list and, therefore, shall be mowed bi-weekly.

**Q005: On page PSR-12 of the RFP, in the "F. Presenting the Proposal" section, it states that the 15 page limit is exclusive of the project list that is required in the "C. Experience of Firm and Ability of Staff" section. Since it is not part of the counted pages, should the project list (where we give detailed project information) be included as part of an appendix with the resumes and other items listed in the "F. Presenting the Proposal" section?**

R: Material included in an Appendix and not within a specific evaluation criteria section should be clearly identified and marked as being requested information for a particular evaluation criteria section.

**Q006: Could CFX provide a history of automobile crashes on the system?**

R: Information is not immediately available.

**Q007: Could CFX provide a history of work quantity accomplishments?**

R: The question is unclear and too broad.

**Q008: Could CFX provide any existing inventory data??**

R: See response to Q001

**Q009: Page A-17, paragraph 4.7 indicates that CFX will provide the contractor with an office and storage facilities. Page PSR-11 requires that the Proposer "identify the office assigned responsibility for the project and its location. Proposer shall have an office and staff located within the Orange County Standard Metropolitan Statistical Area". Is it safe to assume that the Proposer need not "identify the office", and utilize only the facilities provided by CFX?**

R: CFX does not suggest or guarantee that the office space being provided to the Contractor will be sufficient to house the Contractor's total staff necessary to provide the services required by the Contract. If any portion of the Contractor's staff is housed outside the space being provided then that location shall be identified. If all staff is housed in the space being provided then the response in the Technical Proposal shall be to that effect.

**Q010: Is there a history of wire theft on the project? If so, could CFX provide it?**

R: There is no recent history of wire theft.

**Q011: Could CFX provide a permit history for the project roadways?**

R: The question is unclear and too broad.

**Q012: Page PSR-8 states “Firms certified by the Florida Department of Transportation as a Disadvantaged Business Enterprise will be accepted but must be a minority or women owned business.” In this case, is the MBE or WBE status a different/separate certification required in addition to the FDOT DBE certification?**

R: See Changes to the Instructions/Information for Proposers

**Q013: Could CFX provide an MRP history?**

R: See MRP history attached to this addendum.

**Q014: Please elaborate on the expected role that the contractor will take in permits.**

R: See Scope of Services subarticle 4.1.1.

END OF ADDENDUM NO. 2

FY16

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2015/2016		
Contract Number:	AN-T85		
FACILITY:	ALL FACILITIES		
ELEMENT/CHARACTERISTIC	MILEAGE:	107.857	
	#	YES	*
<b>ROADWAY</b>			
FLEX POTHOLE	180	177	98
FLEX EDGE RVL	0	0	100
FLEX SHOING	180	180	100
FLEX DEP/BUMP	180	174	97
FLX PVD SH/TO	180	165	92
RIGID POTHOLE	23	23	100
RIGID DEP/BMP	23	23	100
RGD JOINT/CRK	23	23	100
RGD RVD SH/TO	23	23	100
<b>ROADSIDE</b>			
SHLDR UNPAVED	168	141	84
FRONT SLOPE	173	131	76
SLOPE PAVEMENT	9	9	100
SIDEWALK	6	6	100
FENCE	169	163	96
<b>VEGETATION-AESTHETICS</b>			
ROADSIDE MOW	174	171	98
SLOPE MOWING	60	56	93
LANDSCAPING	74	61	82
TREE TRIMMING	180	166	92
CURB/SW EDGE	19	18	95
LITTER REMOVE	180	144	80
TURF CONDITION	174	160	92
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	180	149	83
STRIPING	180	176	98
PAVT SYMBOL	107	107	100
GUARDRAIL	154	137	89
ATTENUATOR	0	0	100
SIGNS<30 SF	109	100	92
SIGNS>30 SF	80	75	94
OBJECT MARKER	174	148	85
LIGHTING	146	135	92
<b>DRAINAGE</b>			
SIDE/CRS DRA	65	52	80
RS/MED DITCH	166	164	99
OUTFALL DITCH	1	1	100
INLETS	125	114	91
MISC DRAINAGE	80	68	85
SWEEPING	100	94	94
<b>BY ELEMENT:</b>			
ROADWAY	97		
ROADSIDE	86		
TRAFFIC SERVICES	91		
DRAINAGE	92		
VEGETATION - AESTHETICS	90		
OVERALL MRP	89		

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2015/2016		
Contract Number:	AN-T85		
FACILITY:	RURAL LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	28.597	
	#	YES	*
ROADWAY			
FLEX POT HOLE	90	89	99
FLEX EDGE RVL	0	0	100
FLEX SHOING	90	90	100
FLEX DEP/BUMP	90	86	96
FLX PVD SH/TO	90	84	93
RIGID POT HOLE	4	4	100
RIGID DEP/BMP	4	4	100
RGD JOINT/CRK	4	4	100
RGD RVD SH/TO	4	4	100
ROADSIDE			
SHLDR UNPAVED	90	79	88
FRONT SLOPE	90	73	81
SLOPE PAVEMENT	2	2	100
SIDEWALK	2	2	100
FENCE	88	85	97
VEGETATION - AESTHETICS			
ROADSIDE MOW	90	88	98
SLOPE MOWING	13	13	100
LANDSCAPING	22	16	73
TREE TRIMMING	90	88	98
CURB/SW EDGE	5	4	80
LITTER REMOVE	90	79	88
TURF CONDITION	90	80	89
TRAFFIC SERVICES			
RAISED MARKER	90	80	89
STRIPING	90	88	98
PAVT SYMBOL	50	50	100
GUARDRAIL	90	85	94
ATTENUATOR	0	0	100
SIGNS<30 SF	45	40	89
SIGNS>30 SF	33	30	91
OBJECT MARKER	89	83	93
LIGHTING	61	58	95
DRAINAGE			
SIDE/CRS DRA	23	22	87
RS/MED DITCH	90	90	100
OUTFALL DITCH	1	1	100
INLETS	44	39	88
MISC DRAINAGE	23	20	87
SWEEPING	11	11	100
BY ELEMENT:			
ROADWAY	97		
ROADSIDE	89		
TRAFFIC SERVICES	94		
DRAINAGE	91		
VEGETATION - AESTHETICS	92		
MRP - RURAL LIMITED ACCESS	92		

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2015/2016		
Contract Number:	AN-T85		
FACILITY:	URBAN LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	79.270	
	#	YES	*
ROADWAY			
FLEX POTHOLE	90	88	98
FLEX EDGE RVI	0	0	100
FLEX SHOING	90	90	100
FLEX DEP/BUMP	90	88	98
FLX PVD SH/TO	90	81	90
RIGID POTHOLE	19	19	100
RIGID DEP/BMP	19	19	100
RGD JOINT/CRK	19	19	100
RGD RVD SH/TO	19	19	100
ROADSIDE			
SHLDR UNPAVED	78	62	79
FRONT SLOPE	83	58	70
SLOPE PAVEMENT	7	7	100
SIDEWALK	4	4	100
FENCE	81	78	96
VEGETATION-AESTHETICS			
ROADSIDE MOW	84	83	99
SLOPE MOWING	47	43	91
LANDSCAPING	52	45	87
TREE TRIMMING	90	78	87
CURB/SW EDGE	14	14	100
LITTER REMOVE	90	65	72
TURF CONDITION	84	80	95
TRAFFIC SERVICES			
RAISED MARKER	90	69	77
STRIPING	90	88	98
PAVT SYMBOL	57	57	100
GUARDRAIL	64	52	81
ATTENUATOR	0	0	100
SIGNS<30 SF	64	80	94
SIGNS>30 SF	47	45	98
OBJECT MARKER	85	65	76
LIGHTING	85	77	91
DRAINAGE			
SIDE/CRS DRA	32	30	94
RS/MED DITCH	76	74	97
OUTFALL DITCH	0	0	100
INLETS	81	25	93
MISC DRAINAGE	57	48	84
SWEEPING	89	83	93
BY ELEMENT:			
ROADWAY	97		
ROADSIDE	83		
TRAFFIC SERVICES	88		
DRAINAGE	93		
VEGETATION - AESTHETICS	89		
MRP - URBAN LIMITED ACCESS	88		

FY15

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2014/2015		
Contract Number:	AN-T85		
FACILITY:	ALL FACILITIES		
ELEMENT/CHARACTERISTIC	MILEAGE:	107.857	
	#	YES	*
<b>ROADWAY</b>			
FLEX POTHOLE	179	176	98
FLEX EDGE RVL	1	1	100
FLEX SHOING	179	179	100
FLEX DEP/BUMP	179	168	94
FLX PVD SH/TO	179	167	93
RIGID POTHOLE	22	22	100
RIGID DEP/BMP	23	23	100
RGD JOINT/CRK	23	23	100
RGD RVD SH/TO	21	21	100
<b>ROADSIDE</b>			
SHLDR UNPAVED	168	147	88
FRONT SLOPE	171	135	79
SLOPE PAVEMENT	5	5	100
SIDEWALK	4	4	100
FENCE	167	150	90
<b>VEGETATION - AESTHETICS</b>			
ROADSIDE MOW	174	165	95
SLOPE MOWING	70	66	94
LANDSCAPING	74	64	86
TREE TRIMMING	180	162	90
CURB/SW EDGE	23	23	100
LITTER REMOVE	180	158	88
TURF CONDITION	174	152	87
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	180	155	86
STRIPING	180	177	98
PAVT SYMBOL	111	111	100
GUARDRAIL	156	135	87
ATTENUATOR	0	0	0
SIGNS<30 SF	106	100	94
SIGNS>30 SF	89	84	94
OBJECT MARKER	174	156	90
LIGHTING	132	117	89
<b>DRAINAGE</b>			
SIDE/CRS DRA	78	68	87
RS/MED DITCH	165	163	99
OUTFALL DITCH	5	5	100
INLETS	139	123	88
MISC DRAINAGE	95	82	86
SWEEPING	110	102	93
<b>BY ELEMENT</b>			
ROADWAY	97		
ROADSIDE	86		
TRAFFIC SERVICES	92		
DRAINAGE	92		
VEGETATION - AESTHETICS	90		
<b>OVERALL MRP</b>	<b>90</b>		



Florida Department of Transportation

Maintenance Rating Program

Evaluation Period ANNUAL FY 2014/2015

Contract Number: AN-T85

FACILITY: URBAN LIMITED ACCESS

ELEMENT/CHARACTERISTIC MILEAGE: 79.270

	#	YES	*
<b>ROADWAY</b>			
FLEX POTHOLE	89	87	98
FLEX EDGE RVL	0	0	0
FLEX SHOING	89	89	100
FLEX DEP/BUMP	89	86	97
FLX PVD SH/TO	89	84	94
RIGID POTHOLE	18	18	100
RIGID DEP/BMP	19	19	100
RGD JOINT/CRK	19	19	100
RGD RVD SH/TO	18	18	100
<b>ROADSIDE</b>			
SHLDR UNPAVED	78	70	90
FRONT SLOPE	81	81	75
SLOPE PAVEMENT	4	4	100
SIDEWALK	1	1	100
FENCE	79	69	87
<b>VEGETATION/AESTHETICS</b>			
ROADSIDE MOW	84	76	90
SLOPE MOWING	53	52	98
LANDSCAPING	49	47	96
TREE TRIMMING	90	79	88
CURB/SW EDGE	16	15	100
LITTER REMOVE	90	74	82
TURF CONDITION	84	76	90
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	90	77	86
STRIPING	90	90	100
PAVT SYMBOL	63	63	100
GUARDRAIL	67	56	84
ATTENUATOR	0	0	0
SIGNS<30 SF	58	54	93
SIGNS>30 SF	49	49	100
OBJECT MARKER	84	70	83
LIGHTING	76	63	83
<b>DRAINAGE</b>			
SIDE/CRS DRA	33	29	88
RS/MED DITCH	75	74	99
OUTFALL DITCH	0	0	0
INLETS	81	68	84
MISC DRAINAGE	87	60	90
SWEEPING	90	84	93
<b>BY ELEMENT</b>			
ROADWAY	98		
ROADSIDE	84		
TRAFFIC SERVICES	90		
DRAINAGE	91		
VEGETATION - AESTHETICS	90		
MRP - URBAN LIMITED ACCESS	90		



Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2014/2015		
Contract Number:	AN-T85		
FACILITY:	RURAL LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	28.587	
	#	YES	*
ROADWAY			
FLEX POTHOLE	90	89	99
FLEX EDGE RVL	1	1	100
FLEX SHOING	90	90	100
FLEX DEP/BUMP	90	82	91
FLX PVD SH/TO	90	83	92
RIGID POTHOLE	4	4	100
RIGID DEP/BMP	4	4	100
RGD JOINT/CRK	4	4	100
RGD RVD SH/TO	3	3	100
ROADSIDE			
SHLDR UNPAVED	90	77	86
FRONT SLOPE	90	74	82
SLOPE PAVEMENT	1	1	100
SIDEWALK	3	3	100
FENCE	88	81	92
VEGETATION - AESTHETICS			
ROADSIDE MOW	90	89	99
SLOPE MOWING	17	14	82
LANDSCAPING	25	17	68
TREE TRIMMING	90	83	92
CURB/SW EDGE	7	7	100
LITTER REMOVE	90	84	93
TURF CONDITION	90	76	84
TRAFFIC SERVICES			
RAISED MARKER	90	78	87
STRIPING	90	87	97
PAVT SYMBOL	48	48	100
GUARDRAIL	89	79	89
ATTENUATOR	0	0	0
SIGNS <30 SF	48	46	96
SIGNS >30 SF	40	35	88
OBJECT MARKER	90	86	96
LIGHTING	56	54	96
DRAINAGE			
SIDE/CRS DRA	45	39	87
RS/MED DITCH	90	89	99
OUTFALL DITCH	5	5	100
INLETS	58	55	95
MISC DRAINAGE	28	22	79
SWEEPING	20	18	90
BY ELEMENT			
ROADWAY	96		
ROADSIDE	87		
TRAFFIC SERVICES	93		
DRAINAGE	93		
VEGETATION - AESTHETICS	90		
MRP - RURAL LIMITED ACCESS	91		

FY14

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2013/2014		
Contract Number:	AN-T85		
FACILITY:	ALL FACILITIES		
ELEMENT/CHARACTERISTIC	MILEAGE:	107.857	
	#	YES	*
<b>ROADWAY</b>			
FLEX POT HOLE	180	180	100
FLEX EDGE RVL	0	0	0
FLEX SHO VING	180	180	100
FLEX DEP/BUMP	180	170	94
FLX PVD SH/TO	180	169	94
RIGID POT HOLE	21	21	100
RIGID DEP/BMP	21	21	100
RGD JOINT/CRK	21	21	100
RGD RVD SH/TO	21	21	100
<b>ROADSIDE</b>			
SHLD R UNPAVED	166	154	93
FRONT SLOPE	176	145	82
SLOPE PAVEMENT	6	6	100
SIDEWALK	8	8	100
FENCE	160	136	85
<b>VEGETATION-AESTHETICS</b>			
ROADSIDE MOW	176	173	98
SLOPE MOWING	74	70	95
LANDSCAPING	76	68	89
TREE TRIMMING	180	160	89
CURB/SW EDGE	27	27	100
LITTER REMOVE	180	167	93
TURF CONDITION	177	163	92
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	180	175	97
STRIPING	180	172	96
PAVT SYMBOL	103	101	98
GUARDRAIL	159	144	91
ATTENUATOR	24	24	100
SIGNS<30 SF	101	96	95
SIGNS>30 SF	82	73	89
OBJECT MARKER	172	155	90
LIGHTING	129	127	98
<b>DRAINAGE</b>			
SIDE/CRS DRA	61	53	87
RS/MED DITCH	166	165	99
OUTFALL DITCH	0	0	0
INLETS	127	109	86
MISC DRAINAGE	98	83	85
SWEEPING	115	108	94
<b>BY ELEMENT:</b>			
ROADWAY	97		
ROADSIDE	87		
TRAFFIC SERVICES	94		
DRAINAGE	91		
VEGETATION - AESTHETICS	93		
<b>OVERALL MRP</b>	<b>92</b>		

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2013/2014		
Contract Number:	AN-T85		
FACILITY:	RURAL LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	28.587	
	#	YES	*
<b>ROADWAY</b>			
FLEX POT HOLE	90	90	100
FLEX EDGE RVL	0	0	0
FLEX SHOVING	90	90	100
FLEX DEP/BUMP	90	83	92
FLX PVD SH/TO	90	88	98
RIGID POT HOLE	8	8	100
RIGID DEP/BMP	8	8	100
RGD JOINT/CRK	8	8	100
RGD RVD SH/TO	9	9	100
<b>ROADSIDE</b>			
SHLDR UNPAVED	86	81	84
FRONT SLOPE	89	79	89
SLOPE PAVEMENT	3	3	100
SIDEWALK	7	7	100
FENCE	85	71	84
<b>VEGETATION - AESTHETICS</b>			
ROADSIDE MOW	90	89	99
SLOPE MOWING	20	20	100
LANDSCAPING	27	22	81
TREE TRIMMING	90	82	91
CURB/SW EDGE	11	11	100
LITTER REMOVE	90	84	93
TURF CONDITION	90	80	89
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	90	88	98
STRIPING	90	85	94
PAVT SYMBOL	40	46	100
GUARDRAIL	89	82	92
ATTENUATOR	13	13	100
SIGNS<30 SF	45	43	96
SIGNS>30 SF	37	30	81
OBJECT MARKER	87	86	99
LIGHTING	53	53	100
<b>DRAINAGE</b>			
SIDE/CRS DRA	35	32	91
RS/MED DITCH	88	87	99
OUTFALL DITCH	0	0	0
INLETS	49	44	90
MISC DRAINAGE	28	24	86
SWEEPING	25	22	88
<b>BY ELEMENT:</b>			
ROADWAY	98		
ROADSIDE	89		
TRAFFIC SERVICES	96		
DRAINAGE	93		
VEGETATION - AESTHETICS	93		
MRP - RURAL LIMITED ACCESS	93		

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2013/2014		
Contract Number:	AN-T85		
FACILITY:	URBAN LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	79.270	
	#	YES	*
ROADWAY			
FLEX POTHOLE	90	90	100
FLEX EDGE RVL	0	0	0
FLEX SHOING	90	90	100
FLEX DEP/BUMP	90	87	97
FLX PVD SH/TO	90	81	90
RIGID POTHOLE	13	13	100
RIGID DEP/BMP	13	13	100
RGD JOINT/CRK	13	13	100
RGD RVD SH/TO	12	12	100
ROADSIDE			
SHLDR UNPAVED	80	73	91
FRONT SLOPE	87	66	76
SLOPE PAVEMENT	3	3	100
SIDEWALK	1	1	100
FENCE	75	65	87
VEGETATION-AESTHETICS			
ROADSIDE MOW	88	84	98
SLOPE MOWING	54	50	93
LANDSCAPING	49	46	94
TREE TRIMMING	90	78	87
CURB/SW EDGE	16	16	100
LITTER REMOVE	90	83	92
TURF CONDITION	87	83	95
TRAFFIC SERVICES			
RAISED MARKER	90	87	97
STRIPING	90	87	97
PAVT SYMBOL	57	55	96
GUARDRAIL	70	62	89
ATTENUATOR	11	11	100
SIGNS<30 SF	56	53	95
SIGNS>30 SF	45	43	96
OBJECT MARKER	85	69	81
LIGHTING	76	74	97
DRAINAGE			
SIDE/CRS DRA	26	21	81
RS/MED DITCH	78	78	100
OUTFALL DITCH	0	0	0
INLETS	78	65	83
MISC DRAINAGE	70	59	84
SWEEPING	90	86	96
BY ELEMENT:			
ROADWAY	97		
ROADSIDE	85		
TRAFFIC SERVICES	93		
DRAINAGE	90		
VEGETATION - AESTHETICS	93		
MRP - URBAN LIMITED ACCESS	91		



FY13

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2012/2013		
Contract Number:	AN-T85		
FACILITY:	ALL FACILITIES		
ELEMENT/CHARACTERISTIC	MILEAGE:	104.123	
	#	YES	*
<b>ROADWAY</b>			
FLEX POT HOLE	180	178	99
FLEX EDGE RVL	1	1	100
FLEX SHO VING	180	180	100
FLEX DEP/BUMP	180	179	99
FLX PVD SH/TO	180	172	96
RIGID POT HOLE	23	23	100
RIGID DEP/BMP	23	23	100
RGD JOINT/CRK	23	22	96
RGD RVD SH/TO	23	23	100
<b>ROADSIDE</b>			
SHLDR UNPAVED	158	135	85
FRONT SLOPE	175	128	73
SLOPE PAVEMENT	8	7	88
SIDEWALK	5	5	100
FENCE	163	145	89
<b>VEGETATION-AESTHETICS</b>			
ROADSIDE MOW	170	164	96
SLOPE MOWING	66	66	100
LANDSCAPING	69	62	90
TREE TRIMMING	180	164	91
CURB/SW EDGE	31	31	100
LITTER REMOVE	180	151	84
TURF CONDITION	172	168	98
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	180	172	96
STRIPING	180	174	97
PAVT SYMBOL	105	104	99
GUARDRAIL	153	133	87
ATTENUATOR	21	21	100
SIGNS<30 SF	114	100	88
SIGNS>30 SF	88	82	93
OBJECT MARKER	175	157	90
LIGHTING	130	122	94
<b>DRAINAGE</b>			
SIDE/CRS DRA	61	53	87
RS/MED DITCH	162	161	99
OUTFALL DITCH	1	1	100
INLETS	133	112	84
MISC DRAINAGE	89	74	83
SWEEPING	106	105	99
<b>BY ELEMENT:</b>			
ROADWAY	99		
ROADSIDE	83		
TRAFFIC SERVICES	93		
DRAINAGE	92		
VEGETATION - AESTHETICS	93		
<b>OVERALL MRP</b>	<b>91</b>		

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2012/2013		
Contract Number:	AN-T85		
FACILITY:	URBAN/LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	75.536	
	#	YES	*
<b>ROADWAY</b>			
FLEX POTHOLE	90	89	99
FLEX EDGE RVL	0	0	0
FLEX SHOving	90	90	100
FLEX DEP/BUMP	90	90	100
FLX PVD SH/TO	90	80	95
RIGID POTHOLE	18	18	100
RIGID DEP/BMP	18	18	100
RGD JOINT/CRK	18	17	94
RGD RVD SH/TO	18	18	100
<b>ROADSIDE</b>			
SHLDR UNPAVED	71	62	87
FRONT SLOPE	85	57	67
SLOPE PAVEMENT	7	6	86
SIDEWALK	3	3	100
FENCE	76	70	92
<b>VEGETATION/AESTHETICS</b>			
ROADSIDE MOW	80	75	94
SLOPE MOWING	43	43	100
LANDSCAPING	49	44	90
TREE TRIMMING	90	77	86
CURB/SW EDGE	18	18	100
LITTER REMOVE	90	74	82
TURF CONDITION	82	80	98
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	90	85	94
STRIPING	90	89	99
PAVT SYMBOL	60	60	100
GUARDRAIL	65	57	88
ATTENUATOR	15	15	100
SIGNS<30 SF	65	54	83
SIGNS>30 SF	50	50	100
OBJECT MARKER	85	73	86
LIGHTING	81	74	81
<b>DRAINAGE</b>			
SIDE/CRS DRA	23	20	87
RS/MED DITCH	72	72	100
OUTFALL DITCH	0	0	0
INLETS	76	62	82
MISC DRAINAGE	60	50	83
SWEEPING	90	89	99
<b>BY ELEMENT:</b>			
ROADWAY	99		
ROADSIDE	82		
TRAFFIC SERVICES	93		
DRAINAGE	91		
VEGETATION - AESTHETICS	91		
MRP - URBAN/LIMITED ACCESS	90		

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2012/2013		
Contract Number:	AN-T85		
FACILITY:	RURAL LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	28.587	
	#	YES	*
<b>ROADWAY</b>			
FLEX POTHOLE	90	89	99
FLEX EDGE RVL	1	1	100
FLEX SHOVI	90	90	100
FLEX DEP/BUMP	90	89	99
FLX PVD SH/TO	90	86	96
RIGID POTHOLE	5	5	100
RIGID DEP/BMP	5	5	100
RGD JOINT/CRK	5	5	100
RGD RVD SH/TO	5	5	100
<b>ROADSIDE</b>			
SHLDR UNPAVED	87	73	84
FRONT SLOPE	90	71	79
SLOPE PAVEMENT	1	1	100
SIDEWALK	2	2	100
FENCE	87	75	88
<b>VEGETATION - AESTHETICS</b>			
ROADSIDE MOW	90	89	99
SLOPE MOWING	23	23	100
LANDSCAPING	20	18	90
TREE TRIMMING	90	87	97
CURB/SW EDGE	13	13	100
LITTER REMOVE	90	77	86
TURF CONDITION	90	88	98
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	90	87	97
STRIPING	90	85	94
PAVT SYMBOL	45	44	98
GUARDRAIL	88	76	86
ATTENUATOR	6	6	100
SIGNS<30 SF	49	46	94
SIGNS>30 SF	38	32	84
OBJECT MARKER	90	84	93
LIGHTING	49	48	98
<b>DRAINAGE</b>			
SIDE/CRS DRA	38	33	87
RS/MED DITCH	90	89	99
OUTFALL DITCH	1	1	100
INLETS	57	50	88
MISC DRAINAGE	29	24	83
SWEEPING	16	16	100
<b>BY ELEMENT:</b>			
ROADWAY	98		
ROADSIDE	83		
TRAFFIC SERVICES	93		
DRAINAGE	92		
VEGETATION - AESTHETICS	95		
MRP - RURAL LIMITED ACCESS	92		

K12

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2011/2012		
Contract Number:	AN-T85		
FACILITY:	ALL FACILITIES		
ELEMENT/CHARACTERISTIC	MILEAGE:	104.123	
	#	YES	*
<b>ROADWAY</b>			
FLEX POTHOLE	180	179	99
FLEX EDGE RVL	0	0	0
FLEX SHOVING	180	180	100
FLEX DEP/BUMP	180	176	98
FLX PVD SH/TO	180	171	95
RIGID POTHOLE	18	18	100
RIGID DEP/BMP	18	18	100
RGD JOINT/CRK	18	18	100
RGD RVD SH/TO	20	20	100
<b>ROADSIDE</b>			
SHLDR UNPAVED	168	120	71
FRONT SLOPE	177	123	69
SLOPE PAVEMENT	5	5	100
SIDEWALK	0	0	0
FENCE	175	147	84
<b>VEGETATION-AESTHETICS</b>			
ROADSIDE MOW	178	175	98
SLOPE MOWING	80	78	98
LANDSCAPING	70	58	83
TREE TRIMMING	179	172	96
CURB/SW EDGE	32	32	100
LITTER REMOVE	180	147	82
TURF CONDITION	179	171	96
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	180	177	98
STRIPING	180	175	97
PAVT SYMBOL	91	91	100
GUARDRAIL	152	127	84
ATTENUATOR	17	16	94
SIGNS<30 SF	109	102	94
SIGNS>30 SF	82	77	94
OBJECT MARKER	176	171	97
LIGHTING	109	105	96
<b>DRAINAGE</b>			
SIDE/CRS DRA	83	71	86
RS/MED DITCH	169	167	99
OUTFALL DITCH	0	0	0
INLETS	136	125	92
MISC DRAINAGE	101	90	89
SWEEPING	108	107	99
<b>BY ELEMENT:</b>			
ROADWAY	98		
ROADSIDE	75		
TRAFFIC SERVICES	95		
DRAINAGE	93		
VEGETATION - AESTHETICS	94		
<b>OVERALL MRP</b>	<b>93</b>		



Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2011/2012		
Contract Number:	AN-T85		
FACILITY:	RURAL LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	28.587	
	#	YES	*
<b>ROADWAY</b>			
FLEX POTHOLE	90	89	99
FLEX EDGE RVL	0	0	0
FLEX SHOING	90	90	100
FLEX DEP/BUMP	90	87	97
FLX PVD SH/O	90	86	96
RIGID POTHOLE	4	4	100
RIGID DEP/BMP	4	4	100
RGD JOINT/CRK	4	4	100
RGD RVD SH/O	4	4	100
<b>ROADSIDE</b>			
SHLDR UNPAVED	89	53	60
FRONT SLOPE	90	70	78
SLOPE PAVEMENT	0	0	0
SIDEWALK	0	0	0
FENCE	89	71	80
<b>VEGETATION - AESTHETICS</b>			
ROADSIDE MOW	90	90	100
SLOPE MOWING	20	20	100
LANDSCAPING	24	18	75
TREE TRIMMING	89	86	97
CURB/SW EDGE	9	9	100
LITTER REMOVE	90	72	80
TURF CONDITION	90	85	94
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	90	88	98
STRIPING	90	85	94
PAVT SYMBOL	38	38	100
GUARDRAIL	88	75	85
ATTENUATOR	5	5	100
SIGNS<30 SF	46	43	93
SIGNS>30 SF	38	33	87
OBJECT MARKER	89	87	98
LIGHTING	40	40	100
<b>DRAINAGE</b>			
SIDE/CRS DRA	47	45	96
RS/MED DITCH	89	88	99
OUTFALL DITCH	0	0	0
INLETS	53	47	89
MISC DRAINAGE	29	24	83
SWEEPING	18	18	100
<b>BY ELEMENT:</b>			
ROADWAY	98		
ROADSIDE	71		
TRAFFICE SERVICES	94		
DRAINAGE	93		
VEGETATION - AESTHETICS	94		
MRP - RURAL LIMITED ACCESS	92		

Florida Department of Transportation			
Maintenance Rating Program			
Evaluation Period	ANNUAL FY 2011/2012		
Contract Number:	AN-T85		
FACILITY:	URBAN LIMITED ACCESS		
ELEMENT/CHARACTERISTIC	MILEAGE:	75.536	
	#	YES	*
<b>ROADWAY</b>			
FLEX POT HOLE	90	90	100
FLEX EDGE RVL	0	0	0
FLEX SHO VING	90	90	100
FLEX DEP/BUMP	90	89	99
FLX PVD SH/TO	90	85	94
RIGID POT HOLE	14	14	100
RIGID DEP/BMP	14	14	100
RGD JOINT/CRK	14	14	100
RGD.RVD SH/TO	16	16	100
<b>ROADSIDE</b>			
SHLDR UNPAVED	79	67	85
FRONT SLOPE	87	53	61
SLOPE PAVEMENT	5	5	100
SIDEWALK	0	0	0
FENCE	86	76	88
<b>VEGETATION-AESTHETICS</b>			
ROADSIDE MOW	88	85	97
SLOPE MOWING	60	58	97
LANDSCAPING	46	40	87
TREE TRIMMING	90	86	96
CURB/SW EDGE	23	23	100
LITTER REMOVE	90	75	83
TURF CONDITION	89	86	97
<b>TRAFFIC SERVICES</b>			
RAISED MARKER	90	89	99
STRIPING	90	90	100
PAVT SYMBOL	53	53	100
GUARDRAIL	64	52	81
ATTENUATOR	12	11	92
SIGNS<30 SF	63	59	94
SIGNS>30 SF	44	44	100
OBJECT MARKER	87	84	97
LIGHTING	69	65	94
<b>DRAINAGE</b>			
SIDE/CRS DRA	36	26	72
RS/MED DITCH	80	79	99
OUTFALL DITCH	0	0	0
INLETS	83	78	94
MISC DRAINAGE	72	66	92
SWEEPING	90	89	99
<b>BY ELEMENT</b>			
ROADWAY	99		
ROADSIDE	79		
TRAFFICE SERVICES	95		
DRAINAGE	93		
VEGETATION - AESTHETICS	94		
MRP - URBAN LIMITED ACCESS	94		

### Out Parcel Mowing List Contract 001151

SR #	Out Parcel	Location	Mowing Acres
SR 408	Pond #1	West SR 50 at SR 408	2.0 acres
SR 408	Pond #2	Eastbound SR 408 approaching Good Homes Rd	1.3 acres
SR 408	Pond #3 (dry)	Northeast corner of Good Homes at SR 408	2.7 acres
SR 408	Amelia St @ Powers Dr	Two parcels	0.4 acre
SR 408	Kirk St	Kirk St and W. Amelia	0.7 acre
SR 408	Hart St	Hart St at SR 408	0.4 acre
SR 408	Kendon Rd	West of Fairvilla Rd at Old Winter Garden	0.3 acre
SR 408	N. Cottage Hill Rd	West of John Young at SR 408	0.4 acre
SR 408	Primrose Ave	Southeast corner Anderson St at Primrose Dr	0.3 acre
SR 408	Kittinger Park/Pond #4	South St at Crystal Lake Dr	2.8 acres
SR 408	GOAA / Pond #5	On Orlando Executive Airport at Conway Rd	0.3 acre
SR 408	Park of Americas/Pond #6	On Andes Ave at ORL Tower Rd	3.0 acres
SR 408	Canal/Pond #7	West of Cosmos and north of SR 408	0.5 acre
SR 408	Pond #8	Corner of Goldenrod Rd and Lk Underhill Rd	1.4 acres
SR 408	Pond #9	Northwest corner of SR 408 and Chickasaw Tr.	1.3 acres
SR 408	Pond #10 and #11	Between Econ Trail and Dean Rd north of SR 408	4.0 acres
SR 408	Pond #12 and #13	Between Econ Trail and Dean Rd south of SR 408	2.8 acres
SR 408	Anderson St along SR 408 from back of curb to planting beds		1.5 acres
SR 408	South St along SR 408 from edge of road to planting beds		1.5 acres
SR 408	Carter St along SR 408 from back of curb to planting beds		3.0 acres
SR 408	Long St along SR 408 from back of curb to planting beds		3.0 acres
SR 408	Lk Underhill Rd from Conway Rd to Semoran (edge of pavement to plant beds)		1.3 acre
Whittington	Southeast corner of SR 417 and University Blvd		0.65 acre
Paradi Lane	South of Valencia College Ln east of SR 417		0.60 acre
Old Tree Rd	End of cul-de-sac east of SR 417		0.10 acre
Goldenrod Rd	Goldenrod Rd from Hoffner Ave to Cargo Rd		12.70 acres
W Coleman Rd	Between Chickasaw Trail and Val. College Lane		18.00 acres

Note: Edge all turf areas adjacent to curbs and sidewalks where applicable. Remove clippings from roadways and sidewalks. Avoid discharge of clippings into landscape beds. Remove all trash and debris prior to beginning any mowing activities.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**TO:** All Planholders of Record  
**FROM:** Aneth O. Williams, Director of Procurement  
**DATE:** January 18, 2017  
**SUBJECT:** Roadway and Bridge Maintenance Services S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension; RFP No. 001151 – Addendum No. 3

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated December 2016, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 5 pages and the following attachments: New Exhibit “C”- Contract, and CFX Incident Response Plan.

## **CHANGE TO CONTRACT**

1. **Discard** the original Exhibit “C” – Contract issued within the RFP package and **replace** it with the New Exhibit “C”- Contract attached to this addendum.

## **RESPONSES TO QUESTIONS RECEIVED**

2. The following questions were received from potential proposers of record. CFX’s response follows the questions.

**Q001: What are the job descriptions of the Program Manager and Project Manager? What is the difference between the positions? Do one or both need to be FL PE's?**

R: Job descriptions not available. Scope of Services Exhibit ”A” paragraph 1.2 requires a full-time, Florida registered P.E.

**Q002: A-1. Where and how many out parcels are there to maintain? What are the performance standards for these?**

R: See Addendum No. 2 attachment, “Out Parcel Mowing List”

**Q003: A-1. Permitting - inspection only or processing also? How many permits a year can we expect?**

R: Contractor is expected to handle entire permitting process. Number cannot be determined.

**Q004: A-2. Can we get a copy of the CFX incident response plan?**

R: See attachment

**Q005: A-3. Should priority 2 bridge work orders be 90 days to complete?**

R: FDOT requires Priority 2 work orders to be completed in 180 days.

**Q006: A-3. Since we have RCI responsibility - can we get a copy of the latest RCI and the dates the last RCI was performed to plan how many times we will need to perform during the contract term?**

R: Not available from CFX. Contact FDOT for latest RCI

**Q007: A-19. Is there a construction/resurfacing work program that is published or that can be made available?**

R: Not readily available

**Q008: A-10. What is the threshold that we will be responsible for extensive and/or catastrophic damage?**

R: Contractor shall restore damaged areas to a safe condition. CFX may reimburse contractor on a case-by-case basis.

**Q009: D-4. Do the cost per centerline mile provided for deductions need to add up to the IS pricing provided on the top? How or will these CL prices be evaluated?**

R: No. Centerline mile pricing will not be evaluated. Refer to Exhibit "D-4".

**Q010: How many Roadway Lights does CFX own on SR408 & SR417 & SR528 & SR551?**

R: Information not readily available

**Q011: How many Sign Structure Lights does CFX own on SR408 & SR417 & SR528 & SR551?**

R: 1500 (estimate only). Contractor is responsible for all sign structure lights.

**Q012: How many Under Deck Bridge Lights does CFX own on SR408 & SR417 & SR528 & SR551?**

R: Information not readily available

**Q013: How many High mast light poles (HMLP) does CFX own on SR408 & SR417 & SR528 & SR551?**

R: 68

**Q014: How many poles (Roadway Lights) were knocked down during 2016 or 2015?**

R: Information not readily available

**Q015: 2.7 on page AT5-5 states contractor shall be responsible for locating and marking all roadway lighting infrastructure in compliance with Sunshine 811. How many Sunshine One Call tickets did the current contractor receive in 2016 or 2015?**

R: Information not readily available

**Q016: 2.1 on page AT5-1 requires the contractor to Night patrolling and inspection of the lighting system on the 1st and 15th of each month. Can CFX provide a copy of the most recent inspection report?**

R: Information not readily available

**Q017: 2.5 B on page AT5-5 states maintain a sufficient number of replacement poles, arms, light fixtures and related materials to replace multiple damages light poles. Minimum quantity of poles to be approved by CFX. What is the minimum quantity of poles CFX would approve?**

R: 10 light pole minimum

**Q018: Can CFX provide the following information regarding work quantities:**

- a. **Mowing: Number of cycles performed in each of the last 5 years and the quantities of acres mowed per cycle?**
- b. **Guardrail: Linear feet of Guardrail repaired in each of the last 5 years due to accidents. Inventory of Guardrail in the system.**
- c. **Mechanical Sweeping: Number of cycles performed in each of the last 5 years and number of miles per cycle?**
- d. **Number of luminaires on the project**

R: Information not readily available

**Q019: Can we get a copy of the lighting repair records for 2016 or 2015?**

R: Information not readily available

**Q020: Would CFX provide a list of the Work orders issued for bridges and overhead sign structures over the past 5 years?**

R: Information not readily available

**Q021: Will the contractor be allowed to sit at the FARC meetings when the Work Orders are issued and priorities assigned?**

R: Yes

**Q022: Could CFX provide the number of bridges and overhead sign structures on the system?**

R: 305 bridge structures and 590 overhead sign structures

**Q023: Does CFX require the slopes to be fertilized?**

R: Yes

**Q024: Will the Authority consider extending the renewal option to 5 years as opposed to 1 year increments?**

R: No

**Q025: Will the Authority consider extending the contract to a 7 or 10-year term as opposed to 5 years?**

R: No

**Q026: Current sweeping frequency is 24 times per year at a minimum, will CFX increase the frequency in the current scope after the project begins? At the request of the Authority, sweeping cycles were increased because monthly cycles were not adequate to manage the debris accumulation. Additional sweeping cycles were also performed for special events at the stadium.**

R: At discretion of CFX, additional cycles may be added.

**Q027: When is the estimated start date for the project?**

R: 1 July 2017

**Q028: Given the need to build estimates of quantities (inventory), would CFX consider extending the bid due date for a week?**

R: No



**Q029: Could CFX clarify what will be the contractor's responsibilities during and after declared and not declared emergencies due to weather events (hurricanes, tornados, etc.)?**

R: Refer to Scope of Services

END OF ADDENDUM NO. 3

**Exhibit C**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**ROADWAY AND BRIDGE MAINTENANCE SERVICES**  
**S.R. 408, S.R. 417, S.R. 528, AND GOLDENROD ROAD EXTENSION (S.R. 551)**  
**CONTRACT**

This Contract No. 001151 (the "Contract" as defined herein below), is made this 1<sup>st</sup> day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and \_\_\_\_\_, a \_\_\_\_\_ corporation, registered and authorized to conduct business in the State of Florida, whose principal address is \_\_\_\_\_ and who is duly authorized hereinafter the CONTRACTOR:

**WITNESSETH:**

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

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and,

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide roadway and bridge maintenance services on S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

**WHEREAS**, on or about December 5, 2016, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

**WHEREAS**, CONTRACTOR was the successful one of \_\_\_\_\_ qualified firms that responded to the Request for Proposals and was ultimately selected;

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

**1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized

representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include maintenance of, and administration and management services related to, S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

- 1.1 The Contract,
- 1.2 The Addenda (if any), with those of later date having precedence over those of earlier date,
- 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,

(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 CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 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 CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be

paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

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

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

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

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

3.1 The Contract Amount for the five-year Contract term is \$\_\_\_\_\_.

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

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

4.1 Definition of Records:

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

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

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

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions,

constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

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

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

## **6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and 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. All surety bonds shall be in a

form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability Insurance** having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract.

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

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

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

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

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

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

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

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

**6.5 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 annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from July 1, 2017 through June 30, 2018. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. 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's resident agent's name, address, and telephone number shall be clearly stated on the face of the 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 which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

## **7. CONTRACTOR RESPONSIBILITY**

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;



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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's roadway and bridge maintenance services.

7.7 CONTRACTOR and its subcontractors shall 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 a contract with CFX understands and will comply with subsection. 20.055(5), Florida Statutes.

## **8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee, whether Key Personnel or not, whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

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

## **9. HOLD HARMLESS AND INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless CFX, its officers, and employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees)

or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

Contractor's liability per occurrence under this Indemnity provision shall not exceed the greater of: (a) one million dollars (\$1,000,000); (b) the total aggregate amount of insurance required; or (c) the total amount of the Contract, inclusive of amendments, extensions, renewals, and supplemental agreements thereto, for the entire term of the Contract.

The obligations in Section 9.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Contract and continue in full force and effect.

## **10. PUBLIC RECORDS**

Notwithstanding Section 11, entitled "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.

**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 Phone: 407-690-5000, e-mail: [publicrecords@cfxway.com](mailto:publicrecords@cfxway.com), and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the

contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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. Failure by the CONTRACTOR to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by CFX.

The obligations in Section 10.0, Public Records, shall survive the expiration or termination of this Contract and continue in full force and effect.

#### **11. PRESS RELEASES**

The CONTRACTOR agrees that it shall make no statements, press releases or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying CFX and securing its consent in writing, except as required by law. The CONTRACTOR 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 Contract, it being understood that, under Section 10.0 hereof, such data or information is the property of CFX.

#### **12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with

trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to

protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; or

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

### **13. PERMITS, LICENSES, ETC.**

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

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

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

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

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

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

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

#### **15. NONDISCRIMINATION**

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

#### **16. NOTIFICATION of CONVICTION of CRIMES**

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

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

#### **17. SUBLETTING AND ASSIGNMENT**

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



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

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Contract (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 Contract without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been

approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

## **18. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **19. REMEDIES**

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

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

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

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested

claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

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

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

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

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

## **21. OTHER SEVERABILITY**

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

## **22. GOVERNING LAW**

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

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

## **23. RELATIONSHIPS**

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

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

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

#### **24. INTERPRETATION**

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

#### **25.0 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. The 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 this Contract, CFX may immediately and unilaterally terminate this Contract for cause.

#### **26.0 E-VERIFY CLAUSE**

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.

#### **27.0 INSPECTOR GENERAL**

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 Contract and continue in full force and effect.

## **28.0 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.”

## **29.0 INTEGRATION**

This 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.

## **30.0 AVAILABILITY OF FUNDS**

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

### 31.0 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 CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

### 32. 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:

32.1 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

32.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

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

32.4 Obligations upon expiration or termination of the Contract, as set forth in Section 33; and

32.5 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.

**33. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

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



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 \_\_\_\_\_, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

CONTRACTOR

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

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

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

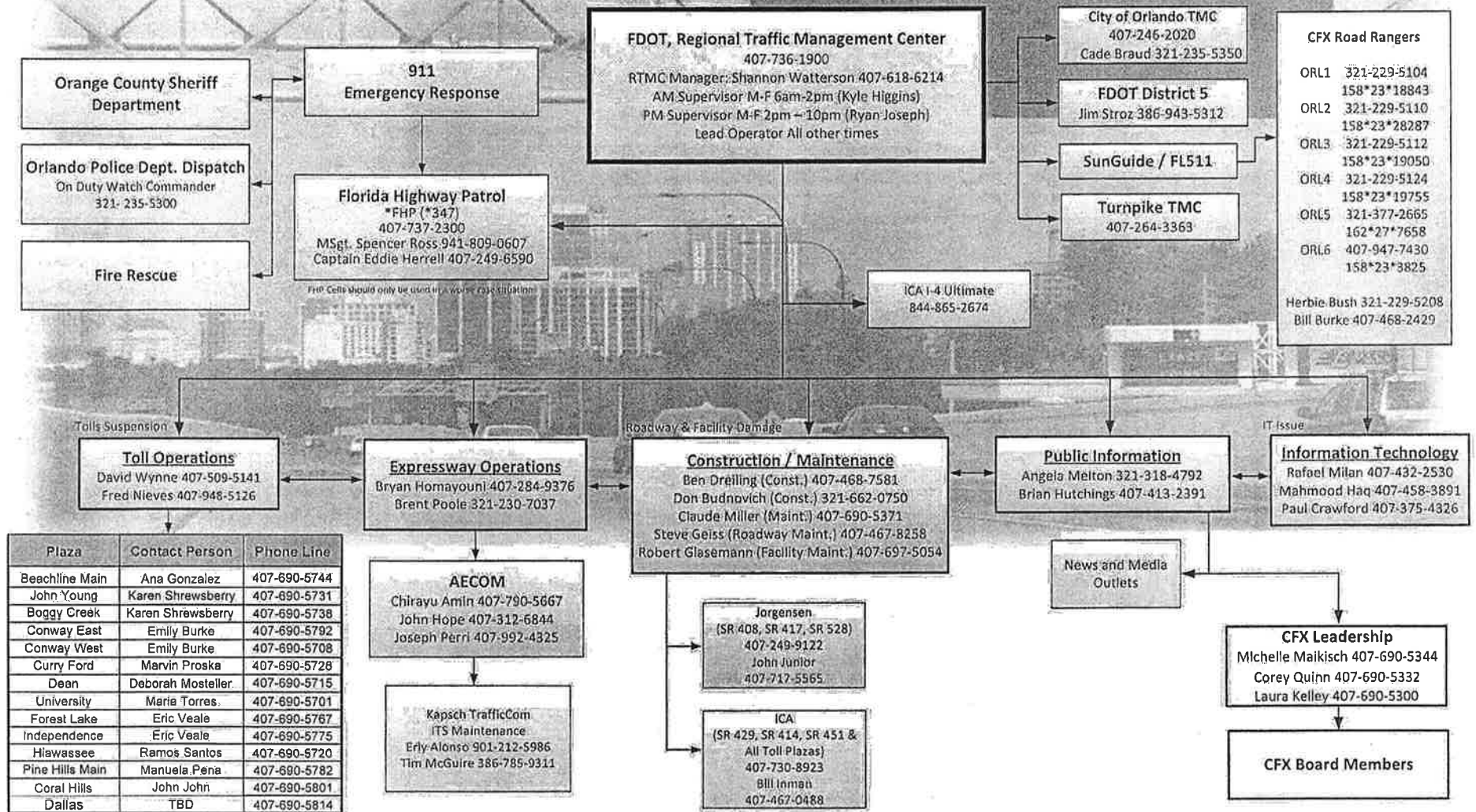
ATTEST: \_\_\_\_\_ (Seal)

Approved as to form and execution, only.

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

# CFX Incident Response Plan

\*ALL CONTACTS IN BLUE ARE SECONDARY BACK-UP CONTACTS\*



Addendum No. 3

RFP No. 001151

January 18, 2017

**Exhibit A**  
**SCOPE OF SERVICES**  
**ROADWAY AND BRIDGE MAINTENANCE SERVICES**  
**S.R. 408, S.R. 417, S.R. 528 AND GOLDENROD ROAD EXTENSION (S.R. 551)**  
**CONTRACT NO. 001151**

**1.0 OVERVIEW**

- 1.1 The Contractor shall perform maintenance of and administration and management services related to roadways (including out parcels) and bridges along S.R. 408 (East-West Expressway), S.R. 528 (Beachline Expressway) from Boggy Creek Road to S.R. 520; S.R. 417 (Central Florida GreeneWay) from International Drive to Seminole/Orange County line, and Goldenrod Road Extension (S.R. 551) from Hoffner Road to Cargo Road in Orange County, Florida.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached specifications.

- 1.2 The Contractor, or an approved subcontractor, shall employ a full-time registered professional engineer licensed to practice in the State of Florida and sufficient qualified technical and professional staff to support activities and program areas including, but not limited to: roadway and bridge maintenance contract administration; maintenance contract development; maintenance condition survey management; road serviceability analysis; and transportation safety management. CFX, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.

- 1.3 The services to be provided by the Contractor shall be furnished through a combination of Contractor staff/personnel and subcontractors/subconsultants under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include, but are not necessarily limited to maintenance of: roadway features (pavement); roadside features (e.g., soil shoulders, slopes, and fence); traffic services features (e.g., signs, striping, and guardrail); vegetation/aesthetics (e.g., mowing and litter); and drainage (e.g., ditches and inlets). Work shall also include responsibility for traffic operations; reviewing bridge inspection reports and preparing and implementing a plan for repairs of noted deficiencies; performing road serviceability analysis; and responsibility for permit operations. These services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll

facilities and equipment, the fiber optic network, wrong-way driving signs, landscaping and aquatic weed control are not a part of this scope and will be performed by others.

- 1.4 CFX does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the Contractor is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by others or, where applicable, by Florida Department of Transportation (FDOT).

## **2.0 ROADWAY MAINTENANCE AND INSPECTION**

- 2.1 The Contractor shall be responsible for all routine bridge maintenance, roadway maintenance (roadway features, roadside features, traffic services features, vegetation/aesthetics and drainage) and inspection and administrative functions as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures.
- 2.2 The Contractor, through the use of subcontractors and subconsultants, shall provide qualified maintenance contractors and technical and administrative personnel in appropriate numbers to ensure that maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All activities shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of the Contract.
- 2.3 The Contractor shall comply with the CFX Incident Response Plan. This document provides procedures for situational analysis, mobilizing personnel and equipment, information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response activities.
  - 2.3.1 The Contractor shall comply with the CFX Open Road Tolling procedures policy letter for scheduled or emergency closing of express toll lanes.
- 2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all work under control of the Contractor, its agent, employees and subcontractors/subconsultants. When required by the Contractor's operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.
- 2.5 The Contractor shall review Bridge Inspection Reports received by CFX. The Contractor shall have complete responsibility for scheduling and performing bridge maintenance and repairs. The Contractor shall return completed signed and dated FDOT work order forms to the Director of Maintenance to include photographs of the completed repairs. CFX will review the documents and notify FDOT to close the work order within 60 days for Priority 1

work orders, 180 days for Priority 2 and 3 work orders and within 2 years for Priority 4 work orders. Work not completed within this time frame will be subject to a reduction in compensation due the Contractor of \$200 per day per work order for each day the work is not completed.

2.6 Road Serviceability Analysis - The Contractor shall:

2.6.1 Attend MRP inspection with FDOT and Director of Maintenance. Review results of the Maintenance Rating Program (MRP) inspection performed by FDOT and initiate corrective action based on undisputed MRP inspections within 30 days of receipt of the findings from the Director of Maintenance.

2.6.2 Prepare road serviceability analyses and documentation to correct identified deficiencies. Use the current year Annual Inspection Report compiled by CFX's General Engineering Consultant as a baseline of the deficiencies needing repair. Integrate report findings in Contractor's Work Plan.

2.6.3 Perform Road Characteristics Inventory (RCI) field review and document changes. Develop and maintain an up to date inventory of CFX assets of roadway items and bridge features within 180 days of Notice to Proceed. Use FDOT Straight Line Drawings (SLD) to populate initial inventory.

2.7 Contract Administration - The Contractor shall:

2.7.1 Review maintenance contract reports relating to Contractor's performance and communicate with subcontractors, if necessary, regarding negative conformance to specifications, workmanship, etc.

2.7.2 Prepare and maintain monthly progress schedules and reports applicable to all phases of maintenance operation and such special reports as may be required to keep CFX advised with respect to the progress of work activity.

Provide the monthly report in a format that includes all Activity Groups and Activity Codes, quantities and applicable measurement units (i.e. acre, square foot/yard, each, etc.) as described in the FDOT Maintenance Cost Handbook.

2.7.3 Assist CFX in responding to the public interest regarding maintenance activities.

2.8 In all cases and scenarios prepare accident claim in form and content reasonably satisfactory to CFX.

2.8.1 For matters or incidents in an amount less than or equal to \$25,000.00, or the CFX insurance contract deductible, whichever is greater, in estimated repair damages for

any particular occurrence due to the intentional acts or negligence of any third party or parties, the Contractor shall:

- (i) Provide a copy of said accident claim to CFX for its records if requested; and
- (ii) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and
- (iii) Seek reimbursement of the expenses made in connection with the aforementioned repair and/or maintenance, at Contractor's sole expense, only from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek reimbursement from the CFX. Nor shall the Contractor seek reimbursement from the CFX insurance carrier or carriers without first obtaining written approval from CFX, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third Party Insurers, but not against CFX, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, or the CFX insurance carrier or carriers, whether in law or in equity.

2.8.2 For matters or incidents in an amount greater than \$25,000.00, or CFX's insurance contract deductible, whichever is greater, in estimated repair damages for any particular occurrence due to the intentional acts or negligence of any third party or parties, as an absolute condition of the Contractor being reimbursed by CFX, the Contractor shall:

- (i) Submit said accident claim affidavit to CFX; and
- (ii) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and
- (iii) Notify CFX in writing, that the Contractor seeks reimbursement of the Contractor's expenses, reasonably related to such repairs and/or maintenance, whereby CFX, shall at its expense, file a reimbursement claim with the CFX insurance carrier or carriers. Should the CFX insurance carrier or carriers fail to pay all of any particular reimbursement claim, the Contractor may, but shall have no

obligation to, seek reimbursement of any particular claim shortfall from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek any reimbursement from the CFX insurance carrier or carriers, whether or not the claim is based on bad faith or otherwise, without first obtaining written approval from CFX, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third Party Insurers, but not against CFX, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, whether in law or in equity.

- 2.8.3 Contractor and its assigns, if any, hereby waive any and all claims, reimbursement requests, and the like, against any self-insurance policy or policies of CFX and of the Florida Department of Transportation.

### **3.0 CONTROL OF THE WORK**

- 3.1 The Contractor shall develop, prepare, and implement a Roadway Maintenance Operations Work Plan.

The Work Plan shall contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The date may be expressed by week or by any other more specific periods or date the Contractor selects.

A draft of the Work Plan shall be submitted to CFX within 30 days after the date of the Notice to Proceed. CFX will review the plan and meet with the Contractor to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

The Contractor shall submit an updated Work Plan to CFX at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

- 3.2 Director of Maintenance

To avoid unnecessary repetition of expressions, whenever in the Scope of Services, Maintenance Specifications or other Contract Documents the term "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise.

All work shall be subject to review and acceptance by the Director of Maintenance who shall evaluate the Contractor's work for compliance with the Contract Documents. The Director

of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

### 3.3 Coordination of Contract Documents

The Scope of Services, Maintenance Specifications and all supplementary documents are integral parts of the Contract Documents and a requirement occurring in one document is as binding as though occurring in all documents. Section 102, Maintenance of Traffic, which is included in the Maintenance Specifications as Attachment 19, replaces Section 102 in the FDOT Standard Specifications for Road and Bridge Construction. The remainder of the Standard Specifications, (current edition at the time of Contract execution) and the FDOT Design Standards, January 2016 edition, are incorporated by reference as if fully set forth herein. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Scope of Services
2. Maintenance Specifications
3. FDOT Standard Specifications, current edition at time of Contract execution.
4. FDOT Design Standards, January 2016 edition

Unless specifically allowed by the Director of Maintenance, the Method of Measurement and the Basis of Payment articles in all sections of the Standard Specifications will not apply to this Contract. See Method of Compensation for additional information.

### 3.4 Traffic Control and Lane Closures

The Contractor shall adhere to the requirements of Part 6 of the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic, and FDOT Design Standards Drawing No. 600.

No work shall occur on CFX's system between the hours of 6:00 am and 11:00 pm, Monday through Sunday, without the permission of the Director of Maintenance. Ramp closures will only be permitted between the hours of 11:00 pm and 5:00 am any day of the week.

If, in the opinion of the Director of Maintenance, any permitted lane closure(s) causes extended traffic congestion the Contractor shall, at the direction of the Director of Maintenance, open any temporary lane closures until traffic is returned to an acceptable flow as determined by the Director of Maintenance.



Delay costs to the public will result if all lanes are not open to traffic during the times noted above. The Contractor shall plan its operations such that all equipment and materials except those required for the safety of the traveling public are removed from the clear zone and lanes are reopened for traffic by the times noted above. A damage recovery cost will be assessed for failure by the Contractor to clear traffic lanes in the following amount:

10 minutes and under.....No damage recovery cost assessed  
Each additional 10 minutes or fraction thereof.....\$2,000

Costs will be assessed beginning at the appropriate time as shown above and continue until all lanes are open and traffic flow is restored as recorded by the Director of Maintenance. CFX shall have the right to apply as payment on such damages any money which is due to the Contractor by CFX. At the discretion of the Director of Maintenance, damage recovery costs will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

### 3.5 Other Work

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

### 3.6 Subcontractors

The Contractor shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of the Contract or any portion thereof without the written consent of CFX which may be withheld in CFX's sole and absolute discretion. A list of approved subcontractors shall be made a part of the Contract. Subsequent to the execution of the Contract, any additions to the list will require prior approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), will also require prior approval by the CFX Board. No such subcontract shall be executed by the Contractor until Board approval is given. Refer to Article 17, Subletting and Assignment, in the Contract for additional requirements.

Promptly upon request of CFX, the Contractor shall remove from the activities associated with or related to the performance of the Contract any subcontractor, at any tier, whom CFX considers unsuitable for such work. Such subcontractor shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

## **4.0 OTHER REQUIREMENTS**

### **4.1 Permits, Notifications and Fees**

- 4.1.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.
- 4.1.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract lump sum prices for the items of work in the Contract.
- 4.1.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.

### **4.2 Hazardous or Toxic Waste, Pollutants**

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

#### 4.3 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

#### 4.4 Safety

4.4.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Loss Prevention Manual (current issue at time of Contract execution) is incorporated by reference and made a part of the Contract, and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

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

4.4.3 The Contractor shall ensure that its workers and subcontractors at all tiers use vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 2 at all times. Class 2 vest garments will be required for all speeds. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

4.4.4 All vehicles used within the project limits shall be equipped with flashing yellow strobe lights mounted on top of the vehicle to be clearly visible. All vehicles shall be marked with the Contractor's or any tier subcontractor's name and/or logo on both sides of the vehicle in a font easily read from a distance of 15 feet.

#### 4.5 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from

any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

#### 4.6 Disadvantaged, Minority and Women Owned Businesses (D/M/WBE)

General: The Contractor is encouraged to continue to meet or demonstrate the 15% participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

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

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

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the 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.

#### 4.6.1 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

4.6.1.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

4.6.1.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

- (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
  - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
  - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
  - (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  - (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
  - (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
  - (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status.
  - (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

4.6.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

4.6.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
- (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
  - (b)
    - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
    - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
    - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
  - (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
    - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be



reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4.6.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
9. any other records required by the Director of Maintenance or Executive Director.

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

#### 4.6.5 Subletting of Contracts - Participation Objective

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

#### 4.7 Office and Storage Facilities

CFX will provide office and storage facilities for the Contractor at 7015 McCoy Road. The site includes an office area of which approximately 3,000 square feet will be provided to the Contractor and a covered warehouse/maintenance building of approximately 11,000 square feet which is available to the Contractor. Uncovered space on the site will also be available to the Contractor. Contractor is responsible for all maintenance to the entire office building, storage facility and the facility site. Contractor shall also be responsible for all necessary insurance/liability coverage as well as all utility costs. Any additional space required by the Contractor beyond that furnished by CFX shall be secured by the Contractor at the Contractor's expense.

The space provided by CFX is being made available to the Contractor at the sole discretion of CFX. The Contractor agrees to vacate any or all of the office, warehouse/maintenance building, and uncovered space upon 90 days written notice from CFX.

### 5.0 PROSECUTION AND PROGRESS OF WORK

#### 5.1 Beginning Work

The Contractor shall commence work as of the date established in the Notice to Proceed. The term of the Contract will begin on the date established in the Notice to Proceed.

#### 5.2 Status of Work

The Contractor shall keep the Director of Maintenance advised as to the status of work being done by the Contractor and the details thereof on a daily basis. The Contractor shall e-mail locations of work crews to designated CFX maintenance personnel indicating roadway, start and proposed end location by mile post for each major work activity. Coordination shall be

maintained by the Contractor with the Director of Maintenance. The Director of Maintenance or Contractor may request and be granted a conference with the other party.

### 5.3 Maintenance Operations

- 5.3.1 The Contractor shall be available 24 hours a day, 7 days a week, 52 weeks a year. The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.
- 5.3.2 Regular time is defined as 7:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays (Thanksgiving Day, Christmas Day, New Year's Day, Independence Day or Labor Day). When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday.
- 5.3.3 Special time is defined as 5:00 p.m. to 7:00 a.m., Monday through Friday and all day Saturdays, Sundays, and holidays. For special operations, night work may be allowed between the hours of 5:00 p.m. to 7:00 a.m., with proper lighting, if so authorized by the written approval of the Director of Maintenance (e-mail may be used).
- 5.3.4 No work shall be done when weather conditions limit good visibility to less than five hundred (500) feet. Work may only be performed during prohibited times with written permission from the Director of Maintenance, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.
- 5.3.5 Prior to beginning maintenance operations, the Contractor shall submit to the Director of Maintenance, for approval, two (2) copies of the Contractor's proposed plan and methods for performing the required roadway and bridge maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.
- 5.3.6 All Contractor, subcontractors and second tier subcontractor's vehicles shall have clear identification of the company they represent. All Contractor, subcontractor and second tier subcontractor employees requiring access to any CFX facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to CFX prior to beginning work under the Contract. Any employee not on

the Contractor's list and not having the proper photo identification will not be allowed access to facilities.

- 5.3.7 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way line as possible. Equipment or vehicles shall be clearly marked with cones or lighted barricades. Do not park equipment overnight in the median regardless of the width of the median. Conduct all service and supply operations as close to the right-of-way line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.
- 5.3.8 In circumstances where the work has assigned to it a specific time increment within which to accomplish the task (if any), the Director of Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.
- 5.3.9 CFX will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:
- a. Up to 1 hour late - \$100.00 reduction.
  - b. More than 1 hour late - \$200.00 reduction.
  - c. For each additional hour late - \$200.00 reduction

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Director of Maintenance that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this subarticle.

No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew.

- 5.3.10 Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:

- (i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or
- (ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on 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.

#### 5.4 Suspension of Work

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

CFX anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the work. Upon direction from the Director of Maintenance, the Contractor shall reduce roadway maintenance activities in the construction areas designated by CFX until such time as the suspension is lifted. The only maintenance activities that shall be performed by the Contractor in the designated areas are litter removal, herbicide applications and emergency response. Payment will only be made to the Contractor for the maintenance activities performed during the suspensions at the appropriate reduced cost per centerlinemile shown in the Price Proposal.

#### 5.5 Liquidated Damages

- 5.5.1 The Contractor (or in the circumstance of the Contractor default, the surety) shall pay to CFX, not as a penalty but as liquidated damages, \$200 per day for failure of the Contractor to complete the work within the time stipulated in the work order or maintenance specifications or within such additional time as may have been granted by CFX. It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

- 5.5.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, default days shall be counted in calendar days.
- 5.5.3 Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
- 5.5.4 In the event of default by the Contractor and the completion of the work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the work due to any unreasonable action or delay on the part of CFX.
- 5.5.5 The work will be considered completed when all work has been accepted by the Director of Maintenance. CFX reserves the right to apply as payment on such liquidated damages any money due the Contractor by CFX.

## 5.6 Sales and Use Taxes

Work under the Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on State, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The Contractor is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the Contractor's Price Proposal.

## 5.7 Binding Arbitration

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

### 5.7.1 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 and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

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

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

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

## 5.8 Evaluation and Acceptance of Work

- 5.8.1 The performance of the Contractor under the terms of the Contract will be subject to review by CFX. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or work.
- 5.8.2 For roadway maintenance work, the major criterion used by CFX for evaluating the Contractor's performance and acceptability of the completed work will be the average "score" given to the roadway features, roadside features, traffic services features, vegetation/aesthetic (exclusive of landscape areas maintained by others) and drainage by the Florida Department of Transportation through its annual Maintenance Rating Program (MRP). CFX will use the current FDOT weighted scoring system when evaluating the roadway system. The Contractor shall achieve and maintain an

MRP of 91 for S.R. 408, S.R. 417, and S.R. 528. The Goldenrod Road Extension (S.R. 551) is not scored by MRP.

The MRP score is not the only evaluation criterion that CFX will use to evaluate Contractor performance. The fact that the Contractor is able to achieve the required scores for each roadway shall not relieve the Contractor from its responsibility to constantly monitor and maintain the roadways and all of their elements and characteristics. For example, with regard to vegetation/aesthetics, CFX expects the Contractor to keep S.R. 408, S.R. 417, S.R. 528 and the Goldenrod Road Extension virtually litter free on a daily basis and to ensure that all turf areas have a pleasing and presentable appearance at all times. CFX further expects the Contractor to be sensitive to the needs and perceptions of CFX's customers who feel that paying a toll to use a roadway entitles them to a ride that is not only pleasing to the eye but also smooth, safe and comfortable as well.

The FDOT will conduct MRP ratings for CFX every four months on S.R. 408, S.R. 417 and S.R. 528. Beginning with the first four-month period, CFX will withhold from monies due the Contractor an amount equal to one percent (1%) of the cumulative amount of four months payments for each point below an overall MRP of 91. CFX will withhold from monies due the Contractor an amount equal to one-half of one percent (.5%) of the cumulative amount of four months payments for each point below 89 on any element rating. CFX will withhold from monies due the Contractor an amount equal to one-tenth of one percent (0.10%) of the cumulative amount of four months payments for each percentage point below 80 on any characteristic rating. If a characteristic falling below 80 is rated on fewer than 10 inspection points, CFX will conduct a supplemental inspection of those characteristics to provide a minimum of 10 points for evaluation.

The monies withheld by CFX will be placed in the Work Order Allowance for use at CFX's sole discretion to cover the cost of additional work. Any amount remaining in the Work Order Allowance at the end of the Contract term will remain the property of CFX.



## 5.9 Compensation

The Contractor will be paid monthly for lump sum items according to the schedule below. Monthly dollar amount will be the total Contract amount multiplied by the monthly factor listed below.

<u>Month</u>	<u>Year 1</u>	<u>Years 2-5</u>
1	0.019	0.017
2	0.019	0.017
3	0.016	0.017
4	0.016	0.017
5	0.016	0.017
6	0.016	0.017
7	0.016	0.017
8	0.016	0.017
9	0.016	0.017
10	0.016	0.017
11	0.016	0.017
12	0.018	0.013
Yearly Amount	0.200	0.200

END OF SECTION

**TABLE OF ATTACHMENTS  
MAINTENANCE SPECIFICATIONS**

**ROADWAY AND BRIDGE MAINTENANCE**

<u>Attachment</u>	<u>Specification Title</u>
1.	Roadside and Slope Mowing
2.	Litter Removal
3.	Guardrail Repair
4.	Fence Repair
5.	Roadway Lighting Maintenance and Repair
6.	Attenuator Maintenance and Repair
7.	Pavement Marking and Signing
8.	Traffic Control Devices
9.	Cable Barrier System
10.	Fertilizer Application
11.	Chemical Control of Weeds and Grass
12.	Graffiti and Stain Removal
13.	Asphalt-In-Place
14.	Mechanical Road Sweeping
15.	Repair and Restoration of Slopes, Shoulders and Roadside Ditches and Canals
16.	Drainage System Repair and Cleaning
17.	Concrete Repairs and Joint Sealing
18.	Tree Trimming and Removal
19.	Specification Section 102, Maintenance of Traffic
20.	Specification Section 561, Coating Existing Structural Steel
21.	Railroad Crossing Maintenance

**Attachment 1**  
**ROADSIDE AND SLOPE MOWING**

**1.0**      Description

- 1.1      Provide all labor, materials, equipment and incidentals necessary to perform routine mowing of grassed or vegetated roadside / slope area located within the project limits including litter removal and disposal.
- 1.2      The work described herein includes the periodic mowing of grassed or vegetated roadside, median, and slope areas within the project limits with conventional high production style mowing equipment, small machine mowing equipment, and specialized equipment and/ or string trimming as necessary. Vegetation shall consist of all grass, part grass and part succulent weed growth, or all succulent weed growth within the area to be mowed.
- 1.3      Apply Orthene (or equal approved by the Director of Maintenance) insecticide to all fire ant mounds located within turf areas adjacent to paving edge, guardrails, fence lines and all other roadside / drainage structures during each roadside mowing cycle and as directed by the Director of Maintenance to control fire ants when mounds form above normal ground line in mowed turf areas. Applications shall be performed during each mowing cycle. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle. Method of application and dosage shall be as recommended by the manufacturer. Submit product label, MSDS sheet, and proposed application method and rate to Director of Maintenance for approval prior to use. Daily pesticide application reports shall be collected and submitted to the Director of Maintenance on a weekly basis.

**2.0**      Types of Mowing Areas

- 2.1      “Roadside mowing” is defined as the mowing of all grassed and vegetated areas of shoulders, medians, ramps, all front and back slopes of less than 3:1 including retention areas, roadside ditch bottoms (both wet and dry), around retention ponds to water line (at time of each mowing cycle), dry retention areas, out parcels, raised roadside and median islands, along right of way fence line maintenance strips, various width utility strips (defined as the top of slope behind the guardrail), and similar areas as designated by the Director of Maintenance.
  - 2.1.1      Utility strips shall be mowed in conjunction with roadside mowing cycle. Grasses behind guardrail shall be maintained so as not to exceed the height of the bottom of the guardrail.

- 2.2 “Slope mowing” is defined as the mowing of all grassed and vegetated areas of slopes greater or steeper than 3:1, e.g., steep slopes, canal banks, etc. Perform slope mowing using a boom-type slope mower, hand held equipment or other equipment suitable for mowing steep slopes

3.0 Quantity and Frequency of Mowing

- 3.1 The mowing cycles specified represent the type of mowing to be accomplished (roadside or slope as defined in sections 2.1 and 2.2). The area and limits of each type of mowing will be determined by the Contractor in the field and verified by the Director of Maintenance.
- 3.2 The Contractor shall perform each mowing cycle in accordance with the Contractor’s approved Work Plan unless directed otherwise by the Director of Maintenance. Roadside and slope mowing cycles shall be performed twelve (12) times per year and slope mowing cycles shall be performed eight (8) times per year. The total number of roadside mowing cycles and slope mowing cycles performed per year may be increased or decreased as directed by the Director of Maintenance. Before payment is made for a cycle, the Contractor and Director of Maintenance shall inspect the roadways to verify completion. Any missed areas identified in the inspection shall be completed before payment for a cycle is made.
- 3.2.1 At the direction of the Director of Maintenance, the Contractor shall mow selected parcels not part of the routine roadside mowing areas. These areas are located on surface streets or in City of Orlando parks adjacent to CFX roadways where sidewalks and curbing exist. These areas shall be mowed and edged bi-weekly.
- 3.3 Each roadside / slope mowing cycle shall begin on the first day of each month as per the Work Plan unless directed otherwise by the Director of Maintenance. Each roadside / slope mowing cycle shall be completed in its entirety within twenty one (21) calendar days of the beginning of each cycle. The remaining days of each month shall be used for inspection and identification of deficiencies in the performance of the previous cycle by the Director of Maintenance and the performance of directed corrective measures by the Contractor to complete the cycle within the current month.
- 3.4 Roadside/slope mowing cycles not completed within scheduled twenty one (21) calendar days due to weather conditions shall be performed during the remaining days of each month with prior approval from the Director of Maintenance. Incomplete roadside / slope mowing cycles shall not delay the start and successful completion of subsequent scheduled cycles. Liquidated damages in the amount of \$1,000 per day will be assessed for each day that a cycle is not completed and accepted within the allotted timeframe including weather delays.

#### 4.0

##### Equipment

- 4.1 All equipment shall be subject to inspection by the Director of Maintenance at any time. Properly maintain safety devices, as described in the Scope of Services, at all times.
- 4.2 If the Director of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Director of Maintenance.
- 4.3 Inspection of the Contractor's equipment by the Director of Maintenance shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
- 4.4 Equipment which damages the pavement or turf in any way will not be allowed. Repair all damage caused by the Contractor's equipment to the satisfaction of the Director of Maintenance and at no cost to CFX. Repairs to pavement or turf shall be completed within 14 days after the damage occurs and/or is identified by the Director of Maintenance. Payment for mowing will be withheld until required repairs/replacements have been completed and accepted.

#### 5.0

##### Mowing Equipment

- 5.1 The roadside and slope mowing equipment shall be in good repair capable of producing a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings. Slope mowing equipment shall be capable of a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings without damaging or compromising the integrity of the slope.
- 5.2 The Contractor shall furnish all equipment of the type and quantity necessary to perform the work satisfactorily within the time specified herein. Any additional equipment needed to complete the mowing cycles in accordance with the Work Plan shall be provided by the Contractor at no additional cost to CFX.
- 5.3 Furnish specialized equipment for the use when conventional mowing equipment is unable to reach wet mowing areas. Boom, arm or other specialized equipment with sufficient reach shall be used at no additional cost to CFX.

## 6.0 Method of Operations

- 6.1 Prior to the beginning of each month, the Contractor shall submit to the Director of Maintenance, via email, a monthly schedule identifying proposed upcoming mowing cycle start, weekly progress, and ending dates and locations. Work progress interruptions due to weather conditions or equipment issues shall be communicated to the Director of Maintenance, via email, in the daily progress reports.
- 6.2 Each roadside and / or slope mowing cycle shall commence at the same starting location on the roadway and proceed continuously to the same completion location on the roadway. On subsequent cycles, follow the pattern adopted for the first cycle unless the Director of Maintenance specifically authorizes a change in the pattern.
- 6.3 Daily mowing cycle progress intent is that all mowing from right-of way to right of way limits shall be completed in its entirety with not more than one mile of either roadside being partially mowed / incomplete.
- 6.4 Prior to the start of each cycle, the Contractor shall inspect and identify any areas where turf conditions, work by other CFX contractors, or any other circumstances could prevent required mowing. The Contractor shall immediately notify the Director of Maintenance of the existing conditions and request directions as to how to proceed. If such conditions are eliminated during the period designated for that mowing cycle, the Director of Maintenance may require the Contractor to cut these areas as part of the cycle or have the areas mowed in the subsequent cycle. When directed by the Director of Maintenance, do not mow grassed areas that are saturated with standing water. Mow these areas at subsequent cycles as directed by the Director of Maintenance
- 6.5 Perform litter pick up immediately prior to the mowing operation to preclude the spread of litter.
- 6.6 During mowing operations, the Director of Maintenance shall inspect work being performed to determine Contract compliance. In the event of deficient work, the Contractor will be directed to re-perform any Contract required task without additional compensation, in the area(s) identified so that the total mowing cycle may be satisfactorily completed within the monthly mowing cycle time period. The Director of Maintenance shall notify the Contractor, via email, of any identified deficiencies within 24 hours of discovery.
- 6.7 Items damaged (e.g. object markers, delineators, guardrail end treatments, fence posts, drainage end sections and grates, FON marker poles, etc.) during mowing operations shall be immediately repaired/replaced to the satisfaction of the

Director of Maintenance. Payment for mowing will be withheld until required repairs/replacements have been completed and accepted.

7.0 Limitation of Operation

- 7.1 When mowing within ten (10') feet of the travel way operate equipment in the direction of the traffic. This provision does not apply when the specific worksite is protected by flagmen and warning signs in accordance with the MUTCD.
- 7.2 When necessary for mowing machines to cross bridges with full width shoulders on the right, make the crossing on the shoulder. Cross all bridges with care. Keep such crossings to the minimum required to complete the work as specified.
- 7.3 When necessary for mowing machines to cross the travel way, select a location that provides a minimum five hundred (500') feet of unobstructed sight distance. The mower operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings.

8.0 Quality of Work

- 8.1 Mow all grass and vegetation to a height of six inches (6") with a maximum tolerance of one-half (1/2") inch plus or minus.
- 8.2 Connect areas of different widths with smooth flowing curve transitions. The accumulation or the piling of cuttings will not be permitted. Accumulations of cutting shall be evenly distributed throughout adjacent turf areas or removed and disposed of off-site as directed by the Director of Maintenance.
- 8.3 Mow / trim grass and vegetation around landscape beds, installed buffers, and naturalized areas so as not to damage adjacent plant material and trees. Mow around landscaped areas so as not to discharge clippings into the planting areas. Do not mow within four (4) feet of tree trunks and shrubs in installed buffer and naturalized areas.
- 8.4 During each mowing cycle, mow / trim around existing appurtenances to maintain grass and vegetation to height consistent with adjacent mowed turf areas or as directed by the Director of Maintenance. Appurtenances shall include, but are not necessarily limited to, sign post and bases, delineator posts, fences, guardrail or barrier walls, headwalls, end walls, pipes, drainage structures, roadway lighting poles, power poles, guy wires, landscape areas, etc. Mowing around appurtenances by small machine or by hand shall be coordinated with the large machine mowing to present a clean continuous appearance.

- 8.5 Mow small areas (out parcels) outside of the fenced right of way that CFX owns and as identified in the Contract. In most cases, this mowing shall require small machine or push-type mowers and hand work.
- 8.6 The Contractor will not be required to routinely rake or remove grass or other vegetation cuttings from the right-of-way during each mowing cycle. Contractor may be required to remove vegetation cuttings that, due to their volume, may be damaging to existing turf or are aesthetically unacceptable as determined by the Director of Maintenance such as windrows of mowed grass. Removal shall be as directed by the Director of Maintenance. Grass or clippings spread by the Contractor on paved areas or landscaped areas as a result of mowing operations shall be removed immediately.

END OF SECTION



## **Attachment 2**

### **LITTER REMOVAL**

#### **1.0      Description**

- 1.1      Pickup, remove and dispose of litter and debris from the limits of the highway right-of-way from fence to fence to include landscaped and ramp areas.
- 1.2      Litter or debris consists of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, dead animals and other items not considered normal to the right-of-way.
- 1.3      It is not intended for small objects such as cigarette butts, chewing gum wrappers and similar sized items to be removed under this work.
- 1.4      The Contractor shall be responsible for the performance of its organization and completion of all work under this contract as set forth in these specifications and as directed by the Director of Maintenance.
- 1.5      These specifications are end-result oriented. Although the litter activity is expected to be accomplished by manual means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality.

#### **2.0      Quantity and Frequency of Removal**

- 2.1      Litter removal from turf areas shall occur in advance of each mowing cycle. The Contractor shall complete a minimum of fourteen (14) litter removal cycles per year. The actual number of cycles may be increased or decreased as directed by the Director of Maintenance and is not dependent on the number of mowing cycles.
- 2.2      For daily maintenance patrol, provide a laborer with a vehicle, shovels and brooms for each roadway (S.R. 408, S.R. 417, and S.R. 528 including Goldenrod Road). The daily patrol shall consist of continuous round trips along each roadway, Monday through Saturday during regular work hours, exclusive of holidays, 52 weeks per year, each direction, both sides of the roadway and ramps, including landscaped areas, removing and disposing of the debris, including dead animals, vehicle tires and any materials on the paved surfaces. Large items visible from the driving surface such as cardboard boxes, tire pieces, buckets, etc., laying in the turf or landscaped areas shall also be removed. Remove accumulated debris from drainage inlets to include but not limited to, plastic bottles, cans, paper, pine straw, and palm fronds. CFX expects the Contractor to keep the area within the project limits virtually litter free on a daily basis to ensure that all turf areas have a pleasing and presentable appearance at all times.

2.3 No work will be permitted during non-daylight hours.

3.0 Equipment

3.1 Equipment used to transport litter from the project site shall be constructed and operated to preclude distribution or loss of litter along the roadway.

3.2 All vehicles shall be equipped with safety equipment as described in the Scope of Services.

3.3 Specialized equipment designed for the mechanical removal of litter and debris may require additional safety devices or precautions unique to the equipment as determined by the Director of Maintenance. Such devices may include but not be limited to amber flashing lights, slow moving vehicle signs, flagged antennas or fluorescent orange flags.

4.0 Disposal of Litter and Debris

4.1 Remove all litter and debris from the right-of-way at the end of each working day and dispose of at locations provided by the Contractor. Dispose in accordance with applicable laws and regulations. Cost incurred for disposal shall be borne by the Contractor. Storage or stockpiling of litter or debris on the right-of-way is not permitted.

4.2 Provide two (2) 30 cubic yard roll-off dumpster for tire/rubber and roadside debris at University Mainline Toll Plaza.

5.0 Quality of Work

5.1 Completed areas of work shall be free of litter and debris immediately after cleaning, as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Director of Maintenance or designated representative to be unacceptable shall be re-cleaned at no cost to CFX.

5.2 It is the intent of these specifications that cleaned areas are reasonably free of all litter and debris. It is not the intent to penalize the Contractor for litter and debris that may be deposited between the time an area is worked and when it is inspected. The decision of the Director of Maintenance as to acceptance or rejection of an area will be final.

END OF SECTION

**Attachment 3**  
**GUARDRAIL REPAIR**

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of guardrail, realign panels, posts, blocks and anchorages and miscellaneous hardware.

2.0 Contractor Responsibilities

- 2.1 Replace damaged guardrail and accessories using materials of a like kind unless directed otherwise by the Director of Maintenance or designated representative. Repair/restore any damaged or disturbed miscellaneous asphalt under guardrail and at posts.
- 2.2 All guardrails shall meet the design specifications in accordance with the Florida Department of Transportation (FDOT) Design Standards Index No. 400 unless directed otherwise by the Director of Maintenance.
- 2.3 Use any salvageable materials within the limits of each work site in that work site at no additional cost to CFX.
- 2.4 Remove all debris, including the original guardrail materials, from the right-of-way at the end of each working day unless otherwise allowed by the Director of Maintenance. All original guardrail materials removed and not used in the reinstallation shall become the property of the Contractor and shall be transported from CFX property and disposed of properly at locations provided by the Contractor unless otherwise directed by the Director of Maintenance.
- 2.5 Damaged guardrail is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Design Standards. Permanent repairs to damaged guardrail must be completed within ten (10) days, unless, due to the severity of damage, the Director of Maintenance determines a shorter time frame is necessary.
- 2.6 When directed by the Director of Maintenance, apply a paint coating over galvanized structural members and over areas of previously galvanized members on which the galvanizing has become significantly damaged. Use a galvanizing compound conforming to FDOT Specifications.

END OF SECTION

## **Attachment 4 FENCE REPAIR**

### **1.0      Description**

- 1.1      Provide all labor, materials, equipment and incidentals necessary to repair and maintain right-of-way fences. Repairs may be necessary on both chain link (Type B), special vinyl coated chain link wire fabric and farm type (Type A) fencing.
- 1.2      Remove and replace or repair deteriorated, damaged or destroyed fencing.
  - 1.2.1 All fencing shall be cleared of all brush and vegetative growth either by hand, mechanical equipment or by chemical application. The intent is to have fences free of any vegetative matter. Provide CFX a schedule detailing the method and locations of fence clearing/cleaning operations.
- 1.3      This work may consist of the removal, furnishing of materials, and replacement or mending of wire fabric, special vinyl coated chain link wire fabric, barbed wire, line posts, corner brace posts, braces and associated fasteners, gates and other hardware, for both chain link (Type B) and farm (Type A) fencing.

### **2.0      Contractor Responsibilities**

- 2.1      Obtain satisfactory permits or permission from property owners for any encroachments required to perform the work.
- 2.2      As part of this work and prior to the installation of the replacement fence, clear the alignment of all brush and/or vegetation as may be required. Cleaning to a width of at least two feet on each side of the fence line but shall not go beyond the right-of-way line.
- 2.3      Mend or replace damaged fence and accessories using materials of a like kind. Contractor shall provide all necessary chains, cables and locks to secure all right-of-way gates.
- 2.4      Perform installation in accordance with FDOT Standard Index Drawing Nos. 800, 801, and 802.
- 2.5      Remove all debris, including the original fence materials, from the right-of-way and dispose of at locations provided by the Contractor.

- 2.6 Replace all fence removed during any one working day during that same day. While the fence is down, provide continuous security to ensure that no automobiles or vehicles enter or exit the roadway from the temporarily unfenced area. Give specific attention to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 2.7 All materials used in this work shall conform to Section 550 of the FDOT Standard Specifications.
- 2.8 Install replacement fence on the same alignment as the removed fence. Install the replacement fence at a uniform height and tension with all line and pull posts set in a vertical direction. Replace fence posts in kind.

END OF SECTION

**Attachment 5**  
**ROADWAY LIGHTING MAINTENANCE AND REPAIR**

**1.0**     **Description**

Provide all labor, equipment, materials and incidentals to perform roadway lighting maintenance on all roadway light poles, sign structure lights, under deck bridge lights and high mast light poles (HMLP) as described below.

The Contractor or its subcontractor shall possess a license to do business as a certified or registered electrical contractor pursuant to Chapter 489, Part II, Florida Statutes. A copy of the license shall be submitted before maintenance begins at the first site. All work shall be supervised by an onsite Journeyman Electrician possessing a current license from the local municipality or county.

The Contractor shall comply with all local licensing requirements and ordinances governing performance of the work. All work shall be performed in accordance with the laws of the State, all municipal ordinances, all regulations and requirements of the Public Service Commission, the National Electrical Code, the National Electrical Safety Code, the current edition of the MUTCD, the FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System current at the time of the Contract execution, and FDOT Standard Specifications. The Contractor shall be a member of Sunshine State One-Call.

**2.0**     **Contractor Responsibilities**

**2.1**     **Night Patrolling and Inspection of System**

- A.     Perform night patrol and inspection of the entire system on the 1<sup>st</sup> and 15<sup>th</sup> of each month. Identify each outage by pole number on an inspection report form prepared by the Contractor and approved by the Director of Maintenance. Submit the inspection report along with a diagram (Google Map or similar product) representation of the outage location(s) to the Director of Maintenance at the completion of each patrol inspection.
- B.     Perform work necessary based on the results of the inspection. CFX expects all lights on the system to operate as designed. Unless otherwise extended by the Director of Maintenance, the Contractor shall repair or replace standard roadway and sign lights within 72 hour of notification by the Director of Maintenance. If the Contractor fails to repair or replace lighting within 72 hours, or an extension granted by the Director of Maintenance, liquidated damages in the amount of \$100 per day per light will be assessed until the repair/replacement is completed.

- C. Notify Director of Maintenance of any major repairs required to make HMLP functional. Provide schedule for approval, when specialized equipment is required to effect repairs (i.e. high-reach crane, etc). Repairs shall be completed within 10 days after schedule is approved. Hydraulic lowering device is available to be loaned out from FDOT's South Orlando Maintenance yard for the HMLP's located at SR 528 at SR 520. Contractor is responsible for any damage to the equipment.

## 2.2 Diagnostic and Repair Work

- A. Perform the diagnostic work per pole location and sign location, load centers and circuits as identified by the system patrol and inspection.
- B. If the diagnosis reveals the problem to be a routine or minor maintenance item, as defined herein, make repairs at the same time as the diagnostic inspection. Should the diagnosis determine the problem to be major repair, as defined herein, report such to the Director of Maintenance. Submit a Diagnostic Work Report.
- C. Use licensed qualified personnel for appropriate work.

## 2.3 Routine/Minor Maintenance

- A. Perform routine/minor maintenance at the same time as diagnostic work on a luminaire assembly (including sign and high mast poles).
- B. Perform routine/minor maintenance functions and repairs at the same time Diagnostic Work is performed.
- C. Routine maintenance is defined as replacing, cleaning or repairing any or all other following items:
  - 1. Hardware such as hinges, latches, fasteners, locks, snaps, cover plates, inspection plates, pole caps, nuts, bolts, washers, ground wire for metal pull box covers, and other small components.
  - 2. Bird guards and reflectors.
  - 3. Gaskets and filters.
  - 4. Electrical shorts not requiring replacement of buried cable.
  - 5. Lamp and photocell sockets (waterproof).
  - 6. Tree trimming to allow servicing of lights.
  - 7. All pole or structure wiring (usually No. 10 wire) from the luminaire to the supply cable connection.

8. Signing Bracket Arm.
9. Leveling of under-deck light fixture or pole mast (bracket) arm.
10. Cleaning refractors (Glassware).
11. Pea rock in pull boxes.
12. Electrical putty on ends of conduit.
13. Lamps.
14. Ballast assembly.
15. Refractors (glassware).
16. Grounding wires and rods.
17. Fuses, Fuse Holders, High Mast Pole Breakers, Safety Switches, Surge Protectors, Sockets, and other such Electrical Components

- D. Whenever the above listed items have been vandalized, rusted or oxidized, are missing, frayed, defective, damaged or have stopped functioning for whatever cause, the repairing, cleaning or replacing of them shall be defined as routine maintenance except where the cause is from a vehicle strike or a natural cause such as lightning, wind or flooding where the scope of the repair or replacement becomes a major repair effort.
- E. Perform cleaning of refractors (glassware) at the same time as any routine maintenance function is performed.

#### 2.4 Reporting and Tagging

- A. Furnish detailed daily field work performance report forms to all crews. Crews shall fill out these daily field work performance reports on every location, giving a complete description of work performed, pole number, location by grid map or nearest count to a ramp or bridge, and a complete description of problem(s) to be corrected. Before leaving the location, the description of problem(s) to be corrected by another service crew shall be noted on a tag which shall be attached to the fixture that is in need of additional service. This shall be noted on the Daily Report and Tag Procedure.
- B. Submit Daily Report Forms, with a summary of all reports filled out in triplicate, to the Director of Maintenance at the end of each week. Upon verification of these reports, the Director of Maintenance shall sign and return two copies.
- C. Meet with the Director of Maintenance monthly to discuss any subjects pertinent to this work. Additional meetings may be called by CFX as needed.



## 2.5 Major Repair

- A. Work shall include the replacement or repairing of damaged or missing light poles, foundations, transformer bases, luminaires, mast arms, buried cable and conduit between poles and high mast lowering devices.
- B. Replace light poles damaged by traffic within five working days from date of notification or fourteen days from when new foundations are poured-in-place. Work under major repair includes the removal of the damaged parts and debris, wiring (rewiring), and all hardware, covers, caps, splices and appurtenances necessary to make a complete replacement installation. Maintain a sufficient number of replacement poles, arms, light fixtures and related materials to replace multiple damaged light poles. Minimum quantity of poles to be approved by CFX.
- C. Transport all damaged poles, mast arms, luminaires and parts thereof to a location designated by the Director of Maintenance (including the Contractor's yard) and shall remain the property of CFX.
- D. Install all replaced poles as originally constructed or by an alternate method proposed by the Contractor and with the approval of CFX.
- E. All major repair work shall be approved by the Director of Maintenance.
- F. Reuse of repaired or usable salvaged components, as verified by the Director of Maintenance, will be allowed.
- G. All components used shall be in accordance with the original record drawings and use only current approved components. Alternate components shall not be used unless requested in writing and approved by the Director of Maintenance. Equipment installed that is not previously approved or as installed per the record drawings shall be replaced with accepted components at no cost to CFX at the request of the Director of Maintenance.

## 2.6 Emergency Repairs

The Contractor shall be responsible at all times, including after normal work hours and weekends, for removal of knocked down poles or mast arms from a travelway, and the repair of the electrical system in such a manner as to prevent electrical shock to CFX personnel, the general public and Contractor's work force.

## 2.7 Locates

Contractor shall be responsible for locating and marking all roadway lighting in compliance with Sunshine 811; "Underground Facility Damage Prevention and Safety Act," Chapter 556, Florida Statutes. In order to promptly and accurately respond to excavation work on the system, the Contractor shall be a member of Sunshine One Call of Florida. Tickets shall be responded to within 48 hours of receipt per Chapter 556, F.S. Failure to respond to and accurately locate roadway lighting, will result in the assessment of liquidated damages in the amount of \$100/calendar day per occurrence. Contractor will be responsible for all damages occurring to roadway lighting due to failure to properly locate utilities.

## 3.0 Performance Standards

### 3.1 General

#### 3.1.1 Luminaire

- A. Replace luminaire if damaged or missing.
- B. Inspect luminaire for rust or oxidation and water intrusion.

#### 3.1.2 Lamps

- A. Check all lamps for looseness. If any are loose, remove and inspect the socket.
- B. Lamp shall be Sylvania, General Electric, Norelco or Westinghouse.
- C. If lamp or lamp socket shows any sign of improper operation, check to determine the cause and then correct deficiencies.
- D. Visually check all new lamps for defects prior to installation.
- E. Test lamps for proper functionality after all repairs.

#### 3.1.3 Glassware or Plastic

- A. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.

1. While glassware or plastic is removed for cleaning, brush bugs from that part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.
  2. With a hinged-door fixture, unfasten and hair brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb the wires while removing this debris.
- B. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.
- C. Glass refractors may be replaced with plastic where it is shown to be necessary because of vandalism.

#### 3.1.4 Reflectors

- A. Clean and/or polish the inner surface of reflectors with removable polish, use of water is not permitted.
- B. Replace reflector if the original reflective qualities cannot be adequately restored.
- C. Replace complete new fixture if reflector cannot be replaced separately.

#### 3.1.5 Gaskets and Filters

- A. Clean neoprene or silicon gaskets of foreign material and oxidation and aligned if necessary.
- B. Spray neoprene or silicon gaskets with a special treatment to prevent oxidation and sticking.
- C. Replace all felt or Dacron gaskets with Dacron Sutron gaskets of the proper thickness and width to form a perfect seal.
- D. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.
- E. Replace all non-functioning, stretched or cracked gaskets.

- F. Check filters and replace when worn or dirty as necessary.

#### 3.1.6 Bird Guards

- A. Replace missing bird guards.
- B. If bird guards are not available to fit the specifications of the present fixture, design and install new bird guards for that fixture.
- C. Keep bird guards in working condition at all times.

#### 3.1.7 Hinges and Latches

- A. Repair hinges and latches with parts that can be obtained or engineered and applied without removing the fixture.
- B. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

#### 3.1.8 Fasteners and Snaps

- A. Replace all fixtures which have fasteners or snaps that are obsolete.

#### 3.1.9 Leveling

- A. Correct all fixtures which are not properly level.
- B. Shim the pole base so the pole will be vertical.
- C. On adjustable mast arms, adjust the arm to bring the head to proper alignment.
- D. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

#### 3.1.10 Mast Arms

- A. Inspect mast arm for rust or oxidation.
- B. Drill 1/8" weep holes where evidence of water pockets are found in certain types of aluminum arms.
- C. If possible, adjust mast arm that is bent or incorrectly positioned.

Replace if unable to be repaired.

- D. If the mast arm is missing, install a new mast arm of the proper length and shape.

#### 3.1.11 Photo Cells

- A. Check all photocells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.
- B. Replace any photocell failing to turn on at proper time.
- C. If any photocell is located on a utility pole, obtain permission to climb the pole and check photo cell for continuity.
- D. Some service points may include electric service supplied by the power company which is photo-electrically controlled by the Power Company. Only photo-electric cells and the associated contacts which are owned by CFX are included in this work.

#### 3.1.12 Sockets

- A. Replace defective photocell sockets.
- B. Replace lamp sockets which are defective or damaged due to high heat or other causes.
- C. Replace defective socket holders.
- D. Correct improper connections.
- E. Replace lamp sockets in the same position to assure proper light distribution.

#### 3.1.13 Hand Hole Plates

- A. Check all hand hole plates and repair where needed.
- B. Replace all missing hand hole plates.

### 3.1.14 Wiring

Perform all wiring consistent with rules established by A.N.S.I. (American National Standards Institute) and all appropriate Electrical Codes.

#### A. Luminaires

1. Perform rewiring, as needed, on the luminaire head on the integral ballast using methods prescribed for wiring in high heat environments and using materials which will withstand high temperatures.
2. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install an approved replacement unit in its place.

#### B. Pole Risers

1. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.
2. When rewiring poles, use #10 THW wire consistent with established color codes.
3. Maintain lightning protection by connecting all metal components, i.e, luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole.
  - a. Wooden poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.
  - b. Metal poles may be used as the conductor in lieu of the ground wire.
  - c. The current carrying neutral wire is not connected to ground at each pole, but only at the distribution panel.

#### C. Grounding Wires

1. Run a #6 AWG bare copper bond wire (counterpoise) in the same trench as the PVC conduit buried 3" above this conduit.

This bond wire shall connect all ground rods and poles electrically to one another.

2. Connect poles mounted on bridges and structures to a #6 THW, green bond wire run with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 20-foot ground rod driven into the soil at each end of the structure.
3. The ground resistance of the connected counterpoise system shall not be greater than 10 ohms at any location: (Using a direct reading Groundohmer or Groundometer as the measuring device).
4. Any conduit shall contain an insulated bond wire as specified in No. 2 above.

D. Pole Bases

1. Use waterproof, pull-apart connectors at all frangible poles. The pole cable distribution shall be replaced with Duraline/MG2 or CFX-approved equal.
2. Properly install weatherproof, pull-apart "Y" fused connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut connectors are not permitted.

In-line, pull-apart, weatherproof, connectors are permitted when Duraline/MG2 is not installed per original contract provided connections are made with compression sleeves, split bolts or are soldered before being made waterproof.

3. Twist type weatherproof fuse holders approved for the application and UL listed may be used in lieu of pull-apart connectors at any location where the pole need not be frangible, i.e., behind guardrail, behind bridge rail, concrete poles, etc. (This may not replace existing Duraline/MG2 components)
4. Place fuse inserts in the "hot leg" of the pole riser. Place blank conductor inserts in the neutral leg of the pole riser. Fuse both legs where there is no neutral conductor.

5. Place a #6 AWG bare bond wire from the ground rod under the ground lug at the bottom of all metal poles.
6. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole.
7. Seal ends of conduit with electrical putty.

E. Circuit Current Carrying Conductors

1. Avoid damage to insulation where new conductors are to be pulled into existing duct.
  - a. Use lubrication.
  - b. Use pulling aids.
  - c. Where practical, remove the pole from the foundation so the wire is pulled through the hand hole.
  - d. Install wire of the same size and type as that removed.
2. Where new conduit and conductors are to be installed, pre-wired duct may be used if approved by the Director of Maintenance.
3. Install all new underground wiring in duct or conduit. Direct burial is not acceptable.
4. Lay conduit in trenches with vertical walls at a minimum depth of 30 inches with warning tape at a depth of 18 inches. Devices which plow conduit into the ground may not be used.

F. Distribution Boxes

Regardless of location, the distribution box, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and keyed to the CFX master locks. Furnish an extra padlock key to the Director of Maintenance.

G. Foundations

Straighten, repair, replace or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Director of Maintenance.



#### 3.1.15 Ballast

- A. Check ballast and replace any that are malfunctioning, defective or failed.
- B. Wire ballast as specified under WIRING.
- C. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

#### 3.1.16 Fuses

- A. Replace blown fuses with dual element, 600V 10 Amp, type FNQ.
- B. Fuses are located as a part of the pull-apart connectors either in the pole hand hole or in the transformer base. Lubricate the pull-apart connector whenever the fuse is checked.

#### 3.1.17 Grounding

- A. Each pole shall be grounded. If not grounded, drive an approved twenty foot grounding rod six inches below grade into the ground adjacent to the foundation of the pole. Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance of 25 ohms is not attained with a single rod, additional rods shall be driven until the 25 ohms is attained with rods connected parallel.
  - 1. Run a #6 stranded copper wire from the top of the grounding rod through the transformer base at a hole located there. (Bore a hole if there is none). Connection to the grounding rod shall be through approved exothermic welds.
  - 2. Wrap the copper wire around a bolt on the inside of the transformer base or pole base and connect with a UL approved ground lug.

#### 3.1.18 Transformer Base

- A. Replace missing transformer base doors.

- B. Re-tap broken bolts to hold the door securely in place to protect the inside of the base from the elements and unauthorized personnel. Use stainless steel bolts.
- C. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.
- D. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under WIRING.

#### 3.1.19 Poles

- A. Replace missing inspection plate or hand hole cover. If bolts are broken off, re-tap, thread and place in proper position using stainless steel bolts.
- B. If the pole is leaning, shim at the base to return it to proper position.
- C. Replace bent or deformed poles.
- D. If any portion of the riser wire going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new wire.
- E. Plug conduit coming out of the foundation with electrical putty.
- F. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

#### 3.1.20 Salvaged Materials and CFX Furnished Materials

Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall remain the property of CFX. Deliver these poles to a site within the county (including the Contractor's yard) as directed by the Director of Maintenance. The Contractor may be required to use salvaged, repaired or materials furnished by CFX.

#### 3.1.21 Sign Lights and Under Deck Lights

- A. Fixture: Keep all drain holes in fixture open and filtered.

B. Gaskets: Properly treat and seal gaskets each time the fixture is serviced.

C. Ballasts

1. Replace defective ballasts with CFX approved parts.

2. Ballasts mounted in a location that is difficult to service may be relocated on the structure for easier accessibility at no additional cost to CFX.

3.1.22 Ground work, conventional lighting, load distribution centers etc., shall have a fourteen (14) day burn in period after completion of the work. If burn in is not achieved, further work will be performed until burn in is achieved.

#### 3.1.23 Wiring

A. The size of wire to be used shall be determined by the Contractor in accordance with the NEC, and shall be at least the same size as the wire it replaces. All wire shall be THW copper wire unless approved in advance by the Director of Maintenance.

#### 3.1.24 Conduit

A. All underground conduit shall be 2" min. Schedule 40, PVC.

B. Above ground conduit shall be IMC or GMC, galvanized (ASTM A-135, A-513, A-568), sized appropriately by the Contractor according to the NEC.

C. Conduit trench surfaces shall be stabilized and restored by the Contractor to a maintenance free condition.

D. The Contractor shall be responsible for all underground locates.

END OF SECTION

**Attachment 6**  
**ATTENUATOR MAINTENANCE AND REPAIR**

**1.0**    Description

- 1.1    Furnish all labor, equipment, and tools necessary to complete the work as specified to include all attenuators at all mainline and ramp toll plazas. Use only experienced personnel to perform the required inspections and repairs.

**2.0**    Contractor Responsibilities

- 2.1    The manufacturers of CFX-approved vehicle attenuator devices have published written instructions that detail operational characteristics, maintenance check lists, impact repair procedures and a materials list for parts replacement. The Contractor shall obtain this information directly from the manufacturer.
- 2.2    Maintain an inventory of basic spare parts in stock at Contractor's facility. Replenish the stock as parts are used. Contractor shall have immediate access to repair parts for all CFX-approved attenuators.
  - 2.2.1    Maintain a complete inventory of all attenuators including units at mainline and ramp plazas by type, number of bays and location on S.R. 408, S.R. 417, S.R. 528 and S.R. 551.
- 2.3    Completely repair an attenuator at a site within five (5) calendar days after the earlier of a notification by the Director of Maintenance, FDOT semi-annual inspection report, or by accident report.
  - 2.3.1    Contractor shall make repairs to attenuators identified by semi-annual FDOT inspection reports within 5 days. Return completed and signed inspection report along with photographs of the completed repairs to FDOT with one (1) copy to the Director of Maintenance. Liquidated damages in the amount of \$100 per day per unit will be assessed for each day that the Contractor fails to complete the repairs as specified within the time allowed.
- 2.4    Submit two (2) copies of repair reports to the Director of Maintenance within two days after the repairs are completed. The report shall show the date, time and location of the repairs as well as a list of parts replaced and the name(s) of the Contractor's personnel performing the repairs.

- 2.5 Use salvaged parts in the repairs whenever possible. Parts that are not reusable as determined by the Director of Maintenance, are the property of the Contractor and shall be removed and disposed of properly.
- 2.6 If directed by the Director of Maintenance, furnish and install a Temporary Inertia Attenuator System (complete 5 module set) at a site where repairs to the permanent attenuator system are in progress. Install temporary inertia attenuators in accordance with the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Index Drawing No. 415 and 417 which is incorporated herein by reference and made a part of this contract as if fully set forth herein.
- 2.7 Comply with the requirements of the FDOT Design Standards Index Drawing Nos. 600 through 651 and the MUTCD.

END OF SECTION

**Attachment 7**  
**PAVEMENT MARKING AND SIGNING**

**1.0**      Description

- 1.1      Provide all labor, equipment, materials, and incidentals necessary to install, maintain, and repair pavement marking and signing including feeder roads, connector roads, and off-system roads in the area covered by the Contract.
- 1.2      Signing work will be defined as follows: 1 post signs (single post), 2 or more posts (multi-post) signs, and overhead signs. Work on overhead sign panels will include repair or replacement as directed by the Director of Maintenance. Work on overhead sign structures will be limited to minor repair work only, including welding of structures. This Contract does not include installation or replacement of overhead sign supports. All new single post, multi-post and overhead sign panels shall be installed using new hardware.
  - 1.2.1    Overhead sign repairs issued to the Contractor through FDOT-generated work orders shall be completed and returned to CFX within 180 calendar days of the issue date of the work order. Failure to complete the repair in the specified time will result in the assessment of liquidated damages in the amount of \$200 per day until the repair is made and accepted by the Director of Maintenance.
- 1.3      Pavement marking work shall include reflective pavement markers (RPMs), flexible delineators, striping and pavement messages.

**2.0**      Contractor Responsibilities

- 2.1      Complete emergency response sign work by the end of the next working day excluding Sundays and legal holidays upon notification by the Director of Maintenance. In general, emergency response work will include tightening, straightening and covering ground and overhead signs. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew.
- 2.2      Schedule single post and overhead sign work so as to be completed within 7 calendar days after notification. Complete multi-post sign work within 14 calendar days after notification. Completion of work shall not be affected by performance of emergency response work.

- 2.3 CFX will authorize a reasonable amount of procurement time, on a case by case basis, for manufacture of sign panels and supports by the Contractor. The time allowed will not exceed 45 calendar days or industry standard based on the item(s) being manufactured.
- 2.4 Complete pavement marking work that is classified as emergency response by the end of the next working day, excluding Sundays and legal holidays upon notification by the Director of Maintenance. Completion of pavement marking work shall not be affected by the performance of emergency response or routine work for signing work. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew
- 2.5 As part of the daily service patrol inspect the signing and pavement markings. Pavement markings include striping, reflective pavement markers (RPMs) and delineators (surface and roadside mounted).
  - 2.5.1 Signing issues to be addressed at time of service patrol are straighten all leaning or misaligned signs (including panel deflection angle) and post delineators, and perform minor repairs including replacing required nuts, bolts, washers and similar incidental items.
  - 2.5.2 Pavement marking issues to be addressed at time of service patrol are ripped, damaged or missing striping material, severe wear (i.e. wear beyond normal) and misaligned striping due to vehicular contact. Straighten leaning or misaligned delineators and replace missing delineators.
  - 2.5.3 Make a list of all signs and pavement markings that require repair or replacement. Provide a copy of the list to the Director of Maintenance. Repair/replace signing and pavement marking as approved by the Director of Maintenance.
  - 2.5.4 Be prepared to replace damaged RPMs and delineators on a weekly basis during the service patrol if quantity is less than 10 units or within 48 hours of receiving approval for larger quantities.
- 2.6 Locate all underground utilities or highway lighting prior to beginning work on new sign installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting. Contact Sunshine One Call of Florida 48 hours in advance for locates of utilities owned by others.

- 2.7 Equipment must be approved by the Director of Maintenance before being placed in service. Safety devices shall be properly maintained at all times the equipment is in use. If the Director of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Director of Maintenance.
- 2.8 Submit to CFX shop drawings from the panel manufacturer for approval prior to fabrication. Shop drawings are required for all new panels and overlays regardless of mounting type, i.e. single post, multi-post or overhead.

### 3.0

#### Design Criteria and Installation

- 3.1 The CFX Guidelines for Design and Preparation of Signing and Pavement Marking Plans (latest edition) and subsequent updates is made part of the Contract by reference as if fully set forth herein. Where CFX standards, as specified in the Guidelines, differ from either Federal or State signing and pavement marking standards, the CFX Guidelines shall take precedence. The portions of the FDOT Standard Specifications and the FDOT Design Standards cited below are made a part of this Contract.

- 3.2 FDOT Standard Specifications:

In case of discrepancies between these Maintenance Specifications and the Standard Specifications, these specifications will take precedence.

1. Section 700, Highway Signing
2. Section 705, Object Markers and Delineators
3. Section 706, Raised Retro-Reflective Pavement Markers and Bituminous Adhesive
4. Section 710, Painted Pavement Markings
5. Articles 711-2, through 711-6 of Section 711 regarding thermoplastic compound
6. Section 713, Permanent Tape Stripes and Markings
7. Articles 994-2 and 994-3 of Section 994, regarding Reflective Sheeting

- 3.3 Index Drawings:

Nos. 400, 410, 600 through 670, 700, 11200 through 11860, 13417, 17302, 17345 through 17349, 17352, 17355, 17357 and 17359.



- 3.4 Unless otherwise directed by the Director of Maintenance or specified herein, all salvaged material will remain the property of CFX to be delivered by the Contractor to a designated storage facility. Material that is classified as waste by CFX shall become the property of the Contractor to be disposed of properly at locations provided by the Contractor.
- 3.5 All tubing supports will require post anchor to prevent turning of the sign structure.
- 3.6 For all new sign regardless of mounting type (ground or overhead), stencil or apply a decal with the following information on the back of each panel: CFX/Maintenance; Fabricator's initials and date of fabrication (DOF); Sheeting manufacturer and name of sheeting; Date of installation (DOI). Stencil or apply decal in the lower left corner of the panel. Stencil or decal using black paint when back of panel is not painted black. If back of panel is painted black, stencil or decal using white paint. Stencil or decal in large enough letters to be clearly legible. A sample of the decal shall be submitted by the Contractor to the Director of Maintenance for approval at least 30 days prior to the notice to proceed for the work.
- 3.7 For full or partial overlays, regardless of mounting type (ground or overhead), stencil or apply decal meeting all requirements contained herein. Leave the existing decal visible.
- 3.8 For roadside sign relocation, abandoned sign footers must be removed to twelve (12) inches below existing ground elevation.
- 3.9 All new single post, multi-post and overhead sign panels shall be a minimum of 0.125 inches thick aluminum. All overlays shall be a minimum of 0.08 inches thick aluminum. Extruded panels are not allowed. No more than one horizontal splice shall be allowed in large panel fabrication. The horizontal splice shall be at the centerline of an interior wind beam and shall be located between lines of copy on the panel face.
- 3.10 For new single post and multi-post assemblies or panel replacements, use 3M™ Company Very High Bond (VHB) Acrylic Foam Tape number 4950 in combination with mechanical fasteners to attach panels to wind beams, brackets and splice plates. Install VHB tape meeting all 3M™ requirements and in conformance with the requirements herein. Do not reuse VHB tape once installed. Submit VHB calculations with panel shop drawings.

- 3.11 Use countersunk screws for the mechanical fasteners when installing new single post, multi-post and overhead sign panels. Apply a patch matching the sheeting color and material over each countersunk screw. Patch shall be of sufficient diameter to secure patch to sign face. Orient the patch in the same direction as the sign face material.
- 3.12 For new signs and full or partial overlays, regardless of mounting type, use 3M<sup>TM</sup> Company Diamond Grade Cubed<sup>TM</sup> (DG3) Reflective Sheeting. Use 3M<sup>TM</sup> Company Diamond Grade Cubed<sup>TM</sup> (DG3) Fluorescent Yellow Reflective Sheeting when installing new panels or overlays for the following warning signs: Lane Drop (W4-2), Lane Ends (W9-1, W9-2), Reduce Speed Ahead (W3-5), curves and pedestrian crossing. Use 3M<sup>TM</sup> Company Diamond Grade Cubed<sup>TM</sup> (DG3) Fluorescent Yellow-Green Reflective Sheeting when installing new panels or overlays for school crossing warning sign. 3M Company EC Film 1170NP (clear) shall be applied to all finished panels or overlays for the CFX Logo, the E-Pass Logo and the CFX toll shield either free standing or within a guide sign or mile post marker.
- 3.13 For full sign overlays, overlap of the existing panel is limited to between one (1) and three (3) inches. If new overlay matches the size of the existing sign, trim the corners of the existing sign if necessary such that the existing corners are not visible when overlay installation is complete. Hex head bolts on the sign surface shall be replaced using countersunk screws. Remove all existing overlays prior to installing the new overlay.
- 3.14 For partial overlays, remove any existing overlay in the same location. Install pop rivets at a minimum of 6" centers on the border of the overlay and 12" centers across the face of the panel(s). Paint pop rivets to match color of sign sheeting at pop rivet locations.
- 3.15 For multi-post sign supports, aluminum and steel, furnish and install sign supports as specified including any breakaway devices necessary. Determine the number, length, and size of sign supports based on the latest FDOT Multi-post Sign computer program which the Contractor can download from the FDOT's internet site or, if necessary, will be provided on disk upon request. Submit the results of the computer run to the Director of Maintenance prior to the fabrication of the support(s). Supports shall meet the requirements of Index Drawing No. 11200 as amended below. Round multi-post sign supports may be used at the Contractor's option. However, if these supports are used, submit to the Director of Maintenance for approval design drawings that have been signed and sealed by a Professional Engineer registered in the State of Florida.

- 3.16 For single post sign supports and foundations, furnish and install sign supports and breakaway devices meeting criteria in FDOT Design Standard 11860.
- 3.17 For attenuators, furnish and install nine button Object Markers (OM1-1) as found in the FHWA Standard Highway Sign manual.
- 3.18 For delineators, roadside and surface mounted delineators that are removed will become the property of the Contractor to be disposed of properly.
- 3.19 For roadside flexible delineators, use Safe-Hit Corporation, type 2 Guide Posts (48" with flattened top).
- 3.20 For surface mounted delineators, use single unit Flexstake 48" Low Profile Surface Mount Delineators. Adhere the entire delineator base to the roadway surface.
- 3.21 For reflective markers:
- Furnish and install 3M™ Company Series 290 Reflective Pavement Markers on the roadway surface. New pavement markers may be offset 1" from the pavement marking line if directed by the Director of Maintenance, to improve adhesion to old pavement.
  - Furnish and install guardrail reflective markers in kind or per the latest FDOT Design Standard (Index 400) as directed by the Director of Maintenance.
  - Furnish and install barrier wall reflective markers in kind or per the latest FDOT Design Standard (Index 410) as directed by the Director of Maintenance.

Old pavement markers will become the property of the Contractor to be disposed of properly at locations provided by the Contractor. Roadside disposal does not constitute proper disposal.

- 3.22 For pavement markings, use thermoplastic for stop bars, crosswalks, edge lines along loop ramps, ramp and main line toll plazas and standard pavement messages and directional arrows. Use 3M™ Company Stamark™ High Performance Tape Series 380IES for all other striping on the mainline and ramps unless CFX standards are revised. Furnish and install one stripe of the specified width, i.e. do not abut multiple stripes in order to meet the specified width (example: three 6

inch stripes to make one 18 inch stripe). Replace any damaged or missing High Performance Tape at ramp and main line toll facilities with thermoplastic.

- 3.23 For all traffic striping and pavement markings, furnish and install in accordance with manufacturers specifications traffic striping and marking as specified in herein, including cleaning and protection of surfaces, and curing and protection of all items as required. Removal of pavement marking shall be by a method which does not significantly damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Repair any damage to the pavement which results from the marking removal operation.
- 3.24 All ground mount signs, except where noted in the plans, shall utilize 3M VHB (Very High Bond) Acrylic Foam Tape Number 4950, or CFX-approved equal in combination with mechanical fasteners (countersunk screws) to fasten the sign panel to wind beams/ brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1") from the edge of each vertical splice at each wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Index Nos. 11200 and 11860) to the panel. See attached Typical Three Panel Sign sketch. Other mechanical fasteners per Index Nos. 11200 and 11860 shall remain.

A. The following procedure shall be used to determine the minimum amount of tape necessary for each sign for the attachment of the panel to the wind beams (z-bars):

1. Sign Surface Area: Multiply the dimensions of the sign face, in feet, to determine the sign's surface area.

$$\text{length} \text{ ft.} \times \text{width} \text{ ft.} = \frac{\text{ } (a) \text{ } }{\text{ } } \text{ ft}^2 \text{ of sign surface area.}$$

2. Sign Weight: Multiply the surface area (a) by the appropriate weight per square foot (from Table below) for the particular thickness of aluminum being used to determine the static load of the sign face.

Thickness (in.)	Weight (lb/ft <sup>2</sup> )	
.080	1.15	
.100	1.44	From Table 7.4 of the
.125	1.80	ASTM Chart for sheet
		and plate weights

$$\frac{\text{ft}^2}{\text{(a) from Table}} \times \frac{\text{lb/ft}^2}{\text{(b)}} = \text{lbs. of static load.}$$

3. Square Inches of Tape: Multiply pounds of load (b) by 4 in<sup>2</sup> of tape per pound to determine amount of tape required to support the load.

$$\frac{\text{lbs.}}{\text{(b)}} \times 4 \text{ in}^2 / \text{lb.} = \frac{\text{in}^2 \text{ of tape.}}{\text{(c)}}$$

4. Lineal Feet of Tape: To convert the required square inches of tape into lineal feet of 1-inch wide tape to be applied to stiffeners, divide the required square inches (c) by 12 in./lineal foot.

$$\frac{\text{in}^2}{\text{(c)}} \div 12 \text{ in./ft.} = \frac{\text{lineal foot of 1-inch wide tape required to support the weight of the sign face}}{\text{(d)}}$$

5. Area of Tape Per Z-Bar: Divide the lineal feet of 1-inch tape (d) by the number of z-bars.

Additional, or larger, z-bars in excess of the standard number or size per Index 11200, may be required to achieve the square area of tape required per the above calculations. Payment shall be included in the unit price for the sign as bid.

The above calculations identify the minimum tape required. However, the entire length of all z-bars in all signs shall be covered with tape.

More tape may be necessary to fully cover all the stiffeners used to prevent wind deflection for a particular sign design. The Contractor shall submit calculations to the Director of Maintenance for review by the manufacturer.

- B. For connection of sign panel pieces at butt joints, the following procedure shall be used to determine the amount of VHB tape necessary. Backing strips 22 inches to 3 inches wide shall be used along the length of all sign panel butt joints. A 1 inch strip of VHB tape shall be placed along each edge of the backing strip (i.e., two 1 inch strips along the length). The center of the backing strip shall be placed at the center of the butt joint.

C. Installation Procedures

Required Surface Preparation for All Applications

1. Application Temperature: The tape application temperature range shall be 70 degrees Fahrenheit to 100 degrees Fahrenheit.
2. Cleaning: All surfaces to be bonded shall be cleaned with a solvent such as a 50:50 mixture of isopropyl alcohol (rubbing alcohol) and water, then wipe the surface with a clean, dry cloth to remove solvent. Oil based solvents that inhibit adhesion, such as turpentine, shall not be used. Contractor shall follow solvent manufacturer's directions and precautions for handling solvent.
3. Abrading: Metal surfaces shall be lightly abraded with isopropyl alcohol saturated abrasive pad prior to applying tape. Metal with corrosion or other surface debris on any reclaimed metal shall be abraded before taping. Surface shall be re-cleaned with solvent after abrading. Conversion coated aluminum that is free of surface debris will not require abrading.
4. Rub Down Pressure: Firm application pressure shall be applied to ensure bond strength through adequate adhesive-to-surface contact.
5. Dwell Time: After proper application, the bond strength should increase as the adhesive flows onto the surface. At room temperature, approximately 50% of the ultimate

strength should be achieved after 20 minutes, 90% after 24 hours, and 100% after 72 hours. In some cases, bond strength can be increased and ultimate bond strength can be achieved more quickly by exposing the bond to elevated temperatures e.g., 150 degrees Fahrenheit for 1 hour.

#### Assembly Steps for Bonding Stiffeners

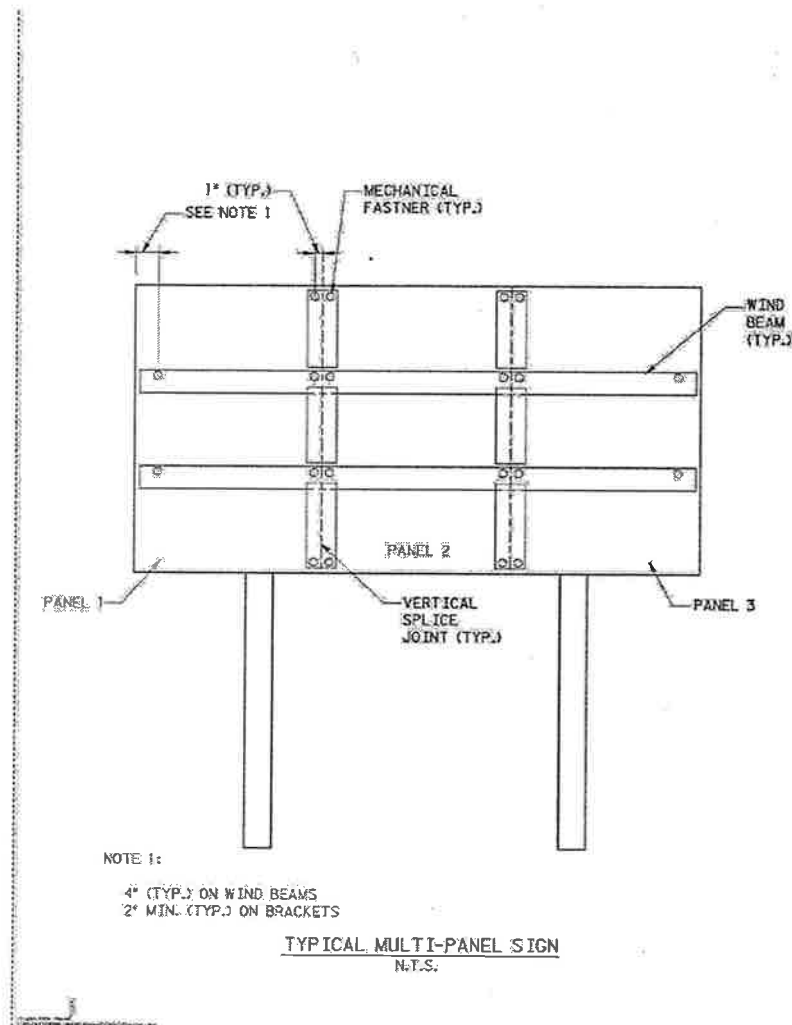
1. Determine the amount of tape to be used from the procedures detailed above.
2. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water. Metal surfaces shall be lightly abraded to improve initial bond strength. Re-cleaning shall be performed after abrading (see Required Surface Preparation for All Applications).
3. VHB tape shall be applied to a clean, dry, well unified surface of the stiffener with a hand held roller or tape applicator.
4. Laminated panels shall be aligned in the desired position and the stiffeners placed in the proper location for bonding to the panel.
5. The sign surface where the stiffener is to be bonded shall be clean and dry.
6. The stiffener shall be aligned in position and the release liner shall be removed. The stiffener shall be pressed in place on the panel and a hand held roller used to aid in laminating the stiffeners to the panel. A flat firm surface shall be used to support the sign panels while pressure is being applied. Repeat steps 2-6 until all the stiffeners are bonded to the panels.

#### Bonding Backing Strips on Multi-Panel Signs

1. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water (see Required Surface Preparation for All Applications).
2. A strip of VHB tape shall be applied along both longitudinal edges of the backing strip.

3. The backing strip shall be aligned on the panel seam so that both edges of the two panels are covered with tape.
4. The release liner shall be removed and the backing strip applied to panel seams. A hand roller shall be used to aid in laminating the batten strip to the panels.

Technical assistance and pricing information for this product may be obtained from 3M Industrial Tape and Specialties at 800-362-3550.



END OF SECTION



## **Attachment 8**

### **TRAFFIC CONTROL DEVICES**

#### **1.0     Description**

- 1.1     Contractor shall furnish, install and maintain traffic control devices for both routine and emergency situations.
- 1.2     CFX will provide a list of names and titles of individuals (along with certifications) who are authorized to direct the Contractor to provide traffic devices. Do not provide any devices unless specifically directed to do so by an authorized individual.

#### **2.0     Contractor Responsibilities**

- 2.1     Use experienced personnel with the ability to interpret traffic engineering standards and applications, and to make judgments in the field as situations warrant. Personnel shall be certified in accordance with FDOT procedure 750-030-006(e), which is hereby incorporated by reference and made a part of this Contract as if fully set forth herein. Submit a list of individuals and their certifications to the Director of Maintenance within 10 days after the Notice to Proceed.
- 2.2     Provide a Worksite Traffic Supervisor with all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations.  
Ensure that the Worksite Traffic Supervisor performs the following duties:
  - 1. Performs on site direction of all traffic control in a work zone.
  - 2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
  - 3. Is on site during all nighttime operations to ensure proper Maintenance of Traffic.
  - 4. Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 1 hour.
  - 5. Is available on a 24-hour per day basis and present within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
  - 6. On Maintenance of Traffic lasting more than 24 hours conduct daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

## 2.3 Emergency Installations

Devices used in emergency situations are classified as either non-traffic control or traffic control.

2.3.1 Non-traffic control devices include Type I and Type II barricades with steady burn or flashing lights and sandbags for weight. These devices shall be used to delineate or identify a hazard along the roadside, median, and shoulder up to within 2 feet of a travel lane. These devices shall also be used within toll plazas.

2.3.2 Traffic control devices shall be used to control or guide traffic under the following general conditions:

- a. Type I - Single lane closure
- b. Type II - Two lane closure
- c. Type III - Full roadway closure and/or detour route signing
- d. Type IV - Ramp closure
- e. Type V - Lane closure at toll plazas

2.3.3 The approximate number, types, and placement of traffic control devices required for each closure configuration shall be in accordance with the MUTCD and FDOT Design Standards Index Nos. 600 through 650 as each may be applicable to field situations. These standards establish the minimum requirements. Additional warning devices, barricades, or other safety devices may be required as directed by the Director of Maintenance where unusual, complex or particularly hazardous conditions exist. Minimum transition taper lengths on the mainline for lane closures shall be 800 feet for purposes of this contract.

2.3.4 Cones which shall be a Type I device can be used during daylight hours only, where their use does not exceed eight hours in any one day.

## 2.4 Maintenance of Devices

2.4.1 Perform daily inspection of all traffic control devices installed and replace all equipment and devices not conforming to standards.

2.4.2 Keep traffic control devices, warning devices and barriers in the correct position and clearly visible and clean at all times. Check batteries in barricades equipped with flashers and replace if necessary to ensure proper operation. Immediately repair, replace or clean damaged, defaced, or dirty devices or barriers as directed by the Director of Maintenance.

2.4.3 Reverse Lane Implementation Barrier

CFX maintains a movable median barrier located on SR 528 just west of SR 520 to expedite the movement of large numbers of evacuees in the event of a worst case multi-regional disaster. Contractor shall inspect and operate the barrier to confirm it is operational and performs as intended. Inspect the barrier 3 time per year in April, August and December and prepare a report for the Director of Maintenance certifying the barrier is operational, what preventative maintenance was performed and what repairs were made, if any.

2.5 Non-Emergency Installation at Interchanges

Furnish, install, and maintain Type II barricades with steady burn or flashing lights and sandbags for weight.

2.6 Variable Message Sign (VMS)

Furnish, operate and maintain portable Variable Message Signs (VMSs) (furnish fuel, oil and batteries) as directed by the Director of Maintenance.

END OF SECTION

**Attachment 9**  
**CABLE BARRIER SYSTEM REPAIR**

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of cable barrier, posts, cables, anchorages and miscellaneous hardware.

2.0 Contractor Responsibilities

- 2.1 Repair or replace damaged cable barrier and accessories using materials of a brand and quality equal to or better than the ones being replaced and shall be compatible with the existing equipment.
- 2.2 Accomplish all installations in accordance with the manufacturer's requirements.
- 2.3 Parts provided by the Contractor shall be new. Rebuilt and or repaired parts will not be acceptable.
- 2.4 Remove and dispose of all debris from the right-of-way at the completion of the work.
- 2.5 Repair response time shall be a maximum of two (2) hours from time of notification. Reduction in compensation shall be assessed per the Scope of Services for emergency response.
- 2.6 Damaged cable barrier is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Design Standards.
- 2.7 Permanent repairs to damaged cable barrier shall be completed no later than the next day, unless, due to the severity of damage, the Director of Maintenance determines a longer time frame is necessary. Failure to repair the damaged cable barrier within the time specified shall result in a penalty of \$100 per day until the damaged cable is repaired/replaced and accepted by the Director of Maintenance.
- 2.8 The Contractor shall maintain a sufficient inventory of spare parts for emergency repairs of the cable barrier system at no additional cost to CFX. Spare parts shall be immediately available so that repairs/replacements can be completed within the specified time frame.

END OF SECTION

**Attachment 10**  
**FERTILIZER APPLICATION**

**1.0**    Description

- 1.1    Furnish and apply a “combination” fertilizer to provide required nutrients to establish and maintain grass and vegetation and to provide a pre-emergence herbicide to control the germination of noxious weeds. Apply fertilizer in accordance with the Contractor’s approved Work Plan. It is anticipated that applications will occur within the Contract limits once a year (April – May). Completion date for application will be May 30th.
- 1.2    Prior to the application of any fertilizer, the Contractor shall have a soil analysis of the turf performed conducted by a licensed soils laboratory, to determine what amendments to the soil are needed. Sampling shall be performed using established procedures of the industry and at a frequency of at least one (1) sample per centerline mile of the roadway. Samples taken shall be combined together as a representative sample of the roadway soil conditions and analyzed to determine the need for fertilizer application.
- 1.3    A report of the findings shall be provided to the Director of Maintenance within 30 days with recommendations as to the application of any fertilizer (if any) to the turf areas.
- 1.4    If it is determined that a fertilizer cycle is needed, the Director of Maintenance shall direct the Contractor to proceed with the application of the recommended fertilizer. An annual Work Order Allowance in the contract will be used to compensate the Contractor for this work.

**2.0**    Contractor’s Responsibilities

- 2.1    Use equipment specifically designed for commercial application of fertilizer. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work.
- 2.2    Properly use and dispose of all chemicals and fertilizers in strict accordance with applicable local, state, and federal environmental regulations and shall indemnify CFX for any liabilities arising out of the Contractor’s handling, use of, and disposal of said chemicals and fertilizers.

## 2.3 Fertilizer Requirements

Commercial fertilizer shall comply with all applicable State of Florida fertilizer laws and regulations.

2.3.1 The numerical indication of fertilizer indicates the minimum percentages respectively of (1) total nitrogen, (2) available phosphoric acid, and (3) water soluble potash, contained in the fertilizer.

2.3.2 The chemical designation of this fertilizer shall be 15-0-15 distributed uniformly at 290 pounds per acre unless otherwise directed by the Director of Maintenance.

2.3.3 The fertilizer shall contain 15% total nitrogen with 50% of its nitrogen in the water insoluble form and shall be derived from a fertilizer grade of:

A. Ureaform containing 38% nitrogen and having an activity index of 40% as determined by the appropriate A.O.A.C. procedure; or

B. Isobutylidene Diurea containing 31% nitrogen with a particle size of 0.7 – 2.0 millimeters (coarse grade); or

C. Sulfur Coated Urea containing a minimum of 35% nitrogen

2.3.4 The remaining 50% of nitrogen shall be water soluble derived from:

A. 5.25% Ammoniacal nitrogen

B. 0.25% Nitrate nitrogen

C. 2.0% Urea nitrogen

2.3.5 The fertilizer shall also contain a pre-emergence herbicide in a combined form at an approved rate. A proposed label shall be submitted to the Director of Maintenance for approval prior to production of the fertilizer.

2.3.6 If the fertilizer is delivered in bulk, provide documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide individual bag tags to verify weight and content.

## 2.4 Limits of Fertilizer Application

- 2.4.1 Fertilizer to be applied to all turf areas within the project limits at the rate stated in Section 2.3.2. On steep slopes and where machine spreading is not practical, perform spreading by hand operated mechanical spreaders.

END OF SECTION

**Attachment 11**  
**CHEMICAL CONTROL OF WEEDS AND GRASS**

1.0 Description

- 1.1 Provide all labor, materials and equipment necessary to apply chemicals to roadside turf and vegetation located in areas maintained under this contract to treat undesirable weed and brush growth. These areas include all grassed roadsides and slopes, around roadside obstructions, in surface joints, on paved surfaces, along fence lines, along shoulders, edge of pavement, curb and gutter, around guardrails where no landscaping exists, barrier walls, signs, culvert ends, bridge abutments, and narrow or wide medians, on and around MSE walls and any and all concrete structures. CFX expects the Contractor to maintain these areas with as many herbicide applications as necessary to provide a virtually weed free condition.
- 1.2 Perform aquatic vegetation control along outfall ditches, roadside ditches, around drainage structures and side drains. Pre-emergence herbicide applications to turf areas shall be performed as described in Attachment 10 - Fertilizer Application.
- 1.3 Chemicals shall not be applied to any areas that are located within or directly adjacent to a landscape planting bed. Landscape areas are maintained under separate contract and are not the responsibility of the Contractor.
- 1.4 The Contractor shall provide a fulltime employee to directly supervise all chemical applications who possesses the Florida Department of Agriculture's Commercial Pesticide Applicators License for use of restricted pesticides in accordance with the Federal Environmental Pesticide Control Act of 1972 (PL 92-516, FIFRA) with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Copies of the required license shall be submitted to the Director of Maintenance before the first application is performed.
- 1.5 The Contractor shall notify the Director of Maintenance at least 48 hours in advance of the date, time and location where the herbicide application will begin. The Contractor and its subcontractor shall meet with the Director of Maintenance at the designated site. The Contractor shall produce the certification of the applicator as required in 1.4 above as well as a copy of the Director of Maintenance's approval of the herbicide being used. No herbicide shall be applied until this process is completed.



## 2.0 Contractor Responsibilities

### 2.1 Materials

All chemicals shall be commercial quality complying with the herbicide laws of the State of Florida. Prior to the first use of any product on the CFX system, the Contractor shall submit to the Director of Maintenance for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates and application equipment for all chemicals intended for use. All chemical applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. When chemicals are used around guardrail, curbs and miscellaneous obstructions, use a tracker dye to highlight the area(s) sprayed. Tracker dye shall not be used when applying chemicals on painted barrier walls, sound walls, MSE walls or any other painted surfaces.

### 2.2 Equipment

All chemical applicator personnel shall also have all of the equipment required to correctly mix and apply all chemicals intended for use (measurement devices, personal safety equipment, and application devices). Use equipment specifically designed for commercial application of chemicals. 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 Director of Maintenance.

Roadside and slope mowing areas shall receive four (4) approved selective wide spectrum broadleaf herbicide applications per year as per the Annual Mowing Schedule unless directed otherwise by the Director of Maintenance.

Selective herbicide applications to roadside areas that are mowed using high production style mowing equipment shall use a computerized control system to dispense chemical inside the mower deck or an enclosed chamber simultaneous to the mowing operation. Apply chemicals directly to the cut of the surface tissue of the plant at the moment of cut. Equip each deck with an independent control to provide simultaneous or singular use of each particular deck. Use a computer that will automatically signal the operator with an audible alarm and a visible diagnostic error message should the vehicle ground speed and selected application rate exceed the pump output capacity or become too slow for uniform application of materials. The computer system console must display the accumulated area treated, the accumulated distance traveled, the speed, and the rate of application. The computerized control system must provide daily computer generated documentation of the total area treated and the total quantity of chemical applied. The daily computer generated

documentation shall be submitted with the Herbicide Application Log submittal noted in Section 2.4 below.

Roadside and slope areas that are mowed with other than high production style mowing equipment shall receive selective herbicide applications using equipment/methods approved by the Director of Maintenance prior to the beginning of work.

### 2.3 Method of Application

2.3.1 Use the FDOT publication called *A Guide for Roadside Vegetation Management, 2012 Edition*, which is hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as the standard reference in determining desirable treatments.

2.3.2 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify CFX for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.

2.3.3 All chemical applications performed in areas other than grassed roadsides and slopes, as noted in Section 1.1 above, shall be performed in a "spot treatment" method. Any other method of chemical application must be approved by the Director of Maintenance prior to the beginning of work.

2.3.4 Contractor shall replace desirable trees, shrubs, or other plants, at no cost to CFX that are injured or lost due to the Contractor's negligence in the application of chemicals.

2.4 The Contractor shall complete a daily FDOT Herbicide Application Log for each location where chemical applications are being performed. The forms must be thoroughly and accurately filled out prior to submittal. The Contractor shall submit completed forms to the Director of Maintenance on a weekly basis. These forms shall be forwarded via email to the Director of Maintenance by the following Monday for the previous week's applications.

2.5 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections; areas that are determined to be unacceptable shall be treated again at no additional cost to CFX.

END OF SECTION

**Attachment 12**  
**GRAFFITI AND STAIN REMOVAL**

**1.0**    Description

- 1.1    Provide all labor, materials, equipment and incidentals necessary to perform pressure cleaning and/or painting of bridges, including beams and columns, concrete barrier walls, concrete slopes, and reinforced/ retained earth wall faces and other structures to remove graffiti and other unsightly stains and markings.

**2.0**    Contractor Responsibilities

- 2.1    Protect vegetation, structures and equipment, and the general public during the time the work is underway.
- 2.2    Clean surfaces using equipment appropriate for removal of the graffiti or other unsightly stains and markings to include entertainer/campaign posters. Equipment shall not damage the surface being cleaned. Mechanical (e.g. scrub brushes), steam cleaning, pressure washing or other means may be necessary. All surfactants or other cleaners must be approved by the coatings manufacturer and reviewed by the Director of Maintenance prior to use. Do not use hydrocarbon solvents.
  - 2.2.1    Provide the Director of Maintenance with a schedule for annual pressure washing of all bridges, cladding enclosures, MSE walls and sidewalks under CFX bridges. Cleaning shall include the removal of dirt, soot, bird droppings, mold and any other matter that detracts from the appearance of the structure. Schedule cleaning to minimize impact on pedestrian traffic.
- 2.3    Complete emergency maintenance response for graffiti and stain removal work, including application of the permanent coating(s) by the end of the next day (including Saturdays, Sundays and legal holidays) after notification. Graffiti determined to be profane or offensive by the Director of Maintenance shall be removed and, at a minimum, a temporary coating applied within two (2) hours of notification. Permanent coatings shall be completed within 48 hours of completion of the temporary work. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew. Penalties defined in the Scope of Services for emergency response shall be applicable. Completion of routine work shall not be affected by the need to perform emergency work.
- 2.4    Apply the following finishes where applicable:
  - 2.4.1    Concrete surfaces shall receive a Class 5 finish in accordance with Section 400 of the FDOT Standard Specifications. Apply anti-graffiti coating to Class 5 finish. Cleaning, surface preparation, application rates shall be in

accordance with manufacturers recommendations. All products must be listed on the FDOT Qualified Products List.

- 2.4.2 Structural steel surfaces shall receive maintenance painting in accordance with Maintenance Specifications Attachment 20, Section 560, Coating Structural Steel.

- 2.4.3 Painted concrete surfaces

Ambient Conditions: Do not apply paint unless the surface temperature is 5°F above the dew point and the relative humidity is below 85%. No paint shall be applied when the ambient air or surface temperature is less than 50°F or above 95°F, unless authorized in writing by the Director of Maintenance.

Do not apply any paint that contains more than 100 ppm lead.

Remove any paint that curls or lifts after application and repaint the areas as per specification.

The color and scheme of the finish coat(s) shall match existing. The color of the primer (textured) coat shall contrast with color of the finish coat. Apply two layers of pigmented anti-graffiti coating (TEXT COTE-TY-COTE) or approved equal. Coating thickness and cure time shall be per manufacturer's recommendations.

Coating Materials: Concrete coatings materials may be obtained from Textured Coatings of America, Inc. or Sherwin Williams.

Dark Brown – Color 33446, Batch 40304-103

Light Brown – Color 33690, Batch 40304-102

Dark Green – Color 34227, Batch 4034-101

Light Gray – Color 36622, Batch N/A

- 2.5 Collect all debris resulting from the cleaning process and remove from the CFX right-of-way at the end of each workday.
- 2.6 Painted areas shall be comprised of complete panels or sections. Spot painting will not be accepted. Completed areas of work shall be free from graffiti and stains after cleaning as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean and or paint again areas that are determined to be unacceptable at no additional cost to CFX.

END OF SECTION

**Attachment 13**  
**ASPHALT-IN-PLACE REPAIR**

**1.0 Description**

- 1.1 Provide all labor, materials, equipment, and incidentals necessary to perform the work as specified herein. Repair asphalt that may be damaged by vehicle accidents, spills, fire or other conditions as determined by the Director of Maintenance. Contractor or subcontractor shall be prequalified by the Florida Department of Transportation (FDOT) to perform milling and asphalt paving operations.
- 1.2 Premature friction course failures caused by original construction or material deficiencies will not be the responsibility of the Contractor. At locations where settlement of the pavement (such as at bridge approach slabs), pot holes, depressions/settlement or raveling occurs, the Contractor shall make repairs as directed by the Director of Maintenance.

**2.0 Contractor Responsibilities**

**2.1 Milling**

**2.1.1 Method of Operation**

Remove existing pavement to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified by the Director of Maintenance.

Establish the longitudinal profile of the milled surface by a skid sensor on the side of the cut nearest the centerline of the road. Establish the cross slope of the milled surface by a second skid sensor near the outside edge of the cut or by an automatic cross slope control mechanism.

Multiple cuts may be made to achieve the required pavement configuration or depth of cut.

Operate the milling machine to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

Place temporary pavement markings to match existing lane lines.

### 2.1.2 Equipment

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified herein. The machine shall be equipped with automatic grade controls which operate by sensing from one or more skids moving along the pavement surface.

If the machine is equipped with preheating devices, special attention is directed to the fact that local environmental and other regulations governing the operation of this type equipment may vary considerably at each location. Comply with all local regulations, as well as State and Federal rules, and obtain all necessary permits.

### 2.1.3 Milled Surface

The milled surface shall have a reasonably uniform texture which will provide good bonding, shall be within 1/4 inch of the true profile grade, and shall have no deviations in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above states tolerate may be accepted without correction if the Director of Maintenance determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile as determined by the Director of Maintenance.

The Director of Maintenance may require re-milling of any area which a surface lamination causes a non-uniform texture to occur.

## 2.2 Overlaying and Patching

### 2.2.1 Method of Operation

Place asphalt pavement as specified herein, at the direction of the Director of Maintenance. The work procedure shall be in accordance with accepted methods and materials to achieve a high quality asphalt overlay or patch.

The following is a basic and minimum procedure to be used to accomplish specific work.

- a. Establish traffic control
- b. Remove surface material within the marked boundaries leaving sides vertical and a reasonably square or rectangular hole.

- c. Inspect base for dryness and for adequate support. If base replacement is required, notify the Director of Maintenance.
- d. Apply light tack coat.
- e. Place mix and compact in lifts of two inches (2") maximum.

All patches shall be reasonably square or rectangular and shall not present a bump or depression and shall provide a smooth ride and transition.

Contractor shall have a twelve (12) foot minimum straight edge on the job site and may be required to test for results deemed unsatisfactory by the Director of Maintenance.

## 2.3 Materials

Use only materials conforming to the requirements of the specifications and approved by the Director of Maintenance. Unless otherwise specified, obtain asphaltic concrete mixes from a plant that is certified by the FDOT. Asphaltic concrete mixes shall use the current FDOT approval design mix for the materials specified herein. Submit a copy of the design mix to be used to the Director of Maintenance for approval prior to using the material on the project.

Unless otherwise specified, construct asphalt pavement with the following limitations:

- (i) Surface course material shall generally be compatible with existing pavement in the vicinity of the work.
- (ii) The use of reclaimed asphalt shall meet the requirement of Section 334 of the FDOT Standard Specifications.
- (iii) Layer thickness for asphaltic concrete structural courses shall comply with Index 514 of the FDOT Design standards.
- (iv) Friction course material shall not be used for base, leveling or as a structural course.

Random testing of materials may be performed by the Director of Maintenance at any time during their preparation and used to verify compliance with Section 330 of the FDOT Standard Specifications.

- 2.4 Perform work in accordance with the following specified sections of the FDOT's Standard Specifications. References in the incorporated sections to the Engineer shall be taken to mean the Director of Maintenance. In case of conflicts between the Standard Specifications and these specifications, these specifications will take precedence.

The following Standard Specifications sections apply:

Section 101 Mobilization  
Section 320 Hot Bituminous Mixtures Plant, Methods and Equipment  
Section 327 Milling of Existing Asphalt Pavement  
Section 330 Hot Bituminous Mixtures - General Construction Requirements  
Section 334 Superpave Asphalt Concrete  
Section 337 Asphalt Concrete Friction Course  
Section 339 Miscellaneous Asphalt Pavement

In Section 327, Milling of Existing Asphalt Pavement, references to opening of milled areas to traffic are hereby deleted. All milled areas must be resurfaced prior to opening to traffic. Any exception must have the specific approval of the Director of Maintenance.

Maintenance of traffic shall be in accordance with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic

- 2.5 For milling existing asphalt pavement, mill existing asphalt pavement, haul off and stockpile or otherwise dispose of the milled material, including temporary striping and removal of existing reflective markers. Disposal at an appropriate site off the CFX right-of-way shall be the sole responsibility of the Contractor.

END OF SECTION



**Attachment 14**  
**MECHANICAL ROAD SWEEPING**

1.0 Description

Perform routine mechanical road sweeping to protect the roadways from excessive accumulation of debris along the roadways including drain gutters and drain grates. The term debris includes all materials normally picked up by a mechanical sweeper such as sand, glass, paper, cans, and other materials. It also includes large limbs, wood, cable, and other materials in the areas to be swept.

2.0 Contractor Responsibilities

2.1 These specifications are end-result oriented. Although the sweeping activity is expected to be accomplished by mechanical means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Director of Maintenance regardless of the number of sweeping passes required to achieve the specified quality.

2.2 Areas to be maintained:

2.2.1 Perform sweeping and/or cleaning on the following designated areas of the highways:

- (i) Along all outside and median paved shoulders for the full length and width of the shoulder.
- (ii) At all paved gore areas where interchange ramps converge and diverge from the through traffic lanes for the full width of the gore.
- (iii) Along all concrete median barrier walls for the full length of the wall (full width).
- (iv) Along all paved inside and outside shoulders of interchange ramps for the full length and width of the shoulders.
- (v) Along all pavements of interchange ramps at places where foreign matter has accumulated thereon.
- (vi) Along all curbs in any of the above areas.
- (vii) Along all bridge curbs paralleling and adjacent to the traffic lanes (full width).

## 2.3 Quantity and Frequency of Sweeping

Begin each sweeping cycle in accordance with the Contractor's approved Work Plan. The total number and the timing of cycles will depend upon the roadway conditions, or severity of debris on the areas where sweeping is to be performed. Mechanical roadside sweeping within the Contract limits shall be accomplished twelve (12) times per year on S.R. 408, S.R. 417, S. R. 528 and the Goldenrod Road Extension (S.R. 551). The actual number of sweeping cycles may be increased or decreased as directed by the Director of Maintenance.

### 2.3.1 Emergency Response

In the event of a major accident/spill, the Contractor shall respond within 1 hour upon notification from the Director of Maintenance. Before leaving the accident/spill site, the Contractor shall ensure that the road surface is free of debris and any fluids that can cause an unsafe condition. Sand or any other absorbent material used in the clean-up shall be collected and deposited in an approved collection facility.

## 2.4 Equipment

- 2.4.1 All equipment shall be submitted to the Director of Maintenance for approval before being placed into service. Properly maintain all safety devices at all times the equipment is in use.
- 2.4.2 If the Director of Maintenance determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Director of Maintenance.
- 2.4.3 Inspection and approval of the Contractor's equipment by the Director of Maintenance shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
- 2.4.4 Do not use equipment which damages the pavement or turf. If this occurs, fix or replace damaged areas at no cost to CFX.
- 2.4.5 When a mechanical sweeper is in use, mount a "Slow Moving Vehicle" sign and an arrow board on the rear with a Type B high intensity warning light mounted on top of the vehicle.
- 2.4.6 Provide a follow vehicle. Equip the follow vehicle with a sequential arrow panel with an approved crash cushion system attached.

## 2.5 Equipment

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. If in the opinion of the Director of Maintenance the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, provide additional equipment as directed by the Director of Maintenance.

## 2.6 Equipment Specifications

2.6.1 When requested by the Director of Maintenance, provide proof of ownership, signed subcontract, or a signed lease for the duration of the Contract, for at least one mechanical road sweeper, one attenuator truck and two arrow boards.

2.6.2 Where new equipment will be purchased, provide CFX with a guaranteed delivery date to verify that work can begin on time.

### A. Mechanical Road Sweeper

The road sweeper shall be a mechanical sweeper or sweepers with at least a combination of six (6) cubic yard capacity, and each shall be equipped with a FDOT approved arrow board.

### B. Attenuator Truck

The attenuator truck shall be at least 10,000 gross vehicle weight.

### C. Flashing Arrow Board

Standard FDOT approved flashing arrow board.

Minimum Size: 30" x 60"

Minimum Number of Panel Lamps: 15 lamps

Minimum Legibility Distance: 3/4 mile

Arrow panels shall be rectangular, of solid construction, and finished with non-reflective flat back. The panels shall be mounted on a vehicle, trailer or other suitable support.

Minimum mounting height shall be 7 feet above roadway to the bottom of the panel, except on vehicle mounted panels which shall be as high as practicable.

## 2.7 Safety

In the event that an accident occurs involving the Contractor's equipment while the equipment is being used to accomplish authorized work, no relief in responsibility for work performance will be granted to the Contractor.

## 2.8 Method of Operations

- 2.8.1 Do not begin any roadway sweeping until authorized by the Director of Maintenance in writing to do so. Perform all sweeping during daylight hours other than 6:00 - 9:00 AM or 3:00 - 6:00 PM. Special schedules may be established with the approval of the Director of Maintenance. Special schedules shall be in writing and may include weekend and holiday work in addition to night time hours.
- 2.8.2 Complete each sweeping cycle in its entirety prior to beginning another cycle.
- 2.8.3 Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc., that cannot be traversed by the sweeper including the area under guardrail on paved shoulders. Remove any item such as newspaper, magazines, large boxes, etc., that would be torn, ripped, scattered or further subdivided by the sweeper that will result in an objectionable appearance.
- 2.8.4 Dispose of debris properly and in accordance with state and local rules and regulations in effect at the time of disposal.
- 2.8.5 Provide equipment, guard truck and sweeper with adequate warning lights and signs at all times to protect equipment from being overrun by traffic during the course of operation and also when moving equipment to another job location.
- 2.8.6 Load, haul and dispose of all accumulated material to an approved disposal site outside the project limits.
- 2.8.7 Do not create excessive airborne dust or other particulates. Use equipment supplied with functioning water spray equipment normal to the industry for dust control.
- 2.8.8 During periods of sweeping operations, consult with the Director of Maintenance for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, re-sweep these areas so that the total sweeping cycle may be completed in a satisfactory manner within the specified time.

2.8.9 Sweep around vehicles that are parked in the sweeping area. The area occupied by a parked vehicle will be considered as work accomplished.

2.9 Limitation of Operation

2.9.1 When sweeping areas within ten feet of the travel way, operate the equipment in the direction of the traffic. Comply with safety requirements contained in Index Drawing Nos. 600 and 619 of the Design Standards.

2.9.2 When necessary for sweeping equipment to cross the travel way, select a location that provides a minimum of 500 feet of unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings. U-turns are not permitted.

END OF SECTION

**Attachment 15**  
**REPAIR AND RESTORATION OF SLOPES, SHOULDERS**  
**AND ROADSIDE DITCHES AND CANALS**

1.0 Description

Provide all labor, materials, equipment, and incidentals necessary to repair and/or restore roadway shoulders, slopes, and roadside ditches including clearing and grubbing, site preparation, hauling, grading, stabilizing, sodding, seeding and mulching, miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, and riprap. Finished work shall generally conform to the lines and grades shown on the original approved for construction drawings. CFX will be responsible to secure and pay for any required environmental and water management permits for the work covered under the Contract.

2.0 Contractor Responsibilities

- 2.1 Comply with both the requirements of the FDOT Design Standards Index Series 600 and the MUTCD, latest edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein.
- 2.2 Blade down high points of shoulders, slopes, and accessible ditches, and rough grade, remove, and haul unsuitable material to appropriate disposal sites provided by the Contractor. Retain material on site for use as needed. The Director of Maintenance will make a determination as to the suitability of the retained material, which may be used as either stabilizer or backfill. Dispose of all suitable surplus material or uniformly spread in areas approved by the Director of Maintenance.
  - 2.2.1 The size of the slope restoration repair in this section shall be limited to 100 square yards. Areas greater than 100 square yards shall be compensated for at the unit price in the Price Proposal in accordance with the Method of Compensation.
- 2.3 Place suitable material in low points of shoulders, slopes, and ditches, and rough grade and mix with existing material. Furnish borrow or topsoil material, as directed by the Director of Maintenance, necessary to complete the work if sufficient material is not available on site.
- 2.4 Roll completed shoulder areas with pneumatic-tired equipment.
- 2.5 Grade site(s) to meet adjacent contours and provide flow for surface drainage.

Provide and maintain all measures required for the prevention, control and abatement of erosion and water pollution.

- 2.6 Place miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, sod, seed and mulching, fertilizing, riprap and sand-cement filler at the direction of the Director of Maintenance.
- 2.7 The application rate for grass seed, in pounds per acre, shall be the sum of both permanent and temporary grasses as referenced herein and in Index Drawing No. 104.
- 2.8 Use water sprinkling or other suitable method to limit the amount of dust and dirt rising and scattering in the air to the extent practical for the conditions of the work as determined by the Director of Maintenance.
- 2.9 Use sand-cement filler and water to fill voids in bridge approaches and at other locations specified by the Director of Maintenance. Proportion the sand and cement in a ratio of five parts sand (loose volume) to 1 part Portland cement. Consistency of mixture shall be such that pumping can be accomplished to achieve even distribution in void being filled. The Director of Maintenance may approve other mixes that are specifically designed for this purpose.
- 2.10 Perform work in accordance with the following specified sections of the FDOT Standard Specifications for Road and Bridge Construction, current edition at Contract execution, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein. References in the incorporated sections to the Engineer shall be taken to mean the Director of Maintenance or designated representative. In case of conflicts between the Standard Specifications and these specifications, these specifications will take precedence.

The following standard specification sections apply:

- Section 110, Clearing and Grubbing
- Section 120, Excavation and Embankment
- Section 160, Stabilizing
- Section 162, Prepared Soil Layer
- Section 230, Limerock Stabilized Base
- Section 339, Miscellaneous Asphalt Pavement
- Section 524, Concrete Ditch and Slope Pavement
- Section 530, Riprap
- Section 570, Performance Turf
- Section 914, Stabilization Materials

- 2.11 Repair damage caused by operations to adjacent facilities. Do not use equipment that damages the pavement or turf area.
- 2.12 Leave site(s) in clean condition free from materials, rubbish, and debris. Grade site(s) to meet adjacent contours and provide flow for surface drainage.
- 2.13 When cleaning and reshaping ditches, clear wet ditches and/or canals of vegetation and reshape them to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.
- 2.14 For ditch construction, construct ditches and/or canals to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.
- 2.15 Install limerock material and compact to a firm and unyielding base. Compaction will be based on visual inspection by the Director of Maintenance or authorized representative in lieu of density testing.
- 2.16 For seeding and mulching, the mulch machine shall make enough passes to cut in mulch every 4 inches. A seeder that places seed in the ground on 4 inch centers shall be used. Spreading seed on the ground and cutting in will not be allowed.
- 2.17 For seeding and fertilizing, a seeder that places seed in the ground on 4 inch centers shall be used. Spreading seed on the ground and cutting in will not be allowed.

END OF SECTION



**Attachment 16**  
**DRAINAGE SYSTEM REPAIR AND CLEANING**

1.0 Description

Perform jet/vacuuming and cleaning drainage pipe, catch basins, junction boxes, and associated grates; clean underdrains; clean ditch pavement; repair or replace skimmers with fiberglass; and adjust manholes and inlets. Perform minor repairs (replace broken frames and/or missing grates, reset frame and grate, patch spalled areas and seal cracks in structures).

2.0 Contractor Responsibilities

- 2.1 Comply with the requirements of the FDOT Design Standards Index Drawing Nos. 600 through 651.
- 2.2 Clean drainage systems and structures using equipment appropriate for the required cleaning operation. Unit shall be equipped with an evacuating system large enough to handle the quantity of water used to clean the systems and the resulting debris.
- 2.3 Collect all debris resulting from the cleaning process, remove from the site and dispose of properly and in accordance with state, federal, and local regulations.
- 2.4 Respond to emergency situations as directed by the Director of Maintenance. Response time to a site shall be 2 hours or less after notification by the Director of Maintenance. Penalties described in the Scope of Services are applicable. Response team shall include a working supervisor and laborer, a jet/vacuuming truck, and additional equipment necessary to handle the type of emergency described by the Director of Maintenance, including a truck mounted flashing arrow board and enough traffic cones to close a lane on the roadway.
- 2.5 Perform minor repairs including sealing leaks in catch basins, junction boxes and similar structures, replace broken grates, and reset existing frames and grates.
- 2.6 Protect the general public, vegetation, structures, slopes, and roadways at all times when work is in progress.
- 2.7 Contractor's equipment must be approved by the Director of Maintenance before being placed in service. Properly maintain safety devices at all times the equipment is in use. If the Director of Maintenance determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Director of Maintenance.

- 2.8 Do not use equipment which damages the pavement or turf. If this occurs, repair or replace damaged areas at no cost to CFX.
- 2.9 Completed areas of work shall be reasonably free from debris after cleaning as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean areas that are determined to be unacceptable at no additional cost to CFX. The Director of Maintenance will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.
- 2.10 At the direction of the Director of Maintenance, make necessary miscellaneous repairs to drainage system components. Repairs also include, but are not necessarily limited to, repairs that are required due to damage resulting from vandalism, fire, theft, vehicular impact, or acts of God. Repairs that are required due to the negligence of the Contractor shall be repaired by the Contractor at no cost to CFX.
- 2.11 Provide drainage system materials that are equal to or better than the materials that were previously used or found in use and with 100% compatibility with existing drainage system.

END OF SECTION

**Attachment 17**  
**CONCRETE REPAIRS AND JOINT SEALING**

1.0 Description

Provide all labor, materials, equipment and incidentals necessary to seal joints on bridges, roadways, slope pavement, and reinforced earth retaining walls. Patch spalled areas on bridge decks, pier caps, handrails, concrete pavement and the partial or total replacement of roadway slabs.

2.0 Contractor Responsibilities

2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.

2.2 When working over a travel lane, close that lane to traffic and use proper traffic control devices conforming to FDOT and MUTCD requirements to cause traffic to use the remaining lane.

2.3 Joint Repairs on Bridge Decks: Compression seals shall be elastomeric.

2.3.1 Submit shop drawings showing all expansion joint materials including seal manufacturer, seal designation and proposed method of installation. The selected seal shall be a heavy duty bridge seal and shall accommodate the joint size shown in accordance with the manufacturer's recommendations.

2.3.2 Accurately cut seal opening with a power saw using concrete cutting blade after existing joint material is removed. Form a joint in the new widened portion of the deck to match existing. Saw cut will be allowed.

2.3.3 All seals shall be installed in conformance with the manufactures recommendations, including adjustments for temperature variances

2.3.4 Compression seals shall be continuous from gutter to gutter on the bridge.

2.3.5 Thoroughly coat all contact surfaces between the compression seals and concrete surfaces with a compression seal adhesive.

2.3.6 Restore spalled areas of existing edge of deck slab, using approved methods and materials, before saw cutting the joint.

2.4 Joint Repairs on Bridge Approaches and Concrete Pavement:

- 2.4.1 Remove old joint materials or, if joint is unsealed, saw or chip, as required, prior to sealing. Sufficient depth shall be obtained to hold material below the concrete surface (2 inch minimum).
- 2.4.2 Clean joints before applying new material.
- 2.4.3 Use filler or bond breaker rod, where required, prior to applying joint sealant.
- 2.4.4 Joint materials shall be included in the approved list (Qualified Products list) on file with the Florida Department of Transportation, Value Engineering Office.

2.5 Joint Repairs on Slope Pavement and Miscellaneous Concrete:

Repair procedure generally follows that specified for bridge approaches and concrete pavement in paragraph 2.6 below.

2.6 Repairs to Concrete Bridge Deck, Concrete Roadway Slabs, Pier Caps, Handrails:

- 2.6.1 Remove unsound concrete and reshape area edges to provide a vertical faced wall. Bridge decks require a depth to 1 inch below the first reinforcing material. Place forms if required.
- 2.6.2 Patching material shall be on the FDOT Qualified Products list. Place patch material and finish consistent and level with surrounding pavement, deck or other surface. For areas requiring rapid hardening concrete bag mix, the mix shall meet or exceed the performance of Eucospeed MP as manufactured by Euclid Chemical Co., or SET-45 as manufactured by Master Builders Technologies.

2.7 Cleaning and Resealing Joints

- 2.7.1 Remove the existing expansion joint material and furnish and install a backer rod and pourable elastomeric joint sealant in accordance with the requirements of the manufacturer.
- 2.7.2 The sealant used shall meet or exceed the performance and material requirements of Dow Corning 902 RCS, a two-component, silicone rubber sealant, manufactured by Dow Corning Chemical Corporation, Midland, Michigan 48686-0994.

2.7.3 The following is a basic and minimum procedure to be used to accomplish the specified work. All work performed shall comply with the manufacturer's recommended procedures and practices for the specific joint products.

1. Remove all expansion joint filler material and clean the vertical faces of the existing joint throat to remove all debris and contaminants.
2. Vacuum or air blast all excessive dust from the vertical faces of the existing joint throat. All faces of the joint shall be completely dry before placement of the surface conditioner and sealant.
3. Apply a surface conditioner, if required by the manufacturer, to all faces of the joint throat that are to receive the sealant and allow sufficient time to dry, as specified by the manufacturer.
4. Place an appropriately sized backer rod into the joint throat and cover with bond breaker.
5. Mix the sealant (Dow Corning 902 RCS) in accordance with the manufacturer's recommendations and place into the joint opening. The pourable sealant shall be self-leveling and allowed to cure for the appropriate time.

2.8 Remove and properly dispose of old joint material.

2.9 Collect all debris resulting from the work and remove from CFX right-of-way.

2.10 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Reseal areas that are determined to be unacceptable at no additional cost to CFX.

2.11 Bridge repairs issued to the Contractor through an FDOT-generated work order shall be completed and returned to CFX within 180 calendar days of the issue date of the work order. Failure to complete the repair in the specified time will result in the assessment of liquidated damages in the amount of \$200 per day until the repair is made and accepted by the Director of Maintenance.

END OF SECTION

**Attachment 18**  
**TREE TRIMMING AND REMOVAL**

1.0 Description

- 1.1 Trim desired trees and brush or remove undesired trees and brush, and dispose of resulting waste and debris. Perform all work meeting the requirements of recognized and approved arboriculture principles with emphasis on tree health and symmetry as set forth in "The American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices" (ANSI A300-2014). Perform all work without damage to trees and shrubs that are intended to remain in the work area.

Prior to beginning work, report all damaged fence, fence posts and other appurtenances (i.e., sign posts and bases, delineator posts, guardrail or barrier walls, light poles, endwalls, pipes, drainage structures, poles, guys landscape areas, etc.) to the Director of Maintenance. Replace any fence, fence post or other appurtenance found damaged after beginning work at no cost to CFX.

2.0 Contractor's Responsibilities

- 2.1 Tree trimming and removal shall be required to maintain visibility and clear obstructions from signs, lighting, roadway surveillance cameras, guardrail, fences and other roadway features. Tree trimming may be required to remove dead, decaying, dying or diseased branches or trees or as may be directed by the Director of Maintenance.

- 2.2 Use equipment designed for the performance of work described herein. Maintain equipment in good repair and operating condition at all times meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use. Cut and trim the trees to the height and width desired using mobile, mechanical equipment capable of vertical, horizontal and angle cuts.

Do not use equipment on CFX right-of-way that damages the pavement, curbs or turf area. Repair damage resulting from work activities at no cost to CFX before resuming project activities.

- 2.3 Obtain any and all permits and licensing required by law during the term of this contract. Provide and distribute any announcements or written notices that may be required.

- 2.4 Trim the trees to the height and width required to clear the obstruction as directed by the Director of Maintenance. Remove all dead, dying, diseased, decaying, interfering, suckering, obstructing and weak branches. Cut and remove all branches or limbs in accordance with ANSI A300 Standards. Topping or heading back is not a recommended pruning practice. If the height of a tree must be reduced, all cuts will be made to strong laterals or to the parent limb. Do not cut limbs back to stubs. When practical, cuts will be made in accordance to A-300 Standards, and the natural shape and structure of the tree should be maintained.
- 2.5 Remove trees by severing and lowering to the ground suitable sized sections of limbs or trunk. Use suitable ropes, slings, guidelines and block and tackle to safely lower the severed branches and trunk sections. Cut the main trunk at or below the ground surface. Treat the stumps with an herbicide labeled for stump use and approved by the Director of Maintenance. Use of soil sterilant or residual type materials will not be permitted.
- 2.6 Brush Removal: Cut and remove vegetation with multiple trunks extending from a common root-base (i.e., Brazilian pepper, myrtle, palmettos, bamboo, palms, etc.) flush with the ground surface. Remove all stumps or debris.
- 2.7 Tree and Brush Removal from Fence Lines: Cut and remove trees and brush within the right-of-way and adjacent to the fence creating a corridor measuring ten (10) feet in width and 15 feet in height. The corridor should be cut to avoid the trees marked by the Director of Maintenance not to be removed while maintaining a clear corridor to the dimensions stated above. Cut and remove trees and brush diagonally from the roadway to the right-of-way fence creating access corridors (10 feet in width and 15 feet in height at intervals of not more than (2000 feet, or as required by outfall ditches, natural drains, or other intersecting roadways, railroads, etc.
- 2.8 Stump Removal: Remove stumps (including protruding roots and debris) to a depth of (12 inches below the surface of the original ground. Provide acceptable fill material, grade and compact holes or voids created by the removal of the stumps.
- 2.9 Disposal of Debris: Dispose of all debris and waste in compliance with all local, state and federal regulations. Debris may be stockpiled in the CFX right-of-way for a period of time determined by and with the written approval of the Director of Maintenance. With the approval of the Director of Maintenance, wood chips may be evenly distributed to a depth of no more than one inch in designated areas in CFX right-of-way.

- 2.10 Quality: Ensure the work site and adjacent properties are clean and free of trimmings, stumps, roots, logs or any other debris at all times.

END OF SECTION



**Attachment 19**  
**SECTION 102**  
**MAINTENANCE OF TRAFFIC**

**102-1 Description:** Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. Construct and maintain any necessary detour facilities. Provide necessary facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic in construction areas. Furnish and apply calcium chloride on the subgrade, unsurfaced base, or other unsurfaced traveled ways in order to control dust during construction operations. Provide any other special requirements for safe and expeditious movement of traffic as may be specified on the plans. The term, Maintenance of Traffic, includes all of such facilities, devices, and operations required for the safety and convenience of the public as well as for minimizing public nuisance.

**102-1.1 Sections Not Requiring Traffic Maintenance:** In general, do not maintain traffic over those portions of the Project where no work is to be accomplished or where construction operations will not affect existing roads. However, do not obstruct or create a hazard to any traffic during the performance of the Work, and repair any damage to existing pavement or facilities caused during the Work.

**102-1.2 Detours Over Existing Roads and Streets:** When CFX specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

**102-1.3 Contractor's Responsibility:** Maintain traffic starting the day work begins on the maintenance activity. Continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights. Provide an individual responsible for this review who is certified as an American Traffic Safety Services Association Certified Worksite Supervisor.

The Contractor shall remove all equipment and portable signs from the shoulder during non-construction operations. Such signs and equipment can be placed behind guardrail if available. Post-mounted signs shall be covered

**102-2 Specific Requirements.**

**102-2.1 Maintenance of Roadway Surfaces:** Maintain all lanes that are being used for the maintenance of traffic, including those on detours and temporary facilities on asphalt. Keep the lanes reasonably free of dust, and, when necessary to accomplish this, sprinkle them with water, or apply some other dust palliative. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

## **102-2.2 Not Used**

**102-2.3 Crossings and Intersections:** Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the Director of Maintenance.

Prior to interruption of traffic flow that will cause a temporary interruption to the local traffic flow, the Contractor shall submit to the Director of Maintenance at least two (2) weeks prior to anticipated stoppage, a schedule of the proposed stoppages. Upon approval, the Contractor shall notify all emergency services (police, rescue and fire) of the stoppages five (5) days in advance.

**102-2.4 Law Enforcement Services:** A uniformed law enforcement officer and marked vehicle shall be provided during all lane closure operations, during all nighttime operations.

Payment for off-duty law enforcement officers, if used, will not be paid separately but will be included in the lump sum price for maintenance of the roadway.

## **102-3 Traffic Control.**

**102-3.1 Standards:** FHWA's MUTCD Part 6 is the minimum standard for Traffic Control for Highway Construction, Maintenance, and Utility Operations. Follow the basic principles and minimum standards contained in this manual for the design, application, installation, maintenance, and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits. Understand that the standards established in the aforementioned manual constitute the minimum requirements for normal conditions. The Director of Maintenance will require additional traffic control devices, warning devices, barriers, or other safety devices where unusual, complex, or particularly hazardous conditions exist. In case of conflict between MUTCD and Design Standards Index 600, the more stringent requirement shall prevail.

Reflectorize traffic cones used at night with cone collars meeting the following requirements:

(a) Use collars designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4 inch collar a uniform 2 inch distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide white sheeting having a smooth outer surface and that essentially has the property of a retroreflector over its entire surface.

(b) For the retroreflective sheeting for the collars, meet the requirements of ASTM D 4956 Table 4, Type VI; excluding 0.1 degree observation angle and -4 degree, +30 degree entrance angles.

Provide three certified copies of test reports and certification from the manufacturer that the material furnished meets all requirements of (b) above. Use reflective collars for cones included on the Qualified Products List.

Reflective sheeting material for work zone barricades shall be Type III or IV, meeting requirements of Section 994. Reflective sheeting material for all work zone signs, both on and off the CFX system, shall be fluorescent orange Type VII meeting requirements of Section 994. Mesh signs shall not be used for work zone signs. Rollup sheeting (Type VI, 3M Diamond Grade Fluorescent Roll Up Sign Sheeting RS24 or equal) may be used in day or night operations not to exceed 24 hours and approval is given by the Director of Maintenance.

### **102-3.2 Traffic Control Devices, Warning Devices and Barriers:**

**102-3.2.1 Installation:** Install and maintain adequate traffic control devices, warning devices and barriers to protect the traveling public and workers, and to safeguard the work area. Erect the required traffic control devices, warning devices and barriers to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing. Use only those devices that are included on the Qualified Products List (QPL). Use construction signs meeting the requirements of Section 700-2.5 and 700-5.5. Specific requirements for Maintenance of Traffic devices, additional to the requirements of this Section, are contained in the 600 series of the FDOT Design Standards. Immediately remove, turn or cover any devices or barriers which do not apply to existing conditions.

All QPL approved safety devices must meet the requirements of National Cooperative Highway Research Report 350 (NCHRP 350) and current FHWA directives. Manufacturers seeking evaluation must furnish certified test reports showing that their product meets all test requirements set forth by NCHRP 350.

Notify the Director of Maintenance of any scheduled operation which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit his review of the plan for the proposed installation of traffic control devices, warning devices or barriers. Assign an employee the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract. Keep the Director of Maintenance advised at all times of the identification and means of contacting this employee on a 24-hour basis.

**102-3.2.2 Maintenance of Devices and Barriers:** Keep traffic control devices, warning devices, and barriers in the correct position, properly directed, clearly visible and clean, at all times. Immediately repair, replace or clean damaged, defaced or dirty devices or barriers and have the Director of Maintenance approve them for use.

**102-3.2.3 Temporary Impact Attenuators:** Furnish, install, maintain and subsequently remove temporary vehicular impact attenuators in accordance with the details and notes shown in the plans, and the FDOT Design Standards. Maintain the attenuators until their authorized removal. Repair all attachment scars to permanent structures and pavements after attenuator removal.

**102-3.2.4 Flagger:** Provide trained flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations as required in 102-3.1. The Worksite Traffic Supervisor or others as approved by CFX will provide training for flaggers using FDOT-approved training materials.

**102-3.2.5 Existing Pavement Markings:** Where a detour changes the lane use or where normal vehicle paths are altered during construction, remove all existing pavement markings that will conflict with the adjusted vehicle paths. Do not overpaint. Remove existing pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Grinding will not be permitted. Remove all pavement markings that will be in conflict with "next phase of operation" vehicle paths as described above, prior to opening to traffic.

**102-3.2.6 No Waiver of Liability:** Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or its surety.

**102-3.2.7 Portable Arrow Boards:**

**102-3.2.7.1 Scope:** These Specifications expand the basic requirements that all portable arrow boards must meet the physical display and operational requirements as described in the MUTCD.

Manufacturers seeking approval of their arrow board shall provide CFX with a prototype unit to be evaluated in accordance with these Specifications and certify that the furnished unit meets all requirements specified herein.

**102-3.2.7.2 Display Panel and Housing:**

- (a) The display housing assembly shall be weather-tight to protect the panel from the elements.
- (b) All nuts, bolts, washers and other fasteners shall be of corrosion resistant material.
- (c) The display assembly shall be equipped with an automatic dimming operational mode capable of a minimum of 50% dimming and a separate manual dimmer switch.
- (d) The display panel background and frame for the display assembly shall be painted flat black and must meet Federal Specification TT-E-489.
- (e) Display panel and housing shall be designed and constructed to allow the unit to be operated in the displayed position at speeds of 30 mph. In the down position it shall be designed for speeds of 65 mph.
- (f) The display panel, when raised in the upright position, will have a minimum height of 7 feet from the bottom of the panel to the ground, in accordance with the MUTCD.
- (g) The unit shall have an accessible mechanism to easily raise and lower the display assembly. A locking device shall also be provided to ensure the display panel will remain in the raised or lowered position.

#### 102-3.2.7.3 Arrow Board Matrix:

(a) The minimum legibility distance for various traffic conditions are based on the decision-sight distance concept. The minimum legibility distance is the distance at which the arrow panel message can be comprehended by a driver on a sunny day or a clear night. The arrow panel size that is needed to meet the legibility distance is listed as follows:

Type	Minimum Size	Number of Panel Lamps	Minimum Legibility Distance
B	30 by 60 inches	13	3/4 mile
C	48 by 96 inches	15	1 mile

For use on the state highway system, the Types "B" or "C" advance warning arrow boards may be used for low to intermediate (0 to 50 mph) facilities and for maintenance or moving operations on high-speed roadways. Type "C" arrow boards shall be used on high-speed (50 mph and up).

(b) Devices shall meet all arrow board displays identified in the MUTCD.

(c) The lamp lens should be 5 3/4 inches in diameter. Smaller lamp lens diameters are permissible only if they provide an equivalent or greater brightness indication and meet the legibility criteria in Section (a) of this Specification.

(d) The color of the light emitted shall be in accordance with the MUTCD.

(e) There shall be a 360 degree hood for close-up glare reduction.

(f) For solar powered arrow boards the bulbs shall provide a 350 candle power intensity for day use and an automatic reduction or dimming capacity for night use. The dimmed night operation shall provide adequate indication without excessive glare.

(g) The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute as required in the MUTCD.

(h) The minimum lamp "on time" shall be 50% for the flashing arrow and 25% for the sequential chevron.

#### 102-3.2.7.4 Electrical System: For diesel engines the following shall apply:

(a) The power supply and electrical system shall be self-contained within the unit.

- (b) The engine shall have an electrical starting system.
- (c) The power source furnished shall be of sufficient size so as to provide the required maximum load energy plus 25%.
- (d) The electrical system shall meet the National Electrical Code where applicable.
- (e) A backup power system that shall operate the unit for a minimum of three hours automatically when the motor driven generator fails to operate.
- (f) The starting batteries and back-up power supply system batteries shall be automatically charged when the generator is operating.
- (g) The engine shall be supplied with an ammeter and the generator shall be supplied with a volt meter showing voltage to the sign assembly.

For solar powered units the following shall apply:

- (a) The unit shall provide automatic recharging of power supply batteries to normal operating levels.
- (b) Solar array recovery time shall be accomplished in a maximum of three hours.

**102-3.2.7.5 Battery Life Test:** The following shall apply to batteries:

- (a) The photovoltaic unit shall be able to operate from a full battery charge without sunlight for a period of not less than 21 days.
- (b) The battery shall be equipped with a controller to prevent overcharging and over-discharging. An external battery level indicator shall also be provided.
- (c) The battery, controller, and power panel shall be designed to be protected from the elements and vandalism.

**102-3.2.7.6 Controller:**

- (a) Controller and control panel shall be housed in a weather, dust, and vandal resistant lockable cabinet.
- (b) The controller shall be solid-state in design and function.

**102-3.2.7.7 Support Chassis:** The following shall apply:

(a) The support chassis shall be self-contained and self-supporting without the use of additional equipment or tools.

(b) Both trailer and truck mounted units are allowed.

(1) Trailer mounted unit:

(a) The sign, power supply unit and all support systems shall be mounted on a steel, wheeled trailer with a minimum capacity of 2,600 pounds.

(b) The trailer shall be equipped with class-A lights, using a plug adaptor.

(c) The trailer shall be equipped with adjustable outrigger leveling pads (screw-type), one on each of the four frame corners.

(d) The trailer shall be designed to be set up at the site with its own chassis and outriggers, without being hitched to a vehicle.

(e) The trailer shall be equipped with fenders over the tires and shall be made from heavy duty metal sufficient to allow a person to stand and operate or perform maintenance on the unit.

(f) The trailer shall meet all equipment specifications set forth in Chapter 316 of the Florida Statutes, and by such rule, regulation or code that may be adopted by the Department of Highway Safety and Motor Vehicles.

(2) Truck mounted unit:

(a) The truck-mounted assembly shall be designed to fit on a 2 ton or greater duty truck.

(b) The unit shall be self-contained with its own power supply, controls, raising and lowering device and shall be capable of being operated by one person.

(c) The unit shall be secured in the vehicle for normal operation.

**102-3.2.7.8 Other Requirements:**

(a) The portable arrow board assembly shall be designed to function in dry, wet, hot or cold weather (ambient temperature ranges from -30 to 165 degrees F.

- (b) The controller shall not be affected by mobile radio, or any other radio transmissions.
- (c) An operator's manual shall be furnished with each unit.
- (d) The manufacturer's name and FDOT approval number shall be affixed on the equipment.
- (e) The arrow board shall be listed on the Qualified Products List (QPL).

### **102-3.2.8 Portable Changeable Message Signs:**

**102-3.2.8.1 Scope.** These Specifications expand the basic requirement that all Portable Changeable Message Signs (PCMS's) must meet the physical display and operational requirements as described in the MUTCD.

Manufacturers seeking approval for their PCMS shall provide CFX with a prototype unit to be evaluated in accordance with these Specifications and certify that the unit meets all requirements specified herein.

Permanent installations can be used but will be evaluated for each specific project or installation. These standards shall include but not be limited to the following:

### **102-3.2.8.2 Display Panel and Housing:**

- (a) The display housing assembly shall be weather-tight to protect the panel from the elements.
- (b) All nuts, bolts, washers and other fasteners shall be of a corrosive resistant material.
- (c) The message matrix panel background and frame for the changeable message assembly shall be painted flat black (must meet Federal Specification TT-E-489).
- (d) Servicing of all message matrix panel components shall be accomplished from the front of the message matrix panel.
- (e) Each message matrix panel shall provide a glare screen for each message line to aid against sun glare for non-reflecting type signs.
- (f) The display panel, when raised in the upright position, will have a minimum height of 7 feet from the bottom of the panel to the ground.
- (g) The unit shall have an accessible mechanism to easily raise and lower the display assembly. A locking device shall also be provided to ensure the display panel will remain in the raised or lowered position.



#### **102-3.2.8.3 Message Matrix:**

- (a) The overall dimensions of the message matrix panel shall be a maximum height of 7 feet by a width of 10 feet.
- (b) The message matrix panel shall contain three separate lines. Each line shall consist of eight characters, equally spaced a minimum of 3 inches. Each character shall contain 35 pixels in a five by seven horizontal to vertical grid arrangement.
- (c) Each message line shall provide for a nominal 18 inch character height.
- (d) For flip disk matrix signs, the disk elements shall be coated on the display side with a highly reflective florescent yellow Mylar material, and on the back with a flat black to blend in with the flat black background.
- (e) Similar components shall be interchangeable.

#### **102-3.2.8.4 Electrical System:** For diesel engines the following shall apply:

- (a) The power supply and electrical system shall be self contained within the unit.
- (b) The power source furnished shall be of sufficient size so as to provide the required maximum load energy plus 25%.
- (c) The electrical system shall meet the National Electrical Code where applicable.
- (d) A lightning protection device shall be provided for stationary equipment.
- (e) The engine shall have an electrical starting system.
- (f) A backup power system shall be provided that will operate the unit for a minimum of three hours automatically when the motor driven generator fails to operate.
- (g) An automatic charging system to recharge the starting and backup power supply batteries, when the generator is operating.
- (h) The engine shall be supplied with an ammeter and the generator shall be supplied with a volt meter showing voltage to the sign assembly.

For solar powered units the following shall apply:

- (a) The photovoltaic unit shall be designed to provide 21 days of continuous operation without sunlight with a minimum of on site maintenance.

(b) Automatic recharging of power supply batteries shall be provided.

**102-3.2.8.5 Battery Life Test:**

(a) The battery shall be equipped with a battery controller to prevent overcharging and over-discharging. An external battery level indicator shall be provided.

(b) The battery, controller, and power panel shall be designed to be protected from the elements and vandalism.

**102-3.2.8.6 Controller:**

(a) Controller and control panel shall be housed in a weather, dust, and vandal proof lockable cabinet.

(b) The keyboard shall be equipped with a security lockout feature to prevent unauthorized use of the controller.

(c) The controller shall be solid state in design and function.

(d) The control panel shall display a representative message that will be displayed on the sign panel.

(e) The flash rate shall be adjustable in the sign controller from one to ten seconds.

**102-3.2.8.7 Operation and Performance:**

(a) The message shall be displayed in upper case except when lower case is project specific and is allowed by the MUTCD.

(b) The message matrix panel shall be visible from 2 mile and legible from a distance of 900 feet under both day and night conditions. Under variable light level conditions the sign shall automatically adjust its light source so as to meet the 900 feet visibility requirement.

(c) The control panel shall have the capability to store a minimum 50 pre-programmed messages.

(d) The controller in the control panel shall be able to remember messages during non-powered conditions.

(e) The controller shall allow the operator to generate additional messages on site via the keyboard.

(f) For a PCMS using Flip-Disk technology, the controller shall have the capability to provide a stipulated default message upon loss of controller function.

(g) All messages shall be flashed or sequenced. In the sequence mode, the controller shall have the capability to sequence three line messages during one cycle.

**102-3.2.8.8 Use of Orange Vests:** Contractor shall provide its personnel with orange vests and require that these vests be worn whenever the workers are within 15 feet of the edge of the travelway. Workers operating machinery or equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets. Contractor personnel shall wear reflective orange vest during nighttime operations. Replace faded vests.

### **102-3.3 Work Zone Pavement Markings:**

**102-3.3.1 Description:** Furnish and install Work Zone Pavement Markings for maintenance of traffic in construction areas and in close conformity with the lines and details shown on the plans. Measure the reflectivity of white and yellow stripes using a Mirolux 12 retroreflectometer, Delta LTL-X or LTL 2000, Advanced Retro Technology AR Stripemaster, or equal approved by the State Materials Office. Reflectivity shall be at least 250 mcd/lx\*m<sup>2</sup> for yellow and 300 mcd/lx\*m<sup>2</sup> for white when installed. Re-stripe anytime the reflectivity falls below 150 mcd/lx\*m<sup>2</sup>. Compensation for re-striping will be at the Contract unit price for the appropriate material when the material used appears on the Qualified Products List (QPL) and is properly installed. The pavement marking materials shall not contain any lead or chromium compounds. Manufacturers seeking product approval shall furnish certified test reports showing the Work Zone Pavement Marking material meets the requirements of this Section.

Centerlines, lane lines, edgelines, stop bars and turn arrows in work zones will be required in accordance with Section 6D of the MUTCD with the following additions:

(a) Install edgelines when a paved shoulder 4 feet or greater in width exists along the edge of a lane.

(b) Place edgelines on all detours where vehicle paths are altered from normal operations and where a lane is narrowed from its normal width for any reason.

(c) Apply Work Zone Pavement Markings, including arrows and messages determined by the Director of Maintenance to be required for safe operation of the facility, prior to the end of the day if the highway is open to traffic. Channelizing devices may be used to direct traffic during the day prior to placing the Work Zone Pavement Markings.

(d) Work Zone Pavement Markings will be designated in the plans or by the Director of Maintenance as removable or non-removable.

Work Zone Raised Pavement Markers (WZRPMs) may be used in lieu of Temporary Tape in accordance with 102-3.3.2.3.

Removable Work Zone Pavement Markings consists of materials that can be taken up by hand. An example of this category of markings is plastic film (Tape), or Work Zone Raised Pavement Markers (WZRPM's).

Non-Removable Work Zone Pavement Markings consists of markings that are not classified as removable.

Use of Removable or Non-Removable Work Zone Pavement Markings shall be as follows:

Application	Category
Finish Pavement*	
All stripes representing final pavement markings	Non-Removable
All stripes in an area where the traffic pattern will be altered prior to project acceptance	Removable
Intermediate Pavement Course	
All stripes in pavement areas that will be covered with a subsequent course of pavement prior to altering of the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to placing of the subsequent paving course within such area.	Removable
Existing Pavement	
All stripes that will be removed or overlaid with new pavement prior to altering the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to removal or overlaying of such area.	Removable
*Place striping representing final markings in the permanent location unless excepted in writing by the Director of Maintenance.	

Removable Pavement Markings may be substituted for Non-Removable Pavement Markings. When substitution is made, payment will be made under the Bid Item, Non-Removable Pavement Marking.

### **102-3.3.2 Materials:**

**102-3.3.2.1 Paint and Glass Beads:** Meet the application requirements of Section 710, and the material requirements of Section 971.

**102-3.3.2.2 Preformed Non-Removable Pavement Marking Film (Tape):** Conform to the application requirements of the Plans and the material requirements of Section 971.

**102-3.3.2.3 Work Zone Raised Pavement Markers:** Work Zone Raised Pavement Markers (WZRPMs) are RPMs intended for use in work zones as an alternate to other line markings. Use tape in all transition areas in addition to the RPMs. WZRPMs shall be referred to as class "D" or class "E" Markers. Apply all markers in accordance with FDOT Design Standards, Index No. 600.

Class A, B, and flexible E markers may be used in lieu of Class D Markers. Class E markers will only be allowed for use in areas for five continuous days or less.

Use colorless reflectors to replace white lines and amber reflectors to replace yellow lines. Space markers at 30 inch centers for lane lines and 5 foot centers for edgelines.

To provide contrast, place five black Work Zone Raised Pavement Markers (WZRPMs) immediately after the five colorless reflective markers on asphalt pavement five years or older and all concrete pavement. Black Work Zone Raised Pavement Markers (WZRPMs) will not be required with amber markers.

Ensure that Work Zone Raised Pavement Markers (WZRPMs) are certified as meeting the following except for Class E markers as noted below:

(1) Composition: Use markers made of plastic, ceramic or other durable materials. Markers with studs or mechanical attachments will not be allowed.

(2) Dimensions: Marker minimum and maximum surface dimensions is based on an x and y axis where the y dimension is the axis parallel to the centerline and the x axis is 90 degrees to y. Class E markers shall be 4 inch (W) by 2 inch (H) by 1 inch (D).

The x and y dimension of Class D markers shall be a maximum of 5 inches. The x dimension shall be a minimum of 4 inches and the minimum y dimension will be 2.25 inches.

Ensure that the maximum installed height of Class D markers is 1 inch. Ensure that the maximum installed height of Class E markers is 2 inches. Use Class D markers having a minimum reflective face surface of 0.35 in<sup>2</sup>. Use Class E markers having a minimum reflective surface area of 1 in<sup>2</sup>.

Ensure that after installation, the marker's reflective face is completely visible and above the pavement surface measured from a line even with the pavement perpendicular to the face of the marker.

(3) Optical Performance: Ensure that the specific intensity of each white reflecting surface at 0.2 degrees observation angle is at least the following when the incident light is parallel to the base of the marker:

Horizontal Entrance Angle	Specific Intensity
0 degrees	3
20 degrees	1.2

For yellow reflectors, the specific intensity shall be 60% of the value for white. For red reflectors, the specific intensity shall be 25% of the value for white. Reflectivity of all (WZRPMs) shall not be less than 1.0 Specific Intensity (SI) any time after installation.

(4) Strength requirements: Markers shall support a load of 5,000 pounds. Three markers per lot or shipment will be randomly selected for a test.

Position the marker base down between the flat parallel platens of a compression testing machine. Place on top of the marker a flat piece of 65 durometer rubber 6 by 6 by 0.375 inch centered on the marker. Apply the compressive load through the rubber to the top of the marker at a rate of 0.2 in/s.

Either cracking or significant deformation of the marker at any load less than 5,000 pounds will constitute failure.

(5) Adhesion: Use bituminous or other adhesive materials recommended by the marker manufacturer for bonding the markers to the pavement. The adhesive used shall be one of the products included on the Qualified Products List.

(6) Removability: Ensure that the pavement marker is removable from asphalt pavement and portland cement concrete pavement intact or in substantially large pieces, either manually or by mechanical devices at temperatures above 40 degrees F, and without the use of heat, grinding or blasting.

(7) Replacement Requirements: Replace markers any time after installation when more than two markers in a skip, or more than three consecutive markers on an edgeline are missing at no expense to CFX. Replace all failed markers in a timely manner as directed by the Director of Maintenance.

#### **102-3.3.2.4 Preformed Wet Retroreflective Removable Pavement Markings:**

The preformed markings shall consist of white or yellow retroreflective film on a conformable backing.

The quality of the material shall be such that the performance requirements for the marking shall be met.

The markings shall be precoated with a pressure sensitive adhesive and shall be capable of being adhered to asphalt concrete or Portland cement concrete at temperatures as low as 50 degrees F in accordance with the manufacturer's recommendations. A surface preparation adhesive shall be used for all applications to improve initial and long term adhesion.

When stored in a cool dry area indoors, the materials shall be suitable for use for one year after the date of purchase.

The removable retroreflective striping tape shall be designed and constructed in such a manner that it can be readily removed when the markings are no longer applicable. The tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large pieces.

The removable, preformed, retroreflective pavement markings shall consist of a highly reflective, enclosed lens white or yellow film with a thin, flexible, conformable backing which is precoated with a pressure sensitive adhesive.

The enclosed lens white and yellow films shall have the following initial minimum reflectance values under dry and wet conditions at 1.05° observation angle and 88.76° entrance angle. These angles represent a simulated driver viewing geometry at 30 meters distance. The photometric quantity to be measured shall be the coefficient of retroreflected luminance ( $R_L$ ), and shall be expressed as millicandelas per square foot per foot candle [ $(\text{mcd}/\text{ft}^2)/\text{fc}^{-1}$ ]. Values measured under dry conditions will be in accordance with the testing procedure of ASTM D 4061. Values measured under wet conditions will be in accordance with the testing procedure of ASTM E 1710 using a portable retroreflectometer capable of measuring at 30 meters geometry. As per CEN Standard EN 1436 Annex B.6, the wet test condition is created using clean water poured from a bucket of approximately 10 liters capacity from a height of approximately 0.5 m above the surface. Water is poured evenly along the test surface so that the measuring field and its surrounding area is momentarily flooded by a crest of water. The coefficient of retroreflected luminance ( $R_L$ ) in condition of wetness shall be measured under the test condition one (1) minute after the water has been poured.

Visually, the reflective performance shall be similar whether the material is dry or wet.

The angular aperture of both the photoreceptor and light projector shall be 6 minutes of arc. The reference center shall be the geometric center of the sample and the reference axis shall be taken perpendicular to the test sample.

	White	Yellow
Entrance Angle	88.76°	88.76°
Observation Angle	1.05°	1.05°
Retroreflected Luminance $R_L[(\text{mcd}/\text{ft}^2)/\text{fc}^{-1}]$	750	450

The manufacturer shall be required to demonstrate that the properly applied pavement marking adheres to the roadway under climatic and traffic conditions normally encountered in the construction work zone.

The marking film shall be removable from asphalt concrete and Portland cement concrete intact or in large pieces, at temperatures above freezing without the use of heat, solvents, grinding or blasting without permanently scarring the roadway surface.

The surface of the markings when new provides an average skid resistance value of 50 BPN when tested according to ASTM E 303.

Pavement markings in construction work zones shall be placed in accordance with the following provisions:

At the end of each day's work, pavement markings shall be in place on each paving lift that is open to normal traffic flow. Materials requiring removal shall be specified above, and marking configurations shall be in accordance with the Manual on Uniform Traffic Control Devices.

The pavement markings shall be maintained and replaced by the Contractor without additional compensation until they have served their purpose, at which time the Contractor shall remove them.

Pavement markings shall be applied to clean, dry surfaces in accordance with the manufacturer's installation instructions or a method approved by the Director of Maintenance.

**102-3.3.3 Certification:** Furnish the Director of Maintenance certified test reports showing the work zone pavement marking material and adhesive supplied meets the applicable specification. Each certification shall cover only one type. Due to the wide range of application of the products within some types, the certification shall state that the product is recommended for that specific project location, and specific use.



### **102-3.4 Temporary Glare Screen:**

**102-3.4.1 General:** Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the Plans.

**102-3.4.2 Design and Installation:** Meet the following requirements:

(a) Glare screen units shall be manufactured in lengths such that when installed the joint between barrier sections will not be spanned by any one modular unit. Color shall be green, similar to Federal Color Standard 595-34227.

(b) Blades, rails and/or posts shall be manufactured from polyethylene, fiberglass, plastic, polyester or polystyrene, and be ultraviolet stabilized and inert to all normal atmospheric conditions and temperature ranges found in Florida.

(c) For paddle type designs, the blade width shall not be less than 6 inches, nor more than 9 inches. Blades or screen for individual or modular systems shall be 24 to 30 inches high and capable of being locked down at an angle and spacing to provide a cut-off angle not less than 20 degrees.

(d) For glare screen mounted on temporary barrier wall, a strip (6 by 12 inches) of reflective sheeting as specified in 994-2 shall be placed on a panel, centered in each barrier section (at a spacing not to exceed 15 feet and positioned in such a manner as to permit total right angle observation by parallel traffic. When glare screen is utilized on temporary concrete barriers, warning lights will not be required.

(e) Anchorage of the glare screen to the concrete barrier shall be capable of safely resisting an equivalent tensile load of 600 lb/ft of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

(f) Prior to approval an impact test shall be performed by the manufacturer to verify the safety performance of the proposed system. The minimum impact strength of the posts, blades, rail and the barrier attachment design shall be sufficient to prevent the unit from separating from the barrier when impacted by a 3 inch outside diameter steel pipe traveling at 30 mph and impacting mid-height on the glare screen assembly.

(g) All hardware shall be galvanized in accordance with ASTM A 123 or stainless steel in accordance with AISI 302/305.

**102-3.4.3 Certification:** Furnish certified test reports including all applicable test methods stating that the materials comply with the requirements of this specification.

**102-3.4.4 Qualified Products List (QPL):** Manufactured glare screen systems may be modular or individual units listed on the Qualified Products List. A field impact test may be required by the Manufacturer to verify continual compliance with these Specifications.

**102-3.5 Work Zone Signs:** Work Zone Sign Panels include all Warning and Temporary Regulatory Signs, as identified in the MUTCD and the FDOT Design Standards, Index 600. Obtain manufacturer certification that the Work Zone signs meet the requirements of the FDOT Design Standards, MUTCD, and this Section. Provide signing in accordance with the FDOT Design Standards, unless otherwise shown in the plans.

**102-3.5.1 Temporary Regulatory Signs:** Provide signs with dimensions of 4 foot by 4 foot. For all other facilities, provide signs having minimum dimensions of 2 foot by 2.5 foot.

**102-3.6 Truck Mounted Attenuators:** Use Truck Mounted Attenuators (TMA), when called for in the Design Standards. Use truck mounted attenuator systems designed and constructed to slow impacting vehicles, and dissipate the vehicle's kinetic energy and bring the errant vehicle to a safe and controlled stop. Use systems designed and constructed for installation at the rear of trucks with a Gross Vehicular Weight of 15,000 pounds (actual weight) or more meeting the requirements of the manufacturer of the TMA. If adding supplemental weight to the vehicles as ballast is necessary, use only dry loose sand.

The TMA will provide a safety device between approaching vehicular traffic and the work zone when properly attached. Use like new units that are in current production, or updates of existing models as approved by CFX.

Use truck mounted attenuators rated at 45 mph or 60 mph design speeds. Base utilization of TMAs on the posted speed limit. Restrict a TMA rated for 45 mph to use on roadways with posted speed limits of 45 mph or less and prohibit from use on freeways. A TMA rated for 60 mph may be utilized on all freeways or roadways with posted speed limits greater than 45 mph.

Equip the TMA cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Ensure that the complete unit is painted DOT yellow (Fed. Std. 595 b, No. 13538). Stripe the rear facing of the cartridge in the operating position with the alternating 6 inch white and 6 inch safety orange 45 degree striping to form an inverted "V" at the center of the unit and slope down and toward the outside of the unit, in both directions from the center. The bottom of the cartridge shall have the same pattern, covering the entire bottom, with 6 inch white and 6 inch safety orange stripes. Use Type III reflectorized sheeting for striping.

Obtain certified test reports from the TMA manufacturer showing the attenuator meets all requirements set by the National Cooperative Highway Research Program, Report 350. Certification shall include drawings and calculations signed and sealed by a Professional

Engineer registered in the State of Florida for each model. Limit TMAs to those items listed on the Qualified Products List.

The trucks and truck mounted impact attenuators will not be paid for separately, but will be included in the lump sum cost of maintenance of the roadway.

#### **102-4 Detours.**

**102-4.1 General:** Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.

**102-4.2 Standards of Construction:** Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where the Plans call for CFX to furnish detour bridge components, construct the pile bents in accordance with the FDOT Structures Design Office Standard Drawings, Index No. 300 and 301, unless otherwise authorized by the Director of Maintenance.

Submit a letter with the following: company name, phone number, office address, project contact person, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Director of Maintenance at least 30 calendar days prior to the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt of letter, the Director of Maintenance will, within ten calendar days provide an approved material list to the Contractor and the appropriate CFX storage site. Provide a letter with an original company seal, identifying the representative with authority to pick up components, to the Director of Maintenance at least ten calendar days prior to the proposed pick-up date. CFX is not obligated to load the bridge components without this notice. At the time of issuance the Contractor's representative shall sign for each item loaded.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Director of Maintenance in writing at least ten calendar days prior to returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components.

The Contractor shall provide a crane and an operator at the storage facility to load and unload the bridge components and furnish all other labor and equipment required for loading and unloading the components.

The Director of Maintenance will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The Tickets must be signed by the Director of Maintenance and Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. Repack components that are not packed in compliance with these instructions.

Assume responsibility for any shortage or damage to the bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Contractor shall furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 ft<sup>3</sup> /minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Perform scabbling when determined necessary by the Director of Maintenance.

Return the bridge components to the designated storage facility beginning no later than ten calendar days after the date the detour bridge is no longer needed, or the date the new bridge is placed in service, whichever is earlier. Return the detour bridging at an average of not less than 200 feet per week.

**102-4.3 Materials:** Provide all materials for the construction and maintenance of all detours, except that, where the plans call for CFX to provide borrow or other material pits, the Director of Maintenance will allow the Contractor to obtain material from these pits for the detour. CFX will make no separate payment for materials used from these pits to construct detours.

**102-4.4 Construction Methods:** Do not apply the requirements of the Standard Specifications pertaining to construction and material details to detour construction. Select and use construction methods and materials that shall provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

**102-4.5 Removal of Detours:** Remove temporary detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for materials which might be on loan from CFX with the stipulation that they be returned.

## **102-5 Calcium Chloride for Dust Control.**

**102-5.1 General:** The Director of Maintenance will direct the locations and the time of using calcium chloride for dust control.

**102-5.2 Equipment:** Apply the calcium chloride using any spreader capable of such adjustment and control that the quantity of calcium chloride applied in any 25 foot length of road does not vary more than 10% from the quantity intended for that length. Do not use rotary-type spreaders,

as they are not considered capable of proper control. Use equipment to apply water that is capable of applying the water uniformly within the limitations of moisture required.

### **102-5.3 Application:**

**102-5.3.1 Weather Limitations:** Even if previously ordered by the Director of Maintenance, do not treat surfaces when raining or when the moisture condition exceeds that for proper application of the calcium chloride as determined by the Director of Maintenance.

**102-5.3.2 Preparation for Treatment:** Level the subgrade, base materials, or other surface to be treated to a smooth grade and crown or shape the surface to effect adequate drainage. When so directed, moisten the surface prior to application of the material.

**102-5.3.3 Rate of Application:** The Director of Maintenance will specify the actual rate at which to uniformly spread the material. Apply the flakes at a rate between 1.0 and 1.25 lbs/sq.yd. of surface, and pellets at a rate between 0.80 and 1.0 lb/sq. yd.

**102-5.3.4 Subsequent Applications:** If subsequent applications are required over a previously treated area which has previously been treated, make such applications at a rate of approximately 0.75 lb/sq. yd. for flakes and 0.6 lb/sq. yd. for pellets.

**102-5.3.5 Protection from Traffic:** Do not allow traffic on the treated surface until two hours after application.

### **102-6 Materials for Driveway Maintenance.**

**102-6.1 General:** Place material in driveways to residences and businesses to provide safe, stable, and reasonable access.

**102-6.2 Materials:** Provide material of the type typically used for base and having stability and drainage properties that will provide a firm surface under wet conditions.

**102-6.3 Construction Methods:** Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

END OF SECTION

## **SECTION 561 COATING EXISTING STRUCTURAL STEEL**

### **561-1 Description.**

Coat existing structural steel in accordance with the requirements of this Section by removing and replacing the existing coating or overcoating the existing coating as stated in the Contract Documents.

### **561-2 Materials.**

**561-2.1 Coating Systems:** For removal and replacement systems, use coating products and systems meeting the requirements of Section 975 and are listed on the Department's Approved Product List (APL).

For overcoating systems, use products and systems as designated in the Contract Documents. Submit product data sheets and product Material Safety Data Sheets (MSDS), or in lieu of MSDS, submit test reports showing percent weight compositional analysis, Chemical Abstract Number, American Conference of Governmental Industrial Hygienists (ACGIH) time weighted average and ceiling exposure limits for all components, and lower and upper explosive limits, flash point, boiling point, amount of volatile organic compounds by weight, and specific gravity for each component of the coating system.

**561-2.2 Thinners, Solvents and Cleaners:** Meet the requirements of 560-2.2. In addition, for overcoating systems, use thinners, solvents, and cleaners that do not damage the existing coating system.

**561-2.3 Caulking:** Meet the requirements of 560-2.3.

**561-2.4 Soluble Salts Test Kit:** Meet the requirements of 560-2.4.

**561-2.5 Abrasives:** Meet the requirements of 560-2.5.

**561-2.6 Rust Preventative Compound:** Meet the requirements of 560-2.6.

**561-2.7 Storage:** Meet the requirements of 560-2.7.

### **561-3 Equipment.**

**561-3.1 Compressed Air:** Meet the requirements of 560-3.1.

**561-3.2 Abrasive Blasting System:** Meet the requirements of 560-3.2.

**561-3.3 Coating Application System:** Meet the requirements of 560-3.3.

### **561-4 Quality Control (QC).**

**561-4.1 Field Preparation and Application:** Provide a current Corporate Q C Plan approved by SSPC under the SSPC QP1 and SSPC QP2 certifications as appropriate and a site specific Coating Plan to the Engineer at least 14 calendar days prior to beginning coatings work. Do not begin coatings work until the site specific Coating Plan has been approved by the Engineer.

Prepare a traffic control plan for each phase of construction activities signed and sealed by the Contractor's Engineer of Record in accordance with the Roadway Plans Preparation Manual. Do not begin work until the traffic control plan is approved by the Engineer. Maintain traffic in accordance with Section 102.

For work over navigable waters, submit a work plan to the United States Coast Guard including any scheduled restrictions to navigation channels or marine traffic. Obtain Coast Guard approval at least 30 days in advance of any restrictions.

**561-4.2 Inspection:** Meet the requirements of 560-5.3.

#### **561-5 Qualifications.**

**561-5.1 Field Contractor:** Meet the requirements of 560-6.2.

**561-5.2 Quality Control (QC) Inspectors:** Meet the requirements of 560-6.3.

**561-5.3 Certifications:** Meet the requirements of 560-6.4.

#### **561-6 Surface Preparation.**

**561-6.1 General:** When portions of the existing coating are designated in the Contract Documents to be removed and replaced, clean, wash, test and remove soluble salts, and abrasive blast or hand and power tool clean to remove all existing coating and corrosion in the intended locations. Feather back the edges of all existing coating to remain a minimum of 3 inches around the area of existing coating removed to provide a smooth transition. Verify the edges of the existing coating are intact by probing with a dull putty knife in accordance with SSPC SP 2. Roughen the existing coating in the feathered area to ensure proper adhesion of the new coating. Notify the Engineer immediately when any structural steel appears to be defective.

When the existing coating is to remain, clean, wash, and test and remove soluble salts.

Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants. Sequence the surface preparations and coating operations so that freshly applied coatings will not be contaminated by dust or foreign matter. Protect all equipment and adjacent surfaces not to be coated from surface preparation operations. Protect working mechanisms against intrusion of abrasive. In the event that any rusting or contamination occurs after the completion of the surface preparation, prepare the surfaces again to the initial requirements. Perform surface preparation work only when the temperature of the steel surface is at least 5°F above the dew point temperature.

**561-6.2 Mechanical Removal of Surface Defects:** Meet the requirements of 560-7.2. In addition, remove all pack rust prior to solvent cleaning.

**561-6.3 Cleaning:** Meet the requirements of 560-7.3.

**561-6.4 Washing:** Meet the requirements of 560-7.4.

**561-6.5 Soluble Salts Detection and Removal:** Meet the requirements of 560-7.5 except test five random locations in the first 1000 square feet and one random location for each subsequent 1000 square feet.

**561-6.6 Abrasive Blast Cleaning:** Meet the requirements of 560-7.6.

**561-6.7 Hand and Power Tool Cleaning:** Prepare steel by power and hand tool cleaning as defined in SSPC SP 11, SSPC SP 3, and SSPC SP 2 as stated in the Contract Documents. Use SSPC VIS 3 as an aid in establishing cleanliness.

#### **561-7 Surfaces Not to be Coated.**

**561-7.1 Galvanized Surfaces:** Meet the requirements of 560-8.1.

**561-7.2 Machine Finished Surfaces:** Meet the requirements of 560-8.4.

#### **561-8 Application.**

**561-8.1 General:** Apply a complete coating system to all structural steel surfaces except surfaces indicated in 561-7.

Prior to the application of any coating, inspect the substrate for contamination and defects, and prepare the surface in accordance with 561-6 before application of the next coat.



Apply each coat including a stripe coat in a color that contrasts with the substrate or preceding coat. For exterior surfaces, apply a finish coat color meeting FED-STD-595, Shade 36622, unless otherwise specified in the Contract Documents.

**561-8.2 Weather and Temperature Limitations:** Meet the requirements of 560-9.2.

**561-8.3 Sealing Using Caulk:** Meet the requirements of 560-9.3.

**561-8.4 Protection of Adjacent Surfaces:** Meet the requirements of 560-9.4.

**561-8.5 Mixing and Thinning:** Meet the requirements of 560-9.5.

**561-8.6 Application Methods:** Meet the requirements of 560-9.6.

**561-8.7 Stripe Coating:** Meet the requirements of 560-9.7.

**561-8.8 Thickness of Coats:** Meet the requirements of 560-9.8.

**561-8.9 Coating Drying, and Curing:** Apply coatings within the time specified by the coating manufacturer's product data sheet for drying and recoating. Before handling, test for cure in accordance with the manufacturer's recommended method. Meet the requirements of ASTM D5402 for organic zinc primers when the manufacturer's technical data sheet does not state a specified cure test. Obtain the acceptance criteria from the coating manufacturer and report the results to the Engineer.

**561-8.10 Coating Finish:** Meet the requirements of 560-9.10.

#### **561-9 Touchup and Repair.**

Clean and coat all welds, rivets, bolts, and all damaged or defective coating and rusted areas in accordance with 561-6 and 561-8. Upon approval by the Engineer, aluminum mastic may be used in accordance with the manufacturer's recommendations. Aluminum mastic must contain aluminum pigment and minimum 80% volume solids.

#### **561-10 Protection of the Environment, Public, and Workers.**

**561-10.1 General:** Establish plans and programs to protect the environment, public, contractor employees, other workers, and property from overspray, exposure to toxic heavy metals and the release and emission of hazardous materials and nuisance dusts. Include in such plans and programs a procedure for the receipt, processing, evaluation and timely written response for claims by the public for damage resulting from the foregoing work. Provide the Department with copies of any written response which denies such damage claims. Conduct all coating application and removal operations in compliance with EPA, OSHA, and other applicable Federal, State and local regulations. Provide a contingency plan for the remediation of water and land in the event of contamination by solid or liquid paint and contaminated water.

**561-10.2 Environmental Protection:** Prepare and submit to the Engineer, plans and programs for the protection of the environment and public based on the applicable EPA requirements, the requirements of this Section, and the Contract Documents. Include plans and programs for the protection of the air, soil/ground, and water.

**561-10.2.1 Pollution Control:** Submit a written pollution control and monitoring plan at the preconstruction meeting or as directed by the Engineer which clearly describes the means for complying with all Local, State and Federal regulations including pollution control provisions specified herein. The written plan must be in accordance with SSPC Project Design: Industrial Lead Paint Removal Handbook, Volume II, Phase 6, Environmental Monitoring, and specifically include, but not be limited to, providing a scaled map of the work site layout showing the proposed number and location of soil sampling, Total Suspended Particulate (TSP) monitoring sites, waste storage areas, staging areas, temporary waste storage areas, and ambient air and personnel sampling frequency.



Comply with all applicable Federal, State, and Local rules and regulations. Immediately cease all operations in the event a violation of any environmental regulation or a failure to properly execute any pollution control provisions occurs. Resume operations after written proposed corrective procedures have been submitted to and approved by the Engineer and implemented.

**561-10.2.2 Permits:** Submit all required permits from all applicable regulatory agencies to the Engineer prior to the commencement of any work. Seek permit determination from these regulatory agencies to avoid any potential permit non-compliance issues during work activities. The Contractor is responsible for all liability resulting from non-compliance with pertinent rules and regulations including permit requirements.

**561-10.2.3 Ambient Air Quality Compliance and Protection of the Air:**

**561-10.2.3.1 Visible Emissions:** Assess the visible emissions using EPA Method 22, Timing of Emissions as defined by 40 CFR 60, Appendix A, Standards of Performance for New Stationary Sources. During abrasive blasting, do not allow visible emissions from a containment to exceed a random cumulative duration of more than one percent of the workday (SSPC Guide 6, Level 1 Emissions). During pressurized water cleaning, do not allow visible emissions from a containment to exceed a random cumulative duration of more than ten percent of the workday (SSPC Guide 6, Level 3 Emissions).

**561-10.2.3.2 Total Suspended Particulate (TSP) Matter:** Control emissions from the containment area to prevent exceeding the TSP lead of  $1.5 \mu\text{g}/\text{m}^3$  over a 90 day period, or the daily and adjusted daily allowances of SSPC-TU 7. Conduct TSP Lead monitoring in accordance with 40 CFR 50, Appendix B, Reference Method for Determination of TSP Matter in the Atmosphere (high volume sampler required), and 40 CFR 50, Appendix G, Reference Method for Determination of TSP Matter Collected from Ambient Air. Position the TSP lead monitoring equipment in general accordance with 40 CFR 58, Ambient Air Quality Surveillance.

When lead is present in the coating, perform TSP Lead background monitoring for a period of 3 days prior to the beginning of abrasive blast cleaning operations. Submit the results from background monitoring and the first week of monitoring during abrasive blast cleaning to the Engineer for review within 5 calendar days after the first week of work. Continue monitoring unless otherwise directed by the Engineer.

**561-10.2.3.3 Regulated Area:** Establish a regulated area around the work site to prohibit unauthorized persons from areas where exposure to hazardous airborne metals may exceed the following action levels:

Airborne Metals	Action Level
Lead	$30 \mu\text{g}/\text{m}^3$
Cadmium	$2.5 \mu\text{g}/\text{m}^3$
Arsenic	$5 \mu\text{g}/\text{m}^3$
Hexavalent Chromium ( $\text{Cr}^{6+}$ )	$2.5 \mu\text{g}/\text{m}^3$

Conduct monitoring in accordance with the National Institute for Occupational Safety and Health (NIOSH) procedures upon initiation of dust producing operations and submit the test results to the Engineer within 72 hours of sampling. Report sample results as eight-hour Time Weighted Averages (TWA). Reestablish the regulated area and perform additional sampling when the results exceed the action levels or when directed by the

Engineer. Document all pertinent data in a field logbook. Position air-sampling pumps around the project perimeter where the public or personnel can approach the work area. Place sampler inlets at breathing height. Clearly mark the regulated area by the use of warning signs, rope, barrier tape, or temporary construction fencing.

**561-10.2.4 Soil/Ground Quality:** Inspect the ground beneath and in proximity to the structure in the presence of the Engineer for visible paint chips to establish an initial job site cleanliness standard. When heavy metals are in the existing coatings, test soil samples prior to the beginning of operations and after project completion for heavy metals. Document the number and specific locations where the initial samples are taken as outlined in the SSPC Project Design-Industrial Lead Paint Removal Handbook, Volume 2 to ensure the post samples are collected from the same locations. Submit all samples to the Engineer for review. If the project activities increase the heavy metal content in soil to more than 20% above the pre-job geometric mean or 100% at any one location, return the site to the pre-job levels. Conduct additional soil testing as necessary to determine the extent of contamination.

For structures less than 14 feet minimum height, take one sample north, south, east, and west (where soil is present) of the structure. If the structure is longer than 14 feet, take one additional sample for every 14 feet in length.

For structures greater than 14 feet minimum height, take two samples north, south, east, and west (where soil is present) of the structure. Locate the inner row of samples within 14 feet of the structure. Locate the outer row of samples at a distance equal to the height of the structure. If the structure is longer than 14 feet, take one additional sample for every 14 feet in length.

In addition, submit a pre- and post- soil sampling plan for storage areas identifying the sample location, depth, analyses list, lab certification, and turnaround time. Once approved by the Engineer, submit sampling results along with a scaled drawing indicating designated sample locations.

**561-10.2.5 Water Quality:** Do not release, discharge or otherwise cause hazardous materials, debris, waste, or paint chips to enter the water. Protect against releases due to rain and methods of surface preparation from reaching rivers, streams, lakes, storm drains, or other bodies of water.

**561-10.3 Containment System:** Submit a written containment system design plan in accordance with this section and the contract documents at the pre-construction conference or as directed by the Engineer which clearly describes the proposed containment system applicable to the intended removal method and in accordance with the requirements outlined herein and SSPC Guide 6, Guide for Containing Debris Generated During Paint Removal Activities. Ensure the plan includes, but is not limited to, removal method; methods for collecting debris; and containment enclosure components. Use fire retardant materials. Provide containment drawings, calculations, assumptions, ventilation criteria if applicable, and a structural analysis that verifies the existing structure can withstand the additional dead, live and wind loads imposed by the containment system, signed and sealed by a Specialty Engineer. However, for more complex structures incorporating cables stayed, suspension, or truss designs, the analysis must be performed by the Contractor's Engineer of Record qualified in Type Work Category 4.3, Complex Bridge Design. Provide a contingency plan addressing natural weather events such as tropical storms and hurricanes. Ensure the lighting inside the containment is in accordance with SSPC Guide 12, Guide for Illumination of Industrial Painting Projects. Provide lighting to a minimum intensity of 10 ft-cd for general, 20 ft-cd for work, and 50 ft-cd for inspection. All

drawings and calculations must be submitted and accepted before any work begins. Include a clear description of the ventilation system components and information including the fan curve and design point on the proposed dust collector. Design to provide ventilation according to the notes provided in SSPC Guide 6: 100 feet per minute for cross draft and 50-60 feet per minute for downdraft.

Isolate the immediate area of the structure to ensure compliance with current and permit requirements for air, water, soil, and pollution prevention. Protect the containment system from vehicular and pedestrian traffic. Ensure paint, paint chips, or other debris will not fall outside of the containment area under any circumstances. Repair any damage created by fastening, bracing, or handling the scaffolding and staging. If a suspended platform is constructed, use rigid or flexible materials as needed to create an air and dust impenetrable enclosure. Verify that the platform and its components are designed and constructed to support at least four times its maximum intended load without failure, with wire cables capable of supporting at least six times their maximum intended load without failure. Strictly comply with all applicable OSHA regulations regarding scaffolding. The category and class of containment shall be as required in the Contract Documents.

**561-10.4 Protection of Adjacent Areas:** Protect all areas adjacent to abrasive blast cleaning, including machinery and deck grating. Before the commencement of any cleaning and coating operations, provide a control plan for the protection of adjacent surfaces from damage by nearby blasting and coating to the Engineer for review. Repair any damage to adjacent areas. The repair procedure must be submitted to the Engineer for acceptance prior to any remediation.

**561-10.5 Worker Protection:** Comply with the requirements of OSHA 29 CFR 1926 and applicable portions of 29 CFR 1910. Include specific programs as required by 29 CFR 1926.62 (lead), 29 CFR 1926.1118 (inorganic arsenic), 29 CFR 1926.1126 (hexavalent chromium), and 29 CFR 1926.1127 (cadmium) when these hazardous agents are present. Implement appropriate safety procedures for all hazards on the job site whether specifically identified herein or not.

#### **561-11 Waste Handling and Management.**

**561-11.1 General:** Prepare a waste management program plan which addresses the applicable requirements from EPA regulations for hazardous waste management and the Contract Documents. Include provisions for the handling and disposal of non hazardous waste. Dispose of all waste in accordance with all federal, state, and local laws and regulations.

**561-11.2 Collection and Handling of Waste:** Properly classify, package, and store all paint removal debris, both solid and liquid in accordance with SSPC Guide 7, Guide for the Disposal of Lead-Contaminated Surface Preparation Debris, the Federal Water Pollution Control Act with amendments, and all other current government regulations and guidelines. Comply with the Resource Conservation and Recovery Act to include, at a minimum, CFR 40 260 through CFR 40 268. Prior to identification and storage, separate solid and liquid waste, and separate individual waste streams.

**561-11.3 Testing and Analysis:** Laboratory analyses for all waste stream and environmental samples shall be conducted by an EPA certified, independent laboratory with an approved Quality Assurance Plan. Laboratory analyses for worker monitoring and regulated area samples shall be conducted by an American Industrial Hygiene Association (AIHA) metals accredited laboratory. Provide a copy of all sampling and test reports no later than 72 hours after collection of samples.



**561-11.4 Waste Identification:** Collect samples in accordance with EPA SW 846, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods. Use a random and representative sampling technique. Collect a minimum of four representative samples of each waste stream. These waste streams include, but are not limited to, water, paint chips, dust, and paint chips mixed with disposable abrasives and debris. Complete the initial sampling of each waste stream immediately upon filling the first drum, but do not allow waste to accumulate for longer than 7 days before sampling.

After the representative samples are collected, send them immediately to the EPA certified laboratory for analysis. Unless otherwise directed by the Engineer, required by State regulations, or required by the waste recycling or disposal facility, once each waste stream is sampled, tested, and classified, additional sampling and analysis are not required for subsequent shipments unless the waste stream changes. Submit samples to an approved laboratory to be tested for arsenic, barium, cadmium, hexavalent chromium, lead, mercury, selenium, and silver in accordance with EPA Method 3050 and Method 6010 (content) and EPA Method 1311, Toxicity Characteristics Leaching Procedures (TCLP). Clearly label each sample with sample number, date and time of sampling, name of collector, and location of collection.

Maintain chain of custody forms for each sample. Enter each sample on a sample analysis request form. Enter sample numbers, type of waste, amount of each sample, distribution of samples, signature and all other information into field logbook.

**561-11.5 Waste Storage:** Collect waste from the control devices, equipment, and all work surfaces on a daily basis. Keep hazardous and non-hazardous waste separate. Do not mix blasting debris with any other type of waste. Place waste in approved storage drums.

Locate all hazardous waste within a regulated area. The maximum weight for each drum, when filled, is 821 pounds. Properly seal and label all drums. Transport waste storage drums to a secured, marked, temporary storage area. Locate the temporary storage area on well-drained ground not susceptible to flooding or storm water run-off. Place drums on a pallet and cover with fiber reinforced, impermeable tarpaulins. Store drums no more than two drums wide and two drums high. Arrange drums so that labels are easily readable. Do not store waste in the temporary storage area longer than 90 days.

**561-11.6 Waste Disposal:** Transport, treat and dispose of all hazardous and non-hazardous waste. Notify the Engineer a minimum of three weeks prior to the date of shipment of any waste to an off-site facility. Provide the Engineer with documentation that the receiving disposal facilities are properly licensed. Provide manifests for all hazardous and non-hazardous waste shipments. Identify any waste disposal subcontractors and provide a copy of their licensing to perform waste disposal and transport operations.

**561-11.7 Permits:** The Contractor is responsible for all liability resulting from non-compliance with pertinent rules and regulations including permit requirements.

**Attachment 21**  
**RAILROAD CROSSING MAINTENANCE**

**1.0 Description**

- 1.1 The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to maintain the railroad crossing 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).

Contractor shall be responsible for the maintenance of the automatic grade crossing traffic control devices, the highway roadbed and the portion of the highway lying between the width of the rail ties at the crossing, but not the track bed and rail components.

Inspections of the crossing shall be performed no less than once a month. Contractor shall maintain the highway roadbed referred to above and the signals at the crossing, including crossing gates in accordance with accepted industry practices and all applicable local, state and federal statutes. A copy of each monthly inspection checklist shall be submitted to the Director of Maintenance within 5 days after completion of the inspection.

**2.0 Location**

- 2.1 The railroad crossing, FDOT Crossing No. 621659G (single track), located on the Orlando Utilities Stanton Energy Line, south of SR 528 at International Corporate Parkway, crossing the CFX on/off ramp.

**3.0 Notification**

- 3.1 Contractor shall notify the Director of Maintenance promptly whenever signals have been repaired and returned to normal operation.


END OF SECTION

**CONSENT AGENDA ITEM  
#11**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 15, 2022

SUBJECT: Approval of B&B Outdoor Services, LLC as a Subcontractor to Louis Berger Hawthorne Services, Inc. for Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453  
Contract No. 001821

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Board approval of B&B Outdoor Services, LLC as a subcontractor to Louis Berger Hawthorne Services, Inc. to provide slope repair, drainage repair and tree trimming is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:



Don Budnovich, PE  
Director of Maintenance



Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services

Date: August 4, 2022

CFX Contract Name: Roadway and Bridge Maintenance Services SR429, SR414, SR451 and SR453

CFX Contract No.: 01821

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: B&B Outdoor Services, LLC

Address: PO Box 805, Pierson, FL 32180 / 335 W. Washington Ave., Pierson, FL 32180

Phone No.: (386)736-4000

Federal Employee ID No.: 45-4745951

Description of Services to Be Sublet: Front slope repair, drainage repair, and tree trimming

Estimated Beginning Date of Sublet Services: October 1, 2022

Estimated Completion Date of Sublet Services: April 30, 2027

Estimated Value of Sublet Services\*: \$225,000.01

\*(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)

Project manager, LBHS

Title

Recommended by: \_\_\_\_\_

(Signature of Appropriate CFX Director/Manager)

Date: Aug 12, 2022

Approved by: \_\_\_\_\_

Glenn Pressimone  
Glenn Pressimone (Aug 12, 2022 16:45 EDT)

(Signature of Appropriate Services Chief)

Date: Aug 12, 2022

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.




**CONSENT AGENDA ITEM  
#12**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams   
Director of Procurement


DATE: August 18, 2022

SUBJECT: Approval of Subcontractors to Louis Berger Hawthorne Services, Inc. for  
Systemwide Facilities Maintenance Services  
Contract No. 001910

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Board approval of Skyline Elevator, Inc., Tecta America Corp. (dba Tecta America Southeast, LLC), Arrow Exterminators Inc. (dba Stark Exterminators), Modern Plumbing Industries, Inc., Cummins, Inc. (dba Cummins Sales and Service), ACF Standby Systems, LLC and ABM Industries, Inc. (dba ABM Building Services LLC) as subcontractors to Louis Berger Hawthorne Services, Inc. to provide elevator services, roof maintenance, pest control, plumbing services, generator, generator repair services and HVAC services is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:   
Don Budnovich, PE  
Director of Maintenance

  
Glenn Pressimone, PE

REVISED

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. CFX Date: 8/1/2022

Contract Name: Systemwide Facilities Maintenance Services CFX Contract No.: 001910

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: Skyline Elevator Inc

Address: P.O. Box 850, Groveland, FL 34736

Phone No.: 352-429-7688

Federal Employee ID No.: 26-1258219

Description of Services to Be Sublet: Elevator Services

Estimated Beginning Date of Sublet Services: 8/1/2022

Estimated Completion Date of Sublet Services: 7/31/2027

Estimated Value of Sublet Services\*: \$92,066.00

\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: Rita Charles (For Wendy Joinville)  
(Signature of Consultant/Contractor Representative)

Office Manager  
Title

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

Date: Aug 19, 2022

Approved by: Glenn Pressimone  
Glenn Pressimone (Aug 19, 2022 16:45 EDT)  
(Signature of Appropriate Services Chief)

Date: Aug 19, 2022

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

REVISED

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. CFX Date: 8/1/2022

Contract Name: Systemwide Facilities Maintenance Services CFX Contract No.: 001910

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: Tecta America Corp. (dba Tecta America Southeast, LLC)

Address: 588 Monroe Road, Sanford, FL. 32771

Phone No.: 321-275-0927

Federal Employee ID No.: 20-2141268

Description of Services to Be Sublet: Roof Maintenance

Estimated Beginning Date of Sublet Services: 8/1/2022

Estimated Completion Date of Sublet Services: 7/31/2027

Estimated Value of Sublet Services\*: \$104,620.00

\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: Rita Charles (For Wendy Joinville)  
(Signature of Consultant/Contractor Representative)

Office Manager  
Title

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

Date: Aug 19, 2022

Approved by: Glenn Pressimone  
Glenn Pressimone (Aug 19, 2022 16:43 EDT)  
(Signature of Appropriate Services Chief)

Date: Aug 19, 2022

**Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.**

REVISED

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. CFX Date: 8/1/2022

Contract Name: Systemwide Facilities Maintenance Services CFX Contract No.: 001910

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: Arrow Exterminators Inc. dba Stark Exterminators

Address: 8613 Roswell Rd. Bldg. 4, Atlanta, Georgia 30350

Phone No.: 1-800-532-5266

Federal Employee ID No.: 58-1024782

Description of Services to Be Sublet: Pest Control

Estimated Beginning Date of Sublet Services: 8/1/2022

Estimated Completion Date of Sublet Services: 7/31/2027

Estimated Value of Sublet Services\*: \$ 45,408.00

\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: Rita Charles (For Wendy Joinville)  
(Signature of Consultant/Contractor Representative)

Office Manager  
Title

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

Date: Aug 19, 2022

Approved by: Glenn Pressimone  
Glenn Pressimone (Aug 19, 2022 16:44 EDT)  
(Signature of Appropriate Services Chief)

Date: Aug 19, 2022

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

REVISED

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. CFX Date: 8/1/2022

Contract Name: Systemwide Facilities Maintenance Services CFX Contract No.: 001910

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: Modern Plumbing Industries, Inc.

Address: 255 Old Sanford Oviedo Road, Winter Springs, FL 32708

Phone No.: 407-327-6000

Federal Employee ID No.: 59-1884437

Description of Services to Be Sublet: Plumbing Services

Estimated Beginning Date of Sublet Services: 8/1/2022

Estimated Completion Date of Sublet Services: 7/31/2027

Estimated Value of Sublet Services\*: \$58,818.00

\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: Rita Charles (For Wendy Joinville)  
(Signature of Consultant/Contractor Representative)

Office Manager  
Title

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

Date: Aug 19, 2022

Approved by: Glenn Pressimone  
Glenn Pressimone (Aug 19, 2022 16:47 EDT)  
(Signature of Appropriate Services Chief)

Date: Aug 19, 2022

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

REVISED

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. Date: 8/1/2022

CFX Contract Name: Central Florida Expressway Authority CFX Contract No.: 001910

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: Cummins Inc. (dba Cummins Sales and Service)

Address: 500 Jackson Street, Columbus, IN 47201

Phone No.: 407-535-4904

Federal Employee ID No.: 35-0257090

Description of Services to Be Sublet: Generator Services

Estimated Beginning Date of Sublet Services: 8/1/2022

Estimated Completion Date of Sublet Services: 7/31/2027

Estimated Value of Sublet Services\*: \$93,600.00

\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: Rita Charles (For Wendy Joinville)  
(Signature of Consultant/Contractor Representative)

Office Manager

Title

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

Date: Aug 19, 2022

Approved by: Glenn Pressimone  
Glenn Pressimone (Aug 19, 2022 17:06 EDT)  
(Signature of Appropriate Services Chief)

Date: Aug 19, 2022

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

REVISED  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. CFX Date: 8/1/2022

Contract Name: Systemwide Facilities Maintenance services CFX Contract No.: 001910

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: ACF Standby Systems, LLC (Formerly Known As ACF Powergen, LLC)

Address: 9311 Solar Drive, Tampa, Florida 33619

Phone No.: 813-621-9671

Federal Employee ID No.: 26-1240400

Description of Services to Be Sublet: Generator Repair Services

Estimated Beginning Date of Sublet Services: 8/01/2022

Estimated Completion Date of Sublet Services: 7/31/2027

Estimated Value of Sublet Services\*: \$ 34,290.00

\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: Rita Charles (For Wendy Joinville)  
(Signature of Consultant/Contractor Representative)

Office Manager  
Title

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

Aug 19, 2022  
Date: \_\_\_\_\_

Approved by: Glenn Pressimone  
Glenn Pressimone (Aug 19, 2022 17:14 EDT)  
(Signature of Appropriate Services Chief)

Aug 19, 2022  
Date: \_\_\_\_\_

**Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.**



REVISED

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Services, Inc. CFX Date: 8/1/2022

Contract Name: Systemwide Facilities Maintenance Services CFX Contract No.: 001910

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: ABM Industries Inc (dba ABM Building Services LLC)

Address: 14141 S W Freeway, Suite 400, Sugar Land, TX. 77478

Phone No.: 813-654-9000

Federal Employee ID No.: 20-0357050

Description of Services to Be Sublet: HVAC Services

Estimated Beginning Date of Sublet Services: 8/1/2022

Estimated Completion Date of Sublet Services: 7/31/2027

Estimated Value of Sublet Services\*: \$147,996.00

\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: Rita Charles (For Wendy Joinville)  
(Signature of Consultant/Contractor Representative)

Office Manager

Title

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

Aug 19, 2022  
Date: \_\_\_\_\_

Approved by: Glenn Pressimone  
Glenn Pressimone (Aug 19, 2022 17:15 EDT)  
(Signature of Appropriate Services Chief)

Aug 19, 2022  
Date: \_\_\_\_\_


Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM  
#13**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Son Nguyen  
Risk Manager 

DATE: August 16, 2022

SUBJECT: Approval of Cyber Insurance Policy with Homeland Insurance Company of New York

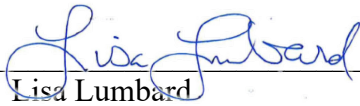
---

To obtain insurance on its assets, CFX utilizes an independent insurance broker, HUB Florida Public Risk, Inc. (HUB) for the solicitation and evaluation of proposals for insurance coverage. CFX's current cyber insurance policy with Homeland Insurance Company of New York (Homeland) expires on October 1, 2022.

HUB marketed CFX's cyber insurance package to ten carriers. Three declined due to the class of business (Beazley, CNA, and Crum & Forster). Four offered indications between \$105,107.00 and \$400,000.00 (Corvus, Homeland, Travelers, and Westchester). Three others stated that they would be unlikely to compete (TMHCC, Tokio Marine, and XL). HUB's recommendation is to renew with Homeland which offers the lowest cost with the best policy terms and conditions.

Board approval is requested to accept HUB's recommendation for the insurance policy with Homeland for the coverage period October 1, 2022 to October 1, 2023 at a total premium not-to-exceed \$110,000.00 which will allow for possible increases or additional product premiums during the policy year.

This is included in the OM&A Budget.

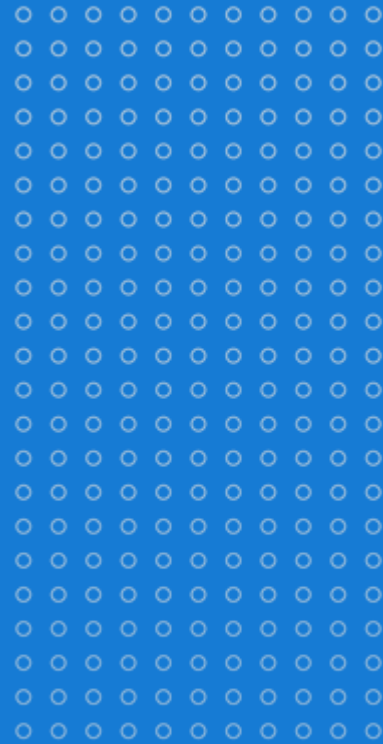
Reviewed by:   
Lisa Lumbard  
Chief Financial Officer

Commercial Insurance Proposal  
Central Florida Expressway Authority  
Property/Casualty Insurance  
Policy Term: 10/1/2022 – 10/1/2023

Presented By  
Jim Duncan

Review Date: August 5, 2022

Revised Date: August 12, 2022



Hub Florida Public Risk, Inc.  
1117 Thomasville Road  
Tallahassee, FL 32303  
(850) 386-1111  
[www.hubinternational.com](http://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.



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# Service Team

Our ability to provide superior service starts with quality people.

The key individuals assisting you with your account are:

<b>Account Executive</b>	
<b>Jim Duncan</b>	
Risk Manager	
p (850) 205-0265	
jim.duncan@hubinternational.com	
<b>Marketing</b>	
<b>Michael Sullivan</b>	
Executive Vice President – Financial Products Practice Leader	
p (678) 428-8538	
michael.sullivan@hubinternational.com	
<b>Account Supervision</b>	
<b>Teresa Beaudoin, CIC</b>	
Commercial Account Manager	
p (850) 205-0454	
teresa.beaudoin@hubinternational.com	

# Cyber Liability

Client: Central Florida Expressway Authority  
Carrier: Homeland Insurance Company of New York (Non-Admitted)  
A.M. Best Rating: A+ (XV)  
Policy Term: 10/1/2022 to 10/1/2023

## Coverage/Limits

Description	Limit
Policy Aggregate Limit of Liability	\$5,000,000

Covered Costs	Limit of Liability
Response	\$5,000,000
Data Recovery	\$5,000,000
Hardware Replacement	\$1,000,000
Reward	\$100,000

Covered Loss	Limit Of Liability
Insured Interruption	
From Security Failure	\$5,000,000
From System Failure	\$5,000,000
From Intentional Shutdown	\$5,000,000
Vendor Interruption	
From Vendor Security Failure	\$1,000,000
From Vendor System Failure	\$1,000,000
Extortion	\$5,000,000
Reputation	\$1,000,000
Telephone Fraud	\$100,000
Cryptojacking	\$100,000
Social Engineering	\$100,000
Invoice Manipulation	\$100,000
Transfer Fraud	\$100,000
Covered Liability	
Data Network	\$5,000,000
Regulatory	\$5,000,000
Merchant Services	\$5,000,000
Media	\$5,000,000

Retentions	
Each Incident or Claim	\$250,000

## Terms and Conditions

Description
Retroactive Date: Full Prior Acts
Waiting Period: 12 Hours
Extended Reporting Period: 12 Months
Extended Reporting Premium: 100% of the Policy Premium

Subjectivities
Resolution to findings on Resilience Risk Indicators Report
Confirmation that Veeam backup rebuild project is complete (prior to binding)

## Forms and Endorsements

Form Number	Description
RCPI	Policy Form Network Security / Privacy Liability
RCE91	Sanction Limitation and Exclusion
RCE75	Territory
RCE76	Employee-Owned Hardware (BYOD)
RCE35	Amend Retentions
RCE96	Amend Definition of Resilience Service Providers (Trustwave / \$350 hr.)
RCE74	Notice of Terrorism Insurance Coverage
RCE73	Notice of Terrorism Insurance Coverage – Mandatory Disclosure
RCE105	Bodily Injury Liability - \$100,000 Sublimit

***This insurance coverage is issued pursuant to the Florida Surplus Lines Law. Persons insured by Surplus Lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.***



# Premium Summary

Description Of Coverage	Expiring Premium	Proposed Premium
Cyber Liability	\$76,155.00	\$105,107.00

\*All quoted premiums are annual estimates and may change due to year end audits or mid-term policy changes.

\*\*Carrier may apply a short-rate penalty should you request a policy be cancelled mid-term.


Premium Payment Plan	
Homeland Insurance Company of New York – Cyber Liability	<b>\$105,107.00</b> Agency Bill – Full Annual

**CONSENT AGENDA ITEM  
#14**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 9, 2022

SUBJECT: Approval of Eaton Corporation as a Subconsultant to TransCore, LP for  
Toll System Upgrade Project  
Contract No. 001021

---

Board approval of Eaton Corporation as a subconsultant to TransCore, LP to provide maintenance and repairs is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by: \_\_\_\_\_



Joann Chizlett  
Director of Special Projects



Jim Greer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: TransCore Date: 7/22/2022

CFX Contract Name: Toll System Upgrade Project CFX Contract No.: 1021

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Eaton

Address: 8609 Six Forks Rd Raleigh, NC 276615

Phone No.: 813-968-7013

Federal Employee ID No.: 34-0196300

Description of Services to Be Sublet: Eaton Services for maintenance and repairs.

Estimated Beginning Date of Sublet Services: 9/9/2022

Estimated Completion Date of Sublet Services: 8/31/2027

Estimated Value of Sublet Services\*: \$ 2,000,000.00

\*(Not to exceed \$25,000 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: Anthony Bonilla  
(Signature of Consultant Representative)

Project / Maintenance Manager

Title

David Boston  
David Boston (Jul 26, 2022 15:45 EDT)

Jul 26, 2022

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

Date: Jul 26, 2022

Approved by: [Signature]  
(Signature of Appropriate Chief)

Date: Jul 26, 2022


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM  
#15**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 15, 2022

SUBJECT: Approval of Second Contract Renewal with Law Enforcement Systems, LLC for  
Out of State Division of Motor Vehicles (DMV) Lookups  
Contract No. 001410

---

Board approval is requested for the second renewal of the referenced contract with Law Enforcement Systems, LLC in the amount of \$450,000.00 for a one-year period beginning November 1, 2022 and ending October 31, 2023. The original contract was for three years with automatic renewal options.

The work to be performed includes providing DMV lookup for unpaid toll transactions incurred by customers with out of state license plates.

Original Contract	\$1,500,000.00
First Renewal	\$ 400,000.00
Second Renewal	<u>\$ 450,000.00</u>
Total	\$2,350,000.00

This contract is included in the OM&A Budget.

Reviewed by: David Wynne  
David Wynne  
Director of Toll Operations

  
\_\_\_\_\_  
Jim Greer  
Chief of Technology/Operations



**Registration Information Subscriber Agreement**

This REGISTRATION INFORMATION SUBSCRIBER AGREEMENT ("Agreement") is effective as of the last date set forth below, by and between Law Enforcement Systems, LLC ("LES") with its principal address at 633 West Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203 and Central Florida Expressway Authority (CFX) ("Subscriber") with its principal address at 4974 Orl Tower Rd, Orlando, FL 32807. For purposes of this Agreement, the term "Subscriber" shall include the above named entity's employees, directors, agents, representatives, affiliates, customers, and any additional Authorized Users granted access to the Services and Information by Subscriber; and all references to LES shall include LES's directors, officers, employees, agents, affiliates and assigns. LES and Subscriber may each be referred to individually as Party or together as Parties.

**1. SERVICES AND INFORMATION.** The services provided by LES include online services, gateway access, filing and processing assistance, consulting and customer service, cost saving strategies, document and form assistance, and other services related to accessing motor vehicle registration and other information by or with the assistance of LES, hereinafter collectively referred to as "Services". All information accessed or retrieved through or related to the Services, including, without limitation, all data, personal information, motor vehicle registration information, search results, reports and files, is hereinafter collectively referred to as "Information". The Information, which primarily consists of motor vehicle registration information, is compiled and maintained by various departments of motor vehicles or similar entities, and in many cases is then compiled and accessed through national databases or similar mediums, operated primarily by private entities, that help facilitate the regulated and controlled exchange of the Information (these DMVs, databases, and other entities are not affiliated with LES and are hereinafter collectively referred to as "DMV data sources"). For the avoidance of doubt, LES is providing Services. All Information is created, maintained, owned and provided entirely by DMV data sources. LES is not responsible for the acts or omissions of DMV data sources or for the Information they provide.

**2. ELIGIBILITY.** LES does not provide Services to the general public, and Subscriber will only be granted access to Services and Information conditioned upon and subject to the Subscriber certifying that it is permitted to access the Information under the Federal Drivers Privacy Protection Act ("DPPA") and other applicable laws by properly completing the Intended Use Certification ("Certification"), which is incorporated and included herein as Attachment A. Access to the Information is at all times conditioned upon and subject to any requirements of the DMV data sources or applicable local, state, and federal rules and regulations.

**3. FEES.** For the Services, Subscriber shall pay LES the applicable rates described at Attachment B - the "LES Price List", which is incorporated by reference herein. LES shall invoice Subscriber for all fees and charges incurred and such invoices are due and payable upon receipt.

LES reserves the right to modify its rates and the LES Price List upon thirty (30) days' advance written notice. This ability to modify rates is essential since LES is charged fees by DMV data sources, and their fees can be changed without notice to LES. Notwithstanding the section on Termination below, in the event of a rate increase Subscriber may terminate this Agreement on thirty (30) days' advance written notice.

**4. RESTRICTIONS ON USE.** Subscriber shall not sell, copy, reproduce, disclose, or transfer, copy in bulk or resell the Information or include the Information in uncontrolled or unsecure documents or communications. Information

**Registration Information Subscriber Agreement**

can only be used for its original intended purpose. Information must be kept strictly confidential and must be kept private and secure, in compliance with commercially reasonable standards as well as all applicable privacy and security laws and regulations. Subscriber shall not use the Information for credit granting, credit monitoring, account review, insurance underwriting, employment or any other purpose prohibited by the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681, et seq., ("FCRA"), and other applicable regulations and statutes. Subscriber shall not provide access to the Services or Information to any unauthorized party. Subscriber shall comply with all applicable federal, state and local laws and regulations, including, without limitation, the Driver's Privacy Protection Act ("DPPA") and the FCRA. Breach of this provision will cause termination of Subscriber's access to the Services and Information. LES reserves the right to injunctive and any other relief available at law to protect the Information. Notwithstanding any other provision of this Agreement, LES expressly acknowledges and agrees no provision in this Agreement shall impair Subscriber's right to re-disclose as allowed by 18 U.S.C. § 2721 or Subscriber complying with its obligations under the Florida Public Records Act.

**5. USER IDENTIFICATION AND ACCESS.** Subscriber shall maintain the confidentiality of its assigned password and user identification allowing access ("Access") to the Services and Information and is responsible for all charges incurred under such Access. Each of Subscriber's Authorized Users shall be assigned a unique user identification name or number ("ID"). The name of each user associated with each ID shall be provided to LES. Subscriber shall ensure that no ID assigned to Subscriber's account is used by more than one individual and that users do not otherwise share IDs. Unless Subscriber is a duly constituted law enforcement or government agency, LES, at its sole discretion, reserves the right to maintain and review records containing inquiry details and other activities performed by Subscriber.

**6. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY.** Subscriber acknowledges that it may have access to certain trade secrets and other information of a confidential and proprietary nature, including documents, information, business plans, cost saving strategies, processes and procedures, client and supplier information, and other information or materials, in any form or medium, pertaining to LES and the Services ("Confidential Information"). LES retains all respective intellectual property and ownership rights of, and related to, the Services and the Confidential Information. Such Confidential Information shall be kept strictly confidential by Subscriber using commercially reasonable standards, and shall not be used or disseminated by Subscriber except as narrowly permitted by this Agreement for the purposes contemplated herein. Confidential Information shall not include (i) publicly available information, (ii) information independently discovered or developed by Subscriber without the use of any Confidential Information, and (iii) information rightfully in Subscriber's possession free from any confidentiality obligations or restrictions. It shall not be a violation of this provision to narrowly disclose Confidential Information as required by law or pursuant to a valid court order, subject to cooperating with and providing advance notice to LES so that LES may seek a protective order. LES reserves the right to seek injunctive and any other relief available at law to protect its Confidential Information.

**7. LIMITATION OF LIABILITY.** Subscriber acknowledges and understands that LES relies on third parties, including state and local governments, compilers and reporters of public records, and others in providing the Services and Information, including but not limited to DMV data sources. THE SERVICES AND INFORMATION ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither LES nor any third party shall be liable to Subscriber, or to any other party, for any damages, costs, expenses, or losses arising from or caused in whole or in part by (i) errors or omissions in the Services or Information; (ii) any Interruption in the Services or



#### **Registration Information Subscriber Agreement**

access to the Information; (iii) LES's or any third party's acts or omissions in procuring, compiling, interpreting, reporting or delivering the Information; or (iv) otherwise providing the Services. Notwithstanding this paragraph, in the event that LES or any third party is found liable by a court of competent jurisdiction for any damages for any reason that in any way relating to Subscriber's use of the Services or the Information, such damages shall be limited to the amount actually paid by Subscriber for the Services and the Information.

IN NO EVENT SHALL LES BE LIABLE TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, COSTS, EXPENSES, FEES, LOST PROFITS OR OTHER LOSSES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH.

**8. TERM AND TERMINATION.** The term of this Agreement shall be three (3) calendar years from the date of execution by LES. After the expiration of the initial three (3) calendar year term, this Agreement shall automatically renew for additional one (1) year terms unless non-renewed by either Party upon sixty (60) days advance written notice. This Agreement may be terminated at any time by either Party upon thirty (30) days prior written notice to the other Party. LES reserves the right to suspend access, or immediately terminate this Agreement, if Subscriber breaches any material provision of this Agreement.

In the event of termination of this Agreement, all payments due by Subscriber, whether or not invoiced at the time of termination, shall become payable immediately and shall only include payment for services received and expenses incurred as of the date of termination. Upon any such termination, Subscriber shall cease using the Services and Information and shall promptly return or delete all software, manuals, materials and documentation provided which relate to the Services.

**9. ENTIRE AGREEMENT.** This Agreement together with the attachments and/or addendums, if applicable, is the exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and statements whether written or oral. Subscriber acknowledges and agrees that no terms and conditions set forth in any purchase order or other document of Subscriber apply. Except for any changes to the LES Price List, this Agreement may be amended only upon the written consent of both Parties.

**10. AUDIT.** To ensure compliance with this Agreement and applicable laws, LES reserves the right to perform an audit of the Subscriber no more than once during any 12 month period. The Subscriber shall provide LES with reasonably requested information, which may include information, documents and data about (i) the end user, (ii) reason the data was requested, (iii) information and copies of violations or citations, and (iv) information or statements affirming that all data provided by LES has been used consistent with the terms of this Agreement. The Subscriber shall promptly comply with the audit and promptly provide reasonably requested information, generally in less than ten (10) business days. Failure to do so may be cause for immediate termination of this

Agreement and all Services. Upon LES' review of all audit materials provided by the Subscriber, a breach of this Agreement will be grounds for an immediate suspension of Services and possible termination of this Agreement until such time as LES reasonably determines compliance can be or has been restored by the Subscriber. LES reserves the right to injunctive and any other relief available at law to protect the Information. LES will notify the Subscriber of the results of any audit.

**11. RELATIONSHIP AND ADVERTISING.** This Agreement does not create any relationship of agency, partnership or joint venture between any of the Parties. Nothing in this Agreement gives the Subscriber the right to use LES' (or

### Registration Information Subscriber Agreement

any affiliated companies, parent organizations, or clients) logos, trademarks, trade names, or other corporate names or marks without the written consent of LES. No information about, or provided by, LES may be used by the Subscriber in any advertising or marketing, client list, reference, study, or in any other work or product without the prior written consent of LES.

**12. MISCELLANEOUS.** (a) Except for any changes to the LES Price List or as otherwise provided herein, any notice required or permitted to be sent under this Agreement shall be in writing and sent by prepaid regular first-class certified mail return receipt requested, or by overnight courier to the addresses specified above, or such address either party may specify in writing. (b) Subscriber may not assign this Agreement or any rights hereunder, without the prior written consent of LES. (c) Should any term or condition of this Agreement be declared illegal or unenforceable, such illegality or unenforceability shall not affect any other term or condition hereof. (d) The provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13(c & e) shall survive the termination of this Agreement, for any reason. (e) This Agreement is governed and construed in accordance with the laws of the State of Florida, without reference to any conflicts of laws principles. Venue for any cause of action arising out of or related to this Agreement shall be mandatory in Orange County, Florida.

**EXECUTION OF THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER TO PROVIDE SERVICES BY LES AND IS NOT BINDING UNTIL SUBSCRIBER HAS BEEN APPROVED BY LES FOLLOWING THE SUBSCRIBER QUALIFICATION PROCESS AND HAS BEEN ISSUED A USER IDENTIFICATION NUMBER AND PASSWORD BY LES.**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last written below:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

Signature: 

Printed Name: Aneth Williams

Title: Dir. of Procurement

Date: 3/16/18

LAW ENFORCEMENT SYSTEMS, LLC

Signature: 

Printed Name: Tim Wenker

Title: CEO

Date: 3-12-18

**REVIEWED AND APPROVED**  
**BY LEGAL** Linda Blanton 3/15/18


# **CONSENT AGENDA ITEM**

**#16**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 15, 2022

SUBJECT: Approval of Second Contract Renewal with inContact, Inc. for  
Contact Center as a Service (CCaaS) Platform  
Contract No. 001665


---


Board approval is requested for the second renewal of the referenced contract with inContact, Inc. in the amount of \$720,000.00 for one year beginning on November 1, 2022 and ending October 31, 2023. The original contract was for one year with two automatic one-year renewals.

The work to be performed is CCaaS to support E-PASS operations.

Original Contract	\$ 593,900.00
Amendment No. 1	\$ 3,350.00
First Renewal	\$ 600,000.00
Second Renewal	<u>\$ 720,000.00</u>
Total	\$1,917,250.00

This contract is included in the OM&A Budget.

Reviewed by:   
\_\_\_\_\_  
Rafael Millan  
Director of IT

  
\_\_\_\_\_  
Jim Greer



**ADDENDUM TO SERVICE CONTRACT  
("ADDENDUM")**

The following modifies the Service Contract, Q-86094 last dated 6/20/2020, (the "Contract"), entered into by CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Customer"), located at 4974 ORL Tower Road, Orlando, FL, 32872 and inContact, Inc. ("inContact"), located at 75 West Towne Ridge Parkway, Tower 1, Salt Lake City, UT, 84070. Unless specifically stated herein, any capitalized terms used in this Addendum shall have the same meaning as is assigned to it in the Contract.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. The Contract is amended as follows:

- The following items are hereby added to the Order:

**NETWORK CONNECTIVITY NRC**

Item	Quantity	Net Unit Price	Total
IPSec - SETUP	1.00	\$500.00	\$500.00
NICE inContact CXone SIP Connectivity over Internet - SETUP	140.00	\$10.00	\$1,400.00
<b>NETWORK CONNECTIVITY NRC TOTAL:</b>			<b>\$1,900.00</b>

**NETWORK CONNECTIVITY MRC**

Item	Quantity	Net Unit Price	Total
IPSec	1.00	\$50.00	\$50.00
NICE inContact CXone SIP Connectivity over Internet	140.00	\$10.00	\$1,400.00
<b>NETWORK CONNECTIVITY MRC TOTAL:</b>			<b>\$1,450.00</b>



## **Product Descriptions Schedule**

### **NETWORK CONNECTIVITY NRC**

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#### **IPSec - SETUP**

- Setup fee to establish VPN connectivity from NICE inContact location to Customer location
- Billed as a one time (non-recurring) charge

#### **NICE inContact CXone SIP Connectivity over Internet - SETUP**

- Required one-time setup fee with the selection of SIP Trunking Standard.

### **NETWORK CONNECTIVITY MRC**

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#### **IPSec**

- CXone Customer VPN on premise site connectivity
- Billed per contracted rate and quantity

#### **NICE inContact CXone SIP Connectivity over Internet**

- Dedicated trunk between a customer's site/agent and the inContact platform over the public internet. 1 SIP trunk required per concurrent call.



## Service Contract

**Customer:** CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
**Address:** 4974 ORL TOWER RD  
**City:** ORLANDO  
**State:** FL  
**Zip:** 32807  
**Quote Number:** Q-86094  
**Term:** 12 months  
**Payment Terms:** 45 days  
**Currency:** U.S. Dollar  
**Contact:** Steven Vess  
**Phone:** 8017155340  
**Email:** steven.vess@incontact.com

## Software Subscriptions

NICE inContact CXone Subscriptions					
Product	Quantity	List Price	Disc. (%)	MRC	Total MRC
ACD / IVR (per Configured User)	140.00	\$150.00	39.00	\$91.50	\$12,810.00
Additional Configured Universal Port (beyond 1 port included)	20.00	\$75.00	35.00	\$48.75	\$975.00
Additional Active Storage (per GB)	1.00	\$7.50	70.00	\$2.25	\$2.25
Long Term Storage (per GB)	1.00	\$0.10	0.00	\$0.10	\$0.10
Long Term Storage Retrieval (per GB)	1.00	\$1.38	0.00	\$1.38	\$1.38
Workforce Optimization Pro (per Configured User)	140.00	\$70.00	35.00	\$45.50	\$6,370.00
Screen Recording Pro (per Configured User)	140.00	\$15.00	35.00	\$9.75	\$1,365.00
Automated Speech Recognition (per Minute)	1.00	\$0.05	25.00	\$0.04	\$0.04
Interaction Analytics Pro (per Configured User)	140.00	\$36.00	35.00	\$23.40	\$3,276.00
Email (per Configured User)	30.00	\$8.00	30.00	\$5.60	\$168.00
Feedback Mgt IVR Channel (per Agent)	140.00	\$5.00	25.00	\$3.75	\$525.00
Feedback Mgt VoC Platform Fee	1.00	\$500.00	25.00	\$375.00	\$375.00
Feedback Mgt VoC (per Agent)	140.00	\$25.00	25.00	\$18.75	\$2,625.00
CXsuccess Premier Package	1.00	\$3,000.00	0.00	\$3,000.00	\$3,000.00
Customer Dynamics Essentials (per Configured User)	140.00	\$15.00	30.00	\$10.50	\$1,470.00
NICE inContact CXone Subscriptions TOTAL:					\$32,962.77



Minimum Monthly Commitment:

USD 24,721

**Professional Services****Implementation & Training**

Product	Quantity	List Price	Disc. (%)	Price	Total Price
CXone with User Hub	1.00	\$0.00	0.00	\$0.00	\$0.00
Workforce Optimization Pro Implementation	1.00	\$13,000.00	35.00	\$8,450.00	\$8,450.00
Screen Recording Pro Implementation	1.00	\$4,000.00	35.00	\$2,600.00	\$2,600.00
Workforce Management Pro Training	1.00	\$6,500.00	25.00	\$4,875.00	\$4,875.00
Quality Management Pro Training	1.00	\$6,500.00	25.00	\$4,875.00	\$4,875.00
Feedback Mgt VoC Implementation (Includes 1 Channel + 1 Survey)	1.00	\$25,000.00	58.00	\$10,500.00	\$10,500.00
Customer Dynamics Essentials Team Implementation	1.00	\$7,500.00	30.00	\$5,250.00	\$5,250.00
Automated Speech Recognition Implementation	1.00	\$5,000.00	30.00	\$3,500.00	\$3,500.00
Email Implementation	1.00	\$1,000.00	35.00	\$650.00	\$650.00
Interaction Analytics Pro: Implementation	1.00	\$2,500.00	35.00	\$1,625.00	\$1,625.00
Interaction Analytics Pro – Professional Services - Customer Success Program	1.00	\$5,500.00	35.00	\$3,575.00	\$3,575.00
Interaction Analytics Pro – Training	1.00	\$6,500.00	20.00	\$5,200.00	\$5,200.00
Corporate Professional Services Implementation	1.00	\$34,000.00	35.00	\$22,100.00	\$22,100.00
25 Menu Options DTMF Navigation	2.00	\$2,000.00	30.00	\$1,400.00	\$2,800.00
50 Point of Contact Based Routing	2.00	\$1,000.00	30.00	\$700.00	\$1,400.00
Corporate Onboarding Package	1.00	\$10,000.00	30.00	\$7,000.00	\$7,000.00
ACD Training: Core	1.00	\$6,500.00	20.00	\$5,200.00	\$5,200.00
<b>Implementation &amp; Training TOTAL:</b>					<b>\$89,600.00</b>

**Network Connectivity****Monthly Network Connectivity Subscriptions**

Product	Quantity	List Price	Disc. (%)	Price	Total Price
Local Number [US]	4.00	\$5.00	0.00	\$5.00	\$20.00
Domestic Toll Free Number [US]	3.00	\$1.00	0.00	\$1.00	\$3.00



MAX Integrated Softphone	140.00	\$0.00	0.00	\$0.00	\$0.00
<b>Monthly Network Connectivity Subscriptions TOTAL:</b>					<b>\$23.00</b>

#### Network Connectivity Setup & Activation

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
Local Number [US] - SETUP	4.00	\$1.00	0.00	\$1.00	\$4.00
Local Number Activation [US]	1.00	\$100.00	0.00	\$100.00	\$100.00
Domestic Toll Free Number [US] - SETUP	3.00	\$1.00	0.00	\$1.00	\$3.00
Domestic Toll-Free Activation	3.00	\$10.00	0.00	\$10.00	\$30.00
Telecom Porting Fee	4.00	\$20.00	0.00	\$20.00	\$80.00
<b>Network Connectivity Setup &amp; Activation TOTAL:</b>					<b>\$217.00</b>

#### Monthly Loop Quote Subscriptions

Product	Location	NPA-NXX	Carrier	Quantity	Unit Price	Total Price
ICLC MPLS Port		407-690	ATT	1	\$404.00	\$404.00
<b>Monthly Loop Quote Subscriptions TOTAL:</b>						<b>\$404.00</b>

#### Loop Quote Setup & Activation

Product	Location	NPA-NXX	Carrier	Quantity	Unit Price	Total Price
ICLC MPLS Port - Setup		407-690	ATT	1	\$250.00	\$250.00
<b>Loop Quote Setup &amp; Activation TOTAL:</b>						<b>\$250.00</b>

This Service Contract is governed by the NICE inContact Standard Terms of Use ("Terms") accessible at [NICEinContact.com/Terms](https://www.niceincontact.com/terms); additional terms or conditions included in a purchase order or similar document are not accepted. NICE inContact will perform the Services listed in this Service Contract, including all Schedules attached hereto, which are incorporated by reference. Corresponding product descriptions accessible at [NICEinContact.com/Terms/Product Descriptions](https://www.niceincontact.com/terms/product-descriptions).

The Service Term will begin on the first day of the calendar month after the earlier of: (i) the Go-Live Date, or (ii) One Hundred Twenty (120) days after Customer signs below, and will automatically renew for up to two (2) additional one (1) year terms unless either Party gives written notice of non-renewal at least thirty (30) days before expiration of the then-current Service Term. At the expiration of the final Service Term renewal, the Parties will negotiate in good faith for renewal of a Service Term beginning three (3) months before expiration of a Service Term. If the Parties cannot reach agreement on the business terms for renewal of the Service Term, then, the Term shall renew on a month to month basis with an increase of Twenty-Five percent (25%) in Software Services rates at expiration of the Service Term until either Party gives thirty day (30) written notice of non-renewal of the Service Term. Notice of termination must be sent by Customer to inContact at [Contract-Unsubscribe@inContact.com](mailto:Contract-Unsubscribe@inContact.com). Notice of termination via alternate methods shall not constitute notice. Notwithstanding the foregoing, any and all responsibilities and obligations of Customer to pay pursuant to the terms of this Service Contract are contingent upon an annual budget appropriation by the Board of Commissioners of Customer. The parties agree that in the event funds are not appropriated, this Service Contract may be terminated, which termination shall be deemed a termination for Cause and shall be effective upon Customer providing written notice to NICE InContact of such termination.

Either Party may terminate this Agreement for Cause by delivering written notice of such Cause to the other Party, with such termination being effective thirty (30) days after receipt of the notice of termination, unless cured within such thirty (30) day period. In the event Customer terminates this Service Contract or any Services for convenience, without Cause, prior to the end of the then-current Service Term, or in the event of termination for Cause by NICE inContact for Customer's failure to comply with any material obligation of this Agreement (including Customer's failure to make payments within the approved payment terms), Customer agrees to pay early termination charges including: (i) all MRC and NRC for Services provided; (ii) the Minimum Technology MRC, multiplied by the number of months remaining in the then-current Service Term; (iii) any early termination fees or costs incurred by NICE InContact related charges from underlying carriers or vendors for cancellation of the underlying Services; and (iv) any credits, discounts, or waived installation or expedition costs that had been applied to Customer's account (collectively "Early Termination Charges"). Such Early Termination Charges shall not apply in the event of Customer's termination for Cause or Notice of Service Term non-renewal. Notice of Service Term non-renewal or termination must be sent to [Contract-Unsubscribe@NICEinContact.com](mailto:Contract-Unsubscribe@NICEinContact.com); notice of non-renewal or termination via alternate methods shall not constitute notice.

MRC charges will be based on the quantities and rates herein but may vary according to actual usage of the Services, subject to the Minimum Technology MRC. Each billing period, Customer will pay the greater of: (i) charges for Services actually used; or (ii) the Minimum Technology MRC. NRC accrue and will be invoiced upon Customer's signature below or as otherwise provided herein. The Minimum Technology MRC begins on the first day of the Service Term and may not be postponed because of a delay in implementation of Services unless due solely to NICE inContact. Upon renewal of any Service Term, and upon written notice, rates for Services may be increased by a rate not to exceed five percent (5%), and rates for telephony/data connectivity may be increased or decreased per prevailing market rates. Unless otherwise indicated herein, charges for all Services, charges, surcharge fees, and taxes are due in U.S. Dollars before the Past Due Date. "Past Due Date" means payments shall be made in accordance with Prompt Payment Act, but in no event later than 60 days from the invoice date, provided any such invoice is addressed to CFX's Director of Procurement. Past Due balances are subject to a late charge equal to the lesser of: (a) one-and-one-half percent (1.5%) per month, compounded; or (b) the maximum rate allowed by applicable law. Payments will be applied first to late charges and related expenses, then to Past Due amounts, and then to the current invoice. Written notice of an invoice dispute must be received by the Past Due Date or such invoice will be deemed to be correct and binding. NICE inContact will make reasonable efforts to notify Customer verbally and in writing prior to such suspension or disconnection. Customer agrees to pay all reasonable costs and expenses associated with the collection of Past Due Balances, including attorneys' fees, expenses, court costs, and service charges. MRC begin at the Go-Live Date and will be pro-rated in the Go-Live month. Customer may assert exemption from taxes or fees by providing an exemption certificate to NICE inContact.

NICE inContact DOES NOT OFFER 911, E911, 999, OR OTHER EMERGENCY SERVICES. For more information, please see [NICEinContact.com/terms/911](https://niceincontact.com/terms/911).

#### **Contract Terms**

For clarity, mutually agreed negotiated terms in the Service Contract will take precedence of the Standard Terms of Use if there is a conflict.

#### **Amendments to Service Contract.**

No modification alteration or amendment to this Service Contract, or the Terms of Use shall be binding upon Customer or NICE InContact until such modification, alteration or amendment is reduced to writing and executed by all Parties hereto.

#### **Payment Information on Account**

Customer agrees to remit payments via ACH, wire transfer, check by phone or check.

#### **Advance Payment**

1. Within forty-five (45) days from Customer's signature, Customer shall remit USD 45,033.50 via wire transfer as advance payment toward future charges.

#### **Public Records**

Customer understands and acknowledges that Customer is a public agency required to comply with Chapter 119, Florida Statute governing the release of public records. To the extent a public record is not otherwise deemed exempt, Customer shall be required to disclose any such public records upon request.

**IF NICE INCONTACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE NICE INCONTACT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SERVICE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, AS FOLLOWS:**

Director of Records Management  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
407-690-5366  
[PublicRecords@cfxway.com](mailto:PublicRecords@cfxway.com)

**Governing Law.** This Service Contract shall be governed by and construed in accordance with the law of the State of Florida. Jurisdiction and venue for any dispute arising under this Service Contract will be exclusive to the state and federal courts seated in Orange County, Florida.

Each of the undersigned represents that they are duly authorized to execute this Service Contract on behalf of the Party he or she represents.



My Agent of Record is:



Customer:

inContact, Inc.

:

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY, a body politic and corporate,  
and an agency of the state, under the laws of  
the State of Florida,

Sign:

Aneth Williams

Digitally signed by Aneth  
Williams  
Date: 2020.06.18 09:49:43 -04'00'

Name (Print):

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Sign:

DocuSigned by:

Daniel G. Lloyd

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Name (Print):

Daniel G. Lloyd

\_\_\_\_\_

Title:

Corporate General Counsel

\_\_\_\_\_

Date:

6/12/2020

\_\_\_\_\_

Diego  
"Woody"  
Rodriguez

Digitally signed  
by Diego "Woody"  
Rodriguez  
Date: 2020.06.17  
17:00:28 -04'00'

Sign:

DocuSigned by:

Ray Langhaim

0A02F00B34B14761...

Name (Print): Ray Langhaim

\_\_\_\_\_

Title:

CFO

\_\_\_\_\_

Date:

6/12/2020

\_\_\_\_\_

## NICE inContact CXone Subscriptions

### ACD / IVR (per Configured User)

- 1 User License - Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- 1 Universal Port (\$75 value) – Used for IVR
- Call Monitoring
- Virtual queue
- Agent Scripting
- Text to Speech
- Call conferencing (long distance charges apply)
- Monitor, Coach, and Barge functionality

Additional features and services included with this contract:

- 1 GB of storage per BU for recordings, prompts, scripts, messages, and files. Additional charges may apply for more storage
- If Call Recording per User is selected, customer will get 1 GB of storage per seat
- Contact Center all-inclusive reporting
- IVR programming toolset
- Capability for CTI and Connectivity (Standard, Encrypted, VPN, FTP, SFTP, Web Service, and HTML Connector)
- 24 x 7 Network Operations Center monitoring
- Redundant servers in Software as a Service model
- Standard technical support
- Product maintenance and enhancement releases
- inContact University with the latest eLearning product courses
- Online documentation and help

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms) and [NICEinContact.com/terms/ACDIVR](https://NICEinContact.com/terms/ACDIVR)

### Additional Configured Universal Port (beyond 1 port included)

- Universal Port in excess of port included with seat
- Used for IVR and Voice

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms)

### Additional Active Storage (per GB)

- Storage and management of recordings, prompts, scripts, messages, and files
- Billed per GB beyond the included 1GB of storage used
- Applies to storage from inContact platform recorder and inContact WFO recorder

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms)

### Long Term Storage (per GB)

- Provides cost-effective long-term storage for data archiving requirements
- Billed per GB stored
- Key product features & components:
  - Lower data storage costs by eliminating the need to implement and maintain a separate storage infrastructure for long-term storage requirements
  - Seamless data transfer from short-term to long-term storage
  - Auto purge data when it is no longer needed by defining 'time to live' based on the type of data stored
  - Scalable cloud infrastructure
  - State-of-the-art data encryption technology

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms)

### Long Term Storage Retrieval (per GB)

- Provides metadata-based search capabilities to locate and retrieve data from long-term storage
- Billed per GB retrieved
- Key product features & components:
  - Comprehensive metadata search capabilities for easy retrieval
  - Move files to active storage for analysis, audits, and other needs
  - Time for files to remain in active storage can be specified during retrieval

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms)

### Workforce Optimization Pro (per Configured User)

- Combines CXone Quality Management (which encompasses Audio Recording) and CXone Workforce Management. Identify the right agents and interactions for evaluation as well as capture feedback and share across peers and groups. Includes audio recording,

encryption, as well as search and playback of recorded interactions. Provides forecasting, scheduling, and schedule adherence management as well as shift bidding and time off management.

- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
  - Form Designer
  - Evaluation
  - Calibration
  - Dispute
  - Coaching
  - Dashboards
  - Quality Planner
  - Audio Recording (total or %-based)
  - Search
  - Playback
  - Encryption
  - Forecasting and Scheduling
  - Shift Bidding
  - Time Off Management
  - Real-time adherence dashboard
  - Historical adherence report
  - 1 GB of storage included per user

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms) and [NICEinContact.com/terms/WFO](https://NICEinContact.com/terms/WFO)

### **Screen Recording Pro (per Configured User)**

- Provides capture of screen activity on the agent desktop while the agent handles a phone interaction. (Screen recording must be associated with voice recording.)
- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
  - Screen Recording (total or %-based)
  - Search
  - Playback
  - Encryption

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms) and [NICEinContact.com/terms/WFO](https://NICEinContact.com/terms/WFO)

### **Automated Speech Recognition (per Minute)**

- Automated Speech Recognition (ASR) allows callers to use their voice to provide input to the IVR to determine routing and other information
- Billed at a per minute model
- Key product features & components:
  - Multiple languages
  - Direct speech recognition
  - Ability to recognize numbers, alpha numeric input, dates, and digits
  - Custom grammars for custom speech input

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms)

### **Interaction Analytics Pro (per Configured User)**

- A robust text analytics tool that automatically analyzes every voice, chat, and email interaction and gives customers detailed, quantifiable, actionable insights
- Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- Key product features & components:
  - Automatic analysis of every voice, email, and chat interaction
  - Automatic topic, category and trend discovery
  - Sentiment analysis
  - Integrated WAV Player and 100% call transcription
  - Keyword, phrase, and entity search
  - Powerful filtering capabilities
  - Multi-tenant, scalable cloud platform
  - Fully integrated with inContact ACD and SSO

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms) and [NICEinContact.com/terms/Analytics](https://NICEinContact.com/terms/Analytics)

### **Email (per Configured User)**

- Email allows agents to be able to accept and respond to incoming and emails from customers.
- Configured Users are billed based on the highest number of users configured for an email skill in the platform at any one time during the month
- Key product features & components:
  - Email functionality can receive communications directly from the customer's email solution and send out responses using inContact's secure gateway
  - Email can be enhanced using custom scripting tools in inContact's Studio application

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms)

### Feedback Mgt IVR Channel (per Agent)

- Provides ability to survey via IVR
- Billed monthly per the contracted quantity and rate
- Key product features & components:
  - Ability to Survey Via IVR Channel
  - Ability to skip invitation based on touch rules

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms) and [NICEinContact.com/terms/Satmetrix](https://NICEinContact.com/terms/Satmetrix)

### Feedback Mgt VoC Platform Fee

- Platform provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities
- Billed monthly per the contracted quantity and rate
- Key product features & components:
  - Ability to trigger Post Interaction Surveys Via (IVR, Email, SMS, Web Intercepts, Chat) depending on channel(s) purchased
  - For products outside of the inContact portfolio you will need to purchase or build a connector
  - Open API's allow for quick connections to existing solutions
  - Unlimited Named Users
  - 1 Power user is included
  - No Channels included. Channels must be purchased separately

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms) and [NICEinContact.com/terms/Satmetrix](https://NICEinContact.com/terms/Satmetrix)

### Feedback Mgt VoC (per Agent)

- Provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities.
- Minimum 50 agent licenses must be purchased.
- Billed monthly per the contracted quantity and rate
- Key product features & components:
  - No channels included. Must purchase channel(s) separately
  - Ability to survey via the following channels: (IVR, Email, SMS, Web Intercepts, Chat) depending on channel(s) implemented
  - 30 responses per agent across all channels per month.
  - Overage rate of \$1.00 per response beyond 30 included.
  - Workflows to perform and measure follow-up actions
  - Ability to share dashboards and send PDF reports
  - Provides out-of-box advanced VoC analytics

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms) and [NICEinContact.com/terms/Satmetrix](https://NICEinContact.com/terms/Satmetrix)

### CXsuccess Premier Package

- Self-service via online Customer Community
- 7x24x365 Technical Support via phone and online service site
- Priority case handling
- Up to five customer resources authorized to work with NICE inContact Services, and receive notifications to distribute to the organization
- Designated experienced Technical Account Manager provides guidance, advocacy, best practice sharing and assistance in achieving business objectives
- Up to 16 total engagement hours per month. Additional TAM available (for broader geography or time zone coverage) by purchasing another success package that includes the level of TAM desired.
- TAMs are available M-F during normal business hours for your primary time zone
- On-site TAM visits may be scheduled at \$2,500/day plus travel and expenses
- Project-driven professional services are available at a rate of \$250/hr. for large-scope projects requiring an extended services engagement
- Three on-demand hours per month with an option to purchase additional time at a rate of \$75 per 15 minutes (expire at the end of the month)
- Live webinars and NICE inContact University e-learning courses (free of charge)
- Training at NICE inContact locations or your location at standard rates

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms)

### Customer Dynamics Essentials (per Configured User)



- Environment for a call center integration with Microsoft Dynamics CRM
- Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- Features include:
  - Basic Screenpop
  - Click 2 Call
  - Call Memorialization functionality for supported version of Microsoft Dynamics CRM and Microsoft Dynamics 365

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms) and [NICEinContact.com/terms/CustomerDynamics](https://NICEinContact.com/terms/CustomerDynamics)

## Implementation & Training

### CXone with User Hub

- Customer will be implemented on a "User Hub" cluster

### Workforce Optimization Pro Implementation

- Implementation and setup of CXone Workforce Optimization
- Billed as a one time (non-recurring) charge
- Implementation includes:
  - Implementation manager who oversees the project from start to finish
  - Business requirements session and documentation
  - Initial System Configuration
  - User acceptance testing
  - Go live support
  - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms)

### Screen Recording Pro Implementation

- Implementation and overview of CXone Screen Recording
- Billed as a one time (non-recurring) charge
- Implementation includes:
  - Implementation manager who oversees the project from start to finish
  - Business requirements session
  - Initial System Configuration
  - Application Overview
  - User acceptance testing
  - Go live support
  - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms)

### Workforce Management Pro Training

- Remote: instructor led training
- Training on the CXone WFM Pro platform to create forecasts, create schedules, agent schedule management and system administration.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

### Quality Management Pro Training

- Remote: instructor led training
- Training on the CXone QM Pro platform to create custom QM forms, search for and evaluate calls, pull data for analysis, and calibrate for consistency.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra
- Maximum of 12 participants

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://NICEinContact.com/terms/GeneralSoftwareTerms)

### Feedback Mgt VoC Implementation (Includes 1 Channel + 1 Survey)

- Implementation of CXone Feedback Mgt for either of IVR, Email, SMS, Web Intercepts, Chat
- Billed as a one-time (non-recurring) charge
- Implementation includes:



- Setup of a single survey on one channel
- Configuring Alerts, Notifications & Escalation workflows
- Set up 2 dashboards
- Provide 3 hours of training for Power Users on how to use and navigate the system
- Power Users should complete the NPX platform training prior

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### **Customer Dynamics Essentials Team Implementation**

- Team implementation package for the Essentials Integration
- Billed as a one time (non-recurring) charge
- Implementation includes:
  - Dedicated Project Lead
  - Click 2 Call default Accounts, Contacts, or Leads
  - Screen Pop default Accounts, Contacts, or Leads
  - CRM Multi-Entity search
  - 1 unique Screen Pop workflow
  - Activity logging for inbound and outbound calls
  - Chat activity created

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### **Automated Speech Recognition Implementation**

- Implementation of Automated Speech Recognition (ASR) to enable callers to use their voice to provide input to the IVR to determine routing and other information
- Billed as a one time (non-recurring) charge
- Implementation includes:
  - Up to 10 ASR Actions/Utterances that captures voice responses
  - Recognition based on common phrases native to the platform or a custom grammar file provided by the customer
  - Natural Language speech recognition NOT supported
  - Phrases containing alpha and numeric characters should be 5 or less for optimal performance

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### **Email Implementation**

- Package to configure and implement Email functionality within inContact platform
- Billed as a one time (non-recurring) charge
- Includes:
  - One email script to support one email skill.
  - Email scripts/skills includes:
    - Automated email received response
    - inContact dot-com email addresses provided to customer to be embedded into their existing website
    - Integration to a custom database or CRM not included

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### **Interaction Analytics Pro: Implementation**

- Billed as a one time (non-recurring) charge
- 6-10 hours of Implementation services including:
  - initial survey designed to identify customer's primary business case
  - analytics platform and application implementation/turn-up
  - company profile config
  - initial training

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

### **Interaction Analytics Pro – Professional Services - Customer Success Program**

- Delayed 30 days from completion of training to allow clients exposure to the tool
- Up to 12 hours of remote, structured PPE assistance with categorization, company profile, dashboards, and other customizations designed to support the customer's defined business case
- 4 hours of Q&A with PPE
- 1 hour per month Customer Success check-in session with PPE for first three months - post engagement
- Additional PPE days are available at cost

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### **Interaction Analytics Pro – Training**

- Required Functional eLearnings (3 hours)
- Two day instructor led training engagement building upon eLearning, designed to teach the customer how to use the application to support their business case (i.e., actually setting up a custom category designed to find a particular insight, setting up a topic designed to find certain data, etc.); training will be more consultative.



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## Corporate Professional Services Implementation

### INCLUDES

- **100 seats** (\$100 per additional seat)
- **Designated Implementation Manager** (SME)
- **Post go-live stabilization and support** of an estimated two weeks as agreed upon by project stakeholders.
- **Up to 120 Project Hours\*\*** to customize business solution. Project hours may include, but are not limited to, collaboration and consultation to determine business needs and requirements; Implementation of documented solution; Completion of NICE inContact quality assurance and production deployment tests. **\*\*Project hours expire if not used within 6 months.**

### DOES NOT INCLUDE:

- Products outside of ACD (Chat/Email/ASR/SMS, etc...)
- Integration or CRM Driven Screenpop
- PS Onsite
- OnBoarding

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## 25 Menu Options DTMF Navigation

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 25 menu options for navigation in your call flow
- Billed as a one time (non-recurring) charge

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

## 50 Point of Contact Based Routing

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 50 Point of Contacts
- A Point of Contact is an access point to route various channel types (voice, email, chat, SMS, social) in your contact routing
- Billed as a one time (non-recurring) charge

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

## Corporate Onboarding Package

- Billed per package as a one time (non-recurring) charge
- Package includes:
  - 3 days with the Onboarding Manager onsite during go-live
  - 4 weeks of remote support with the Onboarding Manager, averaging 4 hours per week
  - Partnering with managers, supervisors, administrators every step of the way during initial use of the inContact technology
  - Achieving objectives and success metrics throughout engagement
  - Ensure proficiency during real world use
  - Assisting you to build and analyze reports
  - Travel and accommodations are extra

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## ACD Training: Core


- Classroom: instructor led training
- Learn how to manage the inContact ACD platform including individual courses on Central Administration, Agent functions, and Reporting.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

**CONSENT AGENDA ITEM  
#17**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 15, 2022

RE: Approval of Cooperative Purchase Agreement with 4 Corner Resources, LLC for  
Information Technology Staff Augmentation Services  
Contract No. 001948

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Board approval of the Cooperative Purchase Agreement with 4 Corner Resources, LLC, in the not-to-exceed amount of \$2,932,644.00 is requested. This is a cooperative purchase (piggyback) agreement based on a contract between 4 Corner Resources, LLC and the State of Florida Department of Management Services allowing CFX to take advantage of the favorable terms already negotiated.

The work to be performed includes technical services on an as-needed basis to the CFX Information Technology (IT) department. This contract will provide a pool of support personnel from which IT can utilize when specialized technical support is required.

This contract is included in the OM&A Budget.

Reviewed by:   
Rafael Millan  
Director of IT

  
Jim Greer  
Chief of Technology/Operations

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
COOPERATIVE PURCHASE AGREEMENT  
INFORMATION TECHNOLOGY STAFF AUGMENTATION  
CONTRACT NO. 001948**

This Contract is made this 8<sup>th</sup> day of September 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and 4 CORNER RESOURCES, LLC, 130 S. Orange Avenue, Suite 204, Orlando, FL 32801, hereinafter the CONTRACTOR:

**WITNESSETH:**

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

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

**WHEREAS**, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide information technology staff augmentation services; and,

**WHEREAS**, on or about October 14, 2021, the CONTRACTOR entered an agreement with State of Florida Department of Management services (DMS) under its Contract No. 80101507-21-STC-ITSA to provide substantially the same services as required by CFX; and,

**WHEREAS**, a Request for Proposals seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with DMS for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by DMS; and,

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

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

## **1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

## **2. CONTRACT TERM AND AMOUNT**

The term of the Contract will be three (3) years beginning September 8, 2022. There shall be two (2) renewal options of one year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial three-year Contract terms. The Contract amount shall not exceed \$2,932,644.00 during the term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

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

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

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

### **3. COMPENSATION FOR SERVICES**

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with DMS.

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

Definition of Records:

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

CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

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

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

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

## 6. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with DMS with additional coverage as required below. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements. Additional coverage shall be as follows:

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

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

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

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or 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. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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



## **7. CONTRACTOR RESPONSIBILITY**

CONTRACTOR shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

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

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

7.2 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property 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.

7.3 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.

## **8. INDEMNITY**

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

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

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

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

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

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

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

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

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

## **9. PUBLIC RECORDS**

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

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

9.1 Keep and maintain public records required by the public agency to perform the service.

9.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

9.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

## **10. MEDIA RELEASES**

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

## **11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the “CFX Property”). CFX’s ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the “CFX Intellectual Property”). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX’s registered trademark name for CFX’s electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors’ access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the “CONTRACTOR Property”), and the intellectual property rights associated therewith (collectively, the “CONTRACTOR Intellectual Property”), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as “CONTRACTOR”) warrants and represents the following:

11.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

11.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

11.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX’s use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there is no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

## **12. PERMITS, LICENSES, ETC.**

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

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

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

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

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

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

#### **14. NONDISCRIMINATION**

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

#### **15. SUBLETTING AND ASSIGNMENT**

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

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

#### **16. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

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

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

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

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

#### **18. OTHER SEVERABILITY**

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

#### **19. GOVERNING LAW**

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

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

## **20. RELATIONSHIPS**

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

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

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

## **21. INTERPRETATION**

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

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

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

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



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

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

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

23.4 Obligations upon expiration or termination of the Contract; and

23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

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

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

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

## **25. INSPECTOR GENERAL**

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subcontractors and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

## **26. ASSIGNMENT**

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

## **27. VERIFY**

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

employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

## **28. APPROPRIATION OF FUNDS**

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

## **29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473**

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

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

## **30. NOTICE TO THE PARTIES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX:                   CENTRAL FLORIDA EXPRESSWAY (CFX)  
                          4974 ORL Tower Road  
                          Orlando, Florida 32807  
                          ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY (CFX)  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: Director of IT

CONTRACTOR: 4 CORNER RESOURCES LLC  
135 East Colonial Drive, Suite 200  
Orlando, Florida 32801  
Attn: \_\_\_\_\_

### **31. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" State of Florida Contract  
Exhibit "B" Method of Compensation  
Exhibit "C" Potential Conflict Disclosure Form  
Exhibit "D" CFX Social Media Acknowledgement Form

[ SIGNATURES TO FOLLOW ]

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

4 CORNER RESOURCES LLC

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

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

\_\_\_\_\_  
Title

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

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

Approved as to form and legality by legal  
counsel to the Central Florida  
Expressway Authority on this day of \_\_\_\_\_, 2022  
for its exclusive use and reliance.

By: \_\_\_\_\_  
Diego "Woody" Rodriguez  
General Counsel

EXHIBIT "A"



**State Term Contract  
No. 80101507-21-STC-ITSA  
For  
Information Technology Staff Augmentation**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and 4 CORNER RESOURCES, LLC (Contractor), collectively referred to herein as the "Parties".

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for two years. The Initial Contract Term shall begin on October 1, 2021, or on the last date the Contract is signed by all Parties, whichever is later. The Contract shall expire on October 1, 2023, unless terminated earlier in accordance with the Special Contract Conditions or Additional Special Contract Conditions.

**II. Renewal Contract Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

**III. Contract**

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Contract Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

- a) This Contract document
- a) Contract Exhibit A, Scope of Work
- b) Contract Exhibit B, Additional Special Contract Conditions
- c) Contract Exhibit C, Special Contract Conditions
- d) Contract Exhibit D, Contractor's submitted Executive Summary and Staff Resource Management Plan
- e) Contract Exhibit E, Awarded Job Title Pricing from Contractor's submitted Price Sheet
- f) Contract Exhibit F, Resume Self-Certification Form

- g) Contract Exhibit G, Contractor Selection Justification Form
- h) Contract Exhibit H, Contractor Performance Survey
- i) Contract Exhibit I, Preferred Pricing Affidavit
- j) Contract Exhibit J, Job Family Descriptions

#### **IV. Contract Management.**

**Department's Contract Manager:**

Frank Miller  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
Telephone: (850) 488-8855  
Email: frank.miller@dms.fl.gov

**Contractor's Contract Manager:**

Pete Newsome  
4 CORNER RESOURCES, LLC  
130 South Orange Avenue, Suite 204  
Orlando, FL 32801  
Telephone: 407-872-1521  
Email: pnewsome@4cornerresources.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

**4 CORNER RESOURCES, LLC**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

DocuSigned by:

*Peter Kent Newsome*

501E103AE40547D...

**Peter Kent Newsome**

10/12/2021 | 9:44 AM PDT

**Date:**

DocuSigned by:

*Roz Ingram*

5A2F00B0050240E...

**Rosalyn Ingram, Director of the  
Division of State Purchasing**

10/14/2021 | 3:23 PM EDT

**Date:**



**State Term Contract  
No. 80101507-21-STC-ITSA  
For  
Information Technology Staff Augmentation**

**Contract Exhibit E, Awarded Job Title Pricing from Contractor's submitted Price Sheet**

**4 CORNER RESOURCES, LLC**

<b>Job Family</b>	<b>Job No.</b>	<b>Job Title</b>	<b>Scope Variant</b>	<b>Contractor's Submitted Price</b>
Applications Development	1200	Director Systems and Programming	1. Team Leader	\$120.00
			2. Manager	\$135.00
			3. Sr. Manager	\$150.00
	1210	Mgmt. Applications Development	1. Team Leader	\$110.00
			2. Manager	\$125.00
			3. Sr. Manager	\$135.00
	1220	Applications Architect	A. Entry	\$80.00
			B. Intermediate	\$98.00
			C. Advanced	\$110.00
	1230	Enterprise Application Integration (EA) Engineer	No Variance	\$110.00
	1240	Systems Analyst	A. Entry	\$56.00
			B. Intermediate	\$88.00
			C. Advanced	\$95.00
	1250	Applications Development Analyst	A. Entry	\$62.00
			B. Intermediate	\$83.00
			C. Advanced	\$99.00
Data Strategy and Management	1400	Database Manager	1. Team Leader	\$105.00
			2. Manager	\$125.00
			3. Sr. Manager	\$137.00
	1410	Data Architect	A. Entry	\$75.00
			B. Intermediate	\$105.00
			C. Advanced	\$127.00
	1420	Data Modeler	A. Entry	\$60.00
			B. Intermediate	\$85.00
			C. Advanced	\$105.00
	1430	Database Analyst	A. Entry	\$70.00
			B. Intermediate	\$90.00
			C. Advanced	\$105.00
	1440	Database Administrator	A. Entry	\$65.00
			B. Intermediate	\$95.00
			C. Advanced	\$110.00

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
Quality Assurance	1600	Mgmt. Quality Assurance	1. Team Leader	\$85.00
			2. Manager	\$105.00
			3. Sr. Manager	\$125.00
	1610	Quality Engineering Consultant	No Variance	\$100.00
	1620	Quality Assurance Analyst	A. Entry	\$55.00
			B. Intermediate	\$65.00
			C. Advanced	\$85.00
Technology Research	1801	Manager, Technology Research	No Variance	\$125.00
	1810	Technology Research Analyst	A. Entry	\$65.00
			B. Intermediate	\$86.00
			C. Advanced	\$105.00
Client Technologies	2000	Manager, Client Technologies	1. Team Leader	\$70.00
			2. Manager	\$100.00
			3. Sr. Manager	\$130.00
	2010	Client Technologies Analyst	A. Entry	\$45.00
			B. Intermediate	\$63.00
			C. Advanced	\$75.00
	2020	Client Technologies Technician	A. Entry	\$43.00
			B. Intermediate	\$50.00
			C. Advanced	\$75.00
Customer Support	2200	Mgmt. Customer Support	1. Team Leader	\$62.00
			2. Manager	\$86.00
			3. Sr. Manager	\$115.00
	2210	Customer Support Analyst	A. Entry	\$32.00
			B. Intermediate	\$42.00
			C. Advanced	\$68.00
	2220	Customer Support Technician	A. Entry	\$38.00
			B. Intermediate	\$44.00
			C. Advanced	\$56.00
Network Management	2400	Director, Network Operations	1. Team Leader	\$120.00
			2. Manager	\$135.00
			3. Sr. Manager	\$200.00
	2410	Manager, Network Operations	1. Team Leader	\$85.00
			2. Manager	\$110.00
			3. Sr. Manager	\$140.00
	2420	Network Architect	A. Entry	\$79.00
			B. Intermediate	\$102.00
			C. Advanced	\$112.00
	2430	Network Engineer	A. Entry	\$78.00
			B. Intermediate	\$90.00
			C. Advanced	\$105.00
	2440	Network Analyst	A. Entry	\$60.00
			B. Intermediate	\$78.00
			C. Advanced	\$102.00
	2450	Network Administrator	A. Entry	\$52.00
			B. Intermediate	\$66.00
			C. Advanced	\$85.00



Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	2460	Network Technician	A. Entry	\$45.00
			B. Intermediate	\$56.00
			C. Advanced	\$62.00
Internet Planning, Eng. & Operations	2600	Mgmt. Internet Operations	1. Team Leader	\$145.00
			2. Manager	\$130.00
			3. Sr. Manager	\$152.00
	2610	Internet/Web Architect	A. Entry	\$55.00
			B. Intermediate	\$85.00
			C. Advanced	\$105.00
	2620	Internet/Web Engineer	A. Entry	\$55.00
			B. Intermediate	\$85.00
			C. Advanced	\$105.00
	2630	Web Applications Programmer	A. Entry	\$54.00
			B. Intermediate	\$84.00
			C. Advanced	\$98.00
	2640	Web Designer	A. Entry	\$44.00
			B. Intermediate	\$55.00
			C. Advanced	\$90.00
	2650	Webmaster	A. Entry	\$47.00
			B. Intermediate	\$64.00
			C. Advanced	\$85.00
	2660	Internet/Web Systems Administrator	A. Entry	\$47.00
			B. Intermediate	\$73.00
			C. Advanced	\$90.00
	2670	Web Customer Support Specialist	A. Entry	\$45.00
			B. Intermediate	\$55.00
			C. Advanced	\$70.00
Operations	2800	Director, Data Center Operations	No Variance	\$145.00
	2810	Manager, Computer Operations	1. Team Leader	\$70.00
			2. Manager	\$95.00
			3. Sr. Manager	\$130.00
	2820	Supervisor, Computer Operations	1. Team Leader	\$68.00
			2. Manager	\$92.00
	2830	Computer Operator	A. Entry	\$35.00
			B. Intermediate	\$42.00
			C. Advanced	\$47.00
	2840	Manager, Capacity Planning	No Variance	\$110.00
Telecommunications	3000	Manager, Telecommunication Operations	1. Team Leader	\$85.00
			2. Manager	\$112.00
			3. Sr. Manager	\$130.00
	3010	Telecommunication Engineer	A. Entry	\$50.00
			B. Intermediate	\$74.00
			C. Advanced	\$92.00

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
Electronic Commerce	3020	Telecommunication Technician	A. Entry	\$49.00
			B. Intermediate	\$63.00
			C. Advanced	\$75.00
	3200	Director, Electronic Commerce	No Variance	\$162.00
	3210	Manager, Electronic Commerce	No Variance	\$110.00
	3220	Electronic Commerce Analyst	A. Entry	\$49.00
			B. Intermediate	\$74.00
			C. Advanced	\$100.00
	3230	EDI Specialist	A. Entry	\$60.00
			B. Intermediate	\$75.00
			C. Advanced	\$82.00
Business Intelligence Systems Management	3400	Director, Data Warehouse	1. Team Leader	\$120.00
			2. Manager	\$148.00
			3. Sr. Manager	\$180.00
	3410	Manager, Data Warehouse	No Variance	\$140.00
	3420	Business Intelligence Analyst	No Variance	\$120.00
	3430	Data Warehouse Analyst	A. Entry	\$64.00
			B. Intermediate	\$82.00
			C. Advanced	\$102.00
	3440	Data Warehouse Administrator	No Variance	\$100.00
	3600	Manager, Decision Support	No Variance	\$118.00
	3610	Decision Support Specialist	A. Entry	\$52.00
			B. Intermediate	\$68.00
			C. Advanced	\$80.00
	3620	Decision Support Administrator	A. Entry	\$65.00
			B. Intermediate	\$85.00
			C. Advanced	\$105.00
	3800	Manager, CRM Technology	No Variance	\$150.00
	4000	Knowledge Engineer	No Variance	\$125.00
Enterprise Resource Planning (ERP)	4200	ERP Team Lead	No Variance	\$135.00
	4210	ERP Team Member	No Variance	\$110.00
	4220	ERP Configurer	No Variance	\$70.00
	4230	ERP Programmer/Analyst	A. Entry	\$60.00
			B. Intermediate	\$75.00
			C. Advanced	\$95.00
	4240	ERP Systems Support Specialist	No Variance	\$80.00
	4250	ERP Systems Administrator	No Variance	\$95.00
	4600	Basis/Ale Technical Consultant	No Variance	\$125.00
Sourcing and Vendor Relationship Management	4800	Chief Sourcing Officer	No Variance	\$160.00
	4810	Manager IT Procurement	No Variance	\$115.00
	4820	IT Procurement Specialist	No Variance	\$65.00
	5000	Manager, Vendor Relationships	1. Team Leader	\$70.00
			2. Manager	\$95.00
			3. Sr. Manager	\$130.00
	5010	Manager, Outsourcing Contracts	No Variance	\$115.00
	5020	Contracts Manager	No Variance	\$90.00
	5040	Finance/Administration Specialist	A. Entry	\$60.00
			B. Intermediate	\$80.00
			C. Advanced	\$100.00

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
Business Management / Administration	5200	Technical Advisor	No Variance	\$120.00
	5400	Asset Manager	No Variance	\$100.00
	5410	Asset Management Administrator	A. Entry	\$50.00
			B. Intermediate	\$58.00
			C. Advanced	\$68.00
	5500	Director, HR/IT	No Variance	\$150.00
	5600	Manager, HR/IT Staffing	No Variance	\$90.00
	5610	Technical Recruiter	A. Entry	\$45.00
			B. Intermediate	\$70.00
			C. Advanced	\$100.00
	5620	HR/IT Generalist	A. Entry	\$50.00
			B. Intermediate	\$65.00
			C. Advanced	\$95.00
	5800	Documentation Specialist/Technical Writer	A. Entry	\$50.00
			B. Intermediate	\$62.00
			C. Advanced	\$75.00
	6000	Manager, IT Finance	No Variance	\$125.00
	6100	Director, IT Risk and Compliance	No Variance	\$180.00
	6200	Manager, IT Audit	No Variance	\$130.00
	6210	IT Auditor	No Variance	\$92.00
	6400	Business Management Specialist	No Variance	\$100.00
Training	6600	Manager, Technical Training	1. Team Leader	\$70.00
			2. Manager	\$90.00
			3. Sr. Manager	\$125.00
	6610	Technical Trainer	A. Entry	\$50.00
			B. Intermediate	\$60.00
			C. Advanced	\$70.00
Security Management	6800	Security Manager	1. Team Leader	\$80.00
			2. Manager	\$105.00
			3. Sr. Manager	\$125.00
	6810	Security Analyst	A. Entry	\$55.00
			B. Intermediate	\$75.00
			C. Advanced	\$95.00
	6820	Data Security Specialist	No Variance	\$90.00
	6830	Network Security Specialist	No Variance	\$110.00
Business Continuity Management	6840	System Security Specialist	No Variance	\$85.00
	6850	Web Security Specialist	No Variance	\$95.00
	7000	Manager, Business Continuity	No Variance	\$125.00
Product Development	7010	Business Continuity Specialist	No Variance	\$95.00
	7200	Manager, Product Development	1. Team Leader	\$75.00
			2. Manager	\$105.00
			3. Sr. Manager	\$130.00
	7210	Product Architect	No Variance	\$130.00
	7220	Product Engineer	A. Entry	\$50.00
			B. Intermediate	\$75.00
			C. Advanced	\$100.00

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	7230	Product Developer	A. Entry	\$60.00
			B. Intermediate	\$92.00
			C. Advanced	\$105.00
Systems Programming & Admin.	7400	Manager, Systems Software	1. Team Leader	\$100.00
			2. Manager	\$120.00
			3. Sr. Manager	\$150.00
	7410	Systems Architect	A. Entry	\$55.00
			B. Intermediate	\$85.00
			C. Advanced	\$140.00
	7420	Systems Software Programmer	A. Entry	\$60.00
			B. Intermediate	\$85.00
			C. Advanced	\$105.00
	7430	Groupware Specialist	A. Entry	\$65.00
			B. Intermediate	\$88.00
			C. Advanced	\$100.00
	7440	Systems Administrator	A. Entry	\$55.00
			B. Intermediate	\$70.00
			C. Advanced	\$90.00
Business Analysis and Planning	7450	UNIX System Administrator	No Variance	\$102.00
	7460	Storage Management Specialist	No Variance	\$100.00
	7500	Director, Enterprise Architecture	No Variance	\$185.00
			1. Team Leader	\$102.00
			2. Manager	\$135.00
	7600	Manager, IT Business Planning	3. Sr. Manager	\$145.00
			No Variance	\$135.00
			A. Entry	\$45.00
	7610	Enterprise Architect	B. Intermediate	\$75.00
			C. Advanced	\$100.00
	7620	Business Process Consultant	A. Entry	\$55.00
			B. Intermediate	\$82.00
			C. Advanced	\$95.00
Release Management	7630	IT Business Consultant	A. Entry	\$45.00
			B. Intermediate	\$75.00
			C. Advanced	\$88.00
	7640	Business Analyst	No Variance	\$170.00
			A. Entry	\$120.00
			B. Intermediate	\$50.00
	7700	Director, Business Relationships	C. Advanced	\$80.00
			No Variance	\$92.00
			A. Entry	\$50.00
	7800	Manager, Customer Relations	B. Intermediate	\$80.00
			C. Advanced	\$85.00
			No Variance	\$92.00
Program Management	8000	Configuration Management Analyst	No Variance	\$92.00
			A. Entry	\$50.00
			B. Intermediate	\$80.00
	8010	Release/Build Engineer	C. Advanced	\$85.00
			No Variance	\$92.00
			A. Entry	\$50.00
Program Management	8200	Director, Program Management	B. Intermediate	\$80.00
			C. Advanced	\$85.00
			No Variance	\$92.00
	8210	Program Manager	A. Entry	\$50.00
			B. Intermediate	\$80.00
			C. Advanced	\$85.00
Program Management	8220	Project Manager	No Variance	\$92.00
			A. Entry	\$50.00
			B. Intermediate	\$80.00
	8220	Project Manager	C. Advanced	\$85.00
			No Variance	\$92.00
			A. Entry	\$50.00

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	8230	Project Leader	A. Entry	\$55.00
			B. Intermediate	\$95.00
			C. Advanced	\$102.00
	8235	Project Management Specialist	No Variance	\$82.00
	8240	Resource Manager	No Variance	\$108.00
Customer Service Hotline	8400	Manager, Customer Service Hotline	No Variance	\$80.00
	8410	Customer Service Hotline Representative	A. Entry	\$34.00
			B. Intermediate	\$40.00
			C. Advanced	\$50.00
Technical Product Support	8600	Manager, Technical Product Support	1. Team Leader	\$70.00
			2. Manager	\$80.00
			3. Sr. Manager	\$95.00
	8610	Technical Product Support Analyst	No Variance	\$65.00
	8620	Technical Product Support Specialist	A. Entry	\$35.00
			B. Intermediate	\$50.00
			C. Advanced	\$65.00

## **Contract Exhibit A Scope of Work**

### **1. Purpose**

To provide Customers with a State Term Contract (STC) for information technology staff augmentation services, pursuant to the terms set forth in this Scope of Work.

### **2. Definitions**

**Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m., in the time zone the Customer is located.

**Ceiling Rate** – The maximum Proposed Price a Bidder may propose for an associated Job Title or Scope Variant while still being deemed to have submitted the lowest responsive bid.

**Confidential Information** – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

**Contract** – The written agreement between the Department and the awarded Bidder(s) resulting from ITB No. 21-80101507-ITB.

**Contractor** – A Vendor that enters into a Contract with the Department as a result of ITB No. 21-80101507-ITB.

**Customer** – A State Agency or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

**Department** – The Department of Management Services, a State Agency.

**Information Technology (IT) Experience** – Experience working in the computer science industry that involves performing IT services and utilizing equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material.

**Information Technology (IT) Staff Augmentation Contract Experience** – Demonstrated prior work experience in the allocation and outsourcing of qualified information technology Staff to augment a workforce on a temporary basis.

**Job Family** – A group of related Job Titles within the Job Family Descriptions document, Contract Exhibit J.

**Job Title** – The position described within the Job Family Descriptions document, Contract Exhibit J. The Job Family Descriptions document includes each Job Title's general characteristics and dimensions.

**Operational Formula** – The day-to-day actions of a company that are guided by a policy or procedure that is prescribed for repetitive use as a practice, in accordance with agreed upon operations that are aimed at obtaining a desired outcome.

**Prequalification** – A determination by the Department that a responsible and responsive Bidder is deemed to have submitted the lowest responsive Bid and has met the minimum requirements within the solicitation (including capability, experience, and past performance) for participation

on the Contract. A Bidder who has been Prequalified is authorized to respond to Requests for Quotes from Customers in accordance with section 287.0591(6), F.S.

**Principal Personnel** – The management of the Bidder company who make operational decisions.

**Proposed Price** – The Vendor’s maximum hourly rate for an associated Job Title or Scope Variant for the initial and renewal term. A “not to exceed” price.

**Scope Variant** – A gradation of experience within a Job Title.

**Staff** – The temporary staff provided by the Contractor or Contractor’s subcontractor(s) to render information technology services identified by Customers.

**State** – The State of Florida.

### **3. Contractor’s General Responsibilities**

The Contractor, regardless of any delegation or subcontract entered by the Contractor, shall be responsible for the following when providing information technology staff augmentation services:

- 3.1 The Contractor is responsible for the comprehensive management of Staff. Staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment and the Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by state and federal law associated with payment of Staff.
- 3.2 The Contractor shall provide Staff in accordance with Customer Requests for Quote (RFQ), and as described in Contract Exhibit J, [Job Family Descriptions document](#). Customers may include detailed scopes of work, specific requirements of the work to be performed, and any requirements of Staff within the Request for Quote.
- 3.3 The Contractor shall possess the professional and technical staff necessary to allocate, outsource, and manage qualified Staff to perform the services requested by the Customer.
- 3.4 The Contractor shall provide Customers with Staff who have sufficient skill and experience to perform the services assigned to them.
- 3.5 The Contractor is responsible for ensuring that all information technology staff augmentation services furnished under the Contract meet the professional standards and quality that prevails among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances.
- 3.6 The Contractor shall provide, at its own expense, training necessary for keeping Contractor’s Staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

- 3.7 The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor's Staff.
- 3.8 The Contractor, throughout the term of the Contract, shall maintain all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required for Contractor and Staff to perform the information technology staff augmentation services.
- 3.9 Contractor shall be responsible for all costs associated with the administration of this Contract.
- 3.10 The Contractor shall adhere to all work policies, procedures, and standards established by the Department and Customer.
- 3.11 The Contractor shall ensure that Staff conform with the Customer's policies in all respects while on the Customer's premises, and is responsible for obtaining all rules, regulations, policies, etc.
- 3.12 Contractor shall only provide information technology staff augmentation services for those Job Titles awarded to the Contractor and shall be paid on an hourly basis. Contracts resulting from this solicitation should not be structured as fixed-price agreements or used for any services requiring authorization for payment of milestone tasks.

#### **4. Subcontracts and Staff**

- 4.1 The Contractor is fully responsible for satisfactory completion of all work on this Contract. The Contractor shall ensure and provide assurances to the Department or Customer upon request, that any subcontractor(s) or Staff provided under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract.

The Contractor must provide the Customer with the names of Staff considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any Staff whose qualifications or performance, in the Customer's exclusive judgment, is insufficient.

- 4.2 The Contractor agrees to be responsible for all work performed and all expenses incurred by subcontractors and Staff while performing work under this Contract.
- 4.3 Any subcontract or Staff arrangements must be evidenced by a written document available to the Department or Customer
- 4.4 The Contractor agrees to make payments to the subcontractor or Staff within seven (7) working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor or required by law.
- 4.5 The Contractor agrees that neither the Department nor the Customer shall be liable to any subcontractor or Staff for any expenses or liabilities incurred in furtherance of this



Contract, and Contractor shall be solely liable to the subcontractor and Staff for all expenses and liabilities incurred under the Contractor's contract or subcontract. The Contractor, at its expense, shall defend the Customer and the Department against any subcontractor or Staff claims regarding compensation or payment.

- 4.6 Requests to utilize subcontractors to provide Staff shall be made to the Department utilizing the form located at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/subcontractor\\_dealer\\_reseller\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms)
- 4.7 The Department supports diversity in its procurements and contracts, and requests that Contractors who engage in subcontracting offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the Office of Supplier Diversity at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com) for information on certified business enterprises available for subcontracting opportunities.

## **5. Conduct of Employees and Staff**

Contractor shall ensure that all of Contractor's employees and Staff provided under the Contract shall adhere to the standards of conduct prescribed in the Customer's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies, and procedures of the Customer, including but not limited to Rule Chapter 33-208, Florida Administrative Code. The Contractor shall ensure that all Staff and employees wear attire suitable for the position, either a standard uniform or business casual dress, as may be identified by the Customer.

## **6. Contractor Security Clearance**

Customers may designate certain duties and/or positions as positions of "special trust" because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of the Customer. Contractor or Contractor's employees and Staff who, in the performance of this Contract, will be assigned to work in positions determined by the Customer to be positions of special trust, may be required to submit to background screening and be approved by the Customer to work on this Contract.

## **7. Purchasing Card**

The State has implemented a purchasing card program using the Visa platform. The Contractor may receive payments via the State's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State's new Purchasing Card platform within 30 calendar days of notification of such change.

## **8. Purchase Order Requirements**

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes, when making purchases off of this State Term Contract. Customers shall issue Request for Quotes to at least 25 vendors approved to provide IT Staff Augmentation services in accordance with section 287.0591(5), Florida Statutes. Customers shall order services from the Request for Quote via a Purchase Order with the Customers' selected Contractor. The terms of the Purchase Order shall not conflict with the terms and conditions established by this Contract.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

## **9. Request for Quotes**

- 9.1 Customers needing information technology staff augmentation services will create a Request for Quote eQuote event in MFMP Sourcing, each time they desire to solicit information technology staff augmentation services. The Customer shall issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed.
- 9.2 The Customer shall select at least one (1) awarded Contractor for the RFQ event. MFMP Sourcing will automatically add an additional twenty-five (25) randomly selected awarded Contractors to the RFQ event. All twenty-six (26) awarded Contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab.
- 9.3 Pursuant to section 287.056(2), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.
- 9.4 All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQ's on this contract. Customers who do not utilize MFMP will create a RFQ document each time they desire to solicit information technology staff augmentation services and shall send the RFQ document electronically via email to at least (25) awarded or prequalified Contractors.

## **10. Resume Self-Certification Form**

When submitting a response to an RFQ the Contractor shall submit with its response a completed and signed Resume Self-Certification Form (Contract Exhibit F) to the Customer for each proposed Staff member identified in the RFQ response.

## **11. Ongoing Performance Measures**

The Department intends to use performance-reporting tools in order to measure the performance of Contractor(s). These tools will include the Contractor Performance Survey (Exhibit H), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Vendor performance through the term of the Contract(s) and ensure that Contractor(s) consistently provide quality services to the State and its Customers. The Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

## **12. Holidays**

The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day

- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

### 13. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with the Special Contract Conditions)	Annual	Contract Anniversary Date

### 14. MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

### 15. Quarterly Sales Reports

The Contractor shall submit a completed Quarterly Sales Report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format).

The Contract Quarterly Sales Report will include all sales and orders associated with this Contract from Customers received during the reporting period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager.

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period

Quarter 2 – (October-December) – due 30 calendar days after the close of the period

Quarter 3 – (January-March) – due 30 calendar days after the close of the period

Quarter 4 – (April-June) due 30 calendar days after the close of the period

Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

#### **16. Diversity Report**

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

#### **17. Ad Hoc Reports**

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

#### **18. Business Review Meetings**

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues

- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

### 19. Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 <sup>th</sup> calendar day after the close of each month	\$100 per Calendar Day late/not received by the Contract Manager

### 20. Routine Communications

All routine communications related to the Contract shall be sent to the Department's Contract Manager. If any of the Contractor's contract information changes during the life of the Contract, the Contractor shall notify the Department's Contract Manager; such updates do not necessitate a formal amendment to the Contract. Communications relating to a Customer contract or purchase order should be addressed to the contact person identified in the contract or purchase order. Routine communications may be by email, regular mail, or telephone.

### 21. Contract Transition

Upon Contract expiration or termination, the Contractor shall ensure a seamless transfer of Contract responsibilities with any subsequent Contractor necessary to transition the Products and services of the Contract. The incumbent Contractor assumes all expenses related to the contract transition.

### 22. Other Fees and Charges

Additional fees (including but not limited to, property taxes, fuel surcharges, interest fees, license fees, and late payment fees except where permitted by section 215.422(3)(b), F.S.) or fees not permitted elsewhere in the Contract are prohibited.



## **Contract Exhibit B ADDITIONAL SPECIAL CONTRACT CONDITIONS**

**The sections of the Special Contract Conditions referenced below are replaced in their entirety or added as follows:**

### **2.2 Renewal.**

Upon written agreement, the Department and Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

### **5.1 Conduct of Business.**

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall ensure a representative will be available to team members of the continuing oversight team.

### **5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.**

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**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 DEPARTMENT'S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (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 Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the 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 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.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

#### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

#### 13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.



This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

**Contract Exhibit C**  
**SPECIAL CONTRACT CONDITIONS**  
**JULY 1, 2019 VERSION**

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included  
herein by reference but is superseded in its entirety by these Special  
Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the contract performance, will be identified in a separate writing to the Department upon contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone Number  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an Amendment to the Contract.

#### 4.5 Diversity. 407-872-1521

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The



Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (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 Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the 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 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.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications 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 in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.



## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.


# **CONSENT AGENDA ITEM**

**#18**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 19, 2022

SUBJECT: Approval of Purchase Order to Amtech Systems, LLC for  
Encompass 6 AVI Readers (E6 Readers)  
Project Nos. 417-141, 417-149, 429-153, 528-161, 429-152, 417-150,  
528-165, 516-238, 516-237, and 408-315

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Board approval is requested to issue a purchase order to Amtech Systems, LLC in the amount of \$736,700.00 to purchase AVI E6 Readers to install systemwide.

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

Reviewed by:



Joann Chizlett  
Director of Special Project




Jim Greer

**CONSENT AGENDA ITEM  
#19**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 19, 2022

SUBJECT: Approval of Purchase Order to Oracle America, Inc. for  
Database Software Licenses Update and Support

---

Board approval is requested to issue a purchase order to Oracle America, Inc. in the amount of \$123,145.14 to continue product support and upgrades for various database software licenses for a one-year period from November 15, 2022 to November 14, 2023.

Oracle America, Inc. has been designated as a single source provider for these services.

This purchase is included in the OM&A Budget.

Reviewed by:   
\_\_\_\_\_  
Rafael Millan  
Director of IT

  
\_\_\_\_\_  
Jim Greer

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Aneth Williams, Director of Procurement

FROM: Rafael Millan, Director of Information Technology

DATE: August 19, 2022

SUBJECT: Single Source Justification for Oracle America Inc.

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Approval is requested to designate Oracle America Inc, PO BOX 71028, Chicago, IL 60694-1028 as single source vendor exempt from the competitive bidding process for the Oracle Database Software solution.

The software purchased from this vendor is currently used as the database platform for our Toll Collection System on both the main Host and backup Host servers as well as other legacy development, training and testing servers. The software support is purchased directly from the software manufacturer, and it includes new software versions, security updates, bug fixes and technical support for troubleshooting problems at no additional cost. Without this maintenance we would be unable to address any potential bug, security vulnerability or problem with the software. Since Oracle is the manufacturer, only they can make modifications to their proprietary software, so there is no other vendor that can provide this support to us.

*Rafael Millan*

Date: Aug 19, 2022

Rafael Millan  
Director of Information Technology

*Aneth Williams*

Date: Aug 19, 2022

Aneth Williams  
Director of Procurement


**CONSENT AGENDA ITEM  
#20**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

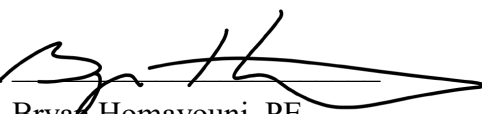
DATE: August 23, 2022


SUBJECT: Approval of Michael Baker International, Inc. as a Subconsultant to AECOM  
Technical Services, Inc. for General Systems Consultant Services  
Contract No. 001215

---

Board approval of Michael Baker International, Inc. as a subconsultant to AECOM Technical Services, Inc. to provide support to CFX's ongoing sustainability efforts is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:

  
Bryan Homayouni, PE  
Director of Intelligent Transportation Systems

  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant: AECOM \_\_\_\_\_ Date: 08/05/2022 \_\_\_\_\_

CFX Contract Name: General Systems Consultant Services CFX Contract No.: 001215 \_\_\_\_\_

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Michael Baker International, Inc. \_\_\_\_\_

Address: 200 S. Orange Avenue, Suite 1050 \_\_\_\_\_

Phone No.: 407-562-4200 \_\_\_\_\_

Federal Employee ID No.: \_\_\_\_\_

Description of Services to Be Sublet: Michael Baker International shall work with CFX staff to create and update the CFX sustainability report and program.

Estimated Beginning Date of Sublet Services: 08/01/2022 \_\_\_\_\_

Estimated Completion Date of Sublet Services: 07/31/2023 \_\_\_\_\_

Estimated Value of Sublet Services\*: \$ Over \$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, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: M. Janet Everett  
(Signature of Consultant Representative)

Project Manager Vice President  
Title

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

Date: 8/23/2022

Approved by: [Signature]  
(Signature of Appropriate Chief)

Date: 08/24/2022

**Attach Subconsultant's Certificate of Insurance to this Request.**

**CONSENT AGENDA ITEM  
#21**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Robert Johnson*  
Director of Procurement

DATE: August 31, 2022

SUBJECT: Approval of Interlocal Agreement with the University of Central Florida (UCF) for Wrong-Way Data Collection, Reporting and Resolving of Wrong-Way Driving (WWD) Alerts from CFX Exit Ramps and Mainline Locations  
Contract No. 001944

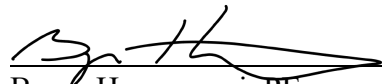
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Board approval of an interlocal agreement with the University of Central Florida in the not-to-exceed amount of \$237,000.00 for Wrong-Way Data Collection, Reporting and Resolving of Wrong-Way Driving (WWD) Alerts from CFX Exit Ramps and Mainline Locations is requested. This agreement is exempt from the competitive procurement process established by the Procurement Policy.

This three-year study includes collecting WWD data and reporting the alerts from the installed detection and countermeasure deployments.

This agreement is included in the OM&A Budget.

Reviewed by:

  
Bryan Homayouni, PE  
Director of ITS

  
Glenn Pressimone, PE

**INTERLOCAL AGREEMENT BETWEEN  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
UNIVERSITY OF CENTRAL FLORIDA**

**CONTRACT NO. 001944**

THIS AGREEMENT is made this 8<sup>th</sup> day of September 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body and corporate politic and agency of the State of Florida, hereinafter referred to as "CFX" and the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, a public bod corporate of the State of Florida , hereinafter referred to as "UNIVERSITY"

WHEREAS, the UNIVERSITY is authorized by Section 1004.22, Florida Statutes, to enter into interlocal agreements providing for the performance by one governmental unit on behalf of another of any function which either agency is authorized to perform; and

WHEREAS, CFX was created and established to acquire, hold, construct, improve, maintain and operate the Central Florida Expressway Authority System, pursuant to Part IV, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.754, Florida Statutes, CFX has been granted the power to make and enter into contracts or other transactions and to do all acts and things necessary or convenient for the conduct of its business and for carrying out the purposes of CFX; and

WHEREAS, CFX desires that the UNIVERSITY to perform a study entitled “CFX Wrong-Way Data Collection, Reporting, and Resolving of Wrong-Way Driving Alerts from CX Exit Ramps and Mainline Locations”.

NOW, THEREFORE, in consideration of the promises herein made and the benefits to accrue to the parties, and for good and valuable consideration, the parties

agree as follows:

1. Term Services to be provided by the UNIVERSITY shall begin January 2, 2023 and shall be completed December 31, 2025 unless extended by written modification and signed by the parties.
2. Services The UNIVERSITY shall provide the services outlined in the attached **Exhibit A** Any changes must be approved in writing by the authorized representatives of the parties.
3. Anything contained herein to the contrary notwithstanding, CFX shall have final approval of the study product as it relates to its implementation on CFX system.
4. Payment CFX shall pay the UNIVERSITY for its services as outlined in the budget included in **Exhibit A**, which states that there will be a total of six (6) invoices of \$39,500 once every six months, All deliverables/invoices submitted by the UNIVERSITY must be approved in writing by CFX prior to payment by CFX to the UNIVERSITY. The payment for all work shall not exceed \$237,000.00. The invoices shall be submitted in a format acceptable to CFX with detail sufficient for a proper pre-audit and post-audit thereof. Invoices submitted for pre-authorized travel expenses shall be paid in accordance with the rates specified in Section 112.061, Florida Statutes. Payment will be remitted to:

The University of Central Florida Board of Trustees  
PO Box 160118  
Orlando, FL 32816-0118

5. Administrative Personnel

CFX:

Technical and Contractual:  
Bryan Homayouni, P.E.  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Phone: (407) 690-5333  
E-mail: Bryan.Homayouni@CFXway.com

UNIVERSITY:

Technical:

Dr. Haitham Al-Deek, Ph.D., P.E.  
Professor of Engineering, CECE Department  
University of Central Florida  
4000 Central Florida Boulevard  
Orlando, FL 32816-2450  
Phone: (321) 695-7664  
Fax: (407) 823-3315  
e-mail: Haitham.Al-Deek@ucf.edu

Contractual:

Stephane Rodriguez-Makhlouf  
Assistant Director, Sponsored Programs  
University of Central Florida  
12201 Research Parkway, Suite 501  
Orlando, FL 32826-3252  
Phone: (407) 823-0263  
Fax: (407) 823-3299  
e-mail: Stephanie.R.Makhlouf@ucf.edu

6. Records and Audit The UNIVERSITY agrees to keep and maintain accounts in order to record complete and correct entries as to all costs and expenditures. No funds provided by CFX shall be expended for expenses other than for the study. Such books and records shall be available at all reasonable times during normal business hours for examination and audit by CFX. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CFX of any fees, expenses or costs based upon such entries.

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

UNIVERSITY 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 UNIVERSITY 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, UNIVERSITY agrees to comply with Section 119.0701, Florida Statutes, and to:

7.1 Keep and maintain public records required by the public agency to perform the service.

7.2 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.

7.3 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 UNIVERSITY does not transfer the records to the public agency.

7.4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of UNIVERSITY or keep and maintain public records required by the public agency to perform the service. If UNIVERSITY transfers all public records to the public agency upon completion of the contract, UNIVERSITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UNIVERSITY keeps and maintains public records upon completion of the contract, UNIVERSITY 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 UNIVERSITY in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), UNIVERSITY shall immediately notify CFX. In the event UNIVERSITY has public records in its possession, UNIVERSITY shall comply with the Public Records Act and UNIVERSITY must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by UNIVERSITY 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 UNIVERSITY to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

Both parties and any subconsultants to this Agreement 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. If either party claims such material to be exempt from public inspection such party shall provide the other party written citation to the appropriate statutory exemption.

8. Extensions CFX and the UNIVERSITY agree that at future dates this Agreement may be extended or supplemented for future services, as mutually agreed to and signed by the authorized representatives of the parties.

9. Assumption of Risk Each party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, agents or employees while acting within the scope of their employment. Neither party, nor any of its agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the other party or any of its officers, agents or employees. In no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether it was advised or had reason to know of the possibility of incurring such damages in advance.

10. No contingency Fee The UNIVERSITY warrants that it has not employed or obtained any company or person, other than bona fide employees or consultants of the UNIVERSITY to solicit or to secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees employed by the UNIVERSITY. For the breach or violation of this provision, CFX shall have the right to terminate the Agreement at its discretion.

11. No Assignments without Written Consent This Agreement or any interest

herein shall not be assigned, transferred or otherwise encumbered under any circumstances by either party without the prior written consent of the other party. However, the Agreement shall run to CFX and its successors.

12. Termination This Agreement may be terminated by the either party upon 30 days written notice to the other. In the event of termination by the parties CFX will pay the UNIVERSITY for all costs incurred and any non-cancellable obligations properly incurred through the date of termination.

13. Publication The parties agree that UNIVERSITY may publish the results of the work in its own form. CFX shall be furnished with copies of any proposed publication, to review for confidential information only, thirty (30) days in advance of the intended publication date. CFX will complete its review and provide UNIVERSITY with any objections within thirty (30) days of receipt, In the absence of timely objection, UNIVERSITY shall be free to proceed without restriction, subject to compliance with the exemptions and provisions set forth in the Florida Statutes and law. In the event of an objection, the parties will negotiate in good faith the removal of the confidential material.

14. Ownership Except for ownership of Intellectual Property pursuant to Section 15, and publications pursuant to Section 13, CFX is and shall be and remain the sole owner of all deliverable documents, software, data and items developed with respect to and in connection with the performance of this Agreement. UNIVERSITY may not use such materials in any way, other than in performance of its services under the terms of this Agreement, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. Deliverable information and work product generated in connection with this Agreement shall be the property of CFX. UNIVERSITY shall not transfer, disclose or otherwise use such information or work product for any purpose other than in performance of its duties hereunder, without CFX's prior written consent, which may be withheld or granted in the sole discretion of CFX. Information and materials with respect to CFX and this Agreement obtained by UNIVERSITY during the

Term of this Agreement shall remain confidential for a period of three (3) years from the Effective Date. Notwithstanding the foregoing, both parties will be subject to the requirements of the Florida Public Records law and any valid court order.

15. Intellectual Property The term “Intellectual Property” means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data bases and works of authorship.

Intellectual Property developed solely by UNIVERSITY shall be solely and exclusively owned by UNIVERSITY (“UNIVERSITY Intellectual Property”). Intellectual Property developed solely by CFX shall be solely and exclusively owned by CFX (“CFX Intellectual Property”). “Joint Intellectual Property” means any Intellectual Property developed jointly by CFX and UNIVERSITY under this Agreement. Joint Intellectual Property will be owned jointly by CFX and UNIVERSITY, who agree to jointly determine proper inventorship, authorship, and ownership subject to Title 35 of the United States Code for inventions and Title 17 of the United States Code for works of authorship, and to jointly determine filing and licensing.

“Background Intellectual Property” means Intellectual Property which was in existence, prior to the Effective Date of this Agreement, or which is subsequently created or developed by a party so long as such creation or development was not in the course of this project. The parties agree that Background Intellectual Property of CFX and UNIVERSITY is their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in the Background Intellectual Property of the other party.

Nothing in the Agreement shall circumvent or restrict either party’s pre-existing obligations with the U.S. government pertaining to any kind of intellectual property or any copyrightable material or other Intellectual Property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of agreements

or arrangements between either parties, and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property or any copyrightable material or other intellectual property which is being developed.

Notwithstanding any provision to the contrary in the Agreement, UNIVERSITY shall retain the right to practice any invention, discovery and copyright developed hereunder for its own academic, non-commercial research and teaching purposes.

16. Dispute Resolution The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior executives of the parties who have CFX to settle the controversy.

The disputing party shall give the other party written notice of the dispute. Within twenty days after receipt of said notice or longer with the prior written approval from the disputing party, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive who will represent that party. The executives shall meet at a mutually acceptable time and place within thirty days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

In the event a dispute arising out of or related to this Agreement (on the Services performed thereunder) has not been resolved pursuant to the aforesaid mediation procedure within sixty days of the initiation of such procedures, the parties shall be free to pursue any available legal remedies.

17. Governing Law; Venue This Agreement and the rights of the parties will be governed and construed in accordance with the laws of the State of Florida and the United States, without regard to its choice of law principles. The parties agree that jurisdiction and venue for any action arising under this Agreement shall lie exclusively

within either the state courts of Florida located in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division. The parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.

18. Time is of the Essence CFX and the UNIVERSITY recognize that time is of the essence with respect to the Agreement and UNIVERSITY shall meet the date specified in Exhibit A attached hereto.

19. Waiver No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

20. Force Majeure Neither party shall be liable in damages or have the right to terminate this Agreement for the delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

21. Export Control Both parties are subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by the parties that they will not re-export data or commodities to certain foreign countries without prior approval of

the cognizant government agency. While UNIVERSITY agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UNIVERSITY cannot and does not guarantee that such licenses will be granted.

22. No Warranties UNIVERSITY is a NON-PROFIT EDUCATIONAL INSTITUTION. UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH AND WORK PERFORMED UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY DEVELOPED By UCF UNDER THIS AGREEMENT WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UNIVERSITY MAKES NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY. IF CFX CHOOSES TO EXPLOIT RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

23. Non-Use of Name UNIVERSITY and CFX may not use each other's name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without each other's express written consent. Any proposed public statement, advertisement, press release or communications by either party shall be submitted to the other party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication.

24. Independent Contractor UNIVERSITY shall provide services under this Agreement as an independent contractor and as such shall maintain complete control over and be responsible for all of its operations and personnel. This Agreement shall not be deemed to create any other form of employment relationship or business organization

between the parties.

25. Severability If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall remain in full force and effect.

26. Counterparts This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.

27. Entire Agreement This Agreement and its Exhibit(s) constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

28. No Third Party Beneficiaries This Agreement shall not be construed to inure to the benefit of or to invest rights in any third parties and shall inure only to the benefit of the parties hereto.

29. Unauthorized Aliens The AUTHORITY shall consider the employment by the UNIVERSITY of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the UNIVERSITY knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

**UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

BY: \_\_\_\_\_  
Aneth Williams  
Director of Procurement

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

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

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

Legal Content Approved for the University:

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

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

Approved as to form and legality  
by legal counsel to the Central  
Florida Expressway Authority on  
this day of \_\_\_\_\_, 2022  
for its exclusive use and reliance.

By: \_\_\_\_\_  
Diego "Woody" Rodriguez  
General Counsel



June 1, 2022

Bryan Homayouni, P.E.  
Director of Intelligent Transportation Systems  
Central Florida Expressway Authority  
4974 ORL Tower Road, Orlando, FL 32807  
407.690.5333 (p) • 407.284.9376 (c)

RE: UCF Proposal: Central Florida Expressway Authority

Dear Mr. Homayouni:

On behalf of Dr. Haitham Al-Deek, The University of Central Florida Board of Trustees and the College Engineering and Computer Science are pleased to submit the enclosed proposal.

**Title:** CFX Wrong-Way Data Collection, Reporting, and Resolving of Wrong-Way Driving Alerts from CFX Exit Ramps and Mainline Locations

**UCF Principal Investigators:** Haitham Al-Deek, Ph.D.

**Period of Performance:** 1/2/2023- 12/31/2025

**Amount Requested:** \$237,000 (Total Costs)

UCF expressly reserves the right to negotiate applicable terms and conditions at the time of award and/or to decline the award. In no case will UCF be bound by any terms or conditions that are in violation of applicable laws or regulations.

For any technical questions, please contact Dr. Al-Deek via e-mail at [Haitham.Al-Deek@ucf.edu](mailto:Haitham.Al-Deek@ucf.edu). For budgetary and administrative questions, please contact Krystal Yidi, Proposal Specialist, via email at [Krystal.Yidi@ucf.edu](mailto:Krystal.Yidi@ucf.edu). Contractual questions and award documents should be addressed to [OSP@ucf.edu](mailto:OSP@ucf.edu).

Sincerely,

Stephanie Rodriguez-Makhlouf  
Assistant Director, Sponsored Programs  
Authorized Organizational Representative  
[Stephanie.R.Makhlouf@ucf.edu](mailto:Stephanie.R.Makhlouf@ucf.edu)  
407.823.0263

## Exhibit A

### RESEARCH PROPOSAL

Version 3.0

Submitted to

**Central Florida Expressway Authority  
(CFX)**

**CFX WRONG-WAY DATA COLLECTION, REPORTING, AND  
RESOLVING OF WRONG-WAY DRIVING ALERTS FROM CFX EXIT  
RAMPS AND MAINLINE LOCATIONS**

<b>Project Duration</b>	<b>36 months</b>
<b>Project Period</b>	<b>1/02/2023-12/31/2025</b>
<b>Budget Amount</b>	<b>\$237,000</b>

Proposal Submitted By

**Haitham Al-Deek, Ph.D., P.E.**  
**(Principal Investigator)**

Professor of Civil, Environmental, and Construction Engineering,  
Department of Civil, Environmental, and Construction Engineering  
University of Central Florida  
Orlando, FL 32816-2450

Phone: **Cell (321) 695-7664**, (407) 823-2988, Fax: (407) 823-3315

E-mail: [Haitham.Al-Deek@ucf.edu](mailto:Haitham.Al-Deek@ucf.edu)

And

His Research Team

Administrative Contact: Krystal Yidi

Proposal Specialist

E-mail: [Krystal.Yidi@ucf.edu](mailto:Krystal.Yidi@ucf.edu)

Phone: (407) 823-2240

Officially Submitted by UCF OoR in June 2022

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## **CFX WRONG-WAY DATA COLLECTION, REPORTING, AND RESOLVING OF WRONG-WAY DRIVING ALERTS FROM CFX EXIT RAMPS AND MAINLINE LOCATIONS**

### Principal Investigator:

Haitham Al-Deek, Ph.D., P.E., Professor of Engineering, CECE Department, University of Central Florida (UCF), Orlando, FL 32816-2450, **Cell: (321) 695-7664**; Fax: (407) 823-3315; E-mail: [Haitham.Al-Deek@ucf.edu](mailto:Haitham.Al-Deek@ucf.edu)

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## **1. RESEARCH GOAL AND OBJECTIVES**

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### **Research Main Goal**

The main goal of this proposed research is to collect wrong-way driving (WWD) data and report, on a monthly basis, the WWD alerts from the installed detection and countermeasure deployments at CFX exit ramps and mainline locations so CFX can track the performance and effectiveness of their deployed WWD detection and countermeasure technologies. Additionally, the University of Central Florida (UCF) research team will continue resolving these alerts stored in the current BlinkLink database (or any other database generated by alternative software that might get tested or implemented by CFX during the duration of this project).

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### **Research Objectives**

To achieve the main goal of this research, the UCF research team will conduct the tasks in this proposal to achieve the following objectives:

- 1) Collect and report WWD acts, WWD events, WWD motorcycles, false alerts, and risky U-turns at CFX exit ramps equipped with WWD detection and countermeasure technologies on a monthly basis. Modifications to these reports and/or the development of additional reports will be made as needed to account for any additional deployment locations, changes to the deployed ramp technologies, new types of WWD detection or countermeasures,

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possible improvements suggested by CFX to the reporting format, and other relevant situations. The images and videos for all WWD acts and events will be shared with CFX on the UCF OneDrive, along with GIF and PowerPoint files for each WWD act and event.

- 2) Collect and report CFX mainline WWD detections and false activations at the mainline locations with WWD detection technology on a monthly basis. Modifications to the mainline report and/or the development of additional reports will be made as needed to account for any additional deployment locations, implementation of mainline WWD countermeasures, changes to the deployed mainline detection technologies, possible improvements suggested by CFX to the reporting format, and other relevant situations. The images and videos for all mainline WWD detections will be shared with CFX on the UCF OneDrive, along with GIF and PowerPoint files for each of these detections.
- 3) Resolve alerts on the BlinkLink website (and any other alternative software that might be tested and or implemented by CFX during this project performance period) per the procedures developed and currently used by the UCF research team starting on May 1, 2022. These procedures will be updated and modified as needed to account for any changes to the BlinkLink system (such as the inclusion of new resolution types) and to be applicable for any other alternative systems introduced by CFX (if any) during this project.

## **2. EXECUTIVE SUMMARY**

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Since 2015, the UCF research team has submitted monthly reports to CFX showing the performance of their WWD countermeasure and detection technologies deployed on the CFX system. These reports have been developed and submitted to CFX as part of the CFX-UCF WWD Phase-3 research project (and its associated continuation and extensions). The monthly reports originally only included one report which showed the monthly and cumulative WWD acts, events,

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and turnarounds at the CFX exit ramps equipped with Rectangular Flashing Beacons (RFBs) and WWD detection. Additional reports were later added which discussed false alerts, SunGuide information for WWD acts and events, risky U-turns, and WWD motorcycles at exit ramps with RFB or Light-Emitting Diode (LED) countermeasures. A report on WWD detections and false detections at mainline locations equipped with WWD detection was also developed once these mainline detection locations became active. Many changes were made to these reports over the years as new sites were added, new countermeasure and detection technologies were deployed, and various alert definitions evolved. As of May 2021, five reports are submitted to CFX every month: regular version of the WWD detection report, SunGuide version of the WWD detection report, mainline WWD and false detection report, false alerts report, and risky U-turn report. Additionally, a WWD motorcycle report is submitted to CFX for months when there is a WWD act or event caused by a motorcycle. A spreadsheet containing all documented WWD acts and events, WWD motorcycles, mainline WWD detections, and mainline false detections is also sent to CFX every month. Image and video files for all WWD acts, WWD events, and mainline WWD detections are also shared with CFX each month via OneDrive. These files include the images and videos downloaded from BlinkLink, GIF files created from the image files, and PowerPoint files containing the developed GIFs for each WWD act, WWD event, and mainline WWD detection.

The developed monthly reports and other submitted files allow CFX to monitor performance at the deployed RFB, LED, and mainline detection sites; identify any sites where adjustments might be needed; and understand what happened to the WWD vehicles detected by these systems. As such, it is important for these reports and files to continue being developed and submitted to CFX on a monthly basis beyond the end of the current CFX-UCF WWD Phase-3 extension project in December 2022. Professor Al-Deek's research team at UCF has developed,

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prepared, and submitted these reports and files since 2015, so they have extensive experience in collecting and documenting the WWD alert data and preparing these reports and files in a high-quality and efficient manner. Furthermore, the UCF team kept improving the reporting format over the years with CFX guidance and feedback. In this proposed three-year project, the UCF research team will continue preparing and submitting these reports and associated files to CFX on a monthly basis. These monthly submissions will include all currently submitted reports (with any additions or modifications as needed throughout the project) and associated files (cumulative spreadsheet of WWD acts, WWD motorcycles, and mainline WWD detections; BlinkLink images and videos for WWD acts, WWD events, and mainline WWD detections; and GIF and PowerPoint files for each WWD act, WWD event, and mainline WWD detection), as well as any potential additional reports and supplementary files as needed due to any changes in the CFX WWD detection and countermeasure systems during this project (such as the implementation of new WWD countermeasure or technologies on exit ramps or mainline locations).

As part of this proposed 36-month project, the UCF research team will also continue resolving the ramp and mainline alerts on the BlinkLink system. In April 2022, the UCF research team developed a set of procedures to efficiently resolve BlinkLink alerts which would otherwise remain unresolved for days or weeks. These procedures were reviewed and approved by CFX, with the UCF research team starting to resolve BlinkLink alerts following these procedures in May 2022. The UCF research team will continue resolving BlinkLink alerts in this manner for the duration of this proposed project. These procedures can also be modified for use with any other software interfaces that may be introduced and utilized by CFX during this project (if any other such interfaces are used).

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**This proposed research project is a fixed lump sum 36-month project with a requested total budget of \$237,000.** During the 36-month duration of the project, there will be a total of 6 invoices with the amount of **\$39,500** per invoice, and each of these 6 invoices is billed to CFX once every 6 months. The 6 invoices will add up to the exact total fixed lump sum value of the project of **\$237,000**. Details of the budget are provided on the last page of this proposal.

### **3. BENEFITS TO CFX**

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The main benefits of this proposed research project to CFX are:

- Continue receiving quality reporting on the performance of the deployed WWD countermeasure and detection technologies on the CFX system.
- Help identify any sites where adjustments and/or improvements could be beneficial.
- Understand what happens to detected wrong-way drivers.
- Modify the existing reports and procedures to account for any new software, countermeasures, and/or detection technologies utilized by CFX.

### **4. PROPOSED RESEARCH APPROACH**

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#### **Tasks**

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To achieve the stated goal and objectives of this proposed project, the UCF research team members under the guidance of Professor Haitham Al-Deek, Ph.D., P.E., (UCF Principal Investigator, PI),

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will perform the proposed project tasks listed in this section. With these tasks, the UCF research team will continue reporting on the WWD alerts (including WWD acts and events, false alerts, risky U-turns, WWD motorcycles, mainline WWD detections, and mainline false detections) at the exit ramp and mainline locations on a monthly basis. The UCF research team will also continue resolving alerts on the BlinkLink system. Professor Al-Deek will be assisted by several members of his research team. His current research team includes Adrian Sandt, Ph.D., a postdoctoral researcher; John McCombs, a UCF Ph.D. student; and several undergraduate students (Eric Ginsberg, Daniel Dollman, Vishay Chudgar, Kayla Eusebio, and Angie Trang). Additional graduate and/or undergraduate students might join Professor Al-Deek's research team and assist in this project throughout its duration.

**Task #1: *Monthly Reporting of WWD Alerts.*** For this task, the current monthly reports and associated files will continue to be submitted to CFX on a monthly basis. These monthly submissions will include the current five reports submitted to CFX every month (regular version of the WWD detection report, SunGuide version of the WWD detection report, mainline WWD and false detection report, false alerts report, and risky U-turn report); the WWD motorcycle report for months when there is a WWD motorcycle detection; the spreadsheet containing all WWD acts, WWD motorcycles, mainline WWD detections, and mainline false detections since the first RFBs were deployed in February 2015; and all BlinkLink images, BlinkLink videos, and associated GIF and PowerPoint files for each month's WWD acts, WWD events, and mainline WWD detections. Additional reports will be developed as needed during this project to account for any changes to the deployed WWD countermeasure and detection technologies on the CFX system. These changes could include, but are not limited to, new detection and/or countermeasure technologies



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deployed at exit ramps, new alert reporting software, or the implementation of WWD countermeasures at mainline locations. Modifications will also be made to the existing reports and associated files as needed based on CFX's input. The monthly reports will also be revised as needed based on any comments received from CFX.

**Task #2: Resolution of BlinkLink Alerts.** For this task, the UCF research team will continue resolving CFX alerts on the BlinkLink system following the resolution procedures developed in April 2022. These alerts will be resolved on a monthly basis in conjunction with the monthly reports in Task #1. Modifications will be made to the resolution procedures as needed based on CFX's input and any changes to the BlinkLink system (or the use of different systems).

**Task #3: Meetings with CFX on an As-Needed Basis.** While there will be no progress or final presentations during this project, the UCF research team will conduct meetings with CFX via Zoom on an as-needed basis. These meetings could be held to discuss questions about specific alerts, changes to the CFX WWD detection or countermeasure technologies (such as new locations or new types of technologies), modifications or revisions to the monthly reports, or other topics related to this project. The exact frequency, length, and topics of these meetings are unknown at this time, but will be conducted as needed to ensure timely and accurate reporting and completion of the tasks in this project.

## **5. QUALIFICATIONS OF THE UCF PI AND HIS RESEARCH TEAM AS EVIDENCED BY PAST EXPERIENCE IN THE FIELD**

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**Professor Haitham Al-Deek, Ph.D., P.E.,** is the Principal Investigator (PI) of this proposed research project. He was the PI for the original CFX WWD Phase-3 and its continuation and extension, Phase-2, and Phase-1 studies. He has more than **thirty-five years** of experience in transportation engineering, planning, and operations. He is **nationally recognized in his field** and received **four Chairman Awards** from the National Research Council-Transportation Research Board (TRB) for his significant contributions to the fields of *Freeway Operations*, and *Regional Transportation Systems Management and Operations* in January 2018 and 2012. Professor Al-Deek and his research team also received as many as **9 best paper awards** on developing WWD risk models and WWD hotspot identification and countermeasure deployment optimization methodology. These awards were granted to him and his research team by the TRB Freeway Operations Committee in 2022, 2020, 2019, 2018, 2017, and 2015. His postdoctoral associate, Dr. Adrian Sandt, won the 2019 and 2017 Best Freeway Operations Student Paper Awards, in addition to the Best Freeway Operations Paper Award in 2020, and the TRB Freeway Operations Best Young Professional Paper Award in 2022. Professor Al-Deek's former PhD student, Imrul Kayes, has won the Best Freeway Operations Student Paper Award in 2019. In addition, Professor Al-Deek received the best TRB freeway operations paper award in 2010, which was about the impact of Dynamic Message Signs on CFX drivers, and another best paper award by the TRB Freeway Operations Committee on travel time prediction on I-4 in 2003. He also received the best TRB paper award in *Regional Transportation Systems Management and Operations* in 2019, 2017, 2016, and 2014. In 2015, he won a competitive national research project in collaboration with Texas A&M Transportation Institute (TTI) on wrong way driving countermeasures (NCHRP 03-117). He had numerous media interviews on wrong-way driving

such as UCF Today in 2022, Channel 9 News and FOX 19 NOW News in 2016, and Channel 9 News in 2015 and 2014 featuring the innovative wrong-way driving countermeasure he and his research team came up with, which was later implemented for the first time in Central Florida. Professor Al-Deek has three US patents related to WWD, one US trademark, one US registered mark related to WWD, and eight software copyrights. Professor Al-Deek was invited as keynote speaker to talk about innovative research methodology and countermeasures for combating wrong way driving at the 7<sup>th</sup> and 8<sup>th</sup> Traffic Safety conferences in Amman, Jordan in May 2015 and December 2017, respectively. He was featured as a distinguished researcher by the UCF College of Engineering and Computer Science in 2003. He received the Research Incentive Award in 2018 and 2001 and the UCF Researcher of the Year 1999 Award (this is a very prestigious award given to top professor researcher of the year out of the entire UCF's 1500+ faculty). He received the Excellence in Research at Full Professor Level in UCF College of Engineering Award in 2018. He earned his Ph.D. and MS degrees from the University of California at Berkeley in 1991 and 1987, respectively. Professor Al-Deek was the principal (or co-principal) investigator of more than 75 applied research projects at UCF and elsewhere, and a large number of them were on toll roads. Since joining UCF in 1992, the total budget of applied research projects he attracted to UCF close to \$9 million. He has published more than 400 papers and technical reports in peer-reviewed journals and conferences, and more than half of these publications are related to traffic operations and **toll roads**. He chaired 15 Ph.D. dissertations and 29 MS theses to completion. Presently, and for the past 22 years, he has been the Chair of TRB's paper review for all papers submitted to two key TRB committees: *Freeway Operations* and *Regional Transportation Systems Management and Operations*. These two committees review nearly all papers submitted to TRB's annual meeting on freeway and toll operations and management every year. Professor Al-Deek

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has been an associate editor of the Journal of Intelligent Transportation Systems (J-ITS) since 2007. In 2020, he was granted the status of active Emeritus member of the TRB Freeway Operations Committee and was recognized for this status at the January 2020 Annual TRB Meeting in the presence of the US Secretary of Transportation.

Professor Al-Deek teaches undergraduate and graduate courses at UCF. He developed *new* courses such as Intelligent Transportation Systems (ITS), Highway Capacity, Traffic Operations, Mass Transit, Transportation Engineering Systems, and Highway Engineering. He also teaches Transportation Engineering courses on a regular basis. Professor Al-Deek has been an active registered Professional Engineer in Florida since 1998. Professor Al-Deek has completed four federally mandated training courses required for all principal investigators and key personnel working on projects dealing with human subjects in surveys and/or interviews.

**Adrian Sandt, Ph.D.**, is currently a postdoctoral researcher at UCF working with Professor Al-Deek. He obtained his B.S. and Ph.D. in Civil Engineering from UCF in May 2014 and December 2018, respectively. He won the University Transportation Center (UTC) Student of the Year Award representing the Southeastern Transportation Center (STC) competing with students from ten universities that are members of the STC consortium including UCF. This award was presented to him by the Consortium for University Transportation Centers (CUTC) on January 7, 2017 at the 96<sup>th</sup> TRB annual meeting in Washington, D.C. Dr. Sandt is extremely proficient in technical writing and he has been involved with CFX's Phase-1, Phase-2, and Phase-3 WWD studies (including its continuation and extension periods) since 2012. As such, he has significant experience in documenting and reporting the CFX BlinkLink alerts.

**John McCombs, Ph.D. Student,** is a Graduate Research Assistant at UCF working under the supervision of Professor Al-Deek as his adviser. Graduating with university honors, he received his B.S. in Civil Engineering from UCF in May 2020 and joined the Ph.D. program in August 2020. He is currently the outreach coordinator of the UCF student chapter of the Institute of Transportation Engineers (ITE) and formerly held the positions of president and vice president. Having worked with Professor Al-Deek since May 2018, Mr. McCombs has been involved with the CFX WWD Phase-3 project and has experience in analyzing data and writing reports.

**Eric Ginsberg, B.S. Student,** is an undergraduate student researcher at UCF working for Professor Al-Deek. He is on track to graduate with a B.S. in Mechanical Engineering and a minor in Hospitality Management with a focus in theme parks by Spring 2023. Mr. Ginsberg is a member of the Burnett Honors College at UCF. He has been involved with the CFX Phase-3 WWD study and has significant experience in preparing the monthly reports.

**Daniel Dollman, B.S. Student,** is an undergraduate student researcher at UCF working for Professor Al-Deek. He is on track to graduate from UCF in Summer 2023 with a bachelor's degree in Civil Engineering, with intention of pursuing a master's degree focusing on Transportation Engineering. In addition to his research duties, Mr. Dollman is Communication Chair of the Tau Beta Pi Honor Society and is an undergraduate teaching assistant for the Civil Measurements class at UCF. He has been involved with the collection of CFX alert data since December 2021 and has been assisting with preparing the monthly reports.

**Vishay Chudgar, B.S. Student,** is an undergraduate student researcher at UCF working for Professor Al-Deek. He is on track to graduate with a B.S in Industrial Engineering with a minor in Bioengineering and a focus in Human Based Systems Engineering by Spring 2025. Vishay is a member of the Burnett Honors College and an active member in many on campus clubs, organizations, and honors societies. He is also a TA for the COMPASS/EXCEL program as well as an Honors Orientation Ambassador here at UCF. He has been involved with collecting CFX alert data since December 2021 and has also been preparing the monthly reports.

**Kayla Eusebio, B.S. Student,** is an undergraduate student researcher at UCF working for Professor Al-Deek. She is on track to graduate from UCF in Spring 2025 with a B.S. in Environmental Engineering and a minor in Economics. In addition to conducting research, Ms. Eusebio is an intern for UCF's Utilities and Energy Services. She is also involved in both the Burnett Honors College and Society of Environmental Engineers at UCF. She has experience with data maintenance and has been involved in the CFX Phase-3 WWD study since March 2022.

**Angie Trang, B.S. Student,** is an undergraduate student researcher at UCF working for Professor Al-Deek. She is anticipated to graduate from UCF in Spring 2023 with a bachelor's degree in Civil Engineering and a minor in Mathematics. She has been involved in the monthly collection and classifications of CFX alerts since March 2022.

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### **Roles and Responsibilities of Project Team**

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The roles and responsibilities of the project team are listed below. Additional information on the team can be found in the qualifications of the UCF research team section in this proposal.

**Professor Haitham Al-Deek, Ph.D., P.E.,** *UCF Principal Investigator.* He will be responsible for the entire project management and coordination with CFX (including the scheduling of and attending any needed meetings with CFX), budget control, quality control, and reviewing and submitting all deliverables to CFX.

**Adrian Sandt, Ph.D.,** *Postdoctoral Associate.* He will be responsible for review and quality control of all submitted deliverables (monthly reports and associated spreadsheet and image files) and coordinating with the RTMC and TAPCO to obtain extra information (SunGuide reports and TAPCO special images) for these reports. He will also attend any needed meetings with CFX to discuss specific alerts, changes or additions to the monthly reports, or other topics related to this project. Dr. Sandt will also be responsible for training any new team members on the procedures to collect, classify, and resolve these alerts and prepare the monthly reports, as well as any training related to any modifications or additions to the monthly reports or any new software interfaces used to obtain WWD detection data.

All other graduate and undergraduate team members of Professor Al-Deek's research team (including those listed previously as well as any future team members) will be responsible for collecting and classifying the CFX BlinkLink alerts, resolving the alerts on the BlinkLink website, and preparing the monthly reports and associated spreadsheet and image files.

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**6. PROJECT EXTENSION DELIVERABLES**

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The only deliverables for this project will be the monthly reports and associated files submitted to CFX every month. Each month's reports and the spreadsheet containing all WWD acts and events, WWD motorcycles, and mainline WWD and false detections from February 2015 through that month will be submitted to CFX by e-mail no later than the end of the following month. The BlinkLink images, videos, and associated GIF and PowerPoint files for each month will also be uploaded to the shared UCF OneDrive folder no later than the end of the following month.

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**7. TRAVEL**

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There will be no travel as part of this project.




**CONSENT AGENDA ITEM  
#22**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: August 10, 2022

SUBJECT: Approval of Purchase Orders to Florida Highway Patrol (FHP) for Systemwide Off-Duty Support Services

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Board approval is requested to issue purchase orders to FHP staff in the amount of \$125,000.00 to provide off-duty officer support.

Due to the substantial increase in traffic and growth systemwide, increased law enforcement presence is necessary to enhance traffic safety. FHP provides off duty officers to work exclusively on CFX's expressways.

This amount is included in the OM&A Budget.

Reviewed by:

  
Bryan Homayouni, PE

Director of Intelligent Transportations Systems



Glenn Pressimone, PE

E.

Reports

# E.1.

## Chairman's Report

**THERE ARE NO  
BACKUP MATERIALS  
FOR THIS ITEM**

# E.2.


## Treasurer's Report

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: August 25, 2022 

RE: July 2022 Financial Reports

Attached please find the July 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 JULY 31, 2022 AND YEAR-TO-DATE**

	<b>FY 23 MONTH ACTUAL</b>	<b>FY 23 MONTH BUDGET</b>	<b>FY 23 YEAR-TO-DATE ACTUAL</b>	<b>FY 23 YEAR-TO-DATE BUDGET</b>	<b>FY 23 YEAR-TO-DATE VARIANCE</b>	<b>FY 23 YEAR-TO-DATE % VARIANCE</b>	<b>FY 22 - 23 YEAR-TO-DATE COMPARISON</b>
<b>REVENUES</b>							
TOLLS	\$ 53,796,336	\$ 49,356,635	\$ 53,796,336	\$ 49,356,635	\$ 4,439,701	9.0%	5.6%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	116,651	69,406	116,651	69,406	47,246	68.1%	6.8%
TRANSPONDER SALES	201,924	163,779	201,924	163,779	38,145	23.3%	8.5%
OTHER OPERATING	16,933	8,965	16,933	8,965	7,968	88.9%	38.4%
INTEREST	86,234	196,840	86,234	196,840	(110,605)	-56.2%	-83.9%
MISCELLANEOUS	67,340	67,085	67,340	67,085	255	0.4%	2.5%
<b>TOTAL REVENUES</b>	<b>\$ 54,285,419</b>	<b>\$ 49,862,709</b>	<b>\$ 54,285,419</b>	<b>\$ 49,862,709</b>	<b>\$ 4,422,710</b>	<b>8.9%</b>	<b>4.6%</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	\$ 2,853,301	\$ 2,976,248	\$ 2,853,301	\$ 2,976,248	\$ 122,948	4.1%	9.4%
MAINTENANCE	164,531	201,736	164,531	201,736	37,205	18.4%	-1.9%
ADMINISTRATION	508,007	566,775	508,007	566,775	58,768	10.4%	6.4%
OTHER OPERATING	-	-	-	-	-	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 3,525,839</b>	<b>\$ 3,744,759</b>	<b>\$ 3,525,839</b>	<b>\$ 3,744,759</b>	<b>\$ 218,921</b>	<b>5.8%</b>	<b>8.3%</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 50,759,581</b>	<b>\$ 46,117,950</b>	<b>\$ 50,759,581</b>	<b>\$ 46,117,950</b>	<b>\$ 4,641,630</b>	<b>10.1%</b>	<b>4.4%</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 18,311,226</b>	<b>\$ 18,322,446</b>	<b>\$ 18,311,226</b>	<b>\$ 18,322,446</b>	<b>\$ 11,220</b>	<b>0.1%</b>	<b>1.5%</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b>\$ 32,448,355</b>	<b>\$ 27,795,504</b>	<b>\$ 32,448,355</b>	<b>\$ 27,795,504</b>	<b>\$ 4,652,850</b>	<b>16.7%</b>	<b>6.1%</b>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION  
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022  
FOR THE MONTH ENDING JULY 31, 2022 AND YEAR-TO-DATE**

	<u>FY 2023 ACTUAL</u>	<u>FY 2023 BUDGET</u>	<u>VARIANCE</u>	<u>FY 23 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 2,853,301	\$ 2,976,248	\$ 122,948	4.1%
Maintenance	164,531	201,736	37,205	18.4%
Administration	508,007	566,775	58,768	10.4%
Other Operating	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total O M & A	\$ 3,525,839	\$ 3,744,759	\$ 218,921	5.8%
Capital Expenditures				
Operations	\$ -	\$ 1,667	\$ 1,667	100.0%
Maintenance	-	-	-	0.0%
Administration	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
Total Capital Expenditures	\$ -	\$ 1,667	\$ 1,667	100.0%

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**Central Florida Expressway Authority  
Operations - Comparison of Actual to Budget  
For the One Month Ending July 31, 2022**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Toll Operations	48,939	54,009	5,070	9.39%
Image Review	109,988	120,421	10,434	8.66%
Special Projects	13,676	18,153	4,477	24.66%
Information Technology	117,431	196,210	78,779	40.15%
E-PASS Service Center	1,618,376	1,632,083	13,706	0.84%
Business Relations	9,899	10,752	853	7.93%
Public Outreach/Education	2,203	2,323	120	5.15%
<b>Subtotal CFX</b>	<b>\$1,920,512</b>	<b>\$2,033,951</b>	<b>\$113,440</b>	<b>5.58%</b>
Plazas	932,789	943,964	11,175	1.18%
<b>Subtotal Toll Facilities</b>	<b>\$932,789</b>	<b>\$943,964</b>	<b>\$11,175</b>	<b>1.18%</b>
<b>Total Operations Expenses</b>	<b>\$2,853,301</b>	<b>\$2,977,915</b>	<b>\$124,614</b>	<b>4.18%</b>



**Central Florida Expressway Authority**  
**Maintenance - Comparison of Actual to Budget**  
**For the One Month Ending July 31, 2022**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
Maintenance Administration	78,762	87,330	8,568	9.81%
Traffic Operations	81,688	81,768	79	0.10%
Routine Maintenance	4,080	32,638	28,558	87.50%
<b>Total Maintenance Expenses</b>	<b>\$164,531</b>	<b>\$201,736</b>	<b>\$37,205</b>	<b>18.44%</b>



**Central Florida Expressway Authority  
Administration - Actual to Budget by Cost Center  
For the One Month Ending July 31, 2022**

	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Budget Variance</b>	<b>Variance Percentage</b>
General	1,250	3,433	2,183	63.59%
Security	10,373	15,951	5,577	34.97%
525 Magnolia	135	1,309	1,174	89.69%
Administrative Services	139,251	148,458	9,207	6.20%
Engineering	4,784	6,546	1,762	26.92%
Legal	47,722	50,773	3,052	6.01%
Accounting	104,202	105,278	1,076	1.02%
Procurement	43,626	45,543	1,917	4.21%
Contracts Compliance	10,858	14,762	3,905	26.45%
Risk Management	57,507	57,919	412	0.71%
Records Management	22,748	25,852	3,104	12.01%
Human Resources	19,156	23,147	3,991	17.24%
Supplier Diversity	12,809	13,302	493	3.70%
Communications	28,145	47,869	19,724	41.20%
Construction Administration	5,441	6,632	1,191	17.96%
Internal Audit	0	0	0	0.00%
<b>Grand Total Expenses</b>	<b>\$508,007</b>	<b>\$566,775</b>	<b>\$58,767</b>	<b>10.37%</b>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON  
FOR THE MONTH ENDING JULY 31, 2022 AND YEAR-TO-DATE**

	<b>FY 23 YEAR-TO-DATE ACTUAL</b>	<b>FY 23 YEAR-TO-DATE BUDGET</b>	<b>FY 23 YEAR-TO-DATE VARIANCE</b>	<b>FY 22 YEAR-TO-DATE ACTUAL</b>	<b>FY 22 YEAR-TO-DATE BUDGET</b>	<b>FY 22 YEAR-TO-DATE VARIANCE</b>	<b>YEAR-TO-DATE VARIANCE COMPARISON</b>
<b>REVENUES</b>							
TOLLS	\$ 53,796,336	\$ 49,356,635	\$ 4,439,701	\$ 50,965,938	\$ 42,957,159	\$ 8,008,779	\$ (3,569,078)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	116,651	69,406	47,246	109,266	173,728	(64,462)	111,708
TRANSPONDER SALES	201,924	163,779	38,145	186,133	75,945	110,188	(72,043)
OTHER OPERATING	16,933	8,965	7,968	12,232	7,383	4,849	3,119
INTEREST	86,234	196,840	(110,605)	534,735	196,704	338,031	(448,636)
MISCELLANEOUS	67,340	67,085	255	65,706	63,454	2,252	(1,997)
<b>TOTAL REVENUES</b>	<b>\$ 54,285,419</b>	<b>\$ 49,862,709</b>	<b>\$ 4,422,710</b>	<b>\$ 51,874,010</b>	<b>\$ 43,474,373</b>	<b>\$ 8,399,637</b>	<b>\$ (3,976,927)</b>
<b>O M &amp; A EXPENSES</b>							
OPERATIONS	\$ 2,853,301	\$ 2,976,248	\$ 122,948	\$ 2,609,214	\$ 2,756,353	\$ 147,139	\$ (24,191)
MAINTENANCE	164,531	201,736	37,205	167,743	188,435	20,692	16,513
ADMINISTRATION	508,007	566,775	58,768	477,540	512,519	34,979	23,789
OTHER OPERATING	-	-	-	-	-	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 3,525,839</b>	<b>\$ 3,744,759</b>	<b>\$ 218,921</b>	<b>\$ 3,254,497</b>	<b>\$ 3,457,307</b>	<b>\$ 202,810</b>	<b>\$ 16,111</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 50,759,581</b>	<b>\$ 46,117,950</b>	<b>\$ 4,641,630</b>	<b>\$ 48,619,513</b>	<b>\$ 40,017,066</b>	<b>\$ 8,602,447</b>	<b>\$ (3,960,817)</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 18,311,226</b>	<b>\$ 18,322,446</b>	<b>\$ 11,220</b>	<b>\$ 18,048,572</b>	<b>\$ 18,048,671</b>	<b>\$ (99)</b>	<b>\$ 11,319</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 32,448,355</u></b>	<b><u>\$ 27,795,504</u></b>	<b><u>\$ 4,652,850</u></b>	<b><u>\$ 30,570,941</u></b>	<b><u>\$ 21,968,395</u></b>	<b><u>\$ 8,602,546</u></b>	<b><u>\$ (3,949,696)</u></b>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS**  
**PREVIOUS YEAR COMPARISON**  
**FOR THE MONTH ENDING JULY 31, 2022 AND YEAR-TO-DATE**

	<b>FY 23 MONTH ACTUAL</b>	<b>FY 22 MONTH ACTUAL</b>	<b>FY 22 - 23 SAME MONTH COMPARISON</b>	<b>FY 23 YEAR-TO-DATE ACTUAL</b>	<b>FY 22 YEAR-TO-DATE ACTUAL</b>	<b>FY 22 - 23 YEAR-TO-DATE COMPARISON</b>
<b>REVENUES</b>						
TOLLS	\$ 53,796,336	\$ 50,965,938	\$ 2,830,398	\$ 53,796,336	\$ 50,965,938	\$ 2,830,398
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	116,651	109,266	7,385	116,651	109,266	7,385
TRANSPONDER SALES	201,924	186,133	15,791	201,924	186,133	15,791
OTHER OPERATING	16,933	12,232	4,701	16,933	12,232	4,701
INTEREST	86,234	534,735	(448,501)	86,234	534,735	(448,501)
MISCELLANEOUS	67,340	65,706	1,634	67,340	65,706	1,634
<b>TOTAL REVENUES</b>	<b>\$ 54,285,419</b>	<b>\$ 51,874,010</b>	<b>\$ 2,411,409</b>	<b>\$ 54,285,419</b>	<b>\$ 51,874,010</b>	<b>\$ 2,411,409</b>
<b>O M &amp; A EXPENSES</b>						
OPERATIONS	\$ 2,853,301	\$ 2,609,214	\$ 244,087	\$ 2,853,301	\$ 2,609,214	\$ 244,087
MAINTENANCE	164,531	167,743	(3,212)	164,531	167,743	(3,212)
ADMINISTRATION	508,007	477,540	30,467	508,007	477,540	30,467
OTHER OPERATING	-	-	-	-	-	-
<b>TOTAL O M &amp; A EXPENSES</b>	<b>\$ 3,525,839</b>	<b>\$ 3,254,497</b>	<b>\$ 271,342</b>	<b>\$ 3,525,839</b>	<b>\$ 3,254,497</b>	<b>\$ 271,342</b>
<b>NET REVENUES BEFORE DEBT SERVICE</b>	<b>\$ 50,759,581</b>	<b>\$ 48,619,513</b>	<b>\$ 2,140,068</b>	<b>\$ 50,759,581</b>	<b>\$ 48,619,513</b>	<b>\$ 2,140,068</b>
<b>COMBINED NET DEBT SERVICE</b>	<b>\$ 18,311,226</b>	<b>\$ 18,048,572</b>	<b>\$ 262,654</b>	<b>\$ 18,311,226</b>	<b>\$ 18,048,572</b>	<b>\$ 262,654</b>
<b>NET REVENUES AFTER DEBT SERVICE</b>	<b><u>\$ 32,448,355</u></b>	<b><u>\$ 30,570,941</u></b>	<b><u>\$ 1,877,414</u></b>	<b><u>\$ 32,448,355</u></b>	<b><u>\$ 30,570,941</u></b>	<b><u>\$ 1,877,414</u></b>

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# E.3.

## Executive Director's Report

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Executive Director Report September 2022

### CUSTOMER SERVICE

#### 2022 Customer Opinion Survey

The 2022 Customer Opinion Survey is now complete. The survey was distributed to E-PASS, cash and Pay-By-Plate customers. Our customers continue to be satisfied with their E-PASS experience with results showing an overall 97% satisfaction rating. More detailed results from the survey will be shared with the Board at the September 8, 2022 Board meeting.

#### RELOAD Expansion

RELOAD, the drive-up customer service program, will soon be expanded to every staffed cash lane across the entire CFX system. Customers can receive a free E-PASS, set up an account or pay cash on their account at every staffed plaza along their route. The expansion is expected to be complete by November.

### SAFETY

#### Florida Highway Patrol

The Florida Highway Patrol is planning 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. A proof of concept expects to be designed and implemented later this year.

The Florida Department of Highway Safety and Motor Vehicles (FDHSMV) and the Florida Highway Patrol has included 8 additional CFX officers in their upcoming legislative budget request. The additional officers are very important to the overall safety of the entire CFX system. We look forward to working with FDHSMV to get the budget measure passed for the upcoming FY 2023/2024 budget year.

### COMMUNITY PARTNERSHIPS

#### Supplier Diversity Outreach

CFX Board member and Orange County Commissioner Victoria Siplin and CFX will host a community outreach event with the local business community on Oct. 6th at Holden Heights Community Center at 6pm. This event will provide information on CFX's Five-Year Work Plan; including an overview of opportunities in the areas of engineering, construction, maintenance and transportation technology. We will also have at least three current CFX prime contractors participating.

### TRANSPORTATION PARTNERS

#### Florida Transportation Builders Association

Jack Burch, CFX's Resident Engineer, was recently selected to participate in the inaugural Florida Transportation Builders Association (FTBA) Emerging Leader



Academy by the FTBA Executive Committee. This is an amazing opportunity and honor for Jack as the inaugural class was limited to only 13 individuals statewide.

American Council of Engineering Companies (ACEC)

Glenn Pressimone, CFX's Chief of Infrastructure, will be a Guest Speaker for the ACEC statewide Transportation Committee meeting taking place in Orlando on Tuesday, September 13th. Glenn's presentation will focus on CFX's innovative approach to project delivery and customer first initiatives such as RELOAD, Visitor Toll Pass, UNI and charging electric vehicles at highway speeds.

MEETINGS AND PRESENTATIONS

Aug 2	Hunter's Creek HOA on SR 417 Capacity Improvements
Aug 5	ASPIRE Executive Advisory Board
Aug 5	Orange County Communications Department Briefing on CFX 5-Year Work Plan
Aug 10	Society for Marketing Professional Services Transportation Panel
Aug 12	Brightline Bi-weekly Coordination (Miami to Orlando)
Aug 16	Hispanic Chamber of Commerce Supplier Diversity Council
Aug 16	ASHE Central Florida Board
Aug 17	Seminole County Communicators
Aug 18	UCF Countdown to Kickoff - NIGHTPASS
Aug 22	2022 Jacksonville Transportation Authority FAV Summit Planning
Aug 25	Electric Vehicle Pilot Project Working Group
Sep 1	SR 408/Tampa Avenue PD&E Study Public Meeting
Sep 1	IBTTA Women In Tolling Council
Sep 6	ASPIRE Policy Committee

F.

Regular Agenda Items

**F. 1.**

# Customer First Consideration

September 8, 2022



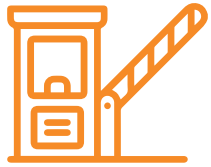
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FLORIDA**  
EXPRESSWAY  
AUTHORITY

# Offering E-PASS Volume Toll Discounts Since 1998



# Customer First Approach

---



FREE E-PASS  
Transponders



No Account Fees  
No Processing Fees  
No Administration Fees



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FLORIDA**  
**EXPRESSWAY**  
**AUTHORITY**



# Cash Reload Drive Up Service



NO BILLS  
LARGER THAN \$20



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FLORIDA**  
EXPRESSWAY  
AUTHORITY



E-PASS  
Volume Discounts  
Since 1998



Automatically  
Enrolled

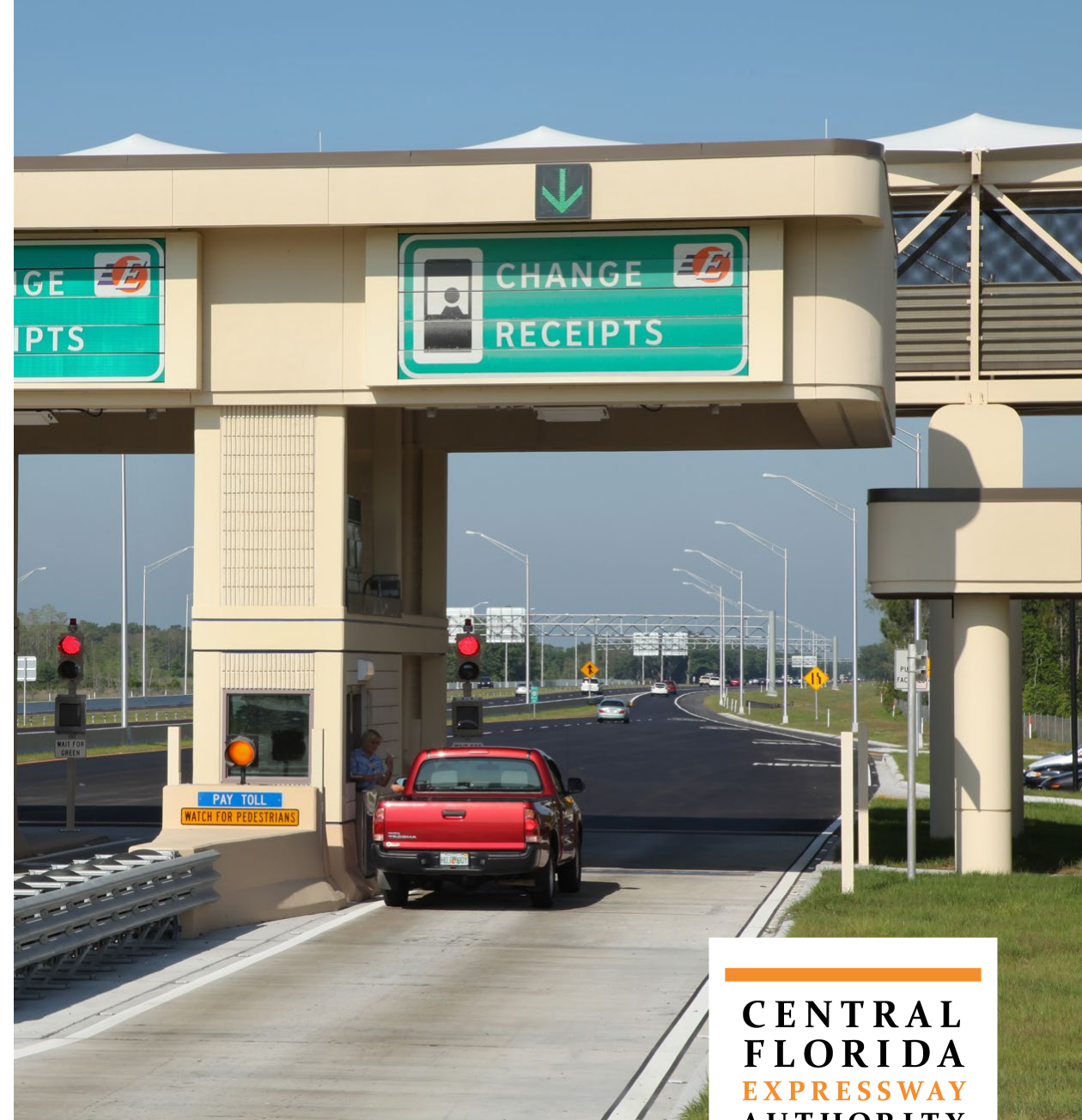


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**Last 10 Years of  
Customer Savings**

**\$167,513,380**



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AUTHORITY**

# School Bus Rebate

---

Timeline: 2016-2022

**\$1,547,095**



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AUTHORITY**



# Customer Satisfaction

# 97%



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FLORIDA**  
EXPRESSWAY  
AUTHORITY

# CURRENT E-PASS Loyalty Discount Program

---

Budgeted for fiscal year 2023

**\$17,900,000**

40-79 Transactions	80+ Transactions
10% Discount	15% Discount

**Features:**

Per Transponder | Monthly | **Automatically Enrolled**

# PROPOSED E-PASS Volume Savings Program

---

Estimated annual investment to give back to our customers

**an additional \$13,000,000**

40-79 Transactions	80+ Transactions
20% Discount	25% Discount

## Features:

Per Transponder | Monthly | **Automatically Enrolled**

**CENTRAL  
FLORIDA**  
EXPRESSWAY  
AUTHORITY

# Recommended Motion

---

Board approval to replace the E-PASS Loyalty Discount Program with the E-PASS Volume Savings Program retroactive to September 1, 2022.



**F. 2.**



# Customer Opinion Survey Results

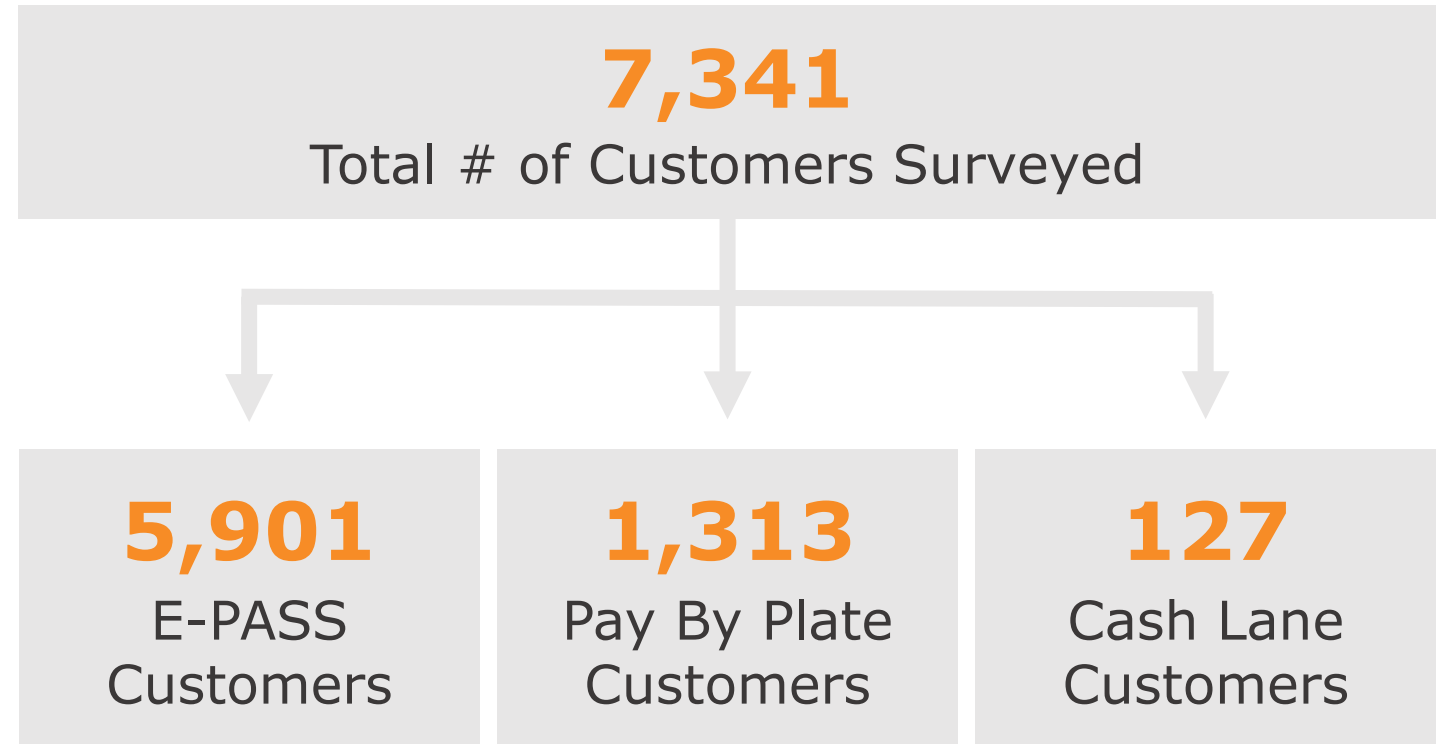
Central Florida Expressway Authority

**September 8, 2022**



# 2022 E-PASS, Cash, and Pay By Plate Customer Opinion Survey

Every two years, a customer opinion survey is conducted among E-PASS and cash customers



\*Survey conducted by Study Hall Research

# Key Findings

---

## Our Customers...

- Prefer funding new roads by **paying tolls** rather than raising taxes
- Value time savings and convenience
- Remain highly satisfied with the E-PASS program



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AUTHORITY

# Are our E-PASS customers satisfied overall?

---

Overall, would you consider yourself a satisfied customer?

**97%**

say yes



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AUTHORITY**

# Customer Profile

---

## Respondents' Characteristics

- Residents of the 5-county region
- Equal gender representation
- Employed full-time in the professional services and hospitality industry

# Majority of Customers Frequent CFX Expressways

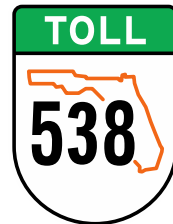
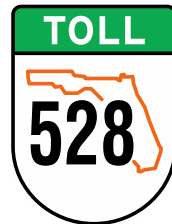
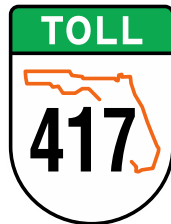
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**60%**

of customers travel  
weekly or more

**30%**

of E-PASS account  
holders travel toll  
roads daily



---

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---



# Why do they choose CFX expressways?

---



**90%**

**say to save time**

**Convenient**

**Less congested**

**Most direct route**

**Well-Maintained**

---

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AUTHORITY**

---

# What do our cash customers think of us?

---

**Toll collectors I come into contact with are friendly.**

**90%**

**say yes, strongly agree, or agree**

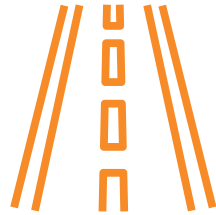


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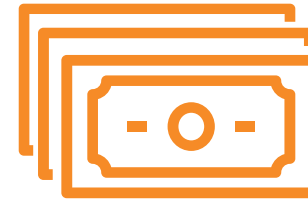
# Why are people choosing to pay with cash?

---

**The top 2 reasons customers are choosing to pay with cash:**



**Don't use toll  
roads often**



**Prefer to pay  
with cash**



# Why are people choosing Pay By Plate?

---

## The top 5 reasons customers choose Pay By Plate:



**Do not use expressways often**



**Easier to drive through; pay later**



**Prefer invoice in the mail**



**Have been charged for an error in the past**



**Concerns about accuracy of electronic toll charges**

# Are Pay By Plate customers aware of E-PASS benefits?

---

E-PASS toll rates  
are half the Pay By  
Plate toll rates

**70%**

say yes

Open and replenish  
E-PASS account at  
Reload Lane

**56%**

say yes

---

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FLORIDA  
EXPRESSWAY  
AUTHORITY**

---

# Are customers aware of the E-PASS volume discount program?

---



**54%**

**Pay By Plate**



**51%**

**Cash**

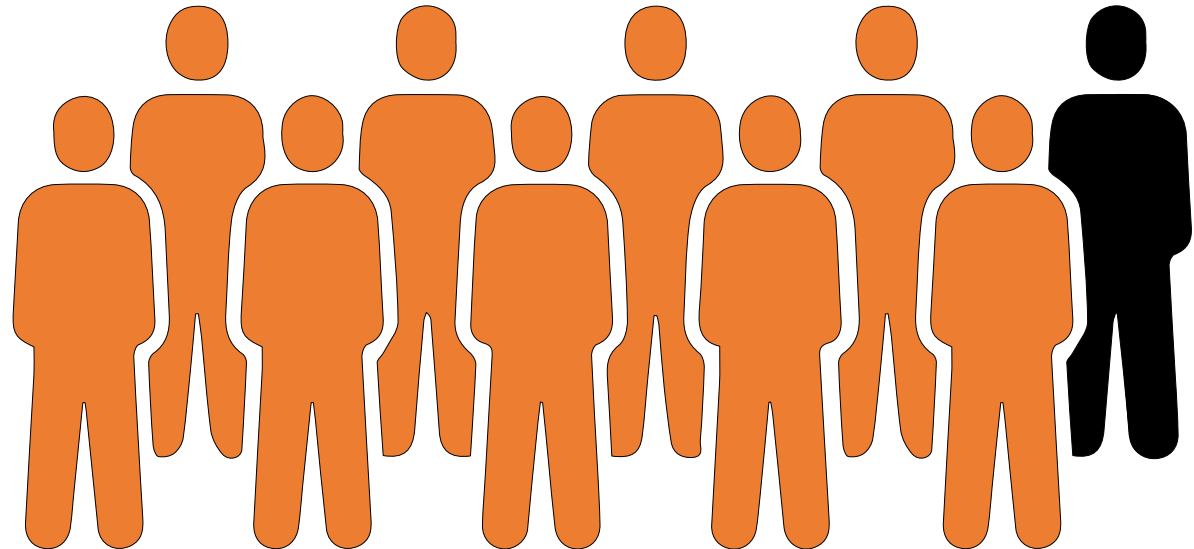
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# Do our customers recommend E-PASS?



88%

say yes, likely  
or very likely



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AUTHORITY

# What do E-PASS customers value the most?

---



**95%**

**say no need to stop  
at toll booth**

**95%**

**no monthly  
account fees**

**90%**

**E-PASS toll rates  
are lower than cash  
or Pay By Plate**

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

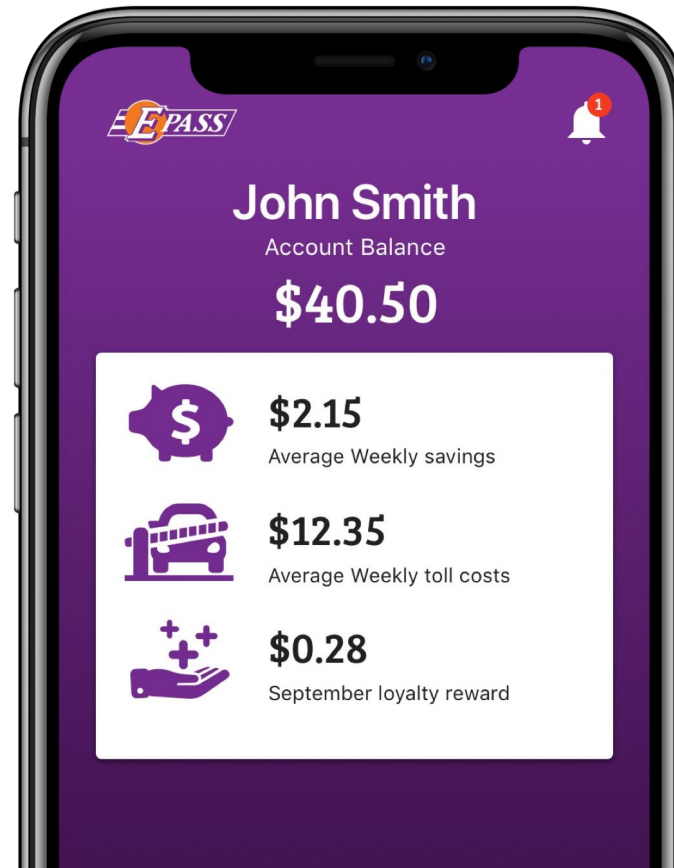
# How do E-PASS customers manage their account?



WHICH METHOD?

93%

say online & app



MOST VALUED FEATURE

87%

say add funds  
to account

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

# Customer Comments

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Well Constructed **Safe** Easy  
**Recommend** Cheaper  
Helpful **Convenient**  
**Satisfied** Pleased **Excellent**  
Good **Beautifully** Maintained

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Thank you!