

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
BOARD MEETING
October 13, 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 SEPTEMBER 8, 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. **MAINTENANCE UPDATE** – *Don Budnovich, Director of Maintenance* (info item)
2. **FLORIDA TRANSPORTATION COMMISSION REPORT UPDATE** – *Michelle Maikisch, Chief of Staff/
Public Affairs Officer* (info item)

(CONTINUED ON PAGE 2)

3. **SUSTAINABILITY PROGRAM UPDATE** – *Bryan Homayouni, Director of Intelligent Transportation Systems (info item)*

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at 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 September 8, 2022

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

A. CALL TO ORDER

The meeting was called to order at approximately 9:02 a.m. by Chairman Parks.

Board Members Present:

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

Staff Present at Dais:

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

Non-Voting Advisor Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

B. PUBLIC COMMENT

- The following members of the public commented as follows:
 - Ms. Tracy Anderson commented on the SR 408 Tampa Avenue Interchange Project.
 - Ms. Lawanna Gelzer commented on the SR 408 Tampa Avenue Interchange Project.

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

C. APPROVAL OF AUGUST 11, 2022 BOARD MEETING MINUTES

A motion was made by Commissioner Constantine and seconded by Mayor Demings to approve the August 11, 2022 Board Meeting Minutes as presented. The motion carried unanimously with all ten (10) board members in attendance voting AYE by voice vote.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

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

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

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Parks commented on the following:

- Chairman Parks said that during the recent board Master Plan workshops, there were inquiries as to the make-up of CFX's customer base. Ms. Maikisch will be sharing some of the highlights from a recently conducted customer opinion survey. As a customer focused agency, this outreach which included all of the users of CFX's expressways, is an important way for CFX to stay informed of users' opinions and how as a local agency, the agency might serve them better.

2. TREASURER'S REPORT

Commissioner Constantine reported that as of the end of July, the first month of the new fiscal year, CFX's toll revenue year-to-date was \$54,000,000, which is 9% over budget and 6% over prior year.

Total Operations, Maintenance and Administration expenses were \$3,500,000, which is 6% under budget.

After debt service, the total net revenue available for projects for the year was \$32,500,000.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley expanded on the following:

- September's board meeting is all about customer service, in keeping with that theme Ms. Mimi Lamaute will share a few comments from some of CFX's appreciative customers.
- Ms. Lamaute read comments received regarding customers' experiences using CFX's cash lanes and CFX's call center.
- Commissioner Siplin announced the upcoming community event with the local business community being held on October 6, 2022 at the Holden Heights Community Center at 6:00 p.m.
- Ms. Kelley announced that the Florida Department of Highway Safety and Motor Vehicles (FDHSMV) has included eight (8) additional CFX FHP officers in their upcoming legislative budget request. CFX is looking forward to working with FDHSMV to get the budget measure passed for the upcoming budget year.
- She said that Reload, the drive-up customer service program, will soon be expanded to every staffed cash lane across the entire CFX system. The expansion is expected to be completed by November 2022.
- Ms. Kelley detailed Governor DeSantis' announcement regarding proposed legislation.

F. REGULAR AGENDA ITEMS

1. CUSTOMER FIRST CONSIDERATION

Board Member, Jay Madara introduced the proposed expansion of the current CFX discount program for consideration by the Board.

Ms. Lisa Lumbard, Chief Financial Officer, explained that CFX has been offering customer toll discounts since 1998, which is an automatically enrolled service. She detailed the customer first approach which includes free sticker transponders and no account or transaction fees and briefly explained the cash reload drive-up services.

She shared the 10-year timeline of savings provided to customers through the volume savings programs.

Board Members commented and asked questions which were answered by Ms. Lumbard and Ms. Laura Kelley, Executive Director.

A motion was made by Mr. Madara and seconded by Commissioner Smith for approval to discontinue the E-PASS Loyalty Discount Program and implement a new E-PASS Volume Savings Program. The motion carried 9 to 1 with Commissioner Parks, Mayor Demings, Commissioner Constantine, Mayor Dyer, Mr. Madara, Mr. Maier, Mr. Martinez, Commissioner Siplin and Commissioner Smith voting AYE by voice vote and Commissioner Arrington voting NAY.

2. CUSTOMER OPINION SURVEY

Ms. Michelle Maikisch, Chief of Staff/Public Affairs Officer, detailed the results of the recently conducted Customer Opinion Survey, which included Pay By Plate, Cash and E-PASS Customers.

Board Members asked questions which were answered by Ms. Maikisch.

(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

Chairman Parks announced the next Board Meeting is scheduled for October 13, 2022.

H. ADJOURNMENT

Chairman Parks adjourned the meeting at approximately 10:13 a.m.

Commissioner Sean Parks
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2022.

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

DRAFT

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA October 13, 2022

CONSTRUCTION

1. Approval of Second Contract Renewal with Rummel, Klepper & Kahl, LLP for Systemwide Construction Engineering and Inspection (CEI) Services, Contract No. 001487 (Agreement Value: \$1,000,000.00)
2. Approval of Traffic Control Devices, LLC as a Subconsultant to Greenfield Diversified, LLC d/b/a Consulex for Systemwide Coatings Consultant Services, Contract No. 001706

HUMAN RESOURCES

3. Approval of Contract Award to BetterUp, Inc. for Software-As-A-Service, Contract No. 001962 (Agreement Value: \$65,000.00)

LEGAL

4. Approval of Replacement Temporary Access Easement between CFX, Brightline Trains Florida, LLC and Wharton Orlando 7707, LLC, Project: 528-1240, Parcel: 528-708
5. Approval of Notice of Extension between CFX and Orange County, Florida, Project: State Road 429

MAINTENANCE

6. Approval of Second Contract Renewal with Aero Groundtek LLC for Landscape Maintenance Services for SR 408, SR 417 and CFX's Headquarters, Contract No. 001680 (Agreement Value: \$1,900,747.01)
7. Approval of First Contract Renewal with Aero Groundtek LLC for Landscape Maintenance Services – SR 429, SR 528, SR 451 and SR 414, Contract No. 001681 (Agreement Value: \$1,447,787.34)
8. Approval of American Lighting and Signalization, LLC and KNL Maintenance LLC as Subcontractors to Louis Berger Hawthorne Services, Inc. for Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453, Contract No. 001821

PUBLIC OUTREACH & COMMUNICATIONS

9. Approval of Supplemental Agreement No. 2 with Quest Corporation of America, Inc. for Public Information Services, Contract No. 001298 (Agreement Value: \$160,000.00)

TECHNOLOGY/TOLL OPERATIONS

10. Approval of Supplemental Agreement No. 13 with Atkins North America, Inc. for Toll System Upgrade Project, Contract No. 000821 (Agreement Value: not-to-exceed \$1,782,107.93)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

11. Approval of Purchase Order to SHI International Corp. for Microsoft Office 365 and Microsoft Dynamics Licenses (Agreement Value: not-to-exceed \$840,318.47)
12. Approval of Purchase Order to SHI International Corp. for Striim Software and Support Services (Agreement Value: not-to-exceed \$57,891.72)

TRAFFIC OPERATIONS

13. Approval of Contract Award to 15 Lightyears, Inc. for Coral Hills Mainline Photovoltaic Deployment Design/Build Services, Project No. 414-473, Contract No. 001924 (Agreement Value: \$1,112,179.26)

The following items are for information only:

- A. The following is a list of advertisement(s) from September 11, 2022 through October 9, 2022:
 1. 408-430: CFX Headquarters Building Retrofits
 2. 534-242A: SR 534 Simpson Road Extension - Segment 2A - SSBE
 3. 599-421B: Magnolia Avenue Parking Lot Design Phase II
 4. 599-649: Systemwide One-Way Sign Replacements
 5. Visitor Toll Pass Kiosks

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. 408-175: SR 408 Widening from I-4 to Goldenrod Road – Design
 2. 408-315: SR 408 Tampa Avenue Interchange - CEI Services
 3. 408-428: CFX HQ Lighting Retro Commissioning - Construction
 4. 408-566: Video Wall Replacement
 5. 414-208: SR 414 Expressway Extension – Design
 6. 599-171: Systemwide Median Protection Improvements – Construction
 7. 599-177: Brightline Revision Narcoossee Underlight - Construction
 8. 599-416C: McCoy Road Facility Building Reconstruction – Construction
 9. 599-426: Systemwide Generator Replacements – Construction
 10. 599-524: Layer 2 Switch Equipment
 11. 599-526D: Wrong Way Driving Countermeasures – Design
 12. 599-645: Systemwide Trailblazers Upgrades – Construction
 13. 599-646: Systemwide Guide Sign and Lighting Upgrades – Construction
 14. 599-646A: Miscellaneous Overhead Signs SR 417/429 - Construction
 15. 599-659: Systemwide Wrong-Way Driving Improvements - Construction
 16. 599-765: Systemwide Toll Plaza Facia and Roof Replacements – Construction
 17. Bond Counsel Services
 18. Disclosure Counsel Services
 19. Financial Advisor Services
 20. Out Parcel Mowing – SR 414, SR 429, SR 451 & SR 453
 21. Pressure Washing of Bridges SR 414, SR 429, SR 451 & SR 453
 22. Right of Way Counsel Services


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 15, 2022

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

Board approval is requested for the second renewal of the referenced contract with Rummel, Klepper & Kahl, LLP in an amount of \$1,000,000.00 for one year beginning on March 1, 2023 and ending on February 28, 2024. The original contract was for three years with two one-year renewals.

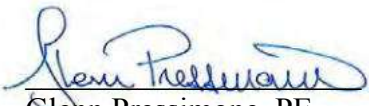
The work to be performed includes CEI services for CFX projects.

Original Contract	\$3,600,000.00
Amendment No. 1	\$ 0.00
Supplemental Agreement No. 1	\$3,600,000.00
First Renewal	\$ 0.00
Second Renewal	<u>\$1,000,000.00</u>
Total	\$8,200,000.00

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. 2 AGREEMENT
CONTRACT NO. 001487**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 13th day of October 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Rummel, Klepper & Kahl, LLP, a foreign corporation, registered and authorized to do business in the State of Florida, hereinafter called "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 February 21, 2019, (collectively, the “Original Agreement”), with a Notice to Proceed date of March 1, 2019, whereby CFX retained the Consultant to provide construction engineering and inspection 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 second renewal of said Initial CFX Contract, which renewal shall begin on March 1, 2023 and end on February 28, 2024 (“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 **Exhibit “B”** of the Original Agreement, in an amount up to \$1,000,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **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.

RUMMEL, KLEPPER & KAHL, LLP

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

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

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001487**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 14th day of October 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Rummel, Klepper & Kahl, LLP, a foreign corporation, registered and authorized to do business in the State of Florida, hereinafter called "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 February 21, 2019, (collectively, the "Original Agreement"), with a Notice to Proceed date of March 1, 2019, whereby CFX retained the Consultant to provide construction engineering and inspection 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 Initial CFX Contract, which renewal shall begin on March 1, 2022 and end on February 28, 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 **Exhibit "B"** of the Original Agreement, in an amount up to \$0.00 ("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.

RUMMEL, KLEPPER & KAHL, LLP

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: 
Print Name: Miriam Kronisch
Title: Partner

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.12.06 10:17:40 -05'00'
Aneth Williams, Director of Procurement


ATTEST:  (SEAL)

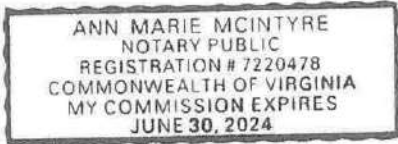
Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this 6th day of December, 2021 for its exclusive
use and reliance.

By: 
Print Name: Dudley J. Horne Jr.

By: 
Diego "Woody" Rodriguez, General Counsel

By: 
Print Name: Tim Dibiscia



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1**

Contract Name: Systemwide Construction Engineering and Inspection Services

Contract No. 001487

Supplemental Agreement No. 1

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

- 1. CFX desires to increase the scope of work for additional CEI services for upcoming construction projects in the Five-Year Work Plan. The additional CEI services increase the contract amount by \$3,600,000.00.**
- 2. The Consultant hereby agrees to increase scope of work through the remainder of the contract term with an increase in the Contract amount of \$3,600,000.00 and no increase in the Contract time.**
- 3. CFX and Consultant 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 Consultant’s complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.**

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Construction Engineering and Inspection Services

Contract No. 001487

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.12.23 14:54:10 -05'00'
Director of Procurement

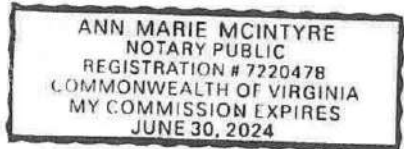
Date: _____

RUMMEL, KLEPPER & KAHL, LLP

By: [Signature]
Title: PARTNER

Attest: Ann Marie McIntyre (Seal)

Date: 12/21/2020



Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 21 day of December, 2020 for its exclusive use and reliance.

By: [Signature]
Diego "Woody" Rodriguez,
General Counsel

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

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

WITNESSETH:

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

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

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

"7.1 LIMITATION ON LIABILITY

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

B. The following provisions are hereby amended

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

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

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

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

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

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

AMENDMENT NO. 1

Contract Name: Systemwide Construction Engineering and Inspection Services

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


By: 
Director of Procurement

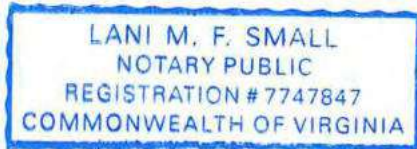
RUMMEL, KLEPPER & KAHL, LLP D/B/A RK&K

By: 


Print Name: Miriam Kronisch, PE, CCM

Title: Partner, RK&K

Attest:  (Seal)
(Secretary or Notary)



Approved as to form and execution, only.


General Counsel for CFX

AGREEMENT

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

CONTRACT NO. 001487

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

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

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

FOR

SYSTEMWIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001487

FEBRUARY 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

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

WITNESSETH:

1.0 SERVICES TO BE PROVIDED

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

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

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

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

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

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

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

2.0 TERM OF AGREEMENT AND RENEWALS

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

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

3.0 PROJECT SCHEDULE

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

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

4.0 PROFESSIONAL STAFF

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

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

The approved subconsultants are:

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

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

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

5.0 COMPENSATION

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

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

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

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

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

6.0 DOCUMENT OWNERSHIP AND RECORDS

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

7.0 COMPLIANCE WITH LAWS

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

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

8.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Paragraph 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

9.0 TERMINATION

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

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

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

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

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

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

10.0 ADJUSTMENTS

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

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

11.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

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

12.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0 THIRD PARTY BENEFICIARY

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

14.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.0 COMMUNICATIONS

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

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

16.0 STANDARD OF CONDUCT

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

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

17.0 DOCUMENTED ALIENS

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

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

18.0 E-VERIFY CLAUSE

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

19.0 CONFLICT OF INTEREST

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

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

20.0 INSPECTOR GENERAL

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

21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0 AVAILABILITY OF FUNDS

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

24.0 AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

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

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

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

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

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

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

25.0 GOVERNING LAW AND VENUE

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

26.0 NOTICE

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

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

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

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

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

27.0 HEADINGS

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

28.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0 ASSIGNMENT

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

30.0 SEVERABILITY

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

31.0 INTEGRATION

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

32.0 ATTACHMENTS

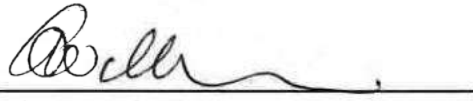
- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Potential Conflict Disclosure Form

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

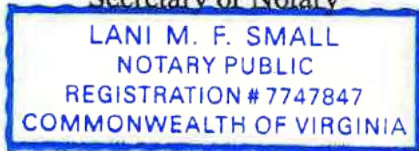
**RUMMEL, KLEPPER & KAHL, LLP
D/B/A RK&K**

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

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Director of Procurement
Print Name: Anesh Williams

ATTEST:  (Seal)
Secretary or Notary



Approved as to form and execution, only.

General Counsel for CFX



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EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

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EXHIBIT A SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the services of a consultant in connection with Construction Engineering and Inspection (CEI) services. CFX has a core staff of CEI management personnel and is seeking assistance from a Consultant who will provide support personnel on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to, Project Administrator, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for construction.

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

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

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

II. GENERAL REQUIREMENTS

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

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

III. BEGINNING AND LENGTH OF SERVICES

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

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

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

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

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

IV. SERVICES

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

A. General

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

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

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

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

B. Inspection Services

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

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

C. Testing

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

D. Management Engineering Services

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

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

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

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

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

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

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

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

V. PERSONNEL

A. General Requirements

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

B. Personnel Qualifications

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

C. Staffing

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

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

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

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

D. Licensing for Equipment Operation

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

E. Personnel Training and Experience Standards

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

1. Senior Project Engineer

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

Qualification:

FDOT Advanced MOT

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

Certifications:

None

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

2. Project Administrator

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

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

Qualifications:

FDOT Intermediate MOT

CTQP Final Estimates Level II

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

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

3. Contract Support Specialist

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

Qualifications:

CTQP Final Estimates Levels I & II

4. Senior Inspector/Senior Engineer Intern

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

Qualifications:

CTQP Concrete Field Inspector Level I

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

CTQP Asphalt Roadway Level I (If applicable)

CTQP Asphalt Roadway Level II (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection (If applicable)

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

CTQP Grouting Technician Level I (If applicable)

CTQP Post-Tensioning Technician Level I (If applicable)

FDOT Intermediate MOT

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

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

5. Resident Compliance Specialist

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

6. Inspector/Engineer Intern

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

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection (If applicable)

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

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

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

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

7. Asphalt Plant Inspector

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

Qualifications:

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

Certifications:

None

8. Inspector's Aide

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

9. Survey Party Chief

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

10. Instrument Man

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

11. Rod Man/Chain Man

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

12. Secretary/Clerk Typist

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

13. Environmental Specialist

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

14. Geotechnical Engineer

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

15. Geotechnical Technician

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

Qualifications:

CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection

16. Public Information Officer

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

17. Utility Coordinator

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

18. Senior ITS Inspector

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

Qualifications:

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

Certifications:

IMSA Level II

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

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

19. ITS Inspector

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

Qualifications:

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

Certifications:

IMSA Fiber Optics for ITS Level I (or equivalent)

or a Civil Engineering degree.

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

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

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

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

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

B. QA Plan

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

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

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

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

VII. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

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

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

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

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

VIII. ITEMS TO BE FURNISHED BY THE CONSULTANT

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

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

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

IX. LIAISON

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

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

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

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

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

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

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

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

XI. SUBCONSULTANT SERVICES

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

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

XII. OTHER SERVICES

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

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

XIII. POST CONSTRUCTION CLAIMS REVIEW

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

XIV. INVOICING INSTRUCTIONS

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

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

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

XV. METHOD OF COMPENSATION:

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

END OF SCOPE OF SERVICES


CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM


TO: CFX Board Members

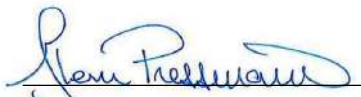
FROM: Aneth Williams 
Director of Procurement

DATE: September 23, 2022

SUBJECT: Approval of Traffic Control Devices, LLC as a Subconsultant to Greenfield Diversified, LLC d/b/a Consulex for Systemwide Coatings Consultant Services, Contract No. 001706

Board approval of Traffic Control Devices, LLC as subconsultant to Greenfield Diversified, LLC d/b/a Consulex to provide maintenance of traffic services, is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by: 
Ben Dreiling, PE
Director of Construction


Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Greenfield Diversified, LLC dba Consulex

Date: 9/6/2022 _____

CFX Contract Name: Systemwide Coatings Consulting and Inspection CFX Contract No.: 001706 _____

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: TCD-USA _____

Address: Los Altos Way, Altamonte Springs, FL 32714 _____

Phone No.: 407-869-5300 _____

Federal ID No.: 59-1858994 _____

Description of Services to Be Sublet: TCD-USA will provide TTC (MOT) and access equipment so that the prime consultant, Consulex, can perform bridge and other steel structure coatings condition assessments.

Estimated Beginning Date of Sublet Services: 10/13/2022 _____

Estimated Completion Date of Sublet Services: 05/01/2024 _____


Estimated Value of Sublet Services*: \$400,000 _____

*(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 CFX that are applicable to the subconsultant and the services to be sublet:

Requested By:  _____
(Signature of Consultant Representative)

Sr. Vice President _____
Title

Recommended by:  _____
(Signature of Appropriate CFX Director/Manager)

Date: 09/23/2022

Approved by:  _____
(Signature of CFX Division Chief)

Date: 09/26/2022


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: September 23, 2022

SUBJECT: Approval of Contract Award to BetterUp, Inc. for
Software-As-A-Service
Contract No. 001962

Board award of the contract to BetterUp, Inc. in the amount of \$65,000.00 for a one year term is requested. This contract is exempt from the competitive procurement process established by the Procurement Policy.

The work includes providing training services.

This amount is included in the OM&A Budget.

Reviewed by: 
Evelyn Wilson
Chief Human Resource Officer



BETTERUP ENTERPRISE
SOFTWARE-AS-A-SERVICE AGREEMENT

This BetterUp Enterprise Software-as-a-Service Agreement, including all exhibits attached hereto, (this "Agreement") is made and entered into as of November 21, 2022, (the "Effective Date") by and between Central Florida Expressway Authority and its Affiliates ("Company") and BetterUp, Inc. ("BetterUp") (each a "Party" and collectively "Parties").

For purposes of this Agreement, "Affiliates" means, with respect to the Company, any entity that, directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under Common control with, the Company. "Control" (including the terms "Controlled by" or "under common Control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

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General Terms and Conditions

1. Subscription and Services

- 1.1. BetterUp Services. BetterUp offers leadership, development, performance and mental wellness coaching through a variety of behavioral techniques and methods on its mobile application and online platform ("BetterUp Platform"), pursuant to the applicable Order (defined below) ("BetterUp Services").
1.2. Subscriptions and Subscription Terms. Company and its Affiliates may subscribe to BetterUp Services by executing order forms (each, an "Order").
1.3. Provision of the Services. BetterUp will use commercially reasonable efforts to make the BetterUp Platform available in accordance with the Support and Service Level Agreement set forth in Exhibit A.
1.4. Support and Service Level Agreement. BetterUp will ensure that the BetterUp Platform is available at certain service levels and will provide Company with reasonable technical support regarding use of the BetterUp Platform as outlined in Exhibit A.
1.5. Subcontractors. BetterUp may use the services of subcontractors to provide the BetterUp Platform and permit them to provide the BetterUp Services.

portion(s) of the work to a subcontractor that was not disclosed by the BetterUp to the Company at the time that the Agreement was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), BetterUp shall first submit a request to the Company'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 BetterUp until it has been approved by the Company's Board. In the event of a designated emergency, BetterUp may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the Company's Board at its next regularly scheduled meeting.

- 1.6. **Third-Party Coaches.** BetterUp may use the services of Third-Party Coaches, where a "Third-Party Coach" means an individual person retained by BetterUp as an independent contractor to provide BetterUp Services to Users. BetterUp agrees that it will remain fully responsible for the performance of all Third-Party Coaches and for their compliance with this Agreement.
- 1.7. **Responsibility for Systems.** Each party will retain sole responsibility for such party's information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by such party or through the use of third-party services.
- 1.8. **User Accounts.** Parties acknowledge and agree that Users enter into a direct relationship with BetterUp regarding their individual account. User accounts and User interactions with BetterUp in connection with the BetterUp Services are subject to the BetterUp Acceptable Use Policy (found at <https://www.betterup.com/privacy-policy>).
- 1.9. **BetterUp Analytics.** As part of the services provided on the BetterUp Platform, BetterUp will, during the term of this Agreement, provide Company with access to reports outlining (a) which Users have activated with BetterUp, (b) sessions completed, (c) coaching start and end dates, and (d) aggregated and anonymous statistics regarding the BetterUp Services the Users received, such as (i) metadata and data related to usage (e.g., average session length, frequency of use), (ii) composition of development plans (e.g., top skills chosen by Users, popular learning activities), and (iii) User-generated data from learning activities (e.g., results from psychometric assessments) (collectively, "**BetterUp Analytics**"). BetterUp Analytics will not include User specific coaching content. Company may only use the BetterUp Analytics for its internal business purposes, in compliance with all applicable laws. Upon termination of this Agreement, Company may retain and continue to use of all BetterUp Analytics provided by BetterUp to Company prior to the effective date of termination or expiration of this Agreement.

2. Term and Termination

- 2.1. **Term of Agreement.** This Agreement commences upon the Effective Date and will continue in effect until the later of: (i) three years, or (b) the expiration of all Orders (the "**Term**").
- 2.2. **Termination for Cause.** Each Party will have the right to terminate this Agreement upon written notice to the other Party solely in the event of: (i) a material breach by such other Party; provided, however, that the breaching Party will have a period of thirty (30) days from receipt of written notice by the non-breaching Party to cure such material breach; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, composition, or comparable proceeding or any assignment for the benefit of creditors (to the extent permissible by law); or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, composition, or comparable proceeding or any assignment for the benefit of creditors, if such petition or proceeding is not dismissed within ninety (90) days of filing (to the extent permissible by law).
- 2.3. **Suspension for Non-Payment.** BetterUp may suspend performance of its obligations under this Agreement in the event of Company's non-payment upon ten (10) days prior written notice.
- 2.4. **Effects of Termination.** If this Agreement is terminated or expires, but at least one Order remains in effect, then the terms of this Agreement will continue to apply to any such Orders. Upon any expiration or termination of an Order: (i) BetterUp will cease providing the BetterUp Services under that Order; and (ii) Company and

the Users will cease any access to the BetterUp Platform under such Order. If Company terminates this Agreement for cause, BetterUp will issue a pro-rated refund for fees paid for services not rendered after the effective date of termination. If BetterUp terminates this Agreement for cause, Company will not be entitled to any refunds and no refunds will be issued.

- 2.5. Survival.** Notwithstanding anything to the contrary, all Sections, which by their nature must survive termination or expiration of this Agreement, including, without limitation, if applicable, the entirety of the DPA, survive any termination or expiration of this Agreement.

3. Use of the Services.

- 3.1. Acceptable Use and Restrictions.** User's access is subject to compliance with BetterUp's Acceptable Use Policy (found at <https://www.betterup.com/acceptable-use-policy>). Company acknowledges non-compliance may result in the termination of a User's account. Company will not and will not allow anyone else to: (i) rent, lease, copy, disclose, provide access to or sublicense the BetterUp Platform; (ii) use the BetterUp Platform for the benefit of, or to provide any service to, a third party; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms related to the BetterUp Platform or BetterUp Services (except to the extent this restriction is prohibited by applicable law); (iv) modify, translate, or create derivative works based on the BetterUp Platform or BetterUp Services; (v) remove any proprietary notices or labels from the BetterUp Services; (vi) perform or attempt to perform any actions that would interfere with the proper working of the BetterUp Platform, prevent access to or use of the BetterUp Platform by BetterUp's other customers, including without limitation upload or introducing malicious code; (vii) access or use the BetterUp Platform or BetterUp Services to develop or sell a competing product or service, or for purposes that are competitive with BetterUp; or (viii) publicly disseminate information regarding the performance of the BetterUp Platform without BetterUp's prior written consent.
- 3.2. Authorized Users; Accounts; Company Responsibilities.** Company is responsible for all actions and inactions by its Users or by any third party that Company or a User permits to access or use the Services as well as all activities that occur on or through Company's Users' accounts whether permission is provided or not. Company will not, and will not permit Users to, share User account credentials. Each User must use a unique identity to access and use the Services, and may access the Services only to the extent purchased by Company and in accordance with the applicable Order. Company will provide accurate, current and complete information required to enable its Users to access and use the Service and will maintain the accuracy of such information.
- 3.3. Eligibility Data.** Company may provide BetterUp with a list of its employees and contact details ("**Eligibility Data**") to verify eligibility to use the BetterUp Platform through Company's relationship with BetterUp.

4. License Grant; Ownership of Intellectual Property.

- 4.1. License and Restrictions.** Subject to the terms of this Agreement, BetterUp grants to Company a worldwide, limited, non-exclusive, non-transferable right during each Subscription Term to access the BetterUp Platform and receive the BetterUp Services solely for Company's internal business purposes and not for resale or further distribution. Company's right to use the BetterUp Platform is limited by all terms and conditions herein. Except for this license granted to Company, BetterUp and its licensors retain all right, title and interest in and to the BetterUp Platform and BetterUp Services, including all related intellectual property rights. The BetterUp Platform is protected by applicable intellectual property laws, including U.S. copyright law and international treaties. Company is encouraged to establish its own policies (if any) with Users as to what information is appropriate to share as part of the BetterUp Services.
- 4.2. Trademarks.** BetterUp's name, BetterUp's trademarks, BetterUp's logos, and any other BetterUp product, service name, or slogan included in the Services are property of BetterUp and may not be copied, imitated, or used (in whole or in part) without BetterUp's prior written consent. The look and feel of the BetterUp Services, including all custom graphics, button icons, and scripts constitute service marks, trademarks, or trade dress of BetterUp and may not be copied, imitated, or used (in whole or in part) without BetterUp's prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned in BetterUp Services or on the BetterUp Platform ("**Third Party Trademarks**") are the property of their respective owners, and the use of such Third Party Trademarks inures to the benefit of each owner. The use of such Third Party Trademarks is intended to denote interoperability and does not constitute an affiliation

by BetterUp and its licensors with such company or an endorsement or approval by such company of BetterUp or its licensors or their respective products or services.

- 4.3. **User Data.** BetterUp may only use information collected during a User's interactions with the BetterUp Service ("**User Data**") in accordance with the terms of this Agreement (including all privacy commitments), and for its internal business purposes. For avoidance of doubt, Company's access to the BetterUp Platform under this Agreement does not include access to User Data but may include access to BetterUp Analytics.
- 4.4. **Ownership.** As between the Parties and subject to the grants expressly set forth in this Agreement, BetterUp owns all right, title and interest, or has a right to, in and to: (i) the BetterUp Services and BetterUp Platform; (ii) anonymous/aggregate data collected from User Data for BetterUp's internal business purposes; (iii) any feedback, comments, or suggestions concerning the BetterUp Services, Company; and (iv) any and all patent rights, copyrights, trademark rights, trade secret rights and other intellectual property rights embodied in or related to the foregoing. BetterUp will not sell anonymous/aggregated data collected under this Agreement. No ownership rights in BetterUp's intellectual property rights are transferred to Company by this Agreement.

5. Payment, Fees and Taxes.

- 5.1. **Fees.** The applicable fees to each Subscription will be as specified in an Order. Fees are due and payable as Specified in the Order. Except as otherwise specified: (i) fees are based on access rights acquired and not actual usage; (ii) unless otherwise specified, payment obligations are non-cancelable and non-refundable; and (iii) access rights purchased for the number of Users cannot be decreased during the relevant Subscription Term.
- 5.2. **Invoicing and Payment.** All fees due hereunder (except fees subject to good faith dispute submitted in writing to BetterUp within fifteen (15) days of receipt) will be due and payable as set forth in the applicable Order. If the Order does not specify when fees are due and payable, Fees are due and payable in full within thirty (30) days of Company's receipt of an invoice. If Company requires a purchase order ("**PO**"), Company will promptly provide a PO to BetterUp (but Company's failure to provide a timely PO will not affect the payment timing). Company will provide BetterUp with complete and accurate billing and contact information including a valid email address. Upon BetterUp's request, Company will make payments via electronic bank transfer. Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is finally paid in full.
- 5.3. **Taxes.** BetterUp's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Company is responsible for paying all Taxes associated with its purchases hereunder. If BetterUp has the legal obligation to pay or collect Taxes for which Company is responsible under this Section, BetterUp will invoice Company and Company will pay that amount unless Company provides BetterUp with a valid tax exemption certificate authorized by the appropriate taxing authority. Company will not be liable for taxes imposed on BetterUp based on BetterUp's income.
- 5.4. **User Limits.** The BetterUp Services and BetterUp Platform are subject to User limits specified in the Order. Company may exceed the User limits for additional fees. In the event Company exceeds a contractual User limit, the parties will promptly execute a new Order for the additional Users.

6. Confidential Information

- 6.1. **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure except to the extent such disclosure is otherwise required by Chapter 119, Florida Statutes. Notwithstanding the foregoing, with the exception of Personal Information (as defined below), which is not subject to the following exclusions, Confidential Information will not include any information to the extent that it can be established by written documentation by the Receiving Party that such information: (i) is or becomes generally known to the public without breach of any obligation of confidentiality by the Receiving Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party and who has a legal right to disclose such information; or (iv) was independently developed by the Receiving Party without the

use of the Disclosing Party's Confidential Information. The Parties agree that, during the Term, including any extensions thereto, and for three (3) years thereafter, the Receiving Party will keep confidential and will not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement the Confidential Information of the Disclosing Party.

- 6.2. Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to handle, treat, store, access (or limit access), and otherwise protect (including with encryption, as applicable) the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care). The Receiving Party: (i) will not use any Confidential Information of the Disclosing Party for any purpose outside the scope of, or as permitted by, this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by obligations to the Receiving Party consistent with this Agreement.
- 6.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or regulatory process to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted and practicable (e.g., there is sufficient time to provide such notice) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 6.4. Return or Destruction of Confidential Information.** Upon written request, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information received from the Disclosing Party during the Term of this Agreement except digital backup copies created through automated system processes provided that such backup copies are protected as Confidential Information by the Receiving Party for as long as the information is retained.
- 6.5. Ownership of Confidential Information.** The Receiving Party acknowledges that, except as otherwise provided herein, (a) the Disclosing Party is the exclusive owner of and has all rights to its Confidential Information, including all intellectual property rights therein, such as patents, copyrights, trade secrets, trademarks, moral rights and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights"); and (b) no right, title, interest or license to the Receiving Party is either granted or implied under any Intellectual Property Rights by the disclosure of Confidential Information hereunder.
- 6.6. PUBLIC RECORDS. IF BETTERUP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BETTERUP'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.**

BetterUp acknowledges that the Company 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 BetterUp 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 the Company, BetterUp agrees to comply with Section 119.0701, Florida Statutes, and to:

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

term and following completion of the contract if BetterUp does not transfer the records to the public agency.

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

(e) Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by BetterUp in conjunction with this Agreement, BetterUp shall immediately notify the Company. In the event BetterUp has public records in its possession, BetterUp shall comply with the Public Records Act and BetterUp must provide the records to the Company or allow the records to be inspected or copied within a reasonable time. Failure by BetterUp to grant such public access shall be grounds for immediate unilateral termination of this Agreement by the Company for cause. Failure to provide the public records to the Company within a reasonable time may subject BetterUp to penalties under Section 119.10, Florida Statutes.

The obligations in this Section 6.6 shall survive the expiration or termination of this Agreement and continue in full force and effect as set forth above.

7. Data Privacy and Security

- 7.1. Data Privacy Addenda.** To the extent the BetterUp Platform stores or processes Personal Information (as defined by applicable data protection law and indicated below) or Company transfers personal information outside the European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for personal data, or derived from California residents or consumers, the terms of the most recent Data Processing Addendum executed between the parties will apply to such Personal Information, and be incorporated into the Agreement. In the event the parties have not executed a Data Processing Addendum, the BetterUp Data Processing Addendum (found at <http://www.betterup.com>) will apply and hereby be incorporated by reference. **"Personal Information"** means any User Data processed or collected by BetterUp pursuant to the Agreement, relating to an identified or identifiable natural person or household; where an **"identifiable natural person"** means an individual who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to the individual's physical, physiological, mental, economic, cultural or social identity.
- 7.2. Hosting and Processing.** User Data is hosted and stored by BetterUp or its service providers in the United States or elsewhere as otherwise agreed to, in writing, by the Parties. In providing the BetterUp Platform, BetterUp or its service providers may process User Data, including, without limitation, any associated Personal Information, within the European Economic Area, the United States and in other countries and territories.
- 7.3. Compliance with Laws.** Each party agrees to comply with all applicable privacy, data protection, and consumer protection laws and regulations in connection with Company's offering of the BetterUp Services and access to the BetterUp Platform, including without limitation, as applicable, requirements of proper notice and consent to send Personal Information to BetterUp and compliance with the General Data Protection Regulations.
- 7.4. Data Rights.** BetterUp does not sell, lease, rent or otherwise share for consideration any User Data. BetterUp will share User Data only as described in its Privacy Policy and only as necessary to perform a business purpose pursuant to applicable privacy laws.
- 7.5. Security.** BetterUp will maintain appropriate security measures designed to prevent unauthorized access to User Data. BetterUp will ensure an independent audit is performed of its operations and information security controls in line with SSAE 16 SOC2 Type II, ISO 27001, and/or or similar standard.

8. Warranties; Disclaimers

- 8.1. Mutual Warranties.** Each party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a binding agreement enforceable against the executing party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with the execution, delivery, or performance of this Agreement by the executing party; and (iii) it will fulfill its obligations under this Agreement in accordance with all applicable laws. Each Party further represents and warrants that its performance of obligations and satisfaction of responsibilities in connection with this Agreement does not violate: (i) any proprietary rights of third parties including without limitation, patents, copyrights, or trade secrets; and/or (ii) any contractual obligations or confidential relationships that it may have to/with any third party.
- 8.2. BetterUp Warranties.** BetterUp warrants that during the applicable Subscription Term: (i) the BetterUp Services will be provided in a good and workmanlike manner; (ii) the BetterUp Services do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party; and (iii) the BetterUp Platform will be free of, and will not distribute or transfer, any viruses, Trojan horses, logic bomb, worms, authorization strings and other similar malicious code.

In the event BetterUp breaches any warranty in this Section BetterUp will, at its expense, either: (i) modify the BetterUp Services to correct the non-conformance; or (ii) terminate the impacted BetterUp Services and issue a prorated refund to Company any Subscription fees paid for BetterUp Services not provided. The remedies provided in this Section are Company's exclusive remedies with respect to claims for breach of this Section.

- 8.3. Company Warranties.** Company represents and warrants that: (i) Company has the necessary and appropriate rights and consents to validly authorize and permit BetterUp to use and otherwise process the Eligibility Data in accordance with this Agreement; (ii) BetterUp's use of Eligibility Data does not and will not infringe or violate any third-party right, including any Intellectual Property Right or privacy right; and (iii) Company will use the Services in compliance with applicable law.
- 8.4. Disclaimer.** EXCEPT AS SET FORTH ABOVE, BETTERUP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY AGREES AND ACKNOWLEDGES THAT IT HAS NOT RELIED ON THE FUTURE AVAILABILITY OF ANY FEATURE, FUNCTIONALITY, OR PRODUCT. COMPANY ALSO AGREES THE BETTERUP PLATFORM IS PROVIDED "AS-IS." COACHING DOES NOT CONSTITUTE MEDICAL ADVICE OR THERAPY. BETTERUP WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF BETTERUP.

9. Indemnification

- 9.1. BetterUp Indemnification.** BetterUp will indemnify, defend, and hold harmless Company and its officers, directors, employees, and Affiliates and Users against any and all third-party claims, actions or proceedings arising out of or in connection with, and to the extent caused by any infringement by the BetterUp Services against any patent, copyright, or trademark, or the misappropriation of any trade secret. If the BetterUp Services become, or, in BetterUp's opinion, is likely to become, the subject of any claim of infringement, BetterUp may, at its sole option: (i) obtain for the Company the right to continue using the BetterUp Services, (ii) replace or modify the affected BetterUp Services so that it becomes non-infringing while providing substantially equivalent functionality, or (iii) if such remedies are not available on commercially reasonable terms as determined by BetterUp, terminate the license to use the affected portion of the BetterUp Services, and promptly issue a prorated refund any pre-paid subscription fees for the affected portion of the BetterUp Services. Notwithstanding any terms contained in this Section, BetterUp will have no liability for infringement claims if the alleged infringement is based on or arises from (i) the combination or use of the BetterUp Services with software or other materials not provided or approved for use by BetterUp, (ii) the modification of the BetterUp Services by anyone other than BetterUp, or at BetterUp's direction, or (iii) the use of the BetterUp Services not in accordance with any provided documentation or the Agreement. The remedies provided in this Section will be the Company's exclusive remedy with respect to claims for infringement.

- 9.2. Company Indemnification.** Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, Company will indemnify, defend, and hold harmless BetterUp and its officers, directors, employees, and Affiliates against any and all third-party claims, actions or proceedings arising out of or in connection with, and to the extent caused by: (i) violation of law or privacy rights attributable to Eligibility Data; and (ii) any violation of the BetterUp Acceptable Use Policy.
- 9.3. Indemnification Procedure.** Any party entitled to indemnification under this Section (the “Indemnified Party”) will comply with the following conditions in order to enjoy the benefit of indemnification: (i) prompt written notice by the Indemnified Party to the indemnifying party (“Indemnifying Party”) of any third party claim for which indemnity may be sought under this Section (provided, however, that any failure or delay in providing such notice will not relieve the Indemnifying Party of its obligations except to the extent that the failure or delay actually and materially prejudices the Indemnifying Party’s defense of such third party claim); (ii) sole control of the defense and settlement thereof by the Indemnifying Party; and (iii) reasonable cooperation of Indemnified Party, at the Indemnifying Party’s expense, to facilitate such defense or settlement. Notwithstanding the foregoing, the Indemnifying Party will not consent to the entry of any judgment or enter into any compromise or settlement with respect to a third party claim for which it is defending an Indemnified Party hereunder without the prior written consent of such Indemnified Party unless such judgment, compromise or settlement: (i) provides for the payment by the Indemnifying Party of money as sole relief for the party making a claim; (ii) results in the full and general release of the Indemnified Party from all liabilities arising from or relating to, or in connection with, such third party claim; and (iii) involves no finding or admission of any violation of law, regulation or the rights of any person and no effect on any other claims.

10. Limitation of Liability

- 10.1. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL (A) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) EITHER PARTY’S ENTIRE LIABILITY TO THE OTHER PARTY EXCEED THE AMOUNT ACTUALLY PAID BY COMPANY TO BETTERUP UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO CLAIMS ARISING OUT OF: (I) A PARTY’S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; (II) MISAPPROPRIATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY; (III) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS (EXCLUDING VIOLATIONS OF PRIVACY RIGHTS); (IV) BREACHES OF CONFIDENTIALITY; OR (V) TO THE EXTENT THAT A CLAIM CANNOT BE EXCLUDED OR LIMITED BY LAW. IN THE EVENT OF A BREACH OF DATA SECURITY OR DATA PRIVACY, NEITHER PARTY’S LIABILITY WILL EXCEED THREE TIMES (3X) THE AMOUNT ACTUALLY PAID BY COMPANY TO BETTERUP UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

11. General

11.1. Intentionally Omitted.

- 11.2. Publicity.** Provided BetterUp first obtains Company’s prior written consent, Company consents to (a) BetterUp’s use of Company’s name and logo identifying Company as a customer of BetterUp; and (b) describing Company’s use of BetterUp’s products and services. The Company’s name, trademarks, logos and any other Company product, service name, or slogan are the property of the Company and may not be copied, imitated or used (in whole or part) without the Company’s prior written consent.

- 11.3. Third-Party Tools.** Company acknowledges and agrees that Users may choose to utilize certain third-party videoconferencing, communications tools, and other services outside of the BetterUp Platform in connection with BetterUp Services, e.g., Skype or FaceTime (“**Third-Party Tools**”). While User Data provided to BetterUp through Third-Party Tools remains subject to the BetterUp Privacy Policy, use of Third-Party Tools themselves is subject to the terms and conditions of the Third-Party Tool providers. BetterUp Analytics may be diminished or unavailable if third-party tools are used in connection with BetterUp Services where those third party tools have not been integrated into the specific product offering. BetterUp is not responsible for the operation of or any changes to the Third-Party Tools or the acts or omissions of Third-Party Tool providers.

- 11.4. Excusable Delays/Non-Performance.** Any delay or failure in performance will be excused to the extent caused by an extraordinary event or occurrence beyond the reasonable control of the non-performing party, including without limitation, fires, floods, windstorms, explosions, strikes, walk outs, riots, natural disasters, mechanical breakdowns, power outages, interruptions in telecommunications, material shortages, acts of terrorism, wars and changes in law, policy or inflationary pressure that render performance of Services commercially impracticable. The affected party will give the other party prompt notice of the delay or failure and the reason thereof and will exert commercially reasonable efforts to remove the causes or circumstances of non-performance with reasonable dispatch.
- 11.5. Assignment.** Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated, by operation of law or otherwise, without the prior written consent of the non-assigning Party, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Notwithstanding the above, either Party may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement without the consent of the non-assigning party to an Affiliate, as part of a change of control, or to a successor in interest to all or substantially all of its business or assets. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective representatives, heirs, administrators, successors and permitted assigns.
- 11.6. Independent Contractor; Benefit.** The relationship between the Parties is solely that of independent contractors. This Agreement is for the benefit of the Parties. There are no intended third party beneficiaries to this Agreement and no rights or obligations herein will be enforceable by a third party.
- 11.7. Modern Slavery.** In performing its obligations under this Agreement, BetterUp will: (i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes, including but not limited to the Modern Slavery Act 2015; (ii) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and (iii) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause. BetterUp represents and warrants that neither it nor any of its officers or employees has been convicted of any offence involving slavery and human trafficking, or has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking. BetterUp will promptly notify the Company if it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 11.8. Anti-Bribery and Anti-Corruption.** Parties are bound by all applicable anti-corruption and anti-bribery laws and regulations, including but not limited to, the United States Foreign Corrupt Practices Act (FCPA) and United Kingdom Bribery Act. Each Party represents, warrants and covenants that it will not cause the other Party to be in breach of their responsibilities through any act. In performing its obligations hereunder, each Party (i) agrees that it has not and will not, directly or indirectly, offer to make, promise, authorize or accept any payment or anything of value, including bribes, gifts and/or donations to or from any public official, regulatory authorities or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, including to obtain or retain business; and (ii) will comply with all applicable anti-corruption and anti-bribery laws and regulations. Each Party will notify the other Party or its representatives or agents immediately upon becoming aware of any breach under this Section.
- 11.9. Import and Export Regulations.** The BetterUp Services are subject to U.S. export controls, specifically the Export Administration Regulations. Both parties will comply with all relevant import and export regulations, including those adopted by the Bureau of Industry and Security of the U.S. Department of Commerce. Company will not transfer, export or re-export, directly or indirectly, the Services to any Prohibited Entity, and Company affirms that it is not a Prohibited Entity or acting on behalf of any Prohibited Entity (as defined under U.S. laws and regulations).
- 11.10. Notices.** Any Notices required under this Agreement will be sent to the email listed below. Notices will be deemed given as of the day they are received by email, messenger, delivery service, or U.S. mail (postage prepaid, certified or registered, return receipt requested), and addressed as set forth below, or to such other address as the Party to receive the notice so designates by notice.
- 11.11. Waiver and Severability.** A Party's delay or failure to exercise a right or remedy will not result in a waiver of that right or remedy. If a court of competent jurisdiction holds any provision of this Agreement to be illegal,

invalid or unenforceable under the governing law, the remaining provisions will remain in full force and effect, and will be construed so as to most nearly reflect the Parties' intent with respect to such provision.

11.12. Survival. Notwithstanding anything to the contrary, all Sections, which by their nature must survive termination or expiration of this Agreement, including, without limitation, if applicable, the entirety of the Data Processing Addendum, survive any termination or expiration of this Agreement.

11.13. Headings. Headings to paragraphs or sections in this Agreement are for the purpose of information and identification only and will not be construed as forming part of this Agreement.

11.14. Miscellaneous. This Agreement, including all Orders, constitutes the entire agreement between the Parties and supersedes all previous or contemporaneous agreements, communications, or representations between the Parties, relating to its subject matter, and any change to its terms must be in writing and signed by the Parties. The parties expressly reject any additional terms and conditions included in any purchase order, or similar documentation, and a party's signature on a purchase order will not be considered consent to be bound to any additional terms included therein. In the event of a conflict in the terms and conditions between documents, the order of precedence will be as follows: (i) if applicable, any privacy or security agreements; (ii) any Order; (iii) this Enterprise Service Agreement; (iv) any other signed documents. Except as otherwise expressly provided to the contrary in this Agreement, this Agreement may only be changed or modified by a mutually executed amendment signed by both Parties. The Parties may execute this Agreement in counterparts, including facsimile, PDF and other electronic copies, which taken together will constitute one instrument.

By signing below, each Party acknowledges and agrees to be legally bound by the terms and conditions set forth in this Agreement.

COMPANY:

BETTERUP, INC.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Email for Notices:

Email for Notices: contracts@betterup.co

APPROVED
By BetterUp Legal - RT at 8:24 am, Oct 06, 2022

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority for its exclusive use and reliance.

By: *Laura Newlin Kelly*
Laura Newlin Kelly, Associate General Counsel

EXHIBIT A Support and Service Level Agreement

BetterUp will provide e-mail support twenty-four (24) hours a day, seven (7) days a week for assistance in identifying and resolving Errors in accordance with the priority levels and response times set forth in this Exhibit. BetterUp will be available to answer questions related to the operational use of the BetterUp Platform.

1. Definitions

For purposes of this Exhibit, the following definitions apply:

- 1.1 **“Actual Quarterly Uptime Percentage”** means the sum of the Total Quarterly Time (“A”) minus the Unavailable Quarterly Time (“B”) and plus the Excluded Quarterly Time (“C”), which is then divided by the Total Quarterly Time. Alternatively stated, $(A-B+C)/A$.
- 1.2 **“Error”** means a defect in the BetterUp Platform that prevents the BetterUp Platform from performing according to Agreement and the applicable Order. Errors include operation and functionality defects, security defects, viruses and bugs.
- 1.3 **“Excluded Quarterly Time”** means the total number of minutes in the applicable calendar quarter during which the BetterUp Platform and/or Services, as applicable, were unavailable for use due to an excluded event as described in Section 4 Excluded Quarterly Times below.
- 1.4 **“Initial Response”** means a written or electronic response from BetterUp to Company or User regarding a reported or discovered Error acknowledging receipt and priority assignment. An automated response is not considered an initial response.
- 1.5 **“Quarterly Uptime Percentage Threshold”** means the percentage listed in Section 2 Service Commitments below under the heading, “Service Commitments”.
- 1.6 **“Resolution”** means best efforts by BetterUp to implement and incorporate a fix into the BetterUp Platform to restore functionality caused by an Error.
- 1.7 **“Service Credit”** means the number of service days that BetterUp will credit to a Company’s applicable subscription if the Actual Quarterly Uptime Percentage is less than the Quarterly Uptime Percentage Threshold as described in Section 2 Service Commitment. Any days of service will be added to the end of the applicable service term, at no charge to Company.
- 1.8 **“Total Quarterly Time”** means the total number of minutes in the applicable calendar quarter.
- 1.9 **“Unavailable Quarterly Time”** means the number of minutes in the applicable calendar quarter during which the BetterUp Platform and/or Services, as applicable, were unavailable for use.

2. Service Commitments:

BetterUp will make the BetterUp Platform available at a Quarterly Uptime Percentage Threshold of **99.9%** of the time each quarter. If BetterUp’s Actual Quarterly Uptime Percentage is below the Quarterly Uptime Percentage Threshold in a given calendar quarter, then Company will receive a Service Credit as described in the table below. Alternatively, if BetterUp’s Actual Quarterly Uptime Percentage is below 95.0% in any given calendar quarter, then Company may terminate any impacted Order by providing thirty (30) days advance written notice and BetterUp will issue a prorated refund for Services not rendered. Company must deliver any such termination notice within fourteen (14) days of the close of such calendar quarter. This Section describes Company’s sole remedy for BetterUp’s failure to meet the Quarterly Uptime Percentage Threshold.

Actual Quarterly Uptime Percentage	Days of Service Credit
------------------------------------	------------------------

< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

Availability of the BetterUp Platform is continuously measured and the availability monitoring service reports are accessible at <https://status.betterup.co/>. BetterUp may adjust the measure of availability to account for any exclusions applicable to such period.

3. Support Plan:

BetterUp will provide all necessary resources to support troubleshooting and implementation of the BetterUp Platform. When Company or a User reports to BetterUp an Error with the BetterUp Platform, BetterUp will assign the Error a priority level and provide the Company or User an Initial Response and Resolution as set forth in the table below.

Priority	Level	Initial Response Time	Resolution Time
Priority 1	Business Critical	Within 2 hours	72 hours
Priority 2	Degraded Services	Within 4 hours	72 hours
Priority 3	General Issues	Within 12 hours	-
Priority 4	Low Priority	Within 24 hours	-

Priority 1 - Business Critical: This status only applies to applications that are in production. It represents a complete loss of service or a significant feature that is completely unavailable, and no workaround exists. Does not include development issues or problems in non-production environments.

Priority 2 - Degraded Service: Includes intermittent issues and reduced quality of service. A workaround may be available. Does not include development issues or problems in non-production environments.

Priority 3 - General Issue: Includes product questions, time sensitive user requests, and development issues.

Priority 4 - Low Priority: Includes non-time sensitive user and feature requests.

4. Excluded Quarterly Times:

Notwithstanding any provision in this Agreement to the contrary, Excluded Quarterly Time will be deemed to have occurred if downtime:

- 4.1 is caused by factors outside of BetterUp's reasonable control, including, without limitation, telecommunications provider-related problems or issues, internet access or related problems occurring beyond the point in the network where BetterUp maintains access and control over the Services;
- 4.2 results from any actions or inactions of Company or any third-party (except for BetterUp's agents and subcontractors);
- 4.3 results from the Company's equipment, software or other technology, add-on services, or third-party equipment, software or other technology (except for equipment within BetterUp's direct control);
- 4.4 occurs during BetterUp's scheduled maintenance for which BetterUp will provide at least forty-eight (48) hours prior notice;
- 4.5 occurs during BetterUp's emergency maintenance (maintenance that is necessary for purposes of maintaining the integrity or operation of the Services), regardless of the notice provided by BetterUp;

- 4.6 results from any alpha, beta, developer preview, development test bed environments, descriptions of similar import or not otherwise generally available BetterUp features or products; or
- 4.7 periods of Unavailable Quarterly Time that are less than five (5) minutes of continuous unavailability in duration.

**CONSENT AGENDA ITEM
#4**

MEMORANDUM

TO: CFX Board Members

FROM: Diego “Woody” Rodriguez, General Counsel *Diego "Woody" Rodriguez*

DATE: September 23, 2022

SUBJECT: Replacement Temporary Access Easement between the Central Florida Expressway Authority, Brightline Trains Florida, LLC, and Wharton Orlando 7707, LLC
Project: 528-1240
Parcel: 528-708

Board approval is requested of the attached Replacement Temporary Access Easement between the Central Florida Expressway Authority (“CFX”), Brightline Trains Florida, LLC (“Brightline”), and Wharton Orlando 7707, LLC (“Wharton”) or its successor entity.

The Right of Way Committee met on September 21, 2022 and reviewed the attached memorandum with attachments and recommended Board approval of the proposed Replacement Temporary Access Easement between CFX, Brightline and Wharton to terminate the existing temporary construction easement and replace it with a temporary access easement in favor of Brightline. The Committee recommended approval with the added understanding that Wharton is currently in negotiations to transfer its interest and that at the time of Board approval it may result in a successor entity entering into the attached easement.

MEMO ATTACHMENT 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel *LNK*

DATE: September 14, 2022

SUBJECT: Replacement Temporary Access Easement between the Central Florida Expressway Authority, Brightline Trains Florida, LLC, and Wharton Orlando 7707, LLC
Project: 528-1240
Parcel: 528-708

BACKGROUND

The Central Florida Expressway Authority (“CFX”) and Neo Land, LLC (“Neo Land”) entered into that certain Temporary Construction Easement dated as of October 20, 2015 (“Existing Easement”) whereby Neo Land granted CFX a temporary construction easement over real property owned by Neo Land for the construction of the proposed passenger rail project between Miami and Orlando by Brightline Trains Florida, LLC (“Brightline”). The Existing Easement will automatically expire no later than December 31, 2026. The Existing Easement is depicted in the map attached hereto as **Attachment “A”** (“Map of Easements”).

One or about June 7, 2022, Wharton Orlando 7707, LLC (“Wharton”) acquired the subject property from Neo Land’s successor in interest subject to the Existing Easement. In order to develop the real property encumbered by the Existing Easement, Wharton has requested CFX terminate CFX’s interest in the Original Easement and has agreed to grant Brightline a replacement temporary construction easement to access the passenger rail project until March 31, 2023 in accordance with the terms and conditions of the proposed Replacement Temporary Construction Easement attached hereto as **Attachment “B”** (“Agreement”). Brightline is in agreement with the termination of the Existing Easement and revised location and term of the replacement easement outlined in the Agreement.

Pursuant to CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (“ROW Manual”), CFX staff and CFX’s General Engineering Consultant (“GEC”) have examined the proposed Agreement and determined that Existing Easement is no longer essential to the operation of the Expressway System and that the termination of the Existing Easement would not impede or restrict the current or future construction, use, operation, repair or maintenance of the Expressway System. A copy of the certification from the GEC is attached hereto as **Attachment “C”**.

REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval of the Agreement Between CFX, Brightline and Wharton in a form substantially similar to the attached Agreement, subject to any minor or clerical modifications or revisions approved by the GEC, General Counsel or designee.

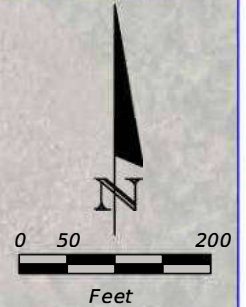
ATTACHMENTS

- A. Map of Easements
- B. Replacement Temporary Construction Easement
- C. Certificate from CFX's General Engineering Consultant



ATTACHMENT "A"

BRIGHTLINE CORRIDOR



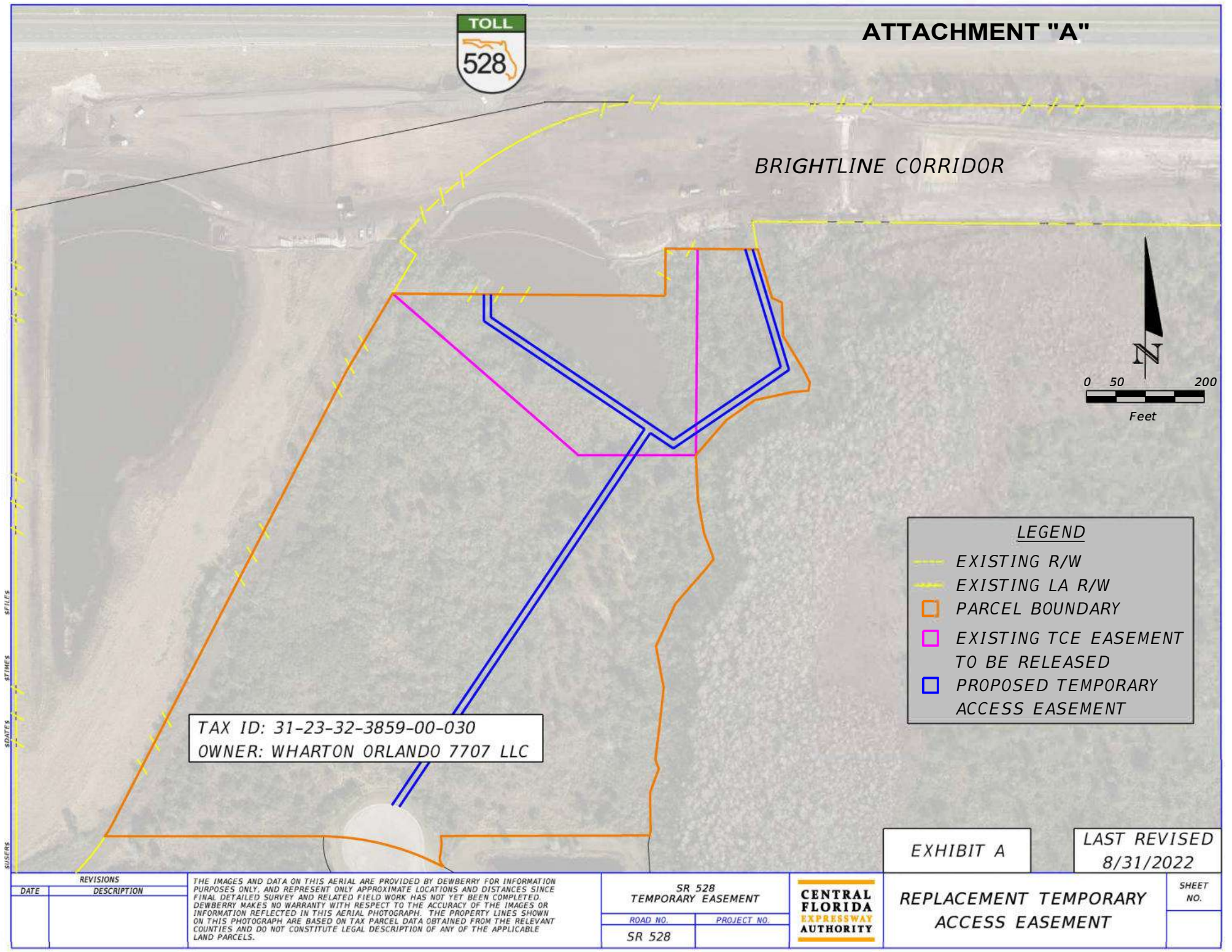
LEGEND

- EXISTING R/W
- EXISTING LA R/W
- PARCEL BOUNDARY
- EXISTING TCE EASEMENT TO BE RELEASED
- PROPOSED TEMPORARY ACCESS EASEMENT

TAX ID: 31-23-32-3859-00-030
 OWNER: WHARTON ORLANDO 7707 LLC

EXHIBIT A

LAST REVISED
8/31/2022



REVISIONS	
DATE	DESCRIPTION

THE IMAGES AND DATA ON THIS AERIAL ARE PROVIDED BY DEWBERRY FOR INFORMATION PURPOSES ONLY, AND REPRESENT ONLY APPROXIMATE LOCATIONS AND DISTANCES SINCE FINAL DETAILED SURVEY AND RELATED FIELD WORK HAS NOT YET BEEN COMPLETED. DEWBERRY MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY OF THE IMAGES OR INFORMATION REFLECTED IN THIS AERIAL PHOTOGRAPH. THE PROPERTY LINES SHOWN ON THIS PHOTOGRAPH ARE BASED ON TAX PARCEL DATA OBTAINED FROM THE RELEVANT COUNTIES AND DO NOT CONSTITUTE LEGAL DESCRIPTION OF ANY OF THE APPLICABLE LAND PARCELS.

SR 528 TEMPORARY EASEMENT	
ROAD NO.	PROJECT NO.
SR 528	



REPLACEMENT TEMPORARY ACCESS EASEMENT

SHEET NO.

Prepared by and Return to:

Ambarina A. Perez, Esq.
700 NW 1st Avenue,
Suite 1620
Miami, Florida 33126

REPLACEMENT TEMPORARY ACCESS EASEMENT

THIS REPLACEMENT TEMPORARY ACCESS EASEMENT (the "Replacement Easement"), made effective as of this ____ day of _____, 2022, by and among **WHARTON ORLANDO 7707, LLC**, a Delaware limited liability company, whose address is 488 Madison Avenue, 18th Floor, New York, NY 10022 (together with its successors and/or assigns, "Grantor"), **BRIGHTLINE TRAINS FLORIDA LLC**, a Delaware limited liability company, whose address is 161 NW 6th Street, Suite 900, Miami, Florida 33136 (together with its successors and/or assigns, "Grantee") and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida ("CFX"). Grantor, Grantee and CFX are referred to herein, individually, as a "Party", and collectively, as the "Parties".

RECITALS:

WHEREAS, NEO LAND, LLC, a Florida limited liability company ("NEO"), as grantor, and CFX, as grantee, entered into that certain Temporary Construction Easement dated as of October 20, 2015 and recorded in the Public Records of Orange County, Florida, on December 8, 2015 in Book 11024, Page 3971 ("Original Easement") affecting the real property located in Orange County, Florida, more particularly described on **Exhibit "A,"** attached hereto and incorporated herein by reference ("Grantor's Property"); and

WHEREAS, Grantor is now the fee simple owner of Grantor's Property pursuant to that certain Special Warranty Deed dated June 7, 2022 and recorded as Document No. 20220364162 in the Official Records of Orange County, Florida; and

WHEREAS, Grantee is constructing and developing a passenger rail project that will transport individuals between Miami and Orlando with initial stops in Fort Lauderdale and West Palm Beach, Florida ("Rail Project") and which Rail Project includes, without limitation, the property described and/or depicted on **Exhibit "B,"** attached hereto and incorporated herein by reference (the "Rail Project Property"); and

WHEREAS, the Rail Project Property abuts the Grantor's Property; and

WHEREAS, Grantor has requested termination of the Original Easement, and the Parties have agreed to terminate and release the Original Easement, provided that Grantor grant and convey to Grantee, a non-exclusive temporary easement for access (including without

limitation, pedestrian and vehicular ingress and egress) in over, upon and through the Temporary Easement Area (as hereinafter defined) in replacement of and to supersede the Original Easement, all in accordance with the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Replacement Easement.

2. **Grant of Temporary Access Easement.** Grantor hereby grants, bargains, sells, conveys and declares a non-exclusive temporary access (including without limitation, pedestrian and vehicular ingress and egress) easement, not less than twelve feet (12') wide, for the benefit of Grantee, Grantee's successors and assigns, and their respective employees, agents, contractors, subcontractors, independent contractors, and licensees (the "Temporary Access Easement") over, upon and through the portion of Grantor's Property more particularly described and/or depicted on **Exhibit "C"** attached hereto and incorporated herein by reference (the "Temporary Easement Area").

3. **Purpose of Temporary Construction Easement.** The purpose of the Temporary Access Easement shall be to permit Grantee, through itself, its employees, agents, contractors, subcontractors, and independent contractors, to enter upon the Temporary Easement Area, twenty-four (24) hours a day, seven days a week (inclusive of holidays), to provide access, including without limitation, pedestrian and vehicular, ingress and egress (a) from the public right-of-way known as Amsterdam Drive to the Rail Project Property; and (b) from the Rail Project Property to the public right-of-way known as Amsterdam Drive, together with the privileges and rights herein granted. For the full enjoyment of the rights granted herein, Grantee shall have the further right to: (a) trim, cut, or remove trees, bushes, undergrowth, and other obstructions from the Temporary Easement Area which unreasonably interfere with its right to enter upon and travel on the Temporary Easement Area; and (b) travel on the Temporary Easement Area on vehicles including, without limitation, trucks, tractor trailers, construction vehicles, and trailers hauling materials and or equipment for the Rail Project, provided that Grantee shall repair any damage to the Temporary Easement Area caused by Grantee's use of the Temporary Easement Area, reasonable wear and tear excepted. Grantor shall provide to Grantee instructions, keys and/or combinations to locks on any gates necessary for Grantee and its employees, agents, contractors, subcontractors, independent contractors to gain access to the Temporary Easement Area for the purposes set forth in this Replacement Easement. Grantor shall also provide telephone number(s) and contact person(s) that Grantee or its contractors can reach twenty-four (24) hours a day, seven (7) days a week regarding its use of the Temporary Access Easement. Grantee shall indemnify and hold harmless Grantor from and against any third party claim for damage or loss arising out of Grantee's and its employees, agents, contractors, subcontractors, and independent contractors use of the Temporary Access Easement, but only to the extent caused by Grantee or its employees, agents, contractors, subcontractors, or independent contractors. Grantor further grants to Grantee the reasonable right to enter upon the adjoining lands of Grantor for the purposes of exercising the rights herein granted.

4. **Use of Temporary Access Easement Area.** The Temporary Access Easement is non-exclusive, and nothing in this Replacement Easement shall limit Grantor's present or future use of the Temporary Access Easement Area, including, without limitation, Grantor's development and construction of improvements thereon, provided that such use, construction or development does not obstruct, prevent, frustrate or unreasonably interfere with Grantee's use and enjoyment of the Temporary Access Easement for the purposes provided for in this Replacement Easement.

5. **Term of Easement.** The term of the easement granted herein shall begin on the date of this Replacement Easement and end on March 31, 2023.

6. **Governing Law: Venue.** This Replacement Easement and the provisions contained herein shall be construed and interpreted in accordance with, and controlled and governed by, the laws of the State of Florida. To the maximum extent permitted by applicable law, any action to enforce, arising out of, or relating in any way to, any of the provisions of this Replacement Easement shall be brought and prosecuted in such court or courts located in Orange County, Florida.

7. **Covenants Run With the Land.** The Temporary Access Easement granted herein, and any other terms and conditions of this Replacement Easement are hereby declared and shall hereinafter be deemed to be covenants running with Grantor's Property and shall be binding upon and inure to the benefit of Grantor and Grantee, and each of their heirs, administrators, executors, personal representatives, successors and assigns.

8. **Grantor's Representations and Covenants.** Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to Grantor's Property, including, without limitation, the Temporary Access Easement Area, (b) that Grantor has full right and lawful authority to grant and convey the easements, rights and privileges described herein to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of said easements, rights and privileges described herein, and (d) that Grantor shall obtain the joinder and consent of any mortgage or lien encumbering Grantor's Property, including, without limitation, the Temporary Easement Area. Grantor covenants not to interfere with the Rail Project or any other improvements or activities associated therewith, now existing or in the future, nor allow any use or uses that will prevent or unreasonably restrict Grantee's ingress and egress to the Temporary Easement Area as described herein, or otherwise impair Grantee's enjoyment of the rights granted herein.

9. **Termination and Release.** Grantor and CFX hereby (i) terminate the Original Easement and all of CFX's rights and Grantor's obligations under the Original Easement; and (ii) declare that Original Easement shall be of no further force and effect. CFX hereby releases and relinquishes any and all interest CFX may have in and to Grantor's Property pursuant to the Original Easement. Grantor hereby releases, relinquishes, and waives any and all interest, claims, or causes of action, Grantor may have now or in the future, against CFX, arising from the use of the Original Easement or CFX's or Grantee's use of the Grantor's Property thereunder.

10. **Recording.** This Replacement Easement shall be recorded in the Public

Records of Orange County, Florida, at Grantor's sole cost and expense.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

WITNESSES

GRANTOR:

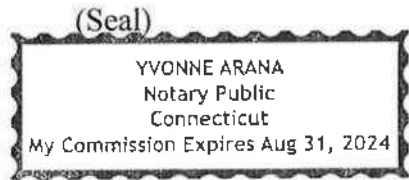
WHARTON ORLANDO 7707, LLC

By: [Signature]
Print Name: STEVEN GUSTAFSON
By: [Signature]
Print Name: MARC BLITZER

By: [Signature]
Name: Gary Korn
Title: Authorized Signatory

State of Connecticut
County of Fairfield

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of AUGUST, 2022, by Gary Korn, as Authorized Signatory of Wharton Orlando 7707, LLC, a Delaware limited liability company, on behalf of the company.



[Signature]
Signature of Notary
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR
 Produced Identification
Type of Identification* CT DL057666017
X526/23

WITNESSES

By: [Signature]
Print Name: Nicholas Cobb
By: Jessica Perez
Print Name: Jessica Perez

GRANTEE:

BRIGHTLINE TRAINS FLORIDA LLC

By: [Signature]
Name: Kolleen Cobb
Title: Vice President

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of August, 2022, by Kolleen Cobb as Vice President of Brightline Trains Florida LLC, a Delaware limited liability company, on behalf of the company.

(Seal)

Jessica Perez
Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)



Personally Known OR
 Produced Identification
Type of Identification* _____

WITNESSES

CFX:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____

By: _____
Laura Kelley, Executive Director

By: _____
Print Name: _____

Date: _____

ATTEST: _____
Regla ("Mimi") Lamaute
Board Services Coordinator

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

By: _____
Diego "Woody" Rodriguez
General Counsel

State of Florida
County of Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Laura Kelley, as Executive Directory of the Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, behalf of the agency.

(Seal)

Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[] Personally Known OR
[] Produced Identification
Type of Identification* _____

EXHIBIT "A"

Grantor's Property

Parcel ID # 31-23-32-3859-00-030

Legal Description:

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

Lot 3 of INTERNATIONAL CORPORATE PARK PARCEL 10, according to the Plat thereof as recorded in Plat Book 67, Page(s) 56 through 58, of the Public Records of Orange County, Florida.

LESS AND EXCEPT:

Part A

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK – PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 596.23 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve, along said west line and said existing south Limited Access Right of Way line, having a radius of 639.49 feet, a central angle of 41°36'10", a chord length of 454.20 feet bearing North 58°43'23" East, an arc distance of 464.34 feet; thence run South 89°33'17" East, non-tangent to said curve and along the north line of said plat and said existing south Limited Access Right of Way line, a distance of 197.09 feet to the Point of Beginning.

Part B

The following described property:

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK – PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

[continues on the next page]

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance

of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00°26'43" West, a distance of 80.00 feet; thence run North 89°33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 30°44'53" East, along said west line and said existing south Limited Access Right of Way line, distance of 77.87 feet; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89°33'17" East, a distance of 439.97 feet to the Point of Beginning.

Ends of legal description.

Aerial photograph of Grantor's Property appears on the next page.
(See attached)

Aerial Photograph of Grantor's Property



01/21/2022

EXHIBIT "B"

Rail Project Property

Parcel IDs.: 31-23-32-3859-00-031; and 31-23-32-3859-00-032

Legal Descriptions:

Project 528-1240

Parcel No.: 108

Part A

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK – PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 596.23 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve, along said west line and said existing south Limited Access Right of Way line, having a radius of 639.49 feet, a central angle of 41°36'10", a chord length of 454.20 feet bearing North 58°43'23" East, an arc distance of 464.34 feet; thence run South 89°33'17" East, non-tangent to said curve and along the north line of said plat and said existing south Limited Access Right of Way line, a distance of 197.09 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.56 acres, more or less.

[continues on the next page]

Together, with

Part B

The following described property:

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK – PARCEL 10 according to

the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00°26'43" West, a distance of 80.00 feet; thence run North 89°33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 30°44'53" East, along said west line and said existing south Limited Access Right of Way line, distance of 77.87 feet; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89°33'17" East, a distance of 439.97 feet to the Point of Beginning.

Containing 0.81 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

End of legal descriptions.

Aerial Photographs of the Rail Project Property – Parcel 108 Part A and Parcel 108 Part B appear on the next two pages.

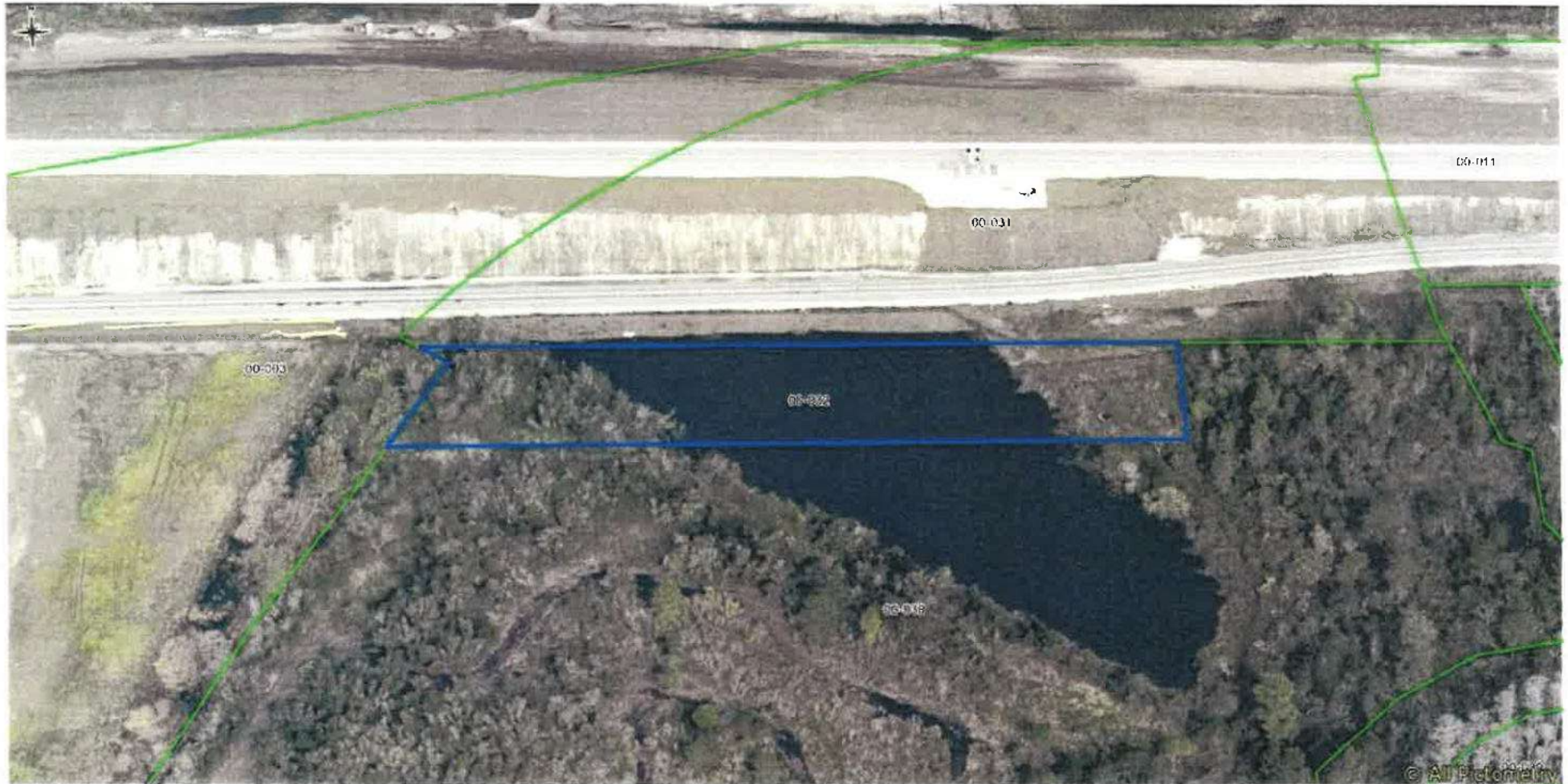
(See attached)

Aerial Photograph of Parcel 108 Part A



01/21/2022

Aerial Photograph Parcel 108 Part B



01/21/2022

EXHIBIT "C"

Temporary Easement Area

(See attached)

Temporary Easement Area is shown in green in the attached drawing/sketch of Grantor's Property.

September 21, 2022

Mr. Glenn Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: DISPOSITION OF PROPERTY

SR 528, Project 1240
CFX Parcel 528-708 - Replacement Temporary Access Easement

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of the parcel included in the Temporary Construction Easement as depicted in Exhibit A. In our opinion, we certify that this temporary construction easement is no longer essential for the operation of the CFX system and disposition of this parcel, subject to the replacement easement in favor of Brightline Trains Florida, LLC, and would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,



R. Keith Jackson, P.E.
Program Manager

**CONSENT AGENDA ITEM
#5**

MEMORANDUM

TO: CFX Board Members

FROM: Diego “Woody” Rodriguez, General Counsel *Diego "Woody" Rodriguez*

DATE: September 23, 2022

SUBJECT: Notice of Extension between the Central Florida Expressway Authority and Orange County, Florida
Project: State Road 429

Board approval is requested of the attached Notice of Extension between the Central Florida Expressway Authority (“CFX”) and Orange County, Florida (“County”).

The Right of Way Committee met on September 21, 2022 and reviewed the attached memorandum with attachments and recommended Board approval of the Notice of Extension extending the deadline for the County to build the Horizon West Trail bike path for an additional 10 years, which requirement was initially set forth in the Collocation of Bike Path and Transmission Line Agreement dated January 23, 2001 between the County and CFX.

MEMO ATTACHMENT 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel *LNK*

DATE: August 30, 2022

SUBJECT: Notice of Extension between the Central Florida Expressway Authority and Orange County, Florida
Project: State Road 429

BACKGROUND

The Central Florida Expressway Authority's predecessor in interest ("OOCEA"), Orange County, Florida ("County") and Florida Power Cooperation ("FPC") entered into that certain Collocation of Bike Path and Transmission Line Agreement dated January 23, 2001 ("Agreement") whereby OOCEA agreed to convey to the County the real property referred to as the Bike Path Property in the Agreement, for the construction, operation, and maintenance of a bike path. OOCEA conveyed the Bike Path Property to the County for the construction, operation and maintenance of the bike path pursuant to that certain Quit-Claim Deed dated January 7, 2003 and recorded January 16, 2004 in Official Records Book 7269, Page 3217 in the Public Records of Orange County, Florida ("Deed").

Pursuant to the terms and conditions of the Deed and Section 1.2(d) of the Agreement, the Central Florida Expressway Authority ("CFX") has the right, in its sole option, to require the County reconvey and quit claim to CFX the Bike Path Property in the event the County fails to complete the construction of the bike path in accordance with the terms and conditions of the Agreement within twenty (20) years of the recording of the Deed ("Construction Deadline"). The Construction Deadline is currently anticipated to expire on January 16, 2024. County has been working diligently to commence the design, permitting and construction of the bike path on the Bike Path Property; however, due to funding priorities, the County does not anticipate it will complete the construction of the entire bike path by the Construction Deadline.

The proposed bike path is part of the Horizon West Trail adjacent to State Road 429. The proposed trail is being developed in two phases as shown on the map attached hereto as **Attachment "A"** ("Trail Map"). Phase 1 of the Horizon West Trail consists of approximately 2.23 miles and is currently in the design phase and is anticipated to be completed in a minimum of two (2) years. Phase two of the Horizon West Trail consists of approximately 2.97 miles. There is currently no funding available for Phase 2 of the Horizon West Trail, but County is working with MetroPlan Orlando to endeavor to obtain state or federal funding. Therefore, County has requested an extension of the Construction Deadline for an additional ten (10) years from the expiration of

the current Construction Deadline in accordance with the terms and conditions of the proposed Notice of Extension attached hereto as **Attachment “B”** (“Notice”).

County staff has reviewed and approved the form of the Notice, and the Notice is scheduled to be included on the Board of County Commissioners’ September 13, 2022 agenda.

REQUEST

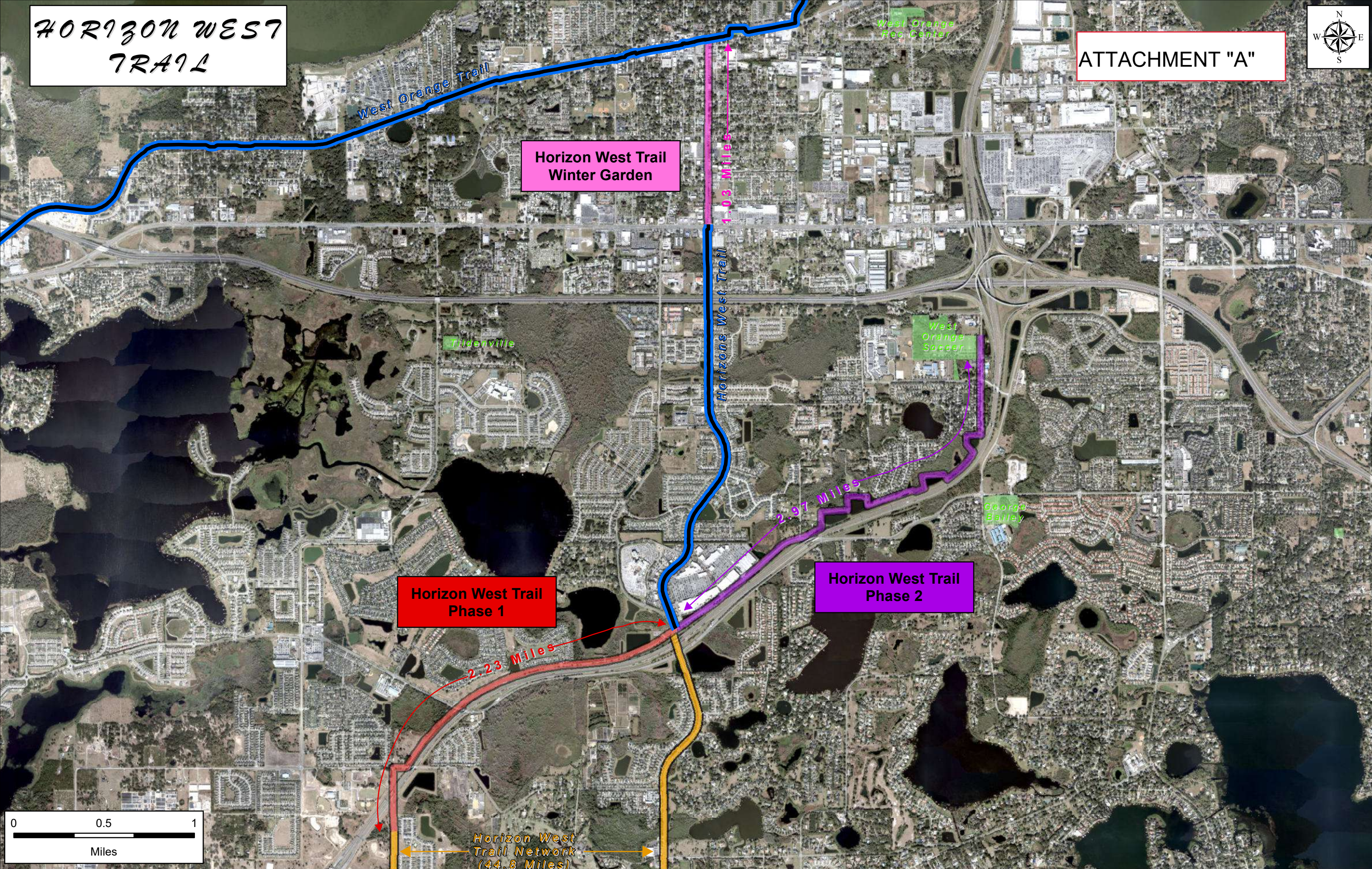
A recommendation by the Right of Way Committee for CFX Board’s approval of the Notice between CFX and County in a form substantially similar to the attached Notice, subject to any minor or clerical modifications or revisions approved by the General Counsel or designee.

ATTACHMENTS

- A. Trail Map
- B. Notice of Extension

HORIZON WEST TRAIL

ATTACHMENT "A"



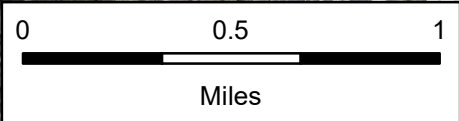
Horizon West Trail
Winter Garden

Horizons West Trail
1.03 Miles

Horizon West Trail
Phase 1
2.23 Miles

Horizon West Trail
Phase 2
2.97 Miles

Horizon West
Trail Network
(44.8 Miles)



APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: September 13, 2022

This document was prepared by:
Laura L. Kelly
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Project State Road 429
Bike Path Property

NOTICE OF EXTENSION

THIS NOTICE OF EXTENSION ("Notice") is made and entered into as of the Effective Date (hereinafter defined) by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32801-1393 ("County"). CFX and County are referred to herein sometimes as a "Party" or the "Parties".

RECITALS

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes ("CFX Act") to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, CFX's predecessor in interest, Orlando-Orange County Expressway Authority ("OOCEA"), County, and Florida Power Cooperation ("FPC") entered into that certain Collocation of Bike Path and Transmission Line Agreement dated January 23, 2001 ("Collocation Agreement"), whereby OOCEA agreed to convey to the County the Bike Path Property, as such real property is defined in the Collocation Agreement, for the construction, operation and maintenance of a Bike Path, as defined in the Collocation Agreement; and

WHEREAS, OOCEA conveyed to County the Bike Path Property for the construction, operation, and maintenance of the Bike Path pursuant to that certain Quit-Claim Deed dated January 7, 2003 and recorded January 16, 2004 in Official Records Book 7269, Page 3217, in the Public Records of Orange County, Florida ("Deed"); and

WHEREAS, pursuant to the terms and conditions of the Deed and Section 1.2(d) of the Collocation Agreement, CFX has the right, in its sole option, to require the County reconvey and quit claim to CFX the Bike Path Property in the event the County fails to complete the construction of the Bike Path in accordance with the terms and conditions of the Collocation Agreement within twenty (20) years of the recording of the Deed ("Construction Deadline"); and

WHEREAS, County has been working diligently to commence the design, permitting and construction of the Bike Path on the Bike Path Property; however, due to funding priorities, the County does not anticipate it will complete the construction of the Bike Path on the Bike Path Property by the Construction Deadline; and

WHEREAS, County has requested, and CFX is agreeable to, extending the Construction Deadline for an additional ten (10) years in accordance with the terms and conditions more specifically provided herein.

NOW THEREFORE, for and in consideration of the premises hereof, the mutual covenants herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Extension**. CFX and County hereby agree to extend the Construction Deadline in the Deed and Collocation Agreement to January 16, 2034. In no event shall CFX's agreement to extend the Construction Deadline impact any other requirements, obligations, or restrictions of the County more specifically set forth in the Deed or Collocation Agreement, and County shall remain responsible for producing and submitting to CFX and FPC for review and approval the construction plans for the Bike Path and any appurtenant improvements prior to the commencement of construction on the Bike Path. Notwithstanding anything contained herein to the contrary, in the event County fails to complete the construction of the Bike Path on or prior to the extended Construction Deadline, CFX shall have the sole and absolute right to exercise its right to require County to reconvey the Bike Path Property to CFX in accordance with the requirements of the Deed and Collocation Agreement.

3. **Compliance with all Legal Rules**. County shall, at its sole expense, comply with all present and future valid and applicable laws, ordinances, and regulations of the federal government and its agencies, the State of Florida, and Orange County.

4. **Notices**. All notices, demands, approvals, requests, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt; (ii) the next business day following its deposit with a reputable overnight courier or (iii) the third (3rd) day following its deposit in a regularly maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee as its address is set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee

CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

With a copy to: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

County: Orange County Real Estate Management Division
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Manager
Telephone: (407)836-7070
Facsimile: (407) 836-5969

With a copy to: Orange County Attorney's Office
P. O. Box 1393
Orlando, Florida 32802-1393
Telephone: (407) 836-7320
Facsimile: (407) 836-5888

5. **Default.** Except as otherwise set forth herein, in the event either of the Parties fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by said part under the terms and provisions of this Notice, the other party, in its sole discretion, and after thirty (30) days prior written notice and opportunity to cure, shall be entitled to: (i) exercise any and all rights and remedies available to said party at law and in equity, including, without limitation, the right of specific performance, or (ii) terminate this Notice, whereupon the Notice shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder. Upon any such termination, this Notice and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

6. **Miscellaneous Provisions.**

a. **No Other Parties.** This Notice is solely for the benefit of the Parties, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Notice.

b. **Binding Effect.** This Notice shall be binding on the Parties, and upon all entities operating for or on behalf of the Parties pursuant to this Notice. The provisions of this Notice shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

c. **Governing Law; Venue.** The Florida law shall govern the validity, enforcement and interpretation of this Notice, and the Parties agree that venue for any action arising hereunder shall lie in Orange County, Florida

d. **Entire Agreement.** This Notice constitutes the entire understanding and agreement between the Parties and shall not be changed, altered, or modified, except by an instrument in writing signed by the Parties.

e. **Non-Waiver.** The failure of any party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duty to comply with such obligations in all other instances.

f. Recording. County shall, at its sole cost and expense, cause this Notice to be recorded in the Public Records of Orange County, Florida.

g. Amendments. The rights hereby granted, created and declared shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, except by an instrument in writing, executed by the then owners of the benefited property and all mortgagees of any portion thereof.

h. Covenants Running with the Property. The easements, covenants, agreements and conditions contained or expressed herein shall not be personal (except as otherwise expressly provided herein) but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the benefited property and the easement area, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licenses, guests and invitees of each of them.

i. Time. Time is of the essence of this Notice.

j. Legal Construction and Headings. Wherever, under the terms and provisions of this Notice, the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

k. Severability. This Notice is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Notice or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Notice and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

l. Electronic Signatures and Counterparts. To facilitate execution, CFX and Owner agree that this Notice may be executed and transmitted by electronic (including digital) signature in compliance with Chapter 668, Florida Statutes, to the other Party and that the executed electronic or digital shall be binding and enforceable as an original. This Notice may also be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

m. Effect on Deed and Collocation Agreement. Except as modified herein, the Deed and Collocation Agreement remain in full force and effect.

n. Effective Date. The effective date of this Notice shall be the date upon which the CFX governing board has approved this Notice and the last of the Parties executes this Notice ("Effective Date").

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Notice to be executed in a manner and form sufficient to bind them on the date set forth herein below.

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

By: _____
Sean Parks, Chairman

Print Name: _____

Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

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

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ___ day of _____, 2022, by Sean Parks, as Chairman of
the Central Florida Expressway Authority, on behalf of the organization. He is personally known
to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: September 13, 2022

ATTEST: Phil Diamond, CPA, County
Comptroller, Clerk to the Board of County
Commissioners

By: *Phil Diamond*
Deputy Clerk


Print Name: September 13, 2022

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 15, 2022


SUBJECT: Approval of Second Contract Renewal with Aero Groundtek LLC for
Landscape Maintenance Services for SR 408, SR 417 and CFX's Headquarters
Contract No. 001680

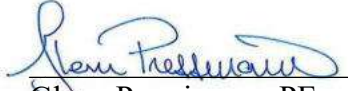
Board approval is requested for the second renewal of the referenced contract with Aero Groundtek LLC in the amount of \$1,900,747.01 for a one year period beginning November 15, 2022 and ending November 14, 2023. The original contract was for three years with two one-year renewals.

The work to be performed includes landscaping services.

Original Contract	\$5,219,612.38
Supplemental Agreement No. 1	\$ 234,505.00
First Renewal	\$1,750,000.00
Second Renewal	<u>\$1,900,747.01</u>
Total	<u>\$9,104,864.39</u>

This contract is included in the OM&A Budget.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001680**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 13th day of October 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Aero Groundtek LLC. hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on September 13, 2018, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”), whereby CFX retained the Contractor to perform landscape maintenance services on SR 408, 417 and CFX’s headquarters building.

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

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on November 15, 2022 and end on November 14, 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 the compensation schedule of the Original Agreement as adjusted for a CPI increase of 9.12% (in accordance with Section 3.5 of the Method of Compensation) in an amount up to \$1,900,747.01 (“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. This contract renewal renewal no. 2 unit cost schedule applicable to this renewal is attached.
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.

**AERO GROUNDTEK LLC, a Delaware
Limited liability company**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

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

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001680**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 12th day of August 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Aero Groundtek, LLC, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on September 13, 2018, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”), whereby CFX retained the Contractor to perform landscape maintenance services on SR 408, 417 and CFX’s headquarters building.

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

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on November 15, 2021 and end on November 14, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$1,750,000.00 (“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.

AERO GROUNDTEK LLC, a Delaware
Limited liability company

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: *Gregory S Bori*
Print Name: Gregory Bori
Title: Operations Director

By: *Aneth Williams*
Aneth Williams, Director of Procurement

ATTEST: *[Signature]* (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this 26th day of AUGUST, 2021 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: *[Signature]*
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____



GLEYSIS GESSEN
Commission # GG 971678
Expires March 22, 2024
Bonded Thru Budget Notary Services

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Landscape Maintenance Services
SR 408, SR 417 and CFX's Headquarters Bldg.

Contract No. 001680

Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 10th day of December 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and **AERO GROUNDTEK LLC**, a Delaware limited liability company, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated September 13, 2018, with a Notice to Proceed date of November 15, 2018, for landscape maintenance services pertaining to S.R. 408, S.R. 417 and CFX's Headquarters Building.

1. CFX desires to increase the work order allowance for additional trash patrol on SR 408 and other work needs through the remainder of the contract term which expires November 14, 2021. The work allowance is adjusted upward by \$234,505.00.
2. The Contractor hereby agrees to increase work allowance through the remainder of the contract term with an increase in the Contract amount of \$234,505.00 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Landscape Maintenance Services
SR 408, SR 417 and CFX's Headquarters Bldg.

Contract No. 001680

Amount of Changes to this document: \$234,505.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 1/20/2021

**AERO GROUNDTEK LLC a Delaware
limited liability company**


By: 

Title: Director Of Operations

Attest: _____ (Seal)

Date: 1/15/2021

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 20th day of JANUARY, 2020 for its exclusive use and reliance.

By: 
Diego "Woody" Rodriguez,
General Counsel

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT ("Assignment") is made and entered into as of the Effective Date (hereinafter defined), by and between **GROUNDTEK OF CENTRAL FLORIDA, LLC**, a Florida limited liability company, whose mailing address is 858 Maguire Road, Ocoee, Florida 34761 ("Consultant"), **AERO GROUNDTEK, LLC**, a Delaware limited liability company registered to do business in the State of Florida, whose mailing address is 165 Cantiague Rock Road, Westbury, New York 11590 ("Assignee"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"). Consultant, Assignee and CFX shall be individually referred to herein as "Party" or collectively referred to herein as the "Parties".

WHEREAS, on September 13, 2018, Consultant and CFX entered into that certain Contract No. 001411 and the Contract Documents as defined therein, as may be amended from time to time (collectively, the "Contract"), whereby Consultant agreed to perform landscape maintenance services on State Road ("SR") 408, SR 417 and CFX's headquarters building, as more particularly delineated in the Contract; and

WHEREAS, on or about April 3, 2020 ("Assignment Date"), Assignee acquired the ownership interest in and to the Consultant; and

WHEREAS, as part of the sale of the ownership interest of the Consultant to the Assignor, the Consultant agreed to transfer and assign, and Assignee agreed to accept and assume, any and all rights, duties, privileges, responsibilities, liabilities, and obligations of Consultant under the Contract; and

WHEREAS, as part of the sale, Assignee entered into employment agreements with Gregory Bori and Geoffrey Bori, the key management personnel of the Consultant (collectively, "Key Personnel"), for a term of no less than three (3) years, to ensure the continuity and consistency in the level of services provided to CFX under the Contract; and

WHEREAS, CFX hereby consents to the assignment and assumption of the Contract, and amendment thereto, in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals; Definitions.** The above recitals are true and correct and are incorporated herein by reference and made a part hereof. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed to those terms in the Contract.
2. **Assignment.** Effective as of the Assignment Date, Consultant does hereby convey, transfer, assign and set over to Assignee all of the rights, duties, privileges, responsibilities, liabilities, and obligations of Consultant under the Contract.
3. **Acceptance and Assumption.** Effective as of the Assignment Date, Assignee does hereby accept this Assignment and agrees to assume any and all of Consultant's duties, responsibilities, liabilities and obligations under the Contract, which arise or accrue on or after the Assignment Date and agrees to perform all obligations of Consultant with respect to the Contract which are to be performed or which become due on or after the Assignment Date.

4. **Consent to Assignment and Assumption.** CFX hereby consents to the assignment of the Contract from Consultant to Assignee based on the representations of Consultant and Assignee that the Key Personnel will remain employees of the Assignee for no less than three (3) years, unless otherwise agreed upon in writing by CFX. In the event CFX determines the representations of Consultant or Assignee are incorrect or untrue with regard to the Key Personnel, CFX reserves the right to immediately terminate the Contract and shall have no further obligations thereunder. Consultant and Assignee agree to indemnify and hold CFX harmless from and against all liability, loss, and costs (including reasonable attorneys' fees) arising, directly or indirectly, out of the failure or refusal by Assignee to perform and discharge the obligations and liabilities assumed by Assignee as specified in this Assignment.

5. **Assignment Date and Effective Date.** The Parties hereby agree and acknowledge that this Assignment is being executed after the Assignment Date and as such, this Assignment shall be effective retroactively as of the Assignment Date. The Parties agree and acknowledge that Assignee shall be responsible for, and assume, any and all duties, responsibilities, liabilities and obligations under the Contract, which arise or accrue between the Assignment Date and Effective Date. Consultant and Assignee agree to indemnify and hold CFX harmless from and against all liability, loss, and costs (including reasonable attorneys' fees) arising, directly or indirectly, out of the failure or refusal by Assignee to perform and discharge the obligations and liabilities assumed by Assignee as specified in this Assignment between the Assignment Date and Effective Date.

6. **Contract Terms.** As of the Assignment Date, any and all references to the Consultant in the Contract shall refer to the Assignee.

7. **Authority.** Consultant hereby covenants that Consultant has good and lawful authority to assign and convey Consultant's rights, duties and obligations in, to and under the Contract. Assignee hereby covenants that Assignee has good and lawful authority to accept the assignment and assume all of Consultant's rights, duties and obligations in, to and under the Contract.

8. **Further Assurances.** Assignor agrees that it will execute and deliver, upon request, any and all such additional documentation as may be required by CFX to effectuate the terms of this Assignment.

9. **Governing Law.** This Assignment shall be interpreted and construed in accordance with the laws of the State of Florida.

10. **Specific Performance.** CFX, the Consultant and Assignee shall all have the right to enforce the terms and conditions of this Assignment by an action for specific performance.

11. **Modification, Amendment or Termination.** This Assignment may be not changed, modified, amended or terminated except as expressly set forth in a separate writing signed by the Parties.

12. **Severability.** If any of the terms, provisions, covenants or conditions set forth in this Assignment or the application thereof to any particular circumstance shall be held by any court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this Assignment shall not be affected thereby and each provision of this Assignment shall be valid and enforceable to the fullest extent otherwise permitted by law.

13. **Counterparts.** This Assignment may be executed in any number of counterparts, including by electronic, digital or facsimile signature in accordance with Chapter 668, Florida Statutes, all of which taken together shall constitute one and the same agreement.

14. **Effective Date.** The effective date of this Assignment shall be the date the last of the Parties hereto signs this Assignment ("Effective Date").

IN WITNESS WHEREEOF, the Parties caused these presents to be executed by their duly authorized officer as of the dates set forth below.

(Seal)

ATTEST:

CONSULTANT:

GROUNDTEK OF CENTRAL FLORIDA, LLC, a Florida limited liability company

By: *George L. Borri*
Print Name: George L. Borri
Title: President
Date: 6/10/2020

(Seal)

ATTEST:

ASSIGNEE:

AERO GROUNDTEK LLC, a Delaware limited liability company

By: *Salvatore A. Sacco*
Print Name: Salvatore A. Sacco
Title: CFO
Date: 6-15-2020

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

"CFX"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.06.22 14:36:59 -04'00'
Aneth Williams, Director of Procurement

Date: _____

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

By: Diego "Woody"
Rodriguez Digitally signed by Diego "Woody"
Rodriguez
Date: 2020.06.22 14:31:16 -04'00'
Diego "Woody" Rodriguez
General Counsel

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GROUNDTEK OF CENTRAL FLORIDA, LLC**

**LANDSCAPE MAINTENANCE SERVICES
SR 408, SR 417, AND CFX'S HEADQUARTERS BUILDING**

CONTRACT NO. 001411

**CONTRACT DATE: SEPTEMBER 13, 2018
CONTRACT AMOUNT: \$5,219,612.38**

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

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

**LANDSCAPE MAINTENANCE SERVICES
SR 408, SR 417, AND CFX'S HEADQUARTERS BUILDING**

CONTRACT NO. 001411

SEPTEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

18 SEP 27 AM 9:35

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CONTRACT

This Contract No. 001411 (the "Contract"), made this 13th day of September 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Groundtek of Central Florida LLC., of 858 Maguire Road, Ocoee, Florida 34761, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes landscape maintenance services on SR 408, SR 417 and the CFX's Headquarters Building, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three (3) years from the date of the Notice to Proceed from CFX with two (2) one-year renewals. The Contract Amount is \$5,219,612.38. This Contract was awarded by the Governing Board of CFX at its meeting on September 13, 2018.

In order of Precedence, the Contract Documents consist of:

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

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

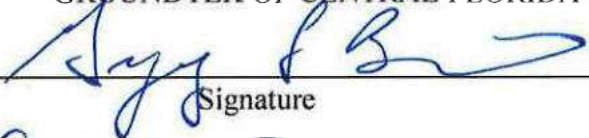
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

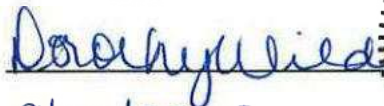
DATE: 10/31/18

GROUNDTEK OF CENTRAL FLORIDA LLC

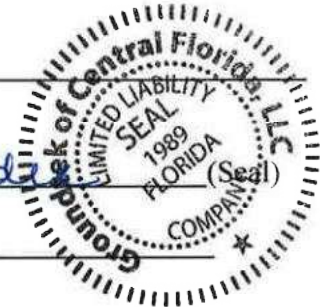
By: 
Signature

Gregory Bori
Print Name

Vice President
Title

ATTEST: 

DATE: 9/20/2018



18 SEP 27 AM 10:01

Approved as to form and execution, only.

General Counsel for CFX



18 OCT 19 PM 1:00

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

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

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1.0 PROJECT SCOPE

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

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

Landscape Construction Project

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

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

Roadway Construction Projects

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

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

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

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

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

2.0 GENERAL CONDITIONS AND REQUIREMENTS

2.1 CFX Landscape Architect

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

2.2 Coordination of Contract Documents

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

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

2.3 Contractor's Personnel, Subcontractors and Sub-consultants

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

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

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

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

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

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

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

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

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

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

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

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Equipment Requirements (minimum)

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

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

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

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

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

2.4 Traffic Control

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

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

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

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

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

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

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

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

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

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

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

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

2.5 Other Work

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

**SCOPE OF SERVICES
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CONTRACT NO. 001411**

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

2.6 Governing Law and Venue

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

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

2.7 Permits, Notifications and Fees

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

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

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

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

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

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2.8 Hazardous or Toxic Waste, Pollutants

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

2.9 Responsibility for Damages

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

2.10 Hold Harmless and Indemnification, Sovereign Immunity

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

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

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

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

2.11 Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.12 Safety

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

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

2.13 Contractor's Responsibility for Work

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

2.15 Audit and Examination of Records

2.15.1 The CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Price Proposal Records (as herein defined) of the Contractor or any subcontractor. The Contractor or any subcontractor submits to and agree to comply with the provisions of this section.

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

2.15.3 All individuals, corporations, companies, partnerships, joint venturers or any other business entities who submit a bid to the CFX shall preserve all Price Proposal Records used in determining and submitting the price for a period of one month after the CFX awards the Contract. The Contractor shall preserve all Price Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the CFX, or (ii) until all claims (if any) regarding the Contract are resolved.

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

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

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

2.16 Escrow of Price Proposal Records

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

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

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

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

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

2.17 Performance and Payment Bond Required

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

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

2.18 Suspension of Work

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

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2.19 Default and Termination

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

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

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

2.20 Prevailing Party Attorney's Fees

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

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

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2.20.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the CFX, and the CFX shall have had sixty (60) days thereafter within which to respond thereto.

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

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

2.21 Binding Arbitration

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

2.21.1 Procedure

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

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

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

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

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

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

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

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

2.22 Certified Payrolls

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

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

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2.23 Documented Aliens

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

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

2.24 E-Verify Clause

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

2.25 Inspector General

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

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

2.26 Companies Pursuant to Florida Statute Section 287.135

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

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

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

2.27 Public Records

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

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

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

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

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

2.28 Convicted Vendor List

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

2.29 Discriminatory Vendor List

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

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2.30 Availability of Funds

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

2.31 Assignment

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

2.32 Severability

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

2.33 Integration

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

3.0 GENERAL MAINTENANCE OVERVIEW

3.1 Overview

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

A. Turf Maintenance

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

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

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

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

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

3.2 Annual Landscape Maintenance Schedule

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

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4.0 MAINTENANCE OPERATIONS AND PROCEDURES

4.1 Operation Procedures

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

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

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

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

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

4.2 Safety Program

4.2.1 Safety Program Plan

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

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

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

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

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

4.2.2 Operational Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 Document Control and Information Maintenance

4.3.1 Information Dispersal

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

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

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

4.3.2 Verification of Information

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

4.3.3 Ownership of Information

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

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

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

5.0 CHEMICAL APPLICATIONS

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

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

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

6.0 TURF CARE

6.1 Description

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

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

6.2 Mowing

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

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

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

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

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

6.3 Edging

6.3.1 Hard surface and soft surface edging shall be performed along all turf area edges within the limits delineated in the Turf Management Area Reference Maps. Hard surface edging is defined as outlining and/or removing turf from along all sidewalks, driveways (asphalt or concrete) curbs, reinforced earth walls and barrier walls. Soft surface edging is defined as outlining and/or removing turf from all trees rings and planting beds, etc., by the use of a mechanical edger. Roadway edging along highway and ramp paving is not required due to safety concerns.

6.3.2 All hard surface edging shall be performed to maintain straight and sharp edges between paving/curbs/sidewalks and turf areas. All hard surface edging shall be completed with each area mowing cycle.

6.3.3 All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas to the curves as originally designed, in a clean manner, free of imperfections. All soft surface edging may be completed with each area mowing cycle or at the same frequency as the detailing of plant beds (once every three-week cycle) if chemical edging is performed.

6.3.4 All edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris away from roadways and sidewalks.

6.3.5 When edging is performed, the proper safety equipment shall be used (i.e., safety glasses, reflective vest, signage, warning light, etc.).

6.3.6 Soft surface chemical edging of turf, using a pre-approved herbicide, will be permitted along ornamental planting beds and around tree rings if care is taken to not damage adjacent plantings. Any plant damaged by the use of herbicides, (as determined by the CFX's Landscape Architect), shall be replaced by the Contractor at no cost to the CFX.

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

6.4 Trimming

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

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

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

6.5 Litter Removal and Clipping Clean-up

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

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

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- 6.5.3 All sidewalks, roadways, parking lots, shoulders, fence lines, concrete swales or other structures located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2) shall be immediately swept, blown, or vacuumed to remove any grass clippings and to maintain a clean, well-groomed appearance.
- 6.5.4 All grass clippings shall be kept out of ornamental beds and aquatic ponds. Mowing patterns should be performed which prevent the distribution of clippings in these areas. Contractor must immediately remove any clippings from adjacent ornamental beds in order for the mowing cycle to be considered complete. If clippings cannot be removed successfully to the satisfaction of the CFX Landscape Architect, the Contractor shall install additional pine bark mulch or pine straw mulch as directed, at no expense to the CFX. Where the distribution of grass clippings into adjacent planting beds with pine straw mulch cannot be avoided due to the close proximity of adjacent roadways, the Contractor shall blow clippings off of plant material during each cycle.
- 6.5.5 If excessive quantities of grass clippings (as determined by the CFX Landscape Architect) remain on turf areas directly adjacent to the CFX Administration and Operations Center or any Mainline Toll Plaza buildings, parking lots islands, or entryways following a mowing cycle, the Contractor shall collect and remove the clippings to keep the turf areas clean.

6.6 Weed Control

- 6.6.1 Contractor shall eliminate/kill/remove undesirable weed and brush growth in all paving joints in asphalt and concrete, sidewalks, parking lots, along all guardrails, around roadside structures, along shoulders, edge of pavement, curb and gutter, signs, culvert ends located within or directly adjacent to Turf Management Areas during each mowing cycle. Also eliminate/kill/remove undesirable weed and brush growth inside walled enclosures at the CFX Administration and Operations Center. Treat weed and brush growth by applying a 2.0% solution of Glyphos Pro – 2.0 gallons of Glyphos Pro in 100 gallons of water, (or approved equal). Dead material is to be removed. It is the intent of this activity to make the areas noted above weed free at all times.
- 6.6.2 Zoysia turf at the CFX Administration and Operations Center – Perform spot applications monthly of the herbicide ‘Celsius’ as necessary to control broadleaf and grassy weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain weed free turf.

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- 6.6.3 Zoysia turf at the CFX Administration and Operations Center – Perform spot applications monthly of the herbicide ‘Certainty’ as necessary to control sedge weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain sedge free turf.
- 6.6.4 Read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein (5.0 - Chemical Applications).

6.7 Fertilization

- 6.7.1 The turf fertilizer 16-0-8 and the turf fertilizer 28-0-10 (manufactured by Harrell’s) shall be applied as described below. All turf fertilizer shall be applied (full coverage) according to manufacturer’s instructions at the rates described herein. Fertilizer shall be applied when the turf is dry and not over an early morning dew. Fertilized areas shall be watered following application on the same day, in irrigated areas only. Apply turf fertilizer with rotary broadcast spreaders (approved by the CFX Landscape Architect) and overlap consistently for uniform coverage. Turf fertilizer shall not be applied by hand broadcasting. Application equipment shall be accurately calibrated to ensure that the specified application rate is followed.
- 6.7.2 The Contractor shall comply with and adhere to all aspects of the Orange County Fertilizer Management Ordinance, Chapter 15, Article XVII of the Orange County Code, Section 15-801 through 15-812 in the performance of the specified turf fertilizer applications. Any perceived conflicts with the specifications of the fertilizer applications and the Ordinance requirements shall be brought to the attention of the CFX Landscape Architect prior to performance of the work.
- 6.7.3 The Contractor shall provide the turf fertilizer, 16-0-8, containing the following:
- 16 % total nitrogen consisting of 0.75% nitrate nitrogen, 11.25% ammonium nitrogen, and 4.00% water soluble nitrogen derived from poly sulfur coated urea, ammonium nitrate, and ammonium sulfate.
 - 0% phosphorus (P₂O₅).
 - 8% soluble potash (K₂O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 1.06 % Water soluble magnesium (Mg)

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

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

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

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

The fertilizer shall include the following minimum percentages of micronutrients:

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

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

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

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

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

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

7.0 SHRUBS/VINES/GROUND COVER CARE

7.1 Description

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

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

7.2 Pruning

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

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

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

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

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

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

7.3 Weed Control

7.3.1 The Contractor shall continuously maintain all mulched areas free of weeds by hand pulling or by chemical means, as environmental, horticultural, and weather conditions permit. Weed control in planting beds and tree rings by mechanical means such as string trimmers / weed eaters is strictly prohibited. Thorough weeding of all planting beds, mulched areas, and tree rings in each designated roadway landscape maintenance area shall be performed during each 3-week detailing cycle. All planting beds, mulched areas, and tree rings, from fence to fence, within each maintenance area shall be free of weeds prior to the maintenance personnel moving on to the next area. The generated debris collected shall be removed from the site before leaving the site for the day.

7.3.2 The Contractor shall also continuously maintain all roadway and sidewalk paving areas directly adjacent to any mulched areas free of weeds by hand pulling or by chemical means. This includes roadside paving areas in front of guardrails that are adjacent to planted and/or mulched areas maintained under this Contract. Weeds shall be controlled to the edge of asphalt paving along roadways. The work shall be performed in conjunction with and as specified above in specification 7.3.1

7.3.3 2.0% solution of Glyphos Pro (2.0 gallons of Glyphos Pro in 100 gallons of water) (or approved equal) may be spot sprayed as a post-emergence herbicide. Exercise caution to prevent over-spray onto desirable plants. The application mixture shall also include 'Brace' anti-drift material, or an approved equal, and an approved indicator dye. Follow label rates for the drift retardant and indicator dye. Use sufficient indicator dye so that the application progress may be monitored. Remaining visible weed growth, killed by herbicide application, shall be removed and disposed of off-site.

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

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7.4 Litter and Debris Removal

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

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

7.5 Mulching

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

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

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

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

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

7.6 Fertilization

- 7.6.1 The ornamental shrub and groundcover fertilizer shall be granular 13-0-13 and shall be applied as described below. The Contractor shall provide the shrub and groundcover fertilizer, 13-0-13, containing the following:
- 13 % total nitrogen (containing 4.98 units of slow release nitrogen) derived from poly sulfur coated urea, ammonium sulfate, activated sewage sludge.
 - 0% phosphorus.
 - 13% potash (K₂O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

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

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- 0.0005 % Molybdenum (Mo)
 - 4.0 % Calcium (Ca)
- 7.6.2 Fertilizer shall be applied to all planting areas and tree rings (including all trees in No-Mow areas - except pines) three (3) times per year (March, June and September) at a rate of 7.5 pounds per 1,000 square feet of ornamental planting bed / tree ring or 327 lbs/acre, unless directed otherwise by the CFX Landscape Architect. Fertilizer may be applied by hand or by a mechanical spreader (approved by the CFX Landscape Architect) insuring uniform coverage. Application by hand shall be accurately performed or equipment shall be accurately calibrated to ensure that the specified application rate is followed. Fertilizer shall be applied to soil surface around each plant and not on plant crown. Fertilizer shall be applied when the shrub and groundcover material is dry and not over an early morning dew. Contractor to ensure that fertilizer is not left on foliage causing leaf burn.
- 7.6.3 Prior to the beginning of each application cycle, the Contractor shall first submit a copy of a state inspection of analysis of a random sample of the delivered fertilizer to be applied along with an actual certified fertilizer label for approval. If the fertilizer analysis does not meet or exceed the guaranteed analysis as stated on the product label (as determined by the CFX Landscape Architect), the entire shipment may be rejected. The Contractor may request that a different random sample of the delivered fertilizer be re-analyzed for approval prior to replacing the entire shipment. The Contractor shall submit an actual certified fertilizer label, legible and otherwise suitable condition to the CFX Landscape Architect for filing.
- 7.6.4 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer shall not be acceptable for application.
- 7.6.5 All fertilizer shall be kept out of water bodies and be removed immediately from all paved surfaces, concrete swales, walks, parking lots, and roadways.
- 7.6.6 If fertilizer is delivered in bulk, submit to the CFX Landscape Architect documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide a sample bag tag and all product purchase and delivery receipts to CFX Landscape Architect to verify weight and content.
- 7.6.7 Daily Pesticide Application Records listing the fertilizer applied, rate of application, amount of fertilizer applied, and location of application shall be submitted to the CFX Landscape Architect on a weekly basis.

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7.7 Insect and Disease Control

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

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7.7.7 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.

7.7.8 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1):

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

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

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

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

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- Oleanders and Fire Bush – Perform two (2) foliar applications with 'Bifen IT' as directed by the CFX Landscape Architect to control caterpillars and aphids. Apply 'Bifen IT' at the mixing rate of 21.7 ounces / 100 gallons of water. Localized applications may be directed based on scouting to control limited pest pressure.
- 7.7.8 All specified applications shall be performed on schedule as listed in the Annual Landscape Maintenance Schedule (Attachment #1). CFX reserves the right to cancel any application that is not performed on schedule and to deduct the cost of the application (based on the submitted Bid Form) from the Contractor's monthly compensation. Prior to the scheduled performance of an application, the Contractor may request a postponement or adjustment of its execution date for consideration by the CFX Landscape Architect. A postponement request does not relieve the Contractor of its obligation to perform the application on schedule as specified.
- 7.7.9 The Contractor shall perform all specified or directed applications at the specified intervals, with the specified mixing and application rates, using the correct application technique, and including all specified additives as listed above or as directed by CFX Landscape Architect.
- 7.7.10 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the CFX Landscape Architect) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Landscape Architect. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.
- 7.8 Hand Watering
- 7.8.1 If determined necessary for the survival of existing plant material during periods of severe drought or to establish replacement plant material, the Contractor shall promptly provide hand watering, as directed by the CFX Landscape Architect, for all plant material not fully covered by irrigation. Hand watering shall be paid for out of the Work Order/New Construction Allowance at an agreed unit price per 2,000 gallons.
- 7.8.2 Water source for all hand watering shall be provided by the Contractor. All watering equipment shall be provided by and be the responsibility of the Contractor.

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

8.0 TREE CARE

8.1 Description

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

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

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

8.2 Pruning

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

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

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

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

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

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

8.3 Weed Control

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

8.4 Litter and Debris Removal

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

8.5 Mulching

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

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8.6 Fertilization

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

8.7 Insect and Disease Control

8.7.1 All landscape areas within the project limits shall be continuously monitored for infestations of insects, (caterpillars, mites, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify CFX Landscape Architect of discovered infestations/diseases and request directions for proper treatment. Once given application directions from the CFX Landscape Architect, the Contractor shall immediately perform the treatment for proper control. Contractor shall submit a daily Pesticide Application Record (provided by the CFX Landscape Architect) reporting the application activities report to the CFX Landscape Architect on a weekly basis.

8.7.2 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.

8.7.3 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1):

- **Crape Myrtles** – Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area.
- **Crape Myrtles** – Perform four (4) foliar applications alternating with 'Heritage' (2x) (May - June at 28 day interval) with a tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x) (August at 14 day interval) or as directed by the CFX Landscape Architect, to control powdery mildew. Apply 'Heritage' at a mixing rate of 2.0 fluid oz / 100 gallons of water. Apply 'Cleary's 3336' at a mixing rate of 12 fl oz and 'Flowable Mancozeb' at a mixing rate of 32 fl oz / 100 gallons of water. Spray mixtures to include A-S Complex spreader sticker.

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

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

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

8.8 Hand Watering

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

8.9 Staking

8.9.1 The Contractor shall ensure all newly installed and existing trees are maintained in a straight and plumb position (including No-Mow area plantings), Tree staking inspection and correction shall occur during each three-week maintenance cycle.

8.9.2 Contractor shall provide, install and maintain staking / guying material as necessary to secure trees in straight and plumb position.

8.9.3 The Contractor shall use only staking and guying material shall be approved by the CFX Landscape Architect prior to use. The Contractor shall install all staking / guying material in a manner that does not damage the tree.

8.9.4 Remove staking / guying material only as directed by the CFX Landscape Architect.

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8.10 Tree Removal

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

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9.0 NO-MOW AREAS

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

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

10.0 IRRIGATION SYSTEMS

10.1 General Requirements

10.1.1 The Contractor shall be responsible for the monitoring, adjustment, maintenance, and repair of the irrigation systems at all Mainline Toll Plazas within the project scope, CFX Administration and Operations Center, and the S.R. 417 / International Drive within the project limits to ensure that all plant material watered by each system receive sufficient moisture to maintain plant health and vigor. Mainline Toll Plazas with irrigation systems to be maintained under this contract include the Hiawassee MTP, Pine Hills MTP, Conway West MTP, Conway East MTP, and Dean MTP on S.R. 408; and the John Young MTP, Boggy Creek MTP, Curry Ford MTP, and the University MTP on S.R. 417.

10.1.2 The Contractor shall assign a specific individual to be the project Irrigation Manager, as stated in section 2.3 - Contractor's Personnel, Subcontractors and Sub-consultants. The Irrigation Manager will be the CFX Landscape Architect's point of contact regarding all CFX irrigation system issues. The Irrigation Manager shall perform / review all inspections and schedule and over-see all necessary repairs, upgrades, adjustments, etc. to all CFX irrigation systems as necessary or as directed by the CFX Landscape Architect.

10.1.3 The Contractor shall promptly perform system repairs as necessary to ensure continual, full operation of all system parts with limited disruption of the irrigation program. The cost of the repair/replacement of pumps, timers, and control valves shall be paid for from the Work Order/New Construction Allowance. The cost of all other system repairs/replacements shall be included as part of this Contract.

10.1.4 Each automatic irrigation system shall be programmed, as necessary, to provide watering frequency sufficient to replace soil moisture at the plant material root zone.

10.1.5 All irrigation systems shall run between 12:00 a.m. and 6:00 a.m. at all Mainline Toll Plazas and S.R. 417 / International Drive and between 7:00 p.m. and 6:00 a.m. at the CFX Administration and Operations Center and in accordance with water usage restrictions in effect through the St. Johns River Water Management District. Any digression from this schedule requires the approval of the CFX Landscape Architect.

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

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

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

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

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

10.3 Valve/Valve Boxes

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

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

11.0 PLANT REPLACEMENT

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

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

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

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

12.0 ADDITIONS TO PROJECT SCOPE

- 12.1 During the five (5) year Contract term and possible (5) one year extensions, it is anticipated that numerous landscape improvement projects on the CFX system will be designed, completed, and added to the Contract scope. The New Construction / Work Order Allowance amount included in the Contract will be utilized to fund the addition of these projects to the Contract Scope. Following completion of installation and establishment of the landscape improvement project, and prior to project turn over, the CFX Landscape Architect shall prepare a price proposal for the addition of the landscape improvements into the current Contract scope, based on the unit costs listed in the initial Contract pricing. The Contractor may submit, for review by the CFX Landscape Architect, any requested changes to the price proposal based on the lowest unit costs from the initial Contract pricing or current pricing in effect based on CPI index changes incorporated for renewal years 6 thru 10.
- 12.2 The Contractor shall inspect the newly installed material under each project and notify the CFX Landscape Architect as to any problems or concerns that should be addressed prior to accepting the improvements for maintenance. Upon acceptance of the project for maintenance, the Contractor assumes full responsibility for the continued health of the plant material. Any material lost or damaged after acceptance due to negligence on the part of the Contractor (as determined by the CFX Landscape Architect) shall be replaced by the Contractor at no cost to the CFX. The Contractor will not be responsible for plant material lost due to uncontrollable circumstances (i.e., traffic accidents, incurable plant diseases - Ganoderma Zonatum, damage by others, etc.).
- 12.3 Upon receipt of written acceptance by the Contractor of the landscape improvements, the Contractor shall begin performance of all maintenance tasks pertaining to the newly added material as per the Contract specifications and the Annual Landscape Maintenance Schedule. The Contractor is responsible for the performance of all scheduled tasks from the start date noted by the CFX Landscape Architect.

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

13.0 ROADWAY CONSTRUCTION PROJECTS

During the Contract term, sections of the CFX system may be removed from the Contract scope due to ongoing roadway improvement construction projects. When landscape improvements currently maintained under the Contract are removed from the project scope, the cost to CFX for the maintenance tasks to be performed in those areas shall be deducted from the monthly invoices submitted by the Contractor. The amount of the construction deduction shall be calculated based on pricing from the Price Proposal, required maintenance tasks listed in the Annual Maintenance Schedule, and plant material and right of way area quantities determined from site maps and field inventories. The CFX Landscape Architect will forward to the Contractor a spread sheet identifying the information used to determine each monthly deduction and a listing of the deduction totals. The information shall be sent via email no later than one week prior to the end of each month.

14.0 EMERGENCY RESPONSE

14.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc., stipulated in this Scope of Services. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by the Contract.

Response time, unless otherwise directed by the CFX Landscape Architect, required by the Contractor for various maintenance activities is as follows (none posing a public safety hazard):

- Irrigation adjustments (controller, valves, spray heads) - 24 hours
- Removal of litter / debris generated by landscape maintenance activities - 24 hours
- Standard repairs - one week
- Plant material replacement – one month

Should the Contractor fail to respond to a request for any services addressed herein within the required allotted time, the CFX will, at the Contractor's sole expense, provide the requested services.

14.2 Emergency Response Plan

The Contractor shall develop, prepare and implement an Emergency Response Plan (ERP) to address emergency situations including, but not necessarily limited to:

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

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

- Irrigation line breaks
- Irrigation equipment failures
- Downed trees

Additionally, the ERP shall address the following:

- Responsible parties to be notified.
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency.
- Procedures for notifying the CFX Landscape Architect, utility companies and others affected by the listed emergency.

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

15.0 WORK ORDER / NEW CONSTRUCTION ALLOWANCE

15.1 The CFX has established a Work Order / New Construction Allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated as new landscape construction projects or repair and renovation areas added to the Contract scope.

15.2 Unless necessitated due to Contractor negligence or failure to perform, payment will be made to the Contractor from the Work Order / New Construction Allowance for the following work activities authorized and accepted by the CFX's Landscape Architect:

1. Tree removal and disposal (solid trunk with 3"+ caliper).
2. CFX Landscape Architect directed cycles/frequencies of mowing, weed/disease/insect control, fertilizer/fungicide applications, plant/tree trimming, pruning and shaping exceeding the cycles/frequencies specified herein.
3. Irrigation system repairs (Repair/replacement of pumps, timers, and control valves only) and modifications / additions to systems as directed by the CFX Landscape Architect.
4. CFX directed plant replacement (repair and renovation projects). (Not due to Contractor negligence)
5. Work performed as directed by CFX Landscape Architect in areas removed from the project scope due to roadway construction.
6. Work performed for the CFX, as directed by CFX Landscape Architect, that is not included in the project scope.

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

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

7. Addition of completed landscape construction project improvements into Contract scope.
8. The performance of supplemental watering as necessary to help maintain the health of existing material during periods of severe drought.

15.3 Any amount remaining in the Work Order / New Construction Allowance upon completion and acceptance of the project remains the property of the CFX.

16.0 CONTRACT TERM AND BEGINNING WORK

16.1 Following execution of the Contract, the CFX will issue to the Contractor a written Notice to Proceed for the project.

16.2 The Contract term will be three (3) years with an option to extend the Contract for 2 one-year renewal periods. Exercise of the options will be made at the sole discretion and election of CFX. CFX will provide written notice of its exercise to the Contractor at least 120 days prior to the expiration of the initial three year Contract Term. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the Contractor receives CFX's notice of intent to exercise the option. The Contractor shall provide to CFX within that same 30 day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the Contractor are agreed to by CFX, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.

17.0 ATTACHMENTS

- 17.1 Attachment #1 – Annual Maintenance Schedule
- 17.2 Attachment #2 – Turf Management Area Reference Maps (Mowing Areas)
- 17.3 Attachment #3 – “No-Mow” Area Reference Maps


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 19, 2022


SUBJECT: Approval of First Contract Renewal with Aero Grountek LLC for
Landscape Maintenance Services – SR 429, SR 528, SR 451 and SR 414
Contract No. 001681

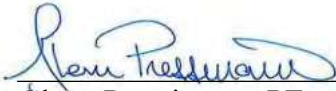
Board approval is requested for the first renewal of the referenced contract with Aero Grountek LLC in the amount of \$1,447,787.34 for a one year period beginning November 4, 2022 and ending November 3, 2023. The original contract was for three years with two one-year renewals.

The work is to be performed includes landscaping services.

Original Contract	\$3,479,639.10
First Renewal	<u>\$1,447,787.34</u>
Total	\$4,927,426.44

This contract is included in the OM&A Budget.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001681**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 13th day of October 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Aero Groundtek LLC. hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on October 10, 2019, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”), whereby CFX retained the Contractor to perform landscape maintenance services on SRs 528, 429, 451 and 414.

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

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Original CFX Contract, which renewal shall begin on November 4, 2022 and end on November 3, 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 as adjusted for a CPI increase of 8.41% (In accordance with Section 3.5 of the Method of Compensation), in accordance with the compensation schedule of the Original Agreement in an amount up to \$1,447,787.34 (“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. The contract renewal no. 1 unit cost schedule applicable to this renewal is attached.
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.

**AERO GROUNDTEK LLC, a Delaware
Limited liability company**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

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

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT ("Assignment") is made and entered into as of the Effective Date (hereinafter defined), by and between **GROUNDTEK OF CENTRAL FLORIDA, LLC**, a Florida limited liability company, whose mailing address is 858 Maguire Road, Ocoee, Florida 34761 ("Consultant"), **AERO GROUNDTEK, LLC**, a Delaware limited liability company registered to do business in the State of Florida, whose mailing address is 165 Cantiague Rock Road, Westbury, New York 11590 ("Assignee"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"). Consultant, Assignee and CFX shall be individually referred to herein as "Party" or collectively referred to herein as the "Parties".

WHEREAS, on October 10, 2019, Consultant and CFX entered into that certain Contract No. 001567 and the Contract Documents as defined therein, as may be amended from time to time (collectively, the "Contract"), whereby Consultant agreed to perform landscape maintenance services on State Road ("SR") 528, SR 429, SR 451 and SR 414 as more particularly delineated in the Contract; and

WHEREAS, on or about April 3, 2020 ("Assignment Date"), Assignee acquired the ownership interest in and to the Consultant; and

WHEREAS, as part of the sale of the ownership interest of the Consultant to the Assignor, the Consultant agreed to transfer and assign, and Assignee agreed to accept and assume, any and all rights, duties, privileges, responsibilities, liabilities, and obligations of Consultant under the Contract; and

WHEREAS, as part of the sale, Assignee entered into employment agreements with Gregory Bori and Geoffrey Bori, the key management personnel of the Consultant (collectively, "Key Personnel"), for a term of no less than three (3) years, to ensure the continuity and consistency in the level of services provided to CFX under the Contract; and

WHEREAS, CFX hereby consents to the assignment and assumption of the Contract, and amendment thereto, in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals: Definitions.** The above recitals are true and correct and are incorporated herein by reference and made a part hereof. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed to those terms in the Contract.
2. **Assignment.** Effective as of the Assignment Date, Consultant does hereby convey, transfer, assign and set over to Assignee all of the rights, duties, privileges, responsibilities, liabilities, and obligations of Consultant under the Contract.
3. **Acceptance and Assumption.** Effective as of the Assignment Date, Assignee does hereby accept this Assignment and agrees to assume any and all of Consultant's duties, responsibilities, liabilities and obligations under the Contract, which arise or accrue on or after the Assignment Date and agrees to perform all obligations of Consultant with respect to the Contract which are to be performed or which become due on or after the Assignment Date.

4. **Consent to Assignment and Assumption.** CFX hereby consents to the assignment of the Contract from Consultant to Assignee based on the representations of Consultant and Assignee that the Key Personnel will remain employees of the Assignee for no less than three (3) years, unless otherwise agreed upon in writing by CFX. In the event CFX determines the representations of Consultant or Assignee are incorrect or untrue with regard to the Key Personnel, CFX reserves the right to immediately terminate the Contract and shall have no further obligations thereunder. Consultant and Assignee agree to indemnify and hold CFX harmless from and against all liability, loss, and costs (including reasonable attorneys' fees) arising, directly or indirectly, out of the failure or refusal by Assignee to perform and discharge the obligations and liabilities assumed by Assignee as specified in this Assignment.

5. **Assignment Date and Effective Date.** The Parties hereby agree and acknowledge that this Assignment is being executed after the Assignment Date and as such, this Assignment shall be effective retroactively as of the Assignment Date. The Parties agree and acknowledge that Assignee shall be responsible for, and assume, any and all duties, responsibilities, liabilities and obligations under the Contract, which arise or accrue between the Assignment Date and Effective Date. Consultant and Assignee agree to indemnify and hold CFX harmless from and against all liability, loss, and costs (including reasonable attorneys' fees) arising, directly or indirectly, out of the failure or refusal by Assignee to perform and discharge the obligations and liabilities assumed by Assignee as specified in this Assignment between the Assignment Date and Effective Date.

6. **Contract Terms.** As of the Assignment Date, any and all references to the Consultant in the Contract shall refer to the Assignee.

7. **Authority.** Consultant hereby covenants that Consultant has good and lawful authority to assign and convey Consultant's rights, duties and obligations in, to and under the Contract. Assignee hereby covenants that Assignee has good and lawful authority to accept the assignment and assume all of Consultant's rights, duties and obligations in, to and under the Contract.

8. **Further Assurances.** Assignor agrees that it will execute and deliver, upon request, any and all such additional documentation as may be required by CFX to effectuate the terms of this Assignment.

9. **Governing Law.** This Assignment shall be interpreted and construed in accordance with the laws of the State of Florida.

10. **Specific Performance.** CFX, the Consultant and Assignee shall all have the right to enforce the terms and conditions of this Assignment by an action for specific performance.

11. **Modification, Amendment or Termination.** This Assignment may be not changed, modified, amended or terminated except as expressly set forth in a separate writing signed by the Parties.

12. **Severability.** If any of the terms, provisions, covenants or conditions set forth in this Assignment or the application thereof to any particular circumstance shall be held by any court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this Assignment shall not be affected thereby and each provision of this Assignment shall be valid and enforceable to the fullest extent otherwise permitted by law.

13. **Counterparts.** This Assignment may be executed in any number of counterparts, including by electronic, digital or facsimile signature in accordance with Chapter 668, Florida Statutes, all of which taken together shall constitute one and the same agreement.

14. **Effective Date.** The effective date of this Assignment shall be the date the last of the Parties hereto signs this Assignment ("Effective Date").

IN WITNESS WHEREEOF, the Parties caused these presents to be executed by their duly authorized officer as of the dates set forth below.

CONSULTANT:

(Seal)

GROUNDTEK OF CENTRAL FLORIDA, LLC, a Florida limited liability company

ATTEST:

By: George L. Bori
Print Name: George L. Bori
Title: President
Date: 6/10/2020

ASSIGNEE:

(Seal)

AERO GROUNDTEK LLC, a Delaware limited liability company

ATTEST:

By: Salvatore A. Sacco
Print Name: Salvatore A. Sacco
Title: CFO
Date: 6-15-2020

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

"CFX"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: **Aneth Williams** Digitally signed by Aneth Williams
Date: 2020.06.22 14:20:04 -04'00'
Aneth Williams, Director of Procurement

Date: _____

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

By: **Diego "Woody"
Rodriguez** Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.06.22 13:57:55 -04'00'
Diego "Woody" Rodriguez
General Counsel

(Contract is now 001681)

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GROUNDTEK OF CENTRAL FLORIDA, LLC**

**SR 528, SR 429, SR 451, AND SR 414
LANDSCAPE MAINTENANCE**

CONTRACT NO. 001567

**CONTRACT DATE: OCTOBER 10, 2019
CONTRACT AMOUNT: \$3,999,822.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, 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**

**SR 528, SR 429, SR 451, AND SR 414
LANDSCAPE MAINTENANCE**

CONTRACT NO. 001567

OCTOBER 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT

This Contract No. 001567 (the "Contract"), made this 10th day of October 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Groundtek of Central Florida, LLC, of 858 Maguire Road, Ocoee, FL. 34761, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes landscape maintenance services on SR 528, SR 429, SR 451, AND SR 414, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three (3) years from the date of the Notice to Proceed from CFX with two (2) one-year renewals. The Contract Amount is \$3,999,822.00. This Contract was awarded by the Governing Board of CFX at its meeting on October 10, 2019.

In order of Precedence, the Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

DATE: 11/6/19

GROUNDTEK OF CENTRAL FLORIDA, LLC

By: [Signature]
Signature

GREGORY L. BOZZ
Print Name

VICE PRESIDENT
Title

ATTEST: [Signature]

DATE: 10/22/19



Approved as to form and execution, only.

General Counsel for CFX

[Signature]

19 OCT 25 4:10 PM '19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO: All Planholders of Record
FROM: Aneth Williams, Director of Procurement
DATE: July 25, 2019
SUBJECT: SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance;
RFP No. 001567 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original proposal documents dated June 2018, as noted below. Acknowledge receipt of this Addendum in the space provided on page PSR-14 of the Proposal Submittal Requirements. Failure to do so may subject the bidder to disqualification. This Addendum consists of 2 pages and the following attachments: Revised pages PSR-9, PSR-10, SS-5, AND SS-25.

CHANGES TO THE PROPOSAL SUBMITTAL REQUIREMENTS

1. **Delete** page PSR-9 in its entirety and **replace** with the revised PSR-9 page attached hereto. Page PSR-9 has been revised by adding the text that is underlined and deleting the text that has been stricken out.
2. **Delete** page PSR-10 in its entirety and **replace** with the revised PSR-10 page attached hereto. Page PSR-10 has been revised by adding the text that is underlined and deleting the text that has been stricken out.

CHANGES TO THE SCOPE OF SERVICES

3. **Delete** page SS-5 in its entirety and **replace** with the revised SS-5 page attached hereto. Page SS-5 has been revised by adding the text that is underlined and deleting the text that has been stricken out.
4. **Delete** page SS-25 in its entirety and **replace** with the revised SS-25 page attached hereto. Page SS-25 has been revised by adding the text that is underlined and deleting the text that has been stricken out.

RESPONSES TO QUESTIONS RECEIVED

4. The following questions was received from a potential bidder of record. CFX's response follows the questions.

Q001: For the "3-week detailing cycles", when the calendar in the appendix has an "X" in a given week, do all of the activities need to be completed within that week, or is that just the start of the activities?

For example, in table on Attachment 1 Page 2, there is an "X" in December Week 1. Does that mean all work needs to be complete in December Week 1, or can the work be done over the first 3 weeks in December and then repeated the following 3 weeks and so on throughout the year.

**Example Schedule:
Week 1 – Roadway A**

Week 2 – Roadway B

Week 3 – Roadways C & D

Would that be acceptable?

I know that the median mowing contractors perform their activities over the course of multiple weeks just trying to understand if that is the case with this contract.

R: An “X” in the individual boxes of the “3-Week Detailing Cycle” of the “CFX Annual Landscape Maintenance Schedule” indicate when each detailing cycle is to begin (the first workday of the week identified). All Contract specified work for each detailing cycle is required to be completed during the 3-week period prior to the start of the next detailing cycle.

Q002: For the minimum manpower requirements of 24 employees, that just means we have to have those employees on staff to be deployed, they all don't have to be 100% dedicated to the project every workday correct?

For example, hot spot crews, mow crews, irrigation manager, spray manager, etc. would not be needed every day

R: All work required as per the Contract shall be performed on schedule as specified with sufficient manpower. The minimum manpower stated in the Scope of Services shall be provided.

Q003: What is the budget- either per year or in total?

R: The estimated contract value range for the 3-year term inclusive of the work order allowance is \$4 million to \$5 million.

Q004: Are there liquidated damages for this project?

R: Refer to the last paragraph of the Price Proposal Bond, page D-7 for liquidated damages.

END OF ADDENDUM NO. 1

3.0 PROPOSAL FORMAT

3.1 TECHNICAL PROPOSALS

Proposals shall address each of the sections described below and how the Proposer intends to achieve the desired performance levels. The required information shall be clear, concise and understandable. If examples of reports are submitted, the Proposer shall explain the area being reported on and how the report addresses those issues.

No cost information or prices shall be included in the Technical Proposal. Inclusion of cost information or prices in the Technical Proposal may be sufficient cause for rejection of the submittal. The Technical Proposal shall include the following sections:

A. Transmittal Letter

The transmittal letter shall not exceed three (3) pages and shall summarize key points of the response to the Request to Proposals. The transmittal shall be signed by an officer of the firm who is responsible for committing the firm's resources. The transmittal letter shall include the following:

1. Name of the firm.
2. Name and title of the individual with responsibility for this response to whom matters regarding the response should be directed.
3. Mailing address.
4. Telephone and e-mail address of firm's primary contact
5. Brief narrative of the firm's qualifications to provide ~~Insurance Brokering~~ Landscaping services to CFX.
6. If proposing with a qualified D/M/WBE firm, provide the name and address of the D/M/WBE firm together with the name and telephone number of the contact person. If the proposing firm is a qualified D/M/WBE, that should be indicated.

~~A copy of the Proposer's current license as insurance broker shall be included under the transmittal letter tab but will not be counted against the three (3) page limit.~~

B. Understanding and Approach

The Proposer shall demonstrate its understanding of the project objectives and shall discuss the means by which these objectives will be attained.

Based on historical data and its experience with previous landscape maintenance contracts, the Authority has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the

specifications, the following minimum manpower and support equipment/vehicles must be involved in various maintenance activities on the system on any given day. The Proposer shall submit a list of its current manpower and equipment that will be committed to the project. If less than the minimum requirements, the Proposer shall identify how the minimums will be achieved.

<u>Minimum Manpower Requirements</u>	
<u>Crew Designation</u>	<u>Min.#of Personnel</u>
(2) 3-week Maintenance Crews - 5 person crew/roadway	10
(1) Hot Spot Crews - 5 person crew	5
(1) Mow Crew - 4 person crew	4
(1) Spray Crew - 2 person crew	2
(1) Project Manager	1
(1) Spray Manager	1
(1) Irrigation Manager	1
Total (minimum)	25 <u>24</u>

Equipment Requirements (minimum)

- 1- Spray Trucks with sufficient capacity
- 2- Spray Gators
- 2 – Small Production Mowers
- 1 - Irrigation Equipment Truck
- 1 – 2,000 Gallon / Tank Water Truck
- 2- Maintenance/Mow Crew Trucks and Trailers
- 1 – Truck for Project Manager

If the Proposer intends to use subcontractors to meet any portion of the minimum requirements, the names, addresses and contact phone numbers of each subcontractor, and the services each will provide, shall be submitted under this Section.

C. Firm Experience and Ability of Staff

The Proposer shall have a minimum of five (5) years of continuous experience in roadway landscape maintenance in a size comparable to this project including all activities as described in the Scope of Services. To confirm this experience, the Proposer shall provide at least three references including the names of the client's contact person, telephone number, and physical address.

The Proposer shall be certified by the Florida Nursery, Growers and Landscape Association (FNGLA) as a Landscape Contractor. The certified individual shall be a fulltime employee on the Proposer's payroll at the time of proposal submittal. A copy of the current certification shall be submitted as part of this Section.

**SCOPE OF SERVICES
 LANDSCAPE MAINTENANCE SERVICES
 CONTRACT NO. 001567
 S.R. 528, S.R. 429, S.R. 451, and S.R. 414**

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

<u>Crew Designation</u>	<u>Min.#of Personnel</u>
(2) 3-week Maintenance Crews - 5 person crew/roadway	10
(1) Hot Spot Crews - 5 person crew	5
(1) Mow Crew - 4 person crew	4
(1) Spray Crew - 2 person crew	2
(1) Project Manager	1
(1) Spray Manager	1
(1) Irrigation Manager	1
Total (minimum)	<u>25</u>
	<u>24</u>

Equipment Requirements (minimum)

- 1- Spray Trucks with sufficient capacity
- 2- Spray Gators
- 2 – Small Production Mowers
- 1 - Irrigation Equipment Truck
- 1 – 2,000 Gallon / Tank Water Truck
- 2- Maintenance/Mow Crew Trucks and Trailers
- 1 – Truck for Project Manager

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

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

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

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Contract and with the American Arbitration Association.

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

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

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

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

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

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

2.23 Certified Payrolls

Based on historical data and its experience with previous landscape maintenance contracts, the CFX has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the specifications, a minimum workforce of ~~twenty seven (27)~~ **twenty four (24)** individuals (with appropriate support equipment/vehicles) must be involved in various maintenance activities on the system on any given day. To assist CFX in verifying the Contractor's compliance with this commitment, the Contractor shall submit certified

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Attachment #2 – Turf Management Area Reference Maps

Attachment #3 – “No-Mow” Area Reference Maps

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1.0 PROJECT SCOPE

The work consists of providing all labor, materials, equipment and incidentals necessary to perform landscape maintenance (ornamental trees, shrubs, vines, groundcovers, and mulched areas) including but not limited to: groundcover, shrub, and tree pruning, fertilizer application, insect/disease control, grassy and broadleaf weed control, tree staking, watering, mulching, shrub and tree removal, and site clean-up including litter and debris removal at all CFX toll facilities and right of way locations along) S.R. 528 (Beach Line Expressway) including the S.R. 436 / S.R. 528 interchange (2,700 lf north and 3,000 lf south of S.R. 528 center line), the Goldenrod Road toll ramp, and the S.R. 417 / S.R. 528 interchange (3,000 lf north and 2,700 lf south S.R. 528 center line), S.R. 429 (Daniel Webster Western Beltway), S.R. 451, and S.R. 414 (Apopka and turf maintenance including but not limited to: mowing, edging, and trimming, fertilizer application, insect/disease control, grassy and broadleaf weed control, irrigation system maintenance and site clean-up including litter and debris removal and turf clippings removal from turf areas and adjacent paving areas, at all CFX main toll plazas located within the Contract scope and right of way locations identified in Attachment #2 – Turf Management Area Reference Maps.

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

Landscape Construction Projects

Project No. 429-824 SR429 Wekiva Parkway SR441 – W. Kelly Park Rd
To be added to Contract scope 9/9/2020

Project No. 429-825 SR429 Wekiva Parkway Oak Lane – SR 46
To be added to Contract scope: 12/3/2020

Project No. 429-826 SR429 Wekiva Parkway Ondich Rd – Mount Plymouth Rd
To be added to Contract scope: 5/12/2021

Existing landscape improvements located within the limits of future roadway construction project listed below will be maintained at Contract start up and are included in the Contract bid totals. This area will be deducted from the Contract scope upon the start of the roadway construction project. (Anticipated Notice to Proceed, NTP shown below) Pricing for scope shall be based on Contract bid unit costs and shall be deducted from the monthly invoice as appropriate.

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Roadway Construction Projects

SR 528 / SR436 Interchange and Widening - Tradeport Dr. to S. Goldenrod Rd.
Anticipated NTP date: January 2020

S.R. 429 Widening - Turnpike to West Rd.
Anticipated NTP date: September 2020

S.R.429 Widening - West Rd to SR 414
Anticipated NTP date: September 2020

S.R. 429 Widening - CR 535 to Turnpike
Anticipated NTP date: December 2020

S.R. 528 Widening - SR15 to SR417
Anticipated NTP date: December 2020

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

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

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

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

2.0 GENERAL CONDITIONS AND REQUIREMENTS

2.1 CFX Director of Maintenance

References to the CFX Director of Maintenance shall be taken to mean his designated representative(s) as well. All work shall be subject to review and acceptance by the CFX Director of Maintenance who will evaluate the Contractor's work for compliance with the Contract Documents. The CFX 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

2.2 Coordination of Contract Documents

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

1. Contract
2. Addenda (if any)
3. Scope of Services with attachments
4. Method of Compensation
5. Price Proposal

2.3 Contractor's Personnel, Subcontractors and Sub-consultants

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

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

The CFX considers the Contractor's Project Manager to be a key person with respect to the performance of the maintenance services. The identity of the individual initially assigned as the Project Manager by the Contractor shall be submitted to CFX in advance for approval or disapproval by CFX, and any changes in the individual shall also be subject to written approval by CFX. Similarly, the Contractor shall submit the names and qualifications of the Contractor's Project Spray Manager, the names and qualifications of

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the Contractor's Irrigation Manager and all first and second tier subcontractors/sub-consultants to CFX for approval prior to their beginning work on the project. The Project Spray Manager, Irrigation Manager, and all first and second tier subcontractors/sub-consultants shall have the skills and experience necessary to properly perform the work assigned and as required by this scope. CFX's approval with respect to the Project Manager, Spray Manager, Irrigation Manager, and subcontractors/sub-consultants may be granted or denied in CFX's sole and absolute discretion.

Promptly upon request of the CFX, the Contractor shall remove from activities associated with or related to the performance of the Contract any employee, subcontractor or sub-consultant whom the CFX considers (for any reason whatsoever, in CFX's sole discretion) unsuitable for such work. Such employee, subcontractor or sub-consultant shall not be reassigned to perform any work relating to the Contract except with the express written consent of the CFX. If the Contractor fails to immediately remove such employee, subcontractor or sub-consultant, the CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the work until the employee, subcontractor or sub-consultant is removed. The Contractor shall protect, defend, indemnify, and hold harmless the CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of an employee, subcontractor or sub-consultant based on the direction of the CFX. All subcontracts shall expressly include an acknowledgment of the CFX's right to remove any subcontractor or sub-consultant in accordance with this paragraph. No compensation in any form shall be paid to the Contractor by the CFX in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

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

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

<u>Crew Designation</u>	<u>Min.#of Personnel</u>
(2) 3-week Maintenance Crews - 5 person crew/roadway	10
(1) Hot Spot Crews - 5 person crew	5
(1) Mow Crew - 4 person crew	4
(1) Spray Crew - 2 person crew	2
(1) Project Manager	1
(1) Spray Manager	1
(1) Irrigation Manager	1
Total (minimum)	25

Equipment Requirements (minimum)

- 1- Spray Trucks with sufficient capacity
- 2- Spray Gators
- 2 – Small Production Mowers
- 1 - Irrigation Equipment Truck
- 1 – 2,000 Gallon / Tank Water Truck
- 2- Maintenance/Mow Crew Trucks and Trailers
- 1 – Truck for Project Manager

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

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

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

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

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2.4 Traffic Control

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

For operations requiring closure of travel lane(s), the Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an equal approved by CFX. Approved alternate Worksite Traffic Supervisors may be used when necessary.

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

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

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

The Contractor shall comply with the FDOT Standard Plans 102 Series, which is hereby incorporated by reference as if fully set forth herein.

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

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

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

2.5 Other Work

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

2.6 Governing Law and Venue

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

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

2.7 Permits, Notifications and Fees

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

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

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

2.7.4 The Contractor shall provide a notarized affidavit to CFX that all motor vehicles

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operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. The affidavit shall be filed with CFX at the time of Contract execution.

- 2.7.5 The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.
- 2.8 Hazardous or Toxic Waste, Pollutants
- 2.8.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CFX 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.
- 2.8.2 Contractor shall minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the CFX Director of Maintenance.
- 2.8.3 Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the work being performed.
- 2.9 Responsibility for Damages

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

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2.10 Hold Harmless and Indemnification, Sovereign Immunity

The Contractor shall indemnify, defend and hold harmless CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, agents or employees). Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from CFX to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

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

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

2.11 Insurance

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

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of

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

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

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

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

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

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that

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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.

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

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

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

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

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

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

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

If watercrafts are to be used in the performance of any Work under the Contract,

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

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

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

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

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

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

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying

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limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

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

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

2.12 Worker's Compensation Insurance

The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor employees. The Contractor shall ensure that the employees of a subcontractor (if any) are covered by Worker's Compensation Insurance which is in accordance with the Laws of the State of Florida. Certificates of such insurance shall be filed with the CFX at the time of Contract execution and annually thereafter for the duration of the Contract.

2.13 Safety

- 2.13.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of Proposal submittal) is incorporated by reference and made a part of the Contract and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

- 2.13.2 The Contractor (and any subcontractor) shall not require any person employed in

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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).

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

2.14 Contractor's Responsibility for Work

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

2.15 Audit and Examination of Records

2.15.1 The CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Price Proposal Records (as herein defined) of the Contractor or any subcontractor. The Contractor or any subcontractor submits to and agree to comply with the provisions of this section.

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

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2.15.3 All individuals, corporations, companies, partnerships, joint venture's or any other business entities who submit a bid to the CFX shall preserve all Price Proposal Records used in determining and submitting the price for a period of one month after the CFX awards the Contract. The Contractor shall preserve all Price Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the CFX, or (ii) until all claims (if any) regarding the Contract are resolved.

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

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

2.16 Escrow of Price Proposal Records

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

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

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the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for the CFX to nullify the award of the Contract to the Contractor.

Following execution of the Contract, the CFX will hold the sealed container(s) and the original affidavit until the Contractor seeks an adjustment in time or money and files a claim or initiates arbitration against the CFX. Such acts by the Contractor shall be sufficient grounds for the CFX to open the sealed container(s). The CFX reserves the right to reveal the contents of the sealed container(s) to consultants, experts and legal counsel retained by the CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the bid documents included in the sealed container(s) will be protected by the CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

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

2.17 Minority and Women Owned Businesses (M/WBE)

The CFX encourages participation of local minority and women business enterprises on contracts considered for an award. The CFX has established a twenty percent (20%) M/WBE participation objective for this project.

The Contractor shall ensure that 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.

The Contractor shall submit a draft M/WBE Participation Plan to the CFX for review within 15 days after the Notice to Proceed for the project. The Contractor's M/WBE plan shall meet the CFX's objectives.

At any time, the CFX's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the CFX.

2.17.1 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

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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, or the City of Orlando, Florida that the business is a bona fide Minority or Women owned and operated business.

(4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

2.17.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate continuing 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;

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- (2) Providing assistance to 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 and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.
- (5) Meeting with appropriate officials of the CFX, including its Business Development Program Office, to assist with the Contractor's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

2.17.3 The CFX will count M/WBE participation toward meeting M/WBE objectives as follows:

- (1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.
- (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 M/WBE partner in the joint venture may be counted toward the M/WBE objective.
- (3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. A 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 an M/WBE is performing a commercially useful function, the CFX will evaluate all relevant factors such as the amount of work subcontracted and industry practices.
- (4) Consistent with normal industry practices, a M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.
- (5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the

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provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:

(a) All expenditures to an M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.

(b) Contractor may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to an M/WBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

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 packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

(c) Contractor may count toward M/WBE objectives the following expenditures to M/WBE firms 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 or 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

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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.

2.17.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its 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 M/WBEs;
- (3) the dollar value of the contracts awarded to M/WBEs;
- (4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;
- (5) a description of the general categories of contracts awarded to M/WBEs;
- (6) the specific efforts employed to identify and award contracts to M/WBEs;
- (7) maintenance of records of payments and monthly reports to the CFX;
- (8) Subcontract Agreement between Contractor and M/WBE subcontractors; and
- (9) any other records required by the CFX's Director of Maintenance or Executive Director.

The records maintained by the Contractor in accordance with this article shall be provided to the CFX for review within 48 hours of the CFX's request. The Contractor shall submit a properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

2.18 Performance and Payment Bond Required

2.18.1 General Requirements of the Bond: The Contractor shall furnish to the CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to 20% of the amount of the Contract amount to be renewed

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annually. Such bond shall be executed on the form furnished by the CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the CFX. The surety agent's name, address, and telephone number shall be clearly stated on the face of the bond.

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

2.19 Suspension of Work

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

2.20 Default and Termination

2.20.1 The CFX reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of the CFX requires such termination or suspension. In such circumstances, the CFX shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension.

2.20.2 If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient workmen and equipment, including, but not limited to the minimum required manpower and equipment quantities listed in Section 2.3, or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of the CFX reasonably exercised, the CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default

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or the CFX may penalize the Contractor by withholding payment.

- 2.20.3 If the Contractor (within the curative period described in the notice of default) does not correct the default, the CFX will have full power and authority to remove the work from the Contractor and to declare the Contract in default and terminated.
- 2.20.4 If the Contract is declared in default, the CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the CFX may take over the work covered by the Contract.
- 2.20.5 Upon declaration of default and termination of the Contract, the CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the CFX Landscape Architect are required for Contract completion. All costs and charges incurred by the CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay the CFX the amount of the excess.
- 2.20.6 If, after the default notice curative period has expired, but prior to any action by the CFX to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with the CFX's requirements, the CFX may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of the CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due Contractor under the Contract.
- 2.20.7 If, after notice of default to the Contractor under the provisions of this sub-article, it is determined for any reason the Contractor was not in default under the provisions of this sub-article, or that the default was excusable under the provisions of this sub-article, the rights and obligations of the parties shall be the same as if the notice of default had been issued as a notice of termination pursuant to the following paragraphs below which allow the CFX to terminate the Contractor for convenience.
- 2.20.8 Termination for Convenience: The CFX may, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of the CFX, elect to terminate the Contract. In such case, the Contractor shall be paid (without duplication of any items):

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1. for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses.

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

2.21 Prevailing Party Attorney's Fees

- 2.21.1 If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's work hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.
- 2.21.2 In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with the CFX, failing which the CFX will be deemed the prevailing party in such litigation.
- 2.21.3 For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the CFX (exclusive of interest, costs or expenses) on claims asserted by the CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor litigation (exclusive of interest, cost or expense).
- 2.21.4 The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the CFX by the Contractor (disputed by the CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which the CFX agreed to pay or offered to pay prior to initiation of litigation shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at

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least eighty percent (80%) of the Contractor's claim(s).

- 2.21.5 Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to the CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.
- 2.21.6 The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines. The term "litigation" shall include arbitration or mediation proceedings.
- 2.21.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the CFX, and the CFX shall have had sixty (60) days thereafter within which to respond thereto.
- 2.21.8 The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, the CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.
- 2.21.9 Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

2.22 Binding Arbitration

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

2.22.1 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.

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

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

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

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

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

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

2.23 Certified Payrolls

Based on historical data and its experience with previous landscape maintenance contracts, the CFX has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the specifications, a minimum workforce of twenty seven (27) individuals (with appropriate support equipment/vehicles) must be involved in various maintenance activities on the system on any given day. To assist CFX in verifying the Contractor's compliance with this commitment, the Contractor shall submit certified payroll records for all employees working on the project (up to and including the

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Project Manager and the Spray Manager) to CFX Director of Maintenance at the end of each month along with the monthly invoice. Records shall be submitted for work performed from the date of the Notice to Proceed until the end of the Contract term. The payroll records shall include each worker's name, address, telephone number, classification, number of hours worked each day, starting and ending times of work each day and total hours worked each week.

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

2.24 Documented Aliens

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

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

2.24.1 E-Verify Clause

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

2.24.2 Inspector General

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

The obligations in Section 2.25, Inspector General, shall survive the expiration or

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termination of this Contract and continue in full force and effect.

2.24.3 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.

2.27 Public Records

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

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

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

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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.

2.28 Convicted Vendor List

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

2.29 Discriminatory Vendor List

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

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contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

2.30 Availability of Funds

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

2.31 Assignment

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

2.32 Severability

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

2.33 Integration

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

2.34 Pre-Award Meeting

The Contract requirements will be reviewed in a mandatory joint pre-award meeting between the Apparent Successful Proposer'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 Apparent Successful Proposer will be notified by CFX of the exact date and time of the meeting to be held at the CFX Headquarters.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Apparent Successful Proposer shall certify there are no known errors or omissions in the Contract Documents

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before the Contract is executed. The memorandum will be signed by CFX and a representative of the Apparent Successful Proposer (authorized to act on behalf of the Proposer) and will be made a part of the Contract Documents.

If, after the meeting, there remains any issue that the parties have failed to resolve, CFX may elect to give the Apparent Successful Proposer 48 hours' notice of termination of the discussions and enter into discussions with the firm with the second highest point total. If CFX gives 48 hours' notice of the intent to terminate the discussions, CFX will remain bound to the agreement if the parties can resolve the remaining issues during the 48-hour notice period. Failure to reach agreement on the unresolved issues shall not be a valid reason for the Apparent Successful Proposer to refuse to execute the Contract. The Apparent Successful Proposer's sole remedy for unresolved issues that arise during the pre- award meeting shall be to file a protest in accordance with the proper procedures in the Central Florida Expressway Authority's Procedure for Resolution of Protests, Rule Chapter 3-1.

Notwithstanding that the pre-award meeting is mandatory as to the Apparent Successful Proposer, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Apparent Successful Proposer expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Contract 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 Apparent Successful Proposer misrepresented any item of its proposal, or (ii) CFX determines that the proposal does not conform to the requirements of the Proposal Submittal Documents."

3.0 GENERAL MAINTENANCE OVERVIEW

3.1 Overview

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

- A. Turf Maintenance
 - 1. Main Toll Plazas, Limited ROW Mowing
 - 2. Mechanical or Chemical Edging and Trimming
 - 3. Litter / Debris Removal and Clipping Clean-up
 - 4. Weed Control
 - 5. Insect and Disease Control
 - 6. Fertilization
 - 7. "No-Mow" Buffer Weed Removal

- B. Shrub, Vine, Groundcover, Tree and Palm Maintenance
 - 1. Pruning
 - 2. Mechanical or Chemical Weed Control

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3. Litter and Debris Clean-up and Removal
4. Mulching
5. Fertilization
6. Insect and Disease Control
7. Hand Watering
8. Tree Staking
9. Tree Removal

C. Automatic Irrigation System Maintenance and Manual Irrigation

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

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

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

3.2 Annual Landscape Maintenance Schedule

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

4.0 MAINTENANCE OPERATIONS AND PROCEDURES

4.1 Operation Procedures

4.1.1 Hours of Operation - The Contractor shall perform the maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday excluding CFX holidays (Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive) and unless specified otherwise or directed by the CFX Director of Maintenance.

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- 4.1.2 Additional Operation Time - Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall first notify the CFX Director of Maintenance of its intentions prior to the date of the intended work. The Contractor shall also provide the CFX Director of Maintenance with a description of the location and nature of the work, and the estimated duration that the personnel will be on the system. The Contractor shall also provide the CFX Landscape Architect with the name(s) and contact cell phone number(s) of the individual(s) who will be supervising the work if the Contractor's Project Manager does not intend to be on-site. Maintenance personnel found working on CFX property without supervision or without prior notification given to the CFX Director of Maintenance shall be directed to leave the CFX property.
- 4.1.3 Proposed Monthly Maintenance Activities Schedule - Prior to the first day of each month, the Contractor shall submit to the CFX Director of Maintenance, via email, a Proposed Maintenance Activities Schedule, for the upcoming month. The schedule shall list all chemical applications (fertilizer and pesticide), mowing activities, three-week maintenance cycle locations, periodic maintenance tasks, and any other additional maintenance activities proposed to be performed during the month. All proposed task and applications and their performance locations are to be listed in a calendar format. The schedule is understood to be tentative, with modifications due to adverse weather conditions, task performance, etc., during the month to be expected.
- 4.1.4 Two Week Maintenance Activities Schedule – The Contractor shall submit to the CFX Director of Maintenance, via email, a detailed Two-Week Maintenance Activities Schedule, based on the monthly schedule, outlining the maintenance tasks and applications to be performed in the upcoming two-week period. These schedules shall be updated and forwarded each week. The schedule shall include 3-week cycle crew locations on each roadway, mowing operations locations, chemical applications with anticipated daily application locations, periodic contract specified tasks and locations, and any additional maintenance tasks and applications with locations as required by the Contract or requested by the to the CFX Director of Maintenance. The proposed sequence of work locations shall be listed for chemical applications to be performed in 1-2 days. The schedule shall be forwarded to CFX Director of Maintenance no later than the Friday afternoon prior to the week scheduled. The Contractor shall contact the CFX Director of Maintenance via email or by cell phone, no later than 8:30a.m., to notify him of any changes to the schedule for the upcoming day. No chemical applications shall be performed without prior notification given to the CFX Director of Maintenance.
- 4.1.5 Maintenance Activity Documentation - All landscape maintenance activities

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performed on the CFX system by the Contractor shall be documented daily via an emailed outline of daily work completed. The email shall be forwarded to the CFX Director of Maintenance on the next work day following the date of work completion. Required email report format will be forwarded to the Contractor at project start. Pesticide Application Records and Daily Application Inspection Reports documenting all chemical applications performed under this Contract during the previous week shall be submitted to the CFX Director of Maintenance on a weekly basis.

- 4.1.6 Action Item Lists - The CFX Director of Maintenance will perform periodic inspections of the Contractor's work and of the condition of plant material on the Expressway system. Required maintenance activities, as determined by the CFX Director of Maintenance, will be forwarded to the Contractor as an Action Item List. The list may include incomplete or unperformed specified maintenance tasks or applications, treatments for identified plant problems, requested Work Order/New Construction Allowance projects, or general procedural requirements. The Contractor shall schedule and perform all of the items listed in a timely manner. Activities identified as required to be performed within a specified time frame (i.e., incomplete 3-week maintenance task to be complete by the end of the month) must be completed as noted in order for the Contractor to receive full compensation for the work. Any questions, clarifications, requested price proposals, or scheduling conflicts shall be identified by the Contractor and immediately brought to the attention of the CFX Director of Maintenance so as not to delay the performance of the listed activities. The CFX Landscape Architect will forward a list identifying any activities required to be performed by the end of the month at least one week prior.
- 4.1.7 The Contractor shall meet with the CFX Director of Maintenance every two (2) weeks (at minimum) to review the completion of previous work and the proposed schedule of the upcoming maintenance activities. Additional meetings may be scheduled by the CFX Director of Maintenance that the Contractor shall attend. The meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CFX Director of Maintenance or the Contractor. Additional on-site meetings may also be scheduled. The CFX Director of Maintenance will prepare and distribute agendas for the meetings as well as minutes of the meetings.
- 4.1.8 The personnel performing the maintenance services outlined within this Scope of Services shall be under the sole responsibility of the Contractor and shall be competent, experienced and skilled in all aspects of required maintenance. Personnel

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shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms (pants and shirts).

4.1.9 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. A list of all contractor and subcontractor employees shall be provided to the CFX prior to beginning work under the Contract. An updated list shall be forwarded to the CFX whenever there is a change in the Contractor's personnel working on the CFX system.

4.1.10 The Contractor shall designate a Project Manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact, on a daily basis, between the CFX Landscape Architect and the contractor. This individual shall maintain at all times a means of being contacted by the CFX Director of Maintenance (cell phone) and shall respond to such calls within 2 hours of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the CFX Director of Maintenance of the daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by the CFX Director of Maintenance.

4.2 Safety Program

4.2.1 Safety Program Plan

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

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

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

Four (4) copies of a draft of the plan shall be submitted to the CFX Director of Maintenance within 30 days after the date of the Notice to Proceed. The CFX Director of Maintenance will review the plan and meet with the Contractor to resolve

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any concerns and to finalize the plan. A final plan, including all corrections/changes required by the CFX Director of Maintenance shall be submitted by the Contractor within 60 days after the Notice to Proceed.

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

4.2.2 Operational Requirements

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

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

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

Signage for vehicles operating on roadside shoulder - placement of temporary Maintenance of Traffic (M.O.T.) devices (warning signage and safety cones) shall comply with the FDOT Standard Plans 102 series as a minimum requirement where any vehicle, equipment, workers or their activities encroach the area closer than 15' but not closer than 2' to the edge of pavement on any CFX road shoulders and medians. Any stationary work activity occurring on the expressway highways or ramps shall require the placement of a temporary M.O.T. sign at a minimum of 500' behind the vehicle and a maximum of 1,500' behind the vehicle. Signs must be moved forward as vehicle moves. Cones must be placed at a taper behind vehicles and kept off of edge of lane striping.

Maintenance vehicles and equipment **working** along CFX road shoulders and medians shall be located out of the 'clear zone' (36' from roadway edge) whenever possible, or behind guardrails or overpass structures. No **equipment** (trucks, trailers, spray

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“gators”, mowers, etc.) shall be parked in the median. Vehicles are allowed in medians only as necessary to pick up trash, debris, equipment, and personnel.

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

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

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

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

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

- The Contractor receives approval from the CFX Director of Maintenance for the trailer’s location prior to its placement.
- Trailers shall be placed outside of the ‘clear zone’ (36’ from roadway edge).
- Trailers shall not be located in the roadway median.
- Trailers shall be clearly marked with signage displaying the Contractor’s company name and contact telephone number (3’ x 4’ minimum) that is visible from the highway.
- Trailers shall be promptly removed from the CFX right-of-way when empty (within ten (10) days).

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

4.3 Document Control and Information Maintenance

4.3.1 Information Dispersal

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

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

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

4.3.2 Verification of Information

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

4.3.3 Ownership of Information

It is to be understood that all information provided to the Contractor, either by the CFX or third parties, are the sole property of the CFX. The Contractor shall have temporary charge of the information while performing contracted services for the project. All information shall be returned to the CFX at the conclusion of the Contract, after which no copies of the information may be kept by the Contractor without the expressed written permission of the CFX.

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

5.0 CHEMICAL APPLICATIONS

- 5.1 The Contractor shall provide a Spray Manager who will be a fulltime employee, other than the Project Manager, to directly supervise all chemical applications. The

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Spray Manager shall possess the Florida Department of Agriculture's Commercial Pesticide Applicators License with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall perform all chemical applications (pesticide and fertilizer) in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Applications performed which do not meet the following standards and specifications (as determined by the CFX Director of Maintenance) shall be promptly re-performed correctly at no additional cost to the CFX. The CFX may elect to withhold payment for applications performed incorrectly other than having the Contractor re-perform the application.

- 5.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida. Prior to the first use of a product on the CFX system, the Contractor shall submit to the CFX Director of Maintenance for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed mixing and application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).
- 5.3 The Contractor shall use equipment specifically designed for commercial application of herbicides and as specified for each application as listed in the Contract. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the CFX Director of Maintenance.
- 5.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the CFX for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- 5.5 The Contractor shall complete a daily Pesticide Application Record (provided by the CFX Director of Maintenance) for each location where chemical applications are being performed. The Records must be thoroughly and accurately filled out and signed by the Spray Manager prior to submittal. The Contractor shall submit completed Records to the CFX Director of Maintenance on a weekly basis. Records may be forwarded via email.
- 5.6 The spray crew shall be under the direct supervision of the Spray Manager. Direct supervision shall consist of, at a minimum, a daily on-site inspection conducted by the Spray Manager of the spray crew's operation during an application. The Spray

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Manager shall verify that the proper materials are in use, the correct target plant material is being treated, the correct mixing and application rates are being followed, the proper application techniques are being employed, and that the required personal safety equipment is in use. The Spray Manager shall prepare, sign, and submit a Daily Application Inspection Report which shall list the date, time, and location of the application inspection. The Inspection Report shall also include the applicator's name, chemical applied, target pests, plants treated, mix and application rates, and verification of possession of product label and MSDS. The Reports, signed by the Spray Manager, shall be submitted weekly with the Pesticide Application Records.

- 5.7 The CFX reserves the right to withhold payment for applications performed without the performance of a daily on-site inspection by the Spray Manager and the submittal of the required documentation.
- 5.8 The Contractor shall notify the CFX Director of Maintenance of any scheduled treatment prior to the execution of any chemical application. No applications are to be performed without prior notification to the CFX Director of Maintenance. The Contractor may be required to re-perform any application performed without prior notification to the CFX Director of Maintenance. The CFX may withhold payment for any application performed without prior notification to the CFX Director of Maintenance
- 5.9 The Contractor shall perform the pesticide treatments as specified and as directed by the CFX Landscape Architect as a drench application or foliar application as specified. Drench applications shall be made to the soil in sufficient volume to wet the root zone of individual plants. Foliar applications shall be directed to above ground plant parts to the point of runoff.
- 5.10 The CFX reserves the right at its sole option to take samples of application spray mixtures from spray crews in the field and have the samples tested to determine if the correct material and mixing rates are being used in accordance with the specifications. The samples will be taken in accordance with industry standards, the containers sealed and labeled on-site, and the samples documented and signed by both the CFX Director of Maintenance and the spray applicator. Lab results shall be forwarded to Contractor as well as the CFX. If the spray mixtures are determined to not meet the application specifications, the CFX may require the Contractor to repeat the entire application, to repeat the portion of the application performed on the day during which the sample was taken, or elect to withhold payment for the application

6.0 TURF CARE

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6.1 Description

- 6.1.1 Work to be done consists of mowing, edging and trimming of turf, litter and debris removal, clipping clean-up, grassy and broadleaf weed control, insect and disease control, and fertilizer application at all turf management areas located within the limits of work at the five (5) CFX Mainline Toll Plazas within the scope of the Contract, and right of way locations as delineated in the Turf Management Area Reference Maps (Attachment #2). Weed control and litter and debris removal shall also be performed along right-of-way fence lines directly adjacent to Turf Management Areas and in "No-Mow" buffers as delineated in the No-Mow Area Reference Maps (Attachment #3). See section 9.0 for maintenance requirements for all 'No-Mow' areas.
- 6.1.2 Turf areas are defined as grassed or vegetated areas consisting of all grass; part grass and part succulent weed growth; or all succulent weed growth within the area to be maintained.
- 6.1.3 Turf maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified turf care tasks and applications and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.
- 6.1.4 Any additional fungicide, insecticide, or selective herbicide applications to turf management areas maintained under this Contract shall be performed by the Contractor as directed by the CFX Director of Maintenance and shall be paid for out of the Work Order Allowance.
- 6.1.5 Re-performance of any turf care task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance), shall be provided at the Contractor's expense. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance.
- 6.1.6 Any turf or ornamental plant material damaged by mowing activities or the use of herbicides or any other chemicals (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor, at no cost to the CFX.

6.2 Mowing

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- 6.2.1 The Contractor shall perform mowing cycles in the turf areas at CFX Mainline Toll Plazas, and right of way locations located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2).
- 6.2.2 The quantity and frequency of area mowing cycles are to be performed as listed in the Annual Landscape Maintenance Schedule (Attachment #1). Turf areas at all Mainline Toll Plazas and the right of way locations on S.R. 408 shall be mowed thirty-six (36) times per year. Each mowing cycle in each location shall be completed in its entirety prior to beginning another cycle. This includes edging, trimming and clipping clean up (described below). Missed cycles or cycles performed at greater intervals than listed cannot be made up at a later date.
- 6.2.3 The Contractor shall submit a Proposed Monthly Maintenance Schedule (based on the Annual Landscape Maintenance Schedule) to the CFX Director of Maintenance on the first day of each month, indicating the location and frequency of each mowing cycle. The schedule shall be updated weekly if any changes are necessary due to poor weather or other restrictive circumstances.
- 6.2.4 All turf areas are to be mowed to a maximum height of 4" during each cycle. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers. Turf areas adjacent to retention ponds, ditches, or canals shall be mowed or trimmed to the water's edge each mowing cycle.
- 6.2.5 When work by CFX forces, Florida Department of Transportation forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from mowing any areas, and such conditions are eliminated during the period designated for that mowing cycle, the CFX Director of Maintenance may require the Contractor to mow these areas as part of the cycle without penalty for exceeding the time allowed.
- 6.2.6 Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the CFX Director of Maintenance, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas may be required to be string trimmed by the CFX Director of Maintenance.
- 6.2.7 The equipment used by the Contractor shall be of a type and quantity to perform the work satisfactorily, be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the clippings at all times.
- 6.2.8 Contractor's equipment shall be outfitted with an overhead amber flashing light, which shall be on and visible from all directions when equipment is being operated

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in the course of the work. All required safety devices shall be properly maintained at all times the equipment is in use.

- 6.2.9 Equipment which damages the pavement, decorative retaining walls, or turf in any way will not be allowed. The Contractor shall be responsible for the prompt repair or replacement of any pavement, wall, or turf damaged by the Contractor's personnel/equipment.
 - 6.2.13 All equipment shall be subject to inspection and approval by the CFX Director of Maintenance. If the CFX Director of Maintenance determines the equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately remove the equipment from service until the deficiency is corrected to the satisfaction of the CFX Director of Maintenance.
 - 6.2.14 Inspection and approval of the Contractor's equipment by the CFX 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.
 - 6.2.15 The Contractor shall perform an annual equipment safety check of all equipment used on CFX property and submit a report to the CFX Director of Maintenance for review and approval prior to continuation of operation of the equipment on CFX property. The report shall be submitted no later than the 1st of February each year.
 - 6.2.16 The acceptable performance of the mowing cycle quantities, at the intervals as noted in the CFX Annual Landscape Maintenance Schedule, are the basis for compensation from CFX. Monthly payment for turf care anticipates completion of all listed cycles. Payment for missed cycles shall be deducted from the current month's invoice; the amount being determined using area square footage and pricing from the submitted Price Proposal.
- 6.3 Edging
- 6.3.1 Hard surface and soft surface edging shall be performed along all turf area edges within the limits delineated in the Turf Management Area Reference Maps. Hard surface edging is defined as outlining and/or removing turf from along all sidewalks, driveways (asphalt or concrete) curbs, reinforced earth walls and barrier walls. Soft surface edging is defined as outlining and/or removing turf from all trees rings and planting beds, etc., by the use of a mechanical edger. Roadway edging along highway and ramp paving is not required due to safety concerns.
 - 6.3.2 All hard surface edging shall be performed to maintain straight and sharp edges between paving/curbs/sidewalks and turf areas. All hard surface edging shall be

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completed with each area mowing cycle.

- 6.3.3 All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas to the curves as originally designed, in a clean manner, free of imperfections. All soft surface edging may be completed with each area mowing cycle or at the same frequency as the detailing of plant beds (once every three-week cycle) if chemical edging is performed.
 - 6.3.4 All edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris away from roadways and sidewalks.
 - 6.3.5 When edging is performed, the proper safety equipment shall be used (i.e., safety glasses, reflective vest, signage, warning light, etc.).
 - 6.3.6 Soft surface chemical edging of turf, using a pre-approved herbicide, will be permitted along ornamental planting beds and around tree rings if care is taken to not damage adjacent plantings. Any plant damaged by the use of herbicides, (as determined by the CFX Director of Maintenance), shall be replaced by the Contractor at no cost to the CFX.
 - 6.3.7 Products containing 'Diquat', 'Imazapyr' or "2-4D" shall not be used anywhere on the CFX system in the performance of this Contract.
- 6.4 Trimming
- 6.4.1 All turf areas located within the limits delineated in the Turf Management Area Reference Maps that are inaccessible to mowers such as around guardrails, reinforced earth walls and barrier walls, and/or otherwise unable to be mowed due to obstructions such as trees or other plant material, light poles, fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed to the same height as adjacent mowed areas. All trimming shall be completed during each area mowing cycle.
 - 6.4.2 Trimming shall be performed with the use of a string or line trimmer or other suitable mechanical means.
 - 6.4.3 Care shall be taken when using a string trimmer so as not to damage adjacent plant material or decorative retaining walls. Any plant damaged by the use of a string trimmer (as determined by the) shall be promptly replaced by the Contractor, at no cost to the CFX. Any damage to decorative retaining walls by the use of a string trimmer shall be promptly repaired by the Contractor at no cost to the CFX.
- 6.5 Litter Removal and Clipping Clean-up
- 6.5.1 The Contractor shall pickup and remove all non-hazardous items and obstacles

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(litter) within the designated turf management areas, such as wood, vegetation debris, tires, glass, cans, plastic products, paper products and other miscellaneous debris, etc. shall be collected and removed weekly – fifty-two (52) times per year. The Contractor shall remove all litter located in ditches, swales, and within reach with a rake from the shoreline in any water body occurring within or directly adjacent to designated turf management areas weekly – fifty-two (52) times per year. It shall also be the Contractor's responsibility to remove trash and items such as newspapers, magazines, boxes, paper cups, etc. that would be torn, shredded and further subdivided by the mower prior to each cycle. The turf management areas include 5 (five) CFX Mainline Toll Plazas and all locations shown as "Limit of Turf Care" in the Turf Management Area Reference Maps (Attachment 2). All costs of pickup and removal of litter and debris shall be included in the Contract amount.

- 6.5.2 Litter at all turf management areas located within the limits of work at the five (5) CFX Mainline Toll Plazas within the scope of the Contract and right of way locations as delineated in the Turf Management Area Reference Maps (Attachment #2) shall be collected and removed weekly – fifty-two (52) times per year. All collected litter shall be removed daily. No collected litter shall be left on the property overnight.
- 6.5.3 All sidewalks, roadways, parking lots, shoulders, fence lines, concrete swales or other structures located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2) shall be immediately swept, blown, or vacuumed to remove any grass clippings and to maintain a clean, well-groomed appearance.
- 6.5.4 All grass clippings shall be kept out of ornamental beds and aquatic ponds. Mowing patterns should be performed which prevent the distribution of clippings in these areas. Contractor must immediately remove any clippings from adjacent ornamental beds in order for the mowing cycle to be considered complete. If clippings cannot be removed successfully to the satisfaction of the CFX Director of Maintenance, the Contractor shall install additional pine bark mulch or pine straw mulch as directed, at no expense to the CFX. Where the distribution of grass clippings into adjacent planting beds with pine straw mulch cannot be avoided due to the close proximity of adjacent roadways, the Contractor shall blow clippings off of plant material during each cycle.
- 6.5.5 If excessive quantities of grass clippings (as determined by the CFX Director of Maintenance) remain on turf areas directly adjacent to any of the Mainline Toll Plaza buildings, parking lots islands, or entryways following a mowing cycle, the Contractor shall collect and remove the clippings to keep the turf areas clean.

6.6 Weed Control

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- 6.6.1 Contractor shall eliminate/kill/remove undesirable weed and brush growth in all paving joints in asphalt and concrete, sidewalks, parking lots, along all guardrails, around roadside structures, along shoulders, edge of pavement, curb and gutter, signs, culvert ends located within or directly adjacent to Turf Management Areas during each mowing cycle. Also eliminate/kill/remove undesirable weed and brush growth inside walled enclosures at the five (5) CFX Mainline Toll Plazas within the scope of the Contract. Treat weed and brush growth by applying a 2.0% solution of Glyphos Pro – 2.0 gallons of Glyphos Pro in 100 gallons of water, (or approved equal). Dead material is to be removed. It is the intent of this activity to make the areas noted above weed free at all times.
- 6.6.2 Read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein (5.0 - Chemical Applications).
- 6.7 Fertilization
- 6.7.1 The turf fertilizer 16-0-8 shall be applied as described below. All turf fertilizer shall be applied (full coverage) according to manufacturer's instructions at the rates described herein. Fertilizer shall be applied when the turf is dry and not over an early morning dew. Fertilized areas shall be watered following application on the same day, in irrigated areas only. Apply turf fertilizer with rotary broadcast spreaders (approved by the CFX Director of Maintenance) and overlap consistently for uniform coverage. Turf fertilizer shall not be applied by hand broadcasting. Application equipment shall be accurately calibrated to ensure that the specified application rate is followed.
- 6.7.2 The Contractor shall comply with and adhere to all aspects of the Orange County Fertilizer Management Ordinance, Chapter 15, Article XVII of the Orange County Code, Section 15-801 through 15-812 in the performance of the specified turf fertilizer applications. Any perceived conflicts with the specifications of the fertilizer applications and the Ordinance requirements shall be brought to the attention of the CFX Director of Maintenance prior to performance of the work.
- 6.7.3 The Contractor shall provide the turf fertilizer, 16-0-8, containing the following:
- 16 % total nitrogen consisting of 0.75% nitrate nitrogen, 11.25% ammonium nitrogen, and 4.00% water soluble nitrogen derived from poly sulfur coated urea, ammonium nitrate, and ammonium sulfate.
 - 0% phosphorus (P2O5).
 - 8% soluble potash (K2O) derived from muriate of potash and sulfate potash of magnesia.

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The fertilizer shall include the following minimum percentages of micronutrients:

- 1.06 % Water soluble magnesium (Mg)
- 0.05 % Manganese (Mn)
- 0.05 % Copper (Cu) derived from copper sulfate
- 3.00 % Iron (Fe)
- 0.02 % Boron (B) derived from sodium borate
- 1.45 % Sulfur (f)
- 9.0 % Calcium

Apply 16-0-8 fertilizer to Bahia / St. Augustine turf at all Main Toll Plazas, roadside areas as delineated in the Turf Management Area Reference Maps (Attachment #2) one (1) time per year (February) at a rate of 6.5 pounds per 1,000 square feet of turf area or 283 pounds per acre of turf area, unless otherwise directed by the CFX Director of Maintenance.

- 6.7.4 The CFX reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- 6.7.5 Prior to the beginning of each application cycle, the Contractor shall submit an actual certified fertilizer label, legible with the guaranteed analysis for approval to the CFX Director of Maintenance.
- 6.7.6 All fertilizers shall be kept out of all water bodies and be removed immediately from all sidewalks, parking lots, and toll plaza driveways.
- 6.7.7 If fertilizer is delivered in bulk, provide documentation of chemical composition and weight at time of application. If bags of fertilizer are used, provide a sample individual bag tag, as well as product purchase and delivery receipts to CFX Director of Maintenance to verify weight and content. A listing of bag usage applied per area shall be documented using the daily Pesticide Application Record. The Record along with the Spray Manager's Inspection Report shall be forwarded to the CFX Director of Maintenance.
- 6.7.8 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer will not be acceptable for application.

6.8 Insect and Disease Control

- 6.8.1 All turf areas located within the limits delineated in the Turf Management Area

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Reference Maps shall be continuously monitored for infestations of insects (including fire ants, mole crickets, and nematodes) and shall be treated immediately as specified or as directed by the CFX Director of Maintenance for proper control. Contractor shall note all treatment applications on daily Pesticide Application Record forms submitted to the CFX Director of Maintenance on a weekly basis.

- 6.8.2 All fire ant mounds located in turf and paved areas within the turf management areas are to be spot - treated with 'Orthene' insecticide whenever mounds are observed. Applications shall be performed during each 3-week maintenance cycle. 'Live' mounds should be treated and avoided during the mowing cycle immediately following the treatment. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle.
- 6.8.3 Nematode and other insect infestations shall be immediately reported to the CFX Director of Maintenance who will give specific direction as to the proper treatment. The Contractor shall perform the specified treatment within the time frame directed by the CFX Director of Maintenance. Payment for 'as directed' treatments will be from the Work Order/New Construction Allowance.

7.0 SHRUBS/VINES/GROUND COVER CARE

7.1 Description

- 7.1.1 The work consists of providing all labor, materials, equipment and incidentals necessary to perform the landscape maintenance of ornamental shrubs, vines, groundcovers, and mulched areas at five (5) CFX toll facilities within the scope of the Contract and all right of way locations as described in Section 1.0 Project Scope. Detailing of all planted and mulched areas located within the project limits on the CFX system shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Three-week detailing cycles include pruning, grassy and broadleaf weed control, removal of damaged / diseased / dead plant material, litter and debris removal, supplemental watering, mulching, raised planter wall gutter cleaning and sign clearing. Chemical applications for insect, disease, and weed control, and fertilizer applications shall be performed periodically as described below and as directed by the CFX Director of Maintenance.
- 7.1.2 Shrub, vines, and ground cover maintenance activities shall be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The schedule lists the frequency and intervals of all specified maintenance tasks and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.
- 7.1.3 The Contractor shall apply various fungicides, insecticides, selective herbicides, and fertilizers to plant material located at the mainline toll plazas, and along all roadways

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within the project limits as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1) unless directed otherwise by the CFX Director of Maintenance. Additional 'as directed' applications shall be performed as described herein when directed by the CFX Director of Maintenance.

- 7.1.4 Re-performance of any shrub and ground cover maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance), shall be provided at the Contractor's expense. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the.
- 7.1.5 Any turf or ornamental plant material damaged due to improper maintenance activities or the improper use of herbicide, insecticides, or fungicides or incomplete or non-performance of specified herbicide, insecticide, or fungicide applications (as determined by the CFX Director of Maintenance) shall be replaced and established to the CFX satisfaction by the Contractor, at no cost to the CFX. Replacement plant material shall match the size of the existing plant at the time that the damage occurred (see section 11.0 Plant Replacement).

7.2 Pruning

- 7.2.1 The Contractor shall perform maintenance pruning of all ornamental shrubs and ground covers during each 3-week detailing cycle, as necessary, to remove dead material (including dead seed heads and leaf blades in African iris plantings and dead sections of dune sunflower plantings); to maintain separation between different plant types when unsightly overgrowth is occurring; and to keep vegetation confined within the planting beds and not encroaching on turf areas, roadways, pedestrian walkways, and adjacent structures (guardrails, signage, fences, buildings, walls, drainage ways when flow of water is obstructed, etc.). Maintenance pruning of all ornamental shrubs shall also be performed during each 3-week detailing cycle, as necessary to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, pedestrian crossings, ramp interchanges, etc. Maintenance pruning of ornamental plantings shall be performed with hand shears to allow for proper shaping and clean cuts of pruned branches. The use of gas-powered shears shall be limited to the annual pruning cycle and allowed "hedge shearing" as described below.
- 7.2.2 Shrubs and groundcovers located along the system roadsides shall not be pruned into formal shapes, referred to as "hedge shearing" unless directed by the CFX Director of Maintenance. Hedge shearing shall be performed at Mainline Toll Plazas, and limited areas at ramp toll booths as directed by the CFX Director of Maintenance. Hedge shearing of shrubs at Main Toll Center such as Viburnum sp., Indian Hawthorn, Confederate and Asiatic Jasmine, and Loropetalum shall be performed during each 3-week cycle to maintain a neat appearance, create separation between

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plants, and to provide a clear view of the toll lanes from inside the toll plaza building. Hedge sheering shall be performed during each 3-week cycle to Confederate Jasmine plantings not located at Main Toll Plazas to maintain a neat appearance, keep the plant height to 18" maximum, and to keep vegetation off of adjacent walls, curbs, gutters, fences and adjacent plant material.

- 7.2.3 Sand Cord Grass, Vetiver Grass, and Fakahatchee Grass shall be severely pruned once a year to a uniform height of 18", beginning in December and to be completed by the end of January in the first year of the Contract. The pruning of the listed ornamental grasses shall be performed beginning in November and to be completed by the end of December in all subsequent years of the Contract. Dwarf Fakahatchee grass and Gulf Muhly grass shall not be pruned. Pampas Grass plantings shall not receive a severe annual pruning but shall have dead leaf blades and bloom stalks carefully removed as directed by the CFX Director of Maintenance. Where pine straw mulch is present in the planting bed, approximately 25% of the clippings from the pruned Cord Grass (not Fakahatchee Grass) shall be spread evenly throughout the bed. The remaining 75% of the Cord Grass clippings shall be removed from the planting beds and properly disposed of off-site unless directed otherwise by the CFX Landscape Architect. All clippings from pruned Fakahatchee Grass and Vetiver Grass shall be removed from the planting beds and properly disposed of off-site. Cord Grass clippings shall not be dispersed in areas with pine bark mulch.
- 7.2.4 All oleander plantings shall be severely pruned once every year, beginning in January and to be completed by the end of February. Oleanders shall be pruned to approximately 36"-48" height (2"-3" above the previous year's pruning height if possible) at roadside locations and to 6'-0" height at right of way edge locations, unless otherwise directed by the CFX Director of Maintenance. Dwarf oleander plantings shall not be pruned unless otherwise directed by the CFX Landscape Architect. Contractor shall have initial pruning heights approved by the CFX Director of Maintenance prior to proceeding with entire pruning effort. Areas pruned to incorrect heights prior to approval shall be re-pruned at no additional cost to the CFX.
- 7.2.5 All Plumbago, Dune Sunflower, Firecracker Plant, and Lantana plantings shall be severely pruned once every year to approximately 12" height or as directed by the CFX Director of Maintenance, beginning in March and to be completed by the end of April.
- 7.2.6 During each three-week maintenance cycle, all Dune Sunflower plantings shall have all dead material carefully pruned out of the beds taking care not to disturb the remaining root material.

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- 7.2.7 All Confederate Jasmine and Asiatic Jasmine plantings shall be tipped pruned / hedge sheered to approximately 12" - 18" height or as directed by the CFX Director of Maintenance, during each three week maintenance cycle. Pruning shall also be performed to keep vegetation off of adjacent walls, signs, structures, fences, and adjacent plant material.
- 7.2.8 All Fire Bush, Texas Sage, Primrose Jasmine, and Bauhinia plantings shall be severely pruned to 30" height or as directed by the CFX Director of Maintenance, once every year during April.
- 7.2.9 All Perennial Peanut shall be pruned / mowed to approximately 6" height or as directed by the CFX Director of Maintenance, four times a year in March, June, August, and November.
- 7.2.10 Juniper groundcovers and hedge material shall have dead / damaged material carefully pruned out in February prior to the March fungicide application to control Phomopsis Blight. Contractor shall continue to monitor and prune out dead material when found and as directed by CFX Director of Maintenance. Prune 3" below damaged shoots and ensure that pruning equipment / clippers are sterilized after each cut by dipping the equipment in a pre-approved solution (alcohol, 1 part bleach / 3 parts water mix, or a commercial product). Solution and pruning technique must be pre-approved by the CFX Director of Maintenance. The pruning and equipment sterilization procedure are to be followed every time dead material is removed from any juniper planting on the system.
- 7.2.11 All plant material located directly adjacent to Right of Way fence lines shall be pruned as necessary to maintain 24" of clear zone between the plant material and the fence fabric.
- 7.2.12 The Contractor shall ensure that no clippings or debris generated from annual pruning operations are left along the roadways or behind guardrails overnight. Pruning efforts are to be coordinated so that all pruned material is collected daily and disposed of offsite.
- 7.2.13 During each 3-week detailing cycle, and/or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches and vegetation damaged by storms, traffic accidents, etc., as part of the Contract. Repair of damaged areas such as re-grading and replanting shall be paid for from the Work Order Allowance. Cleanup activities following named storms shall be performed as part of the Contract, while any additional dump fees required shall be paid for out of the Work Order Allowance (submit receipts with invoice). Allowance shall be made for the postponement of scheduled maintenance tasks in order to complete the clean-up activities.

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

7.3 Weed Control

7.3.1 The Contractor shall continuously maintain all mulched areas free of weeds by hand pulling or by chemical means, as environmental, horticultural, and weather conditions permit. Weed control in planting beds and tree rings by mechanical means such as string trimmers / weed eaters is strictly prohibited. Thorough weeding of all planting beds, mulched areas, and tree rings in each designated roadway landscape maintenance area shall be performed during each 3-week detailing cycle. All planting beds, mulched areas, and tree rings, from fence to fence, within each maintenance area shall be free of weeds prior to the maintenance personnel moving on to the next area. The generated debris collected shall be removed from the site before leaving the site for the day.

7.3.2 The Contractor shall also continuously maintain all roadway and sidewalk paving areas directly adjacent to any mulched areas free of weeds by hand pulling or by chemical means. This includes roadside paving areas in front of guardrails that are adjacent to planted and/or mulched areas maintained under this Contract. Weeds shall be controlled to the edge of asphalt paving along roadways. The work shall be performed in conjunction with and as specified above in specification 7.3.1

7.3.3 2.0% solution of Glyphos Pro (2.0 gallons of Glyphos Pro in 100 gallons of water) (or approved equal) may be spot sprayed as a post-emergence herbicide. Exercise caution to prevent over-spray onto desirable plants. The application mixture shall also include 'Brace' anti-drift material, or an approved equal, and an approved indicator dye. Follow label rates for the drift retardant and indicator dye. Use sufficient indicator dye so that the application progress may be monitored. Remaining visible weed growth, killed by herbicide application, shall be removed and disposed of off-site.

7.3.4 During each 3-week maintenance cycle the Contractor shall control weeds with a 2.0% solution of Glyphos Pro (or approved equal) along all fence lines, including right-of-way fence lines, located within turf management areas and located adjacent to any ornamental planting bed maintained under this Contract. Apply the solution on a non-windy day and use anti-drift material to reduce droplet size. Dead vegetative material shall be entirely removed from the vertical surface of the fence fabric during subsequent cycles Fence lines that are separated from adjacent planting beds by turf

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areas maintained by others are not required to be treated.

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

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adjacent pond or ditch edges, and limited paving and other 'hardscape' areas free of litter and debris. Litter and debris includes, but is not limited to, all plastic and paper products, cans, glass, wood, rocks, bricks, pieces of concrete, tires, dead animals, palm fronds, palm boots, branches or limbs smaller than 10' long and 4" diameter. Limited paving areas include sidewalks, parking areas and driveways at all Main Toll Plazas within the scope of the Contract, , and along guardrails, curb/gutter areas, and concrete swales directly adjacent to planting beds and turf areas maintained under this Contract.

- 7.4.2 Thorough removal of all litter and debris from all planting and mulched areas (and limited paving areas) shall be performed during each 3-week detailing cycle. All planting beds and tree rings, from right of way fence to right of way fence, within the project limits shall be free of all litter and debris. The generated material shall be collected and removed from the site prior to the maintenance personnel moving on to the next area or leaving the site for the day. Mulch, fronds, boots, and other plant debris on paving areas and roadside shoulders adjacent to planting areas shall also be collected and removed.
- 7.4.3 Removal of litter and debris shall be performed once (1) a week at all Main Toll Plazas within the scope of the Contract.
- 7.4.4 All collected litter shall be removed daily. No collected litter shall be left on the project property overnight.

7.5 Mulching

- 7.5.1 The Contractor shall furnish and apply pine bark nuggets and pine straw mulch at ornamental planting beds, and tree rings each year beginning in May and completing the application by the end of July, or as directed by the CFX Director of Maintenance. "No-mow" buffer plantings shall not be mulched. The pine bark mulch shall be pine bark medium nuggets, 2" in size with no impurities such as foreign matter, large pieces of un-decomposed or shredded bark, or weed seeds. The pine bark mulch shall be clean, rustic in color, and shall smell fresh with no objectionable odor. The pine straw mulch shall be dry pine needles, free of noxious weeds.
- 7.5.2 The pine bark mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the ornamental planting areas and individual tree rings at all Mainline Toll Plazas and ramp toll booths within the scope of the Contract each year beginning in May and completing in July. The limits of bark mulch applications at main toll plazas and toll booths shall match previous applications. At toll booth locations where previous applications are not evident, limit the bark mulch to 150' along the ramp in both directions from the toll booth structure, or apply as directed by the CFX Director of Maintenance. If existing bark mulch depth is sufficient in some areas, only a top dressing is required. The Contractor shall submit a

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representative sample of the bark mulch to the CFX Director of Maintenance for approval prior to performing the work.

- 7.5.3 The pine straw mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the remaining ornamental planting areas, non-planted mulch areas, and individual tree rings located within the Contract limits (excluding No-Mow area plantings) that did not receive pine bark mulch and as directed by the CFX Director of Maintenance 7.5.4 Clippings left in place from the annual pruning of cord grass shall be dispersed throughout adjacent beds prior to installing pine straw mulch. Pine straw mulch shall cover all clippings. Measured 3" settled depth to include clippings.
- 7.5.4 Clippings left in place from the annual pruning of cord grass shall be dispersed throughout adjacent beds prior to installing pine straw mulch. Pine straw mulch shall cover all clippings. Measured 3" settled depth to include clippings.
- 7.5.5 The Contractor shall remove all mulch that has been displaced onto adjacent roadways, shoulders, drainage structures, turf areas, etc. during each 3-week detailing cycle.
- 7.5.6 The Contractor shall submit a request for approval to the CFX Director of Maintenance prior to placing mulch supply trailers on CFX property. See Section 4.2.2 - Operational Requirements for additional restrictions regarding mulch trailer usage.
- 7.5.7 Pine bark mulch and pine straw mulch shall comply with all applicable State of Florida mulch and compost laws and regulations. If mulch is delivered in bulk, provide documentation of content, quantity and weight at the time of application.
- 7.6 Fertilization
- 7.6.1 The ornamental shrub and groundcover fertilizer shall be granular 13-0-13 and shall be applied as described below. The Contractor shall provide the shrub and groundcover fertilizer, 13-0-13, containing the following:
- 13 % total **nitrogen** (containing 4.98 units of slow release nitrogen) derived from poly sulfur coated urea, ammonium sulfate, activated sewage sludge.
 - 0% phosphorus.
 - 13% potash (K₂O) derived from muriate of potash and sulfate potash of magnesia.
- The fertilizer shall include the following minimum percentages of micronutrients:
- 2.00 % Water soluble magnesium (Mg)
 - 0.19 % Manganese (Mn)

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- 0.06 % Copper (Cu)
 - 3.00 % Iron (Fe)
 - 0.06 % Zinc (Zn)
 - 0.02 % Boron (B)
 - 7.44 % Sulfur (f)
 - 0.0005 % Molybdenum (Mo)
 - 4.0 % Calcium (Ca)
- 7.6.2 Fertilizer shall be applied to all planting areas and tree rings (including all trees in No-Mow areas - except pines) three (3) times per year (March, June and September) at a rate of 7.5 pounds per 1,000 square feet of ornamental planting bed / tree ring or 327 lbs./acre, unless directed otherwise by the CFX Director of Maintenance. Fertilizer may be applied by hand or by a mechanical spreader (approved by the CFX Director of Maintenance) insuring uniform coverage. Application by hand shall be accurately performed or equipment shall be accurately calibrated to ensure that the specified application rate is followed. Fertilizer shall be applied to soil surface around each plant and not on plant crown. Fertilizer shall be applied when the shrub and groundcover material is dry and not over an early morning dew. Contractor to ensure that fertilizer is not left on foliage causing leaf burn.
- 7.6.3 Prior to the beginning of each application cycle, the Contractor shall first submit a copy of a state inspection of analysis of a random sample of the delivered fertilizer to be applied along with an actual certified fertilizer label for approval. If the fertilizer analysis does not meet or exceed the guaranteed analysis as stated on the product label (as determined by the CFX Director of Maintenance), the entire shipment may be rejected. The Contractor may request that a different random sample of the delivered fertilizer be re-analyzed for approval prior to replacing the entire shipment. The Contractor shall submit an actual certified fertilizer label, legible and otherwise suitable condition to the CFX Director of Maintenance for filing.
- 7.6.4 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer shall not be acceptable for application.
- 7.6.5 All fertilizer shall be kept out of water bodies and be removed immediately from all paved surfaces, concrete swales, walks, parking lots, and roadways.
- 7.6.6 If fertilizer is delivered in bulk, submit to the CFX Director of Maintenance documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide a sample bag tag and all product purchase and delivery

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receipts to CFX Director of Maintenance to verify weight and content.

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

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knocked down during the next detailing cycle and the soil dispersed and then covered with mulch. Re-treat mounds as necessary to kill ant colony.

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

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Plazas- Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area.

- All Plant Material (except ornamental grasses and Coontie palms) at Main Toll Plazas - Perform six (6) foliar applications alternating with a tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x) (March - repeat at 14 day interval) alternating with 'Heritage' (2x) (May - repeat at 28 day interval - June) and followed by another tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x) August - repeat at 14 day interval) Foliar Apps for Leaf Spot, etc. Apply 'Cleary's 3336' at a mixing rate of 12 fl oz and 'Flowable Mancozeb' at a mixing rate of 32 fl oz / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Spray foliage to cover upper and lower surfaces of leaves.
- All Plant Material at Main Toll Plazas and all Oleander, Fakahatchee, Coontie, and Plumbago Plantings - Perform two (2) drench applications with 'Merit 2F' insecticide (1x) - April following annual pruning of Plumbago and (1x) as directed by the CFX Director of Maintenance for Thrips, Aphids, Scale, and Caterpillars. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water and apply at 10 gallons of mixture / 1,000 square feet of bed area. **DO NOT APPLY TO FIREBUSH.**
- All Plant Material at Main Toll Plazas (except ornamental grasses, and Coontie palms), and all Oleander, Fakahatchee, and Plumbago Plantings - Perform two (2) foliar applications with 'Conserve SC' (2x) (June-repeat at 7 day interval) or as directed by the CFX Director of Maintenance, to control Thrips. Limits of application locations based on scouting. Apply 'Conserve SC' at a mixing rate of 11.0 fl oz / 100 gallons of water. Provide complete and uniform coverage to all plant leaf (upper and lower) surfaces and stem surfaces.
- All Plant Material at Main Toll Plazas (except ornamental grasses, and Coontie palms), and all Oleander, Fakahatchee, and Plumbago Plantings - Perform two (2) foliar applications alternating with 'Ardent' (1x) followed at a 14 day interval by 'Tristar' (1x) combined with 'Lure' (1x) insecticide (September) as directed by the CFX Director of Maintenance to control Thrips. Limits of application locations based on scouting. Apply 'Ardent' at a mixing rate of 8.0 ounces / 100 gallons of water. Apply 'Tristar' at a mixing rate of 5 oz / 100 gallons of water. Tristar spray mixture to include Lure at a mixing rate of 32 oz / 100 gallons of water and A-S Complex spreader sticker. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Localized applications may be

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directed to control limited pest pressure.

- All Plant Material at Main Toll Plazas Dune Sunflower, and Junipers (including Southern Red Cedars and Torulosa Junipers) (not located at Main Toll Plazas) - Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area.
- All Plant Material at Main Toll Plazas, Dune Sunflower, and Junipers (including Southern Red Cedars and Torulosa Junipers - not located at Main Toll Plazas) - Perform six (6) foliar applications alternating with a tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x-March - repeat at 14 day interval and 2x-August- repeat at 14 day interval) alternating with 'Heritage' (2x-May to June – repeat at 28 day interval) Foliar Apps for Leaf Spot, Powdery Mildew, and Phomopsis Blight.. Apply 'Cleary's 3336' at a mixing rate of 12 fl oz and 'Flowable Mancozeb' at a mixing rate of 32 fl oz / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Spray foliage to cover upper and lower surfaces of leaves.
- Fakahatchee grass - Perform two (2) spray / drench applications with 'Ardent' (2x at 7 day interval) following 2nd late season pruning to control identified Scale and Mite damage. Grasses in entire planting bed (not just damaged plantings) (or as directed by the CFX Director of Maintenance) are to first be pruned to 18" height. Apply 'Ardent' at the mixing rate of 6.0 fluid ounces / 100 gallons of water. Apply directly into pruned plant crown to thoroughly coat all leaf blade surfaces. Apply Ardent to dwarf Fakahatchee grass, as well (do not prune dwarf Fakahatchee grass).
- Oleanders and Fire Bush – Perform two (2) foliar applications with 'Bifen IT' as directed by the CFX Director of Maintenance to control caterpillars and aphids. Apply 'Bifen IT' at the mixing rate of 21.7 ounces / 100 gallons of water. Localized applications may be directed based on scouting to control limited pest pressure.

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

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the CFX Director of Maintenance. A postponement request does not relieve the Contractor of its obligation to perform the application on schedule as specified.

- 7.7.9 The Contractor shall perform all specified or directed applications at the specified intervals, with the specified mixing and application rates, using the correct application technique, and including all specified additives as listed above or as directed by CFX Director of Maintenance.
- 7.7.10 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.
- 7.8 Hand Watering
- 7.8.1 If determined necessary for the survival of existing plant material during periods of severe drought or to establish replacement plant material, the Contractor shall promptly provide hand watering, as directed by the CFX Director of Maintenance, for all plant material not fully covered by irrigation. Hand watering shall be paid for out of the Work Order/New Construction Allowance at an agreed unit price per 2,000 gallons.
- 7.8.2 Water source for all hand watering shall be provided by the Contractor. All watering equipment shall be provided by and be the responsibility of the Contractor.
- 7.8.3 Water trucks shall be provided by the Contractor as directed by the CFX Director of Maintenance. Water trucks shall be equipped with a rear mounted arrow board that adheres to current MUTCD standards while operating on roadsides. A safety vehicle shall be provided by the Contractor and shall follow the water truck as it enters and leaves the shoulder locations, as well as during the water application within the shoulder locations. All operational procedures are subject to review and approval of the CFX Landscape Architect.
- 7.8.4 At the first sign of drought stressed condition of plant material, the Contractor shall promptly notify the CFX Director of Maintenance and request approval to begin hand watering. The Contractor shall perform hand watering of plant material as directed by the CFX Director of Maintenance.

8.0 TREE CARE

- 8.1 Description

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- 8.1.1 Work to be done consists of pruning, weeding, litter and debris removal, mulching, staking, fertilizer application, insect and disease control, and tree removal at all existing ornamental (non-natural area) trees (including No-Mow areas) located at all CFX toll facilities, and right of way locations as described in Section 1.0 Project Scope. Detailing of all planted and mulched areas (including No-Mow areas) located on the CFX system within the project scope shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Tree care activities (pruning, weeding, litter and debris removal, staking, and removal of dead small caliper trees) shall be performed as necessary every three (3) weeks in conjunction with the ornamental planting areas detailing cycles. Chemical applications for insect and disease control and fertilizer applications shall be performed periodically as described below.
- 8.1.2 Tree care maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified tree care tasks and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.
- 8.1.3 Re-performance of any tree care maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.
- 8.1.4 Any turf or ornamental plant material damaged due to improper tree care maintenance activities shall be replaced by the Contractor, at no additional cost to CFX.
- 8.2 Pruning
- 8.2.1 Pruning in general shall consist of the removal of dead, broken, fungus-infected, insect-infected, superfluous, and intertwining branches, vines and the removal of dead or decaying stumps and all other superfluous growth within the project limits. The Contractor shall perform Class I and Class II pruning to all trees within the project limits as necessary to promote the safety and security of the CFX employees and customers by removing obstructions of roadway signage, ITS devices, roadway and toll plaza lighting; to provide clear views at pedestrian crossings and ramp interchanges; to provide clearance for mowing activities; to remove all dead/diseased/damaged wood and promote intended growth patterns and maximize aesthetics. Class I pruning shall mean pruning of all limbs and branches up to 1" in

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diameter and shall be performed throughout the year during the three-week detailing cycles. Class II pruning shall be performed once a year as directed by the CFX Director of Maintenance. Class II pruning shall mean pruning of all limbs and branches between 1 ½" and 2" in diameter. Required pruning activities do not include canopy thinning. Only Class II pruning as directed by the CFX Director of Maintenance for aesthetic reasons shall be paid for out of the Work Order/New Construction Allowance.

- 8.2.2 Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.
- 8.2.3 The Contractor shall remove all sucker growth from the base of all ornamental trees (including "No-Mow" buffers) during each 3-week maintenance cycle.
- 8.2.4 During each 3-week cycle and / or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches, palm fronds, and vegetation overhanging and / or coming in contact with the building and roadway structures (i.e. main toll plazas, toll booths, roadway signage structures, ITS devices, bridges, sound walls, guardrails, etc.).
- 8.2.5 The Contractor shall immediately remove any limbs, which, in the opinion of the CFX Director of Maintenance pose a threat to public safety (i.e., blocking vehicular sight distances, overhanging roadsides, overhanging pedestrian walkways, etc.). The Contractor shall provide equipment as necessary at no additional cost to the CFX.
- 8.2.6 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches and vegetation damaged / downed by storms, traffic accidents, etc.
- 8.2.7 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall also be performed, as necessary, to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, pedestrian crossings, ramp interchanges, etc. Contractor shall continuously monitor and maintain 500' clear visibility distance (from outside "slow" lane) to all roadside signage.
- 8.2.8 The Contractor shall discuss pruning technique and methodology with and receive authorization from the CFX Director of Maintenance prior to proceeding with pruning of following items:
- Oaks - Generally prune trees to maintain the desired uniform natural appearance by thinning or tipping. A prominent central leader should be

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visible. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian clearance. The canopy of Oak trees shall not be lifted more than 8' from the ground at main toll plazas, ramps and in all turf areas to facilitate mowing operation underneath the tree canopy. All sucker growth shall be removed during each three-week maintenance cycle.

- Crape Myrtle – All crape myrtle trees shall be pruned in February, as directed by the CFX Director of Maintenance, to maintain a round head. Initial pruning each year shall be directly supervised by the CFX Director of Maintenance to ensure proper techniques are used throughout the system. All annual Crape Myrtle pruning is to be completed by the end of February as directed by the CFX Director of Maintenance. Severe topping shall not be performed. All sucker growth shall be removed during each three-week maintenance cycle.
- Ligustrum – All ligustrum trees shall be hand clipped as necessary to maintain an 18" clearance from adjacent structures, to maintain a 7'-0" vertical clearance over pedestrian walkways, and to maintain a mushroom shaped form as directed by the CFX Director of Maintenance. Hand clipping also shall be performed to remove sucker growth during each three-week maintenance cycle.
- Magnolias - Prune only sucker growth and to maintain an attractive, pyramidal appearance. Lower foliage shall be retained unless additional removal is directed by the CFX Director of Maintenance. Do not lift more than 2' above finish grade unless necessary to create separation between lower foliage and exiting shrubs.
- Sabal Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all sabal palms located at all Main Toll Plazas two (2x) times per year in January and July. Dead fronds on palms located in other areas shall remain on the trees and be removed offsite, along with boots and debris, when they fall from the tree. Initial pruning each cycle shall be as approved by the CFX Director of Maintenance. Pruning cycles shall not be performed without prior approval by the CFX Director of Maintenance.
- Pindo Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown two (2x) times per year in January and July from of all Pindo palms as directed by the CFX Director of Maintenance. Initial pruning each cycle shall be as approved by the CFX Director of Maintenance. Pruning cycles shall not be performed without prior approval by the CFX Director of Maintenance.

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

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

8.3 Weed Control

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

8.4 Litter and Debris Removal

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

8.5 Mulching

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

8.6 Fertilization

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

8.7 Insect and Disease Control

8.7.1 All landscape areas within the project limits shall be continuously monitored for infestations of insects, (caterpillars, mites, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify CFX Director of Maintenance of discovered infestations/diseases and request directions for proper treatment. Once

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given application directions from the CFX Director of Maintenance, the Contractor shall immediately perform the treatment for proper control. Contractor shall submit a daily Pesticide Application Record (provided by the CFX Director of Maintenance) reporting the application activities report to the CFX Director of Maintenance on a weekly basis.

8.7.2 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.

8.7.3 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1):

- **Crape Myrtles** – Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area.
- **Crape Myrtles** – Perform four (4) foliar applications alternating with 'Heritage' (2x) (May - June at 28 day interval) with a tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x) (August at 14 day interval) or as directed by the CFX Director of Maintenance, to control powdery mildew. Apply 'Heritage' at a mixing rate of 2.0 fluid oz / 100 gallons of water. Apply 'Cleary's 3336' at a mixing rate of 12 fl oz and 'Flowable Mancozeb' at a mixing rate of 32 fl oz / 100 gallons of water. Spray mixtures to include A-S Complex spreader sticker.
- **Crape Myrtles** – Perform two (2) drench applications with 'Merit 2F' (2x) (April, July) insecticide, or as directed by the CFX Director of Maintenance, for Aphids. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water and apply at 20 gallons of mixture / 1,000 square feet of root ball area.
- **Crape Myrtles** – Perform two (2) foliar applications with 'Tristar' insecticide as directed by the CFX Director of Maintenance to control aphids. Apply 'Tristar' at a mixing rate of 5 oz / 100 gallons of water. 'Tristar' spray mixture to include A-S Complex spreader sticker. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces.
- **Magnolias** – Perform three (3) foliar applications of a combination of 'Prescription Treatment Ultra-Fine Oil' insecticide and 'Cleary's 3336' fungicide (March, June, and September) or as directed by the CFX Director of Maintenance to control scale and sooty mold. Apply 'Prescription Treatment

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Ultra-Fine Oil at the label rate of two (2) gallons / 100 gallons of water and Cleary's 3336 at a mixing rate of 14 fluid ounces / 100 gallons of water. Provide constant mixture agitation during application.

- **Palm Trees** - Monitor for signs of Ganoderma Zonatum 'Butt Rot' (fungal brackets on trunk, mushrooms at base, or softness of trunk). When identified by either the Contractor or the CFX Director of Maintenance, the infected tree shall be immediately removed including the stump and entire root mass to an offsite location and destroyed. The cost of the removal will be paid for from the Work Order/New Construction Allowance.
- **Pindo Palms** - Perform four (4) bud drench applications of 'Aliette WDG' fungicide (March, May, July, and September) or as directed by the CFX Director of Maintenance. Apply Aliette WDG at a mixing rate of 2.5 pounds / 100 gallons of water. Use proper equipment and sufficient quantity of material to thoroughly soak palm bud.
- **Pindo Palms** - Perform four (4) root drench applications of 'Banrot 40WP' fungicide (March, May, July, and September) or as directed by the CFX Director of Maintenance to control root rot. Apply at a mixing rate of 8.0 ounces / 100 gallons of water per 400 square feet (equivalent to 1 quart / sf) of bed area.
- **Pindo Palms** - Perform two (2) bud drench applications of 'Merit 2F' insecticide (March and July) or as directed by the CFX Director of Maintenance to control weevils. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water.

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

8.8 Hand Watering

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

8.9 Staking

8.9.1 The Contractor shall ensure all newly installed and existing trees are maintained in a straight and plumb position (including No-Mow area plantings), Tree staking inspection and correction shall occur during each three-week maintenance cycle.

8.9.2 Contractor shall provide, install and maintain staking / guying material as necessary to secure trees in straight and plumb position.

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

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9.0 NO-MOW AREAS

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

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due to improper maintenance activities (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor, at no additional cost to the CFX.

10.0 IRRIGATION SYSTEMS

10.1 General Requirements

- 10.1.1 The Contractor shall be responsible for the monitoring, adjustment, maintenance, and repair of the irrigation systems at all Mainline Toll Plazas within the project scope, to ensure that all plant material watered by each system receive sufficient moisture to maintain plant health and vigor.
- 10.1.2 The Contractor shall assign a specific individual to be the project Irrigation Manager, as stated in section 2.3 - Contractor's Personnel, Subcontractors and Sub-consultants. The Irrigation Manager will be the CFX Director of Maintenance point of contact regarding all CFX irrigation system issues. The Irrigation Manager shall perform / review all inspections and schedule and over-see all necessary repairs, upgrades, adjustments, etc. to all CFX irrigation systems as necessary or as directed by the CFX Director of Maintenance.
- 10.1.3 The Contractor shall promptly perform system repairs as necessary to ensure continual, full operation of all system parts with limited disruption of the irrigation program. The cost of the repair/replacement of pumps, timers, and control valves shall be paid for from the Work Order/New Construction Allowance. The cost of all other system repairs/replacements shall be included as part of this Contract.
- 10.1.4 Each automatic irrigation system shall be programmed, as necessary, to provide watering frequency sufficient to replace soil moisture at the plant material root zone.
- 10.1.5 All irrigation systems shall run between 12:00 a.m. and 6:00 a.m. at all Mainline Toll Plazas and in accordance with water usage restrictions in effect through the St. Johns River Water Management District. Any digression from this schedule requires the approval of the CFX Director of Maintenance.
- 10.1.6 Any modifications to the irrigation systems shall be submitted to the CFX Director of Maintenance in writing for approval. If the original request is not satisfactory to the CFX Director of Maintenance an alternate plan may be requested. The Contractor shall submit detailed "as-built" record drawings to the CFX Director of Maintenance within thirty (30) days after work is completed.
- 10.1.7 The Contractor shall provide qualified, certified and capable subcontractors and suppliers to supply services and parts that are equal to or better than the services and parts that were previously used or found in use and with 100% compatibility with existing equipment. All parts are subject to approval by the CFX Director of Maintenance prior to installation.

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10.1.8 The Contractor shall prepare an estimate of cost for parts/tests and labor and receive a work order from the CFX Director of Maintenance prior to proceeding with any repair and/or replacement of equipment. The work order will indicate the work to be performed and the agreed compensation.

10.1.9 The Contractor shall guarantee for the entire length of the Contract term, (5) years, the workmanship of a repair. In the event the repair fails within the guarantee period and such failure is the result of the parts provided by the Contractor or the workmanship of the Contractor, the corrections shall be made by the Contractor at no additional cost to the CFX.

10.2 Monitoring/Adjustments

10.2.1 The Contractor shall inspect the entire operation of each system all Mainline Toll Plazas within the project scope and perform any maintenance required to keep system fully operational no less than once each month and perform any maintenance required to keep system fully operational and perform any adjustments to the system or timer to ensure optimum turf health in response to weather conditions. A written Monthly Inspection Report shall be forwarded to the CFX Director of Maintenance once each month. Contractor shall submit report format to the CFX Director of Maintenance for approval. During each inspection, the Contractor shall perform the following:

- Activate each zone of the existing system.
- Visually inspect the operation of all spray heads and check for, report, and immediately repair any damaged heads or ones needing repair.
- Immediately adjust any heads as necessary to ensure that overspray is not occurring on buildings, walkways, roadways or any other structures.
- Ensure the proper operation of all spray heads and that coverage to target planting areas is sufficient for proper healthy landscape growing conditions.
- Spot check the proper function of drip irrigation lines in each zone by excavating varying sections of the line. Re-bury exposed sections following inspection.
- The flush valve on the end of drip irrigation lines in each zone shall be opened and the line flushed for a minimum of one minute or longer as necessary until the water flows clear from the valve.
- Adjust the zone run times and number of watering days as necessary in response to current weather conditions to ensure optimal moisture is provided for proper healthy landscape growing conditions.

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

10.2.3 Spray patterns for all irrigation heads shall be adjusted, if required for proper coverage, when

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detected by the Contractor or as directed by the CFX Director of Maintenance.

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

10.3 Valve/Valve Boxes

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

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

11.0 PLANT REPLACEMENT

11.1 During the Contract term, any plant material under the care of the Contractor that dies or is severely damaged due to the negligence of the Contractor (as determined by the CFX Director of Maintenance) shall be replaced at no cost to the CFX. The CFX Director of Maintenance shall determine the extent of the lost / damaged material to be replaced and shall prepare a Plant Replacement List and Plant Replacement Map(s) to be forwarded to the Contractor. Upon receipt of the Plant List and Plant Replacement Map(s), the Contractor shall submit tentative installation schedule for review and approval. The Contractor shall begin the replacement effort within (30) days of receipt of the Plant List and Plant Replacement Map(s). The plant replacement installation work, once begun, shall proceed uninterrupted until completion and acceptance by the CFX Director of Maintenance. In the event that a required plant replacement effort is not performed as directed or is not performed within the time frame listed above, the CFX reserves the right to withhold the amount for the replacement material (based on average current industry costs) from the Contractor's monthly compensation until the work is completed to the CFX's satisfaction.

11.2 Restoration of existing landscape plantings that have been damaged, removed, or lost by no fault of the Contractor shall be repaired and replaced by the Contractor as directed by CFX Director of Maintenance. The work consists of providing all labor, **equipment**, materials and incidentals necessary to perform the site restorations, plantings, and establishment **watering**. Pricing for repairs and restoration shall be submitted to the CFX Director of Maintenance for review and approval prior to the performance of any work. The submitted costs shall include the cost of the removal of existing plant material and site restoration as directed by CFX Director of Maintenance, the price of the replacement material, installation, mulching, staking as necessary, establishment period maintenance, and a (365) days for shrubs, vines, and groundcovers; and a (730) days for trees and palms replacement guarantee. Establishment **watering** shall be provided by the Contractor as necessary to maintain the installed material in Florida No. 1 condition.

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Pricing for establishment watering shall be based on a Contractor submitted unit cost. The submitted establishment **watering** unit cost shall include the price of labor, equipment, and material to provide and apply 2,000 gallons of water to roadside locations as directed. Planting and watering costs and shall be paid for out of the Work Order / New Construction Allowance.

- 11.3 Upon completion of installation and acceptance by the CFX Director of Maintenance, the establishment period (365) days for shrubs, vines, and groundcovers; and a (730) days for trees and palms; shall begin during which the Contractor shall provide establishment watering and maintenance as necessary to promote optimal plant health.
- 11.4 Upon installation, the replacement material shall be included in the ongoing Contract scheduled and as directed maintenance tasks and applications (including pest / disease control, fertilization, etc.). Any additional mulching as necessary following planting shall be performed as directed by the CFX Director of Maintenance.
- 11.5 Payment for all Contract specified maintenance tasks and applications (including additional mulching) performed in the care of the replacement material shall be from the Work Order / New Construction Allowance and shall be based upon the current Contract Price Proposal unit costs.
- 11.6 During the establishment period, any plant material that shows indication of non-survival or lack of health and vigor, or which fails at any time to qualify for the minimum grade as originally specified, will be rejected by the CFX Director of Maintenance and shall be replaced, at no additional cost to the CFX, within (21) days of notification of rejection, The new material shall begin a one-year or two-year establishment period from the new date of installation.
- 11.7 All plant material provided by the Contractor shall be Florida #1 or better as outlined in the 'Florida Grades and Standards for Nursery Plant Material'. All plant material is subject to review and approval by the CFX Director of Maintenance.
- 11.8 The Contractor shall provide additional manpower and equipment as necessary to complete the plant replacement projects within the time frame of the approved installation schedule. The manpower and equipment provided shall be in addition to the minimum required (as stated in section 2.3) for the accurate performance of the Contract specified and directed maintenance tasks and applications.
- 11.9 All operations and procedures stated in section 4.0 shall be strictly adhered to in the performance of any plant replacement projects, particularly the safety requirements for roadside operations. Watering trucks shall have an arrow board that adheres to current MUTCD standards while operating on roadsides. All operational procedures are subject to review and approval of the CFX Director of Maintenance.

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- 11.10 Any lane closures required for the installation of material shall be performed as per CFX and MUTCD standards.

12.0 ADDITIONS TO PROJECT SCOPE

During the three (3) year Contract term and possible two (2) one-year extensions, it is anticipated that numerous landscape improvement projects on the CFX system will be designed, completed, and added to the Contract scope. The Contractor shall inspect the newly installed material under each project and notify the CFX Director of Maintenance as to any problems or concerns that should be addressed prior to accepting the improvements for maintenance. Upon acceptance of the project for maintenance, the Contractor assumes full responsibility for the continued health of the plant material. Any material lost or damaged after acceptance due to negligence on the part of the Contractor (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor at no cost to the CFX. The Contractor will not be responsible for plant material lost due to uncontrollable circumstances (i.e., traffic accidents, incurable plant diseases - Ganoderma Zonatum, damage by others, etc.). The Contractor may submit, for review by the CFX Director of Maintenance, any requested changes to the price proposal based on the lowest unit costs from the initial Contract pricing or current pricing in effect based on CPI index changes incorporated for renewal years 4 thru 5.

Upon receipt of written acceptance by the Contractor of the landscape improvements, the Contractor shall begin performance of all maintenance tasks pertaining to the newly added material as per the Contract specifications and the Annual Landscape Maintenance Schedule. The Contractor is responsible for the performance of all scheduled tasks from the start date noted by the CFX Director of Maintenance.

13.0 ROADWAY CONSTRUCTION PROJECTS

During the Contract term, sections of the CFX system may be removed from the Contract scope due to ongoing roadway improvement construction projects. When landscape improvements currently maintained under the Contract are removed from the project scope, the cost to CFX for the maintenance tasks to be performed in those areas shall be deducted from the monthly invoices submitted by the Contractor. The amount of the construction deduction shall be calculated based on pricing from the Price Proposal, required maintenance tasks listed in the Annual Maintenance Schedule, and plant material and right of way area quantities determined from site maps and field inventories. The CFX Director of Maintenance will forward to the Contractor a spread sheet identifying the information used to determine each monthly deduction and a listing of the deduction totals. The information shall be sent via email no later than one week prior to the end of each month.

14.0 EMERGENCY RESPONSE

- 14.1 General

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The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc., stipulated in this Scope of Services. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by the Contract.

Response time, unless otherwise directed by the CFX Director of Maintenance, required by the Contractor for various maintenance activities is as follows (none posing a public safety hazard):

- Irrigation adjustments (controller, valves, spray heads) - 24 hours
- Removal of litter / debris generated by landscape maintenance activities - 24 hours
- Standard repairs - one week
- Plant material replacement – one month

Should the Contractor fail to respond to a request for any services addressed herein within the required allotted time, the CFX will, at the Contractor's sole expense, provide the requested services.

14.2 Emergency Response Plan

The Contractor shall develop, prepare and implement an Emergency Response Plan (ERP) to address emergency situations including, but not necessarily limited to:

- Irrigation line breaks
- Irrigation equipment failures
- Downed trees

Additionally, the ERP shall address the following:

- Responsible parties to be notified.
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency.
- Procedures for notifying the CFX Director of Maintenance, utility companies and others affected by the listed emergency.

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

15.0 WORK ORDER / NEW CONSTRUCTION ALLOWANCE

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- 15.1 The CFX has established a Work Order / New Construction Allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated as new landscape construction projects or repair and renovation areas added to the Contract scope.
- 15.2 Unless necessitated due to Contractor negligence or failure to perform, payment will be made to the Contractor from the Work Order / New Construction Allowance for the following work activities authorized and accepted by the CFX Director of Maintenance:
1. Tree removal and disposal (solid trunk with 3"+ caliper).
 2. CFX Director of Maintenance directed cycles/frequencies of mowing, weed/disease/insect control, fertilizer/fungicide applications, plant/tree trimming, pruning and shaping exceeding the cycles/frequencies specified herein.
 3. Irrigation system repairs (Repair/replacement of pumps, timers, and control valves only) and modifications / additions to systems as directed by the CFX Director of Maintenance.
 4. CFX directed plant replacement (repair and renovation projects). (Not due to Contractor negligence)
 5. Work performed as directed by CFX Director of Maintenance in areas removed from the project scope due to roadway construction.
 6. Work performed for the CFX, as directed by CFX Director of Maintenance, that is not included in the project scope.
 7. Addition of completed landscape construction project improvements into Contract scope.
 8. The performance of supplemental watering as necessary to help maintain the health of existing material during periods of severe drought.
- 15.3 Any amount remaining in the Work Order / New Construction Allowance upon completion and acceptance of the project remains the property of the CFX.

16.0 CONTRACT TERM AND BEGINNING WORK

- 16.1 Following execution of the Contract, the CFX will issue to the Contractor a written Notice to Proceed for the project.
- 16.2 The Contract term will be three (3) years with an option to extend the Contract for 2 one-year renewal periods. Exercise of the options will be made at the sole discretion and election of CFX. CFX will provide written notice of its exercise to the Contractor at least 120 days prior to the expiration of the initial three-year Contract Term. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within

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S.R. 528, S.R. 429, S.R. 451, and S.R. 414

30 days from the date the Contractor receives CFX's notice of intent to exercise the option. The Contractor shall provide to CFX within that same 30-day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the Contractor are agreed to by CFX, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.

17.0 ATTACHMENTS

- 17.1 Attachment #1 – Annual Maintenance Schedule
- 17.2 Attachment #2 – Turf Management Area Reference Maps (Mowing Areas)
- 17.3 Attachment #3 – “No-Mow” Area Reference Maps


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM


TO: CFX Board Members

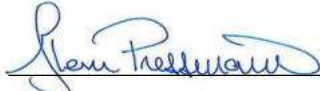
FROM: Aneth Williams 
Director of Procurement

DATE: September 15, 2022

SUBJECT: Approval of American Lighting and Signalization, LLC and KNL Maintenance LLC as Subcontractors to Louis Berger Hawthorne Services, Inc. for Roadway and Bridge Maintenance Services – SR 429, SR 414, SR 451 and SR 453
Contract No. 001821

Board approval of American Lighting and Signalization, LLC and KNL Maintenance LLC as subcontractors to Louis Berger Hawthorne Services, Inc. to provide highway lighting maintenance, guardrail, sign, fence repair and maintenance of traffic services, is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance


Glenn Pressimone, PE

Revised

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Louis Berger Hawthorne Inc. Date: August 19, 2022

CFX Contract Name: Roadway and Bridge Maintenance Services SR429, SR414, SR451 and SR453

CFX Contract No.: 001821

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: American Lighting Signalization, LLC.

Address: 2604 Tampa East Blvd., Suite C, Tampa, Florida 33619

Phone No.: (407)947-4766

Federal Employee ID No.: 59-2554039

Description of Services to Be Sublet: Highway Lighting Maintenance

Estimated Beginning Date of Sublet Services: ~~September 23, 2022~~ October 2022

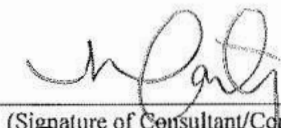
Estimated Completion Date of Sublet Services: April 30, 2027

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: _____

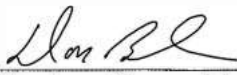


(Signature of Consultant/Contractor Representative)



Nikki Carthy, Project Manager

Title

Recommended by: 
(Signature of Appropriate CFX Director/Manager)

Date: Aug 26, 2022

Approved by: Glenn Pressimone
Glenn Pressimone (Aug 27, 2022 08:45 EDT)
(Signature of Appropriate Services Chief)

Date: Aug 27, 2022

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Louis Berger Hawthorne Services, Inc.

Consultant/Contractor: KNL Maintenance LLC

Date: August 31, 2022

CFX Contract Name: Roadway and Bridge Maintenance Services SR429, SR414, SR451 and SR453

CFX Contract No.: 001821

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: KNL Maintenance LLC

Address: 18051 Alt Street, Spring Hill, Florida 34610

Phone No.: (352)584-3991

Federal Employee ID No.: 84-3167292

Description of Services to Be Sublet: Guardrail, sign, fence repair and MOT

Estimated Beginning Date of Sublet Services: October 1, 2022


Estimated Completion Date of Sublet Services: April 30, 2023

Estimated Value of Sublet Services*: \$177,500.01

*(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)
Nikki Carby, Project Manager


Louis Berger Services

Title

Recommended by: _____



(Signature of Appropriate CFX Director/Manager)

Date: Sep 8, 2022

Approved by: _____

Glenn Pressimone

Glenn Pressimone (Sep 9, 2022 07:27 EDT)

(Signature of Appropriate Services Chief)

Date: Sep 9, 2022


Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 22, 2022

SUBJECT: Approval of Supplemental Agreement No. 2 with Quest Corporation of America, Inc. for Public Information Services
Contract No. 001298

Board approval of Supplemental Agreement No. 2 with Quest Corporation of America, Inc. in the amount of \$160,000.00 with a time extension ending January 8, 2023 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes providing public information support for projects in the Five-Year Work Plan.

Original Contract	\$ 1,305,752.36
Supplemental Agreement No. 1	\$ 677,592.00
First Renewal	\$ 494,337.39
Second Renewal	\$ 875,721.48
Supplemental Agreement No. 2	<u>\$ 160,000.00</u>
Total	\$ 3,513,403.23

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

Reviewed by: Angela Melton
Angela Melton
Director of Public Outreach & Communications


Michelle Maikisch

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Public Information Services

Contract No: 001298

This Supplemental Agreement No. 2 entered into this 13th day of October 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and QUEST CORPORATION OF AMERICA, INC., a Florida corporation, registered and authorized to do business in the State of Florida, hereinafter called the (“Contractor”), the same being supplementary to the second renewal of the original Contract (dated November 9, 2017 with a Notice to Proceed date of November 9, 2017) and a second renewal between the aforesaid, for a one year period beginning November 9, 2021, and ending November 8, 2022, for public information services, (the “Renewal Agreement”).

CFX has determined it necessary to extend the term of the second renewal to January 8, 2023, and

1. Contractor hereby agrees to the extension of the term of the second renewal with an increase of \$160,000.00 to the contract amount.
2. 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 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 waiver of all future rights for additional compensation which is not already defined herein.

This Supplemental Agreement No. 2 is necessary so that the Contractor 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. 2

Contract Name: Public Information Services

Contract No.: 001298

Cost of additional services: \$160,000.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

QUEST CORPORATION OF AMERICA, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: 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. 001298**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 12th day of August 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Quest Corporation of America, Inc., a Florida corporation, 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, on November 9, 2017, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”), whereby CFX retained the Contractor to perform public information services and related tasks as may be assigned to the Contractor by CFX; and

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

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on November 9, 2021 and end on November 8, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$875,721.48 (“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.

QUEST CORPORATION OF AMERICA, INC.

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: Diane Hackney
Print Name: Diane Hackney
Title: Assistant Vice President

By: Aneth Williams
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this 28th day of August, 2021 for its exclusive
use and reliance.

By: Elisa DiGrazia
Print Name: Elisa DiGrazia

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

By: Robyn Tonne
Print Name: Robyn Tonne

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001298**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and QUEST CORPORATION OF AMERICA, 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 November 9, 2017, (collectively, the "Original Agreement"), with a Notice to Proceed date of November 9, 2017, whereby CFX retained the Consultant to perform public information 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 Initial CFX Contract, which renewal shall begin on November 9, 2020 and end on November 8, 2021 ("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 **Exhibit "B"** of the Original Agreement, in an amount up to \$494,337.39 ("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.

QUEST CORPORATION OF AMERICA, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: *Diane Hackney*
Print Name: Diane Hackney
Title: Assistant Vice President

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.08.31 20:12:13 -04'00'
Aneth Williams, Director of Procurement

ATTEST: *Jessica Francis* (SEAL)
Jessica Francis

Secretary or Notary
If Individual, furnish two witnesses:

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

By: *Elisa DiGrazia*
Print Name: Elisa DiGrazia

By: Diego "Woody" Rodriguez Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.08.31 13:48:21 -04'00'
Diego "Woody" Rodriguez, General Counsel

By: *Kimberly Licari*
Print Name: KIMBERLY LICARI



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PUBLIC INFORMATION SERVICES
CONTRACT NO. 001298

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 13th day of June 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and QUEST CORPORATION OF AMERICA, INC. (the "Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on November 9, 2017, entered into an Agreement whereby CFX retained the Contractor to provide public information services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$677,592.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Contractor hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated November 9, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$677,592.00 which shall make the total not-to-exceed amount of the Contract \$1,983,344.36

CFX and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Contractor's waiver of all future rights for additional compensation which is not already defined herein.

'19 JUN 17 AM 10:15

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on June 13, 2019.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

QUEST CORPORATION OF AMERICA, INC.

By: 
Diane Hackney
Print Name


Title: Assistant Vice President

Witness: 

Date: 6/14/19

'19 JUN 17 AM 10:15

Approved as to form and execution, only.


General Counsel for CFX

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
QUEST CORPORATION OF AMERICA, INC.**

PUBLIC INFORMATION SERVICES

CONTRACT NO. 001298

**CONTRACT DATE: NOVEMBER 9, 2017
CONTRACT AMOUNT: \$1,305,752.36**

**CONTRACT, SCOPE OF SERVICES, PRICING SHEET,
METHOD OF COMPENSATION, AND POTENTIAL
CONFLICT DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES, PRICING SHEET, METHOD OF
COMPENSATION, AND POTENTIAL CONFLICT DISCLOSURE FORM**

PUBLIC INFORMATION SERVICES

CONTRACT NO. 001298

NOVEMBER 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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	Exhibit "B" PRICING SHEET	B-1
	Exhibit "C" METHOD OF COMPENSATION	C-1 to C-3
	Exhibit "D" POTENTIAL CONFLICT DISCLOSURE FORM	D-1 to D-6

CONTRACT

This Contract is made this 9TH day of November 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 Quest Corporation of America, Inc., a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 17220 Camelot Ct., Land O' Lakes, FL. 34638, hereinafter "the CONTRACTOR."

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Public Information Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about August 14, 2017, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; and

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The not-to-exceed Contract Amount for the Initial Contract Term is \$1,305,752.36 as outlined in Option 1 of the Pricing Sheet attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "C"** and incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have

been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

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

5. PUBLIC RECORDS

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

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

1. Keep and maintain public records required by the public agency to perform the service.

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "D."**

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

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

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

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance

coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

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

8.6 **Information Security/Cyber Liability Insurance** to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (**Only applicable for Vendors supplying technology related services and or products**)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

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

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

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and

- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

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

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

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

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. NONDISCRIMINATION

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

14. 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 individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

Kathy Putnam, Senior PIO	Cliff Davy, Senior PIO
Shari Croteau, PIO	Sara Shepherd, PIO
Lisa Mark, PIO	

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 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, 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, are listed above 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 first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

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

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances.

Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors
Environmental Transportation Planning - VN# 30832
Greenlando Consulting -

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

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

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The

Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. 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.

20. 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.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real

property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

22. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

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.

25. 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.

26. 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:

26.1 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

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 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.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 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

27.2 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.

28. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

28. ASSIGNMENT

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

29. E-VERIFY

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

30. 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.

31. 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: Joe Passiatore, General Counsel

Contract No. 001298

CONTRACTOR: QUEST CORPORATION OF AMERICA, INC.
17220 Camelot Court
Land O' Lakes, Florida 34638
ATTN: Diane Hackney

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Pricing Sheet

Exhibit "C" Method of Compensation

Exhibit "D" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. 001298

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 9, 2017.

ACCEPTED AND AGREED TO BY:

QUEST CORPORATION OF AMERICA, INC.

By: *J. M. Cafranca*
Vice President
Title

ATTEST: *Diane Heckney* (Seal)

DATE: *11/16/17*



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Bill*
Director of Procurement

2017 NOV 20 AM 9:39

Print Name: *Aneth Williams*

Date: *12/13/17*

Approved as to form and execution for the use and reliance by CFX only.

Joseph J. Lassiter
General Counsel for CFX

**SCOPE OF SERVICES
PUBLIC INFORMATION SERVICES
CONTRACT NO. 001298**

1.0 GENERAL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials necessary to provide services. It contains work tasks believed necessary for public information services for projects included in the Central Florida Expressway Authority's (CFX) 5-year work plan, excluding Wekiva Parkway projects, as approved at the time of proposal and including any subsequent updates that occur during the course of the contract period that meets CFX's needs.

2.0 CONTRACTOR SERVICES

The Contractor shall provide qualified professional, technical and support personnel to perform the work and provide the expertise and resources required by CFX. The Contractor shall work closely with CFX's Public Outreach and Communications Team and designated Project Manager in providing the services included in this Scope of Services, as directed by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. All work performed by the Contractor shall be specifically authorized and approved in advance by CFX. Should there be circumstances in which new or replacement personnel is required during the contract period, the Contractor will notify and present such changes in advance of making any changes to CFX.

2.1 Public Involvement

Overview

The Central Florida Expressway Authority (CFX) understands that extensive public involvement is needed through all phases of a project, from the early planning stages through the end of construction. CFX is in compliance with Florida Department of Transportation (FDOT) public involvement policies, practices and other legal foundations for public involvement as outlined in the FDOT *Public Involvement Handbook* (July 2015). The FDOT *Public Involvement Handbook* provides techniques and methods to encourage meaningful public participation throughout the transportation decision-making process. It also provides guidance for developing and implementing effective public involvement activities during PD&E, Design and Construction that meet and/or exceed state and federal requirements.

2.1.1 Public involvement includes communicating to and receiving information from all interested persons, groups and government organizations information regarding the development of a project. The Contractor, per the direction of the Project Manager, shall scale public involvement efforts to match the magnitude and complexity of each construction project.

2.1.2 The Contractor shall provide the Project Manager with drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, elected/appointed/stakeholder mailing lists, advertisements, fact sheets, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and/or distribution.

2.1.3 In addition to public involvement data collection, the Contractor shall assist CFX in preparing responses to any public inquiries as a result of the public involvement process. The Contractor shall keep detailed records of all contact with the public on behalf of CFX (See Section 2.3.7 - Project Database).

2.1.4 The Contractor shall provide all support necessary for CFX to hold or participate in various public meetings and events. For any of public meetings, the Contractor shall prepare and/or provide as directed by CFX:

- Scripts or agenda for presentation.
- Handouts, name tags and sign in sheets
- Graphics for presentations
- Photos from events and public meetings
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements. The Contractor may, at CFX's sole discretion, be required to pay for the cost of publishing and will be reimbursed through the Allowance for Assignment Expenses
- Letters for notification of elected and appointed officials, property owners and other interested parties. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses
- News releases and social media posts / notifications, for use three to five days prior to meeting
- Summary notes of meetings to be provided to CFX no later than 5 business days after the meeting
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff

2.1.5 The Contractor shall research potential meeting sites to advise CFX on their suitability. The Contractor may, at CFX's sole discretion, be required to pay all costs for meeting site rents and insurance and be reimbursed through the Allowance for Assignment Expenses.

2.1.6 The Contractor shall attend the meetings with an appropriate number of personnel to assist CFX's Project Manager and Communications Team.

2.1.7 In addition to scheduled public meetings, the Contractor may, at CFX's sole discretion, be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The Contractor's participation may include but not limited to, participation during the meeting, note taking, and summarizing the meeting in a memo to the file.

2.1.8 The Contractor shall work directly with the CFX's Project Manager to identify and execute community outreach opportunities related to projects included in the 5-year work plan. This may include meetings and/or presentations with Homeowners' Associations, PTO's, local government or community organizations, businesses or other groups as identified.

2.1.9 The Contractor, as directed by the Project Manager, shall coordinate and conduct a pre-construction public meeting with the engineering and/or construction teams at least one month prior to the start of major construction projects.

2.1.10 Special Meetings - When a specific issue arises that requires immediate attention, the Contractor shall, as directed by CFX' Project Manager, arrange field meetings with residents and/or business owners to address their issues directly and quickly.

2.1.11 The Contractor shall provide staffing support, as directed by CFX's Project Manager, for public events and festivals.

2.1.12 The Contractor shall identify opportunities to conduct educational outreach and, with approval from CFX, present to area schools students (such as participation in Orange County Public School's 'Be A Teacher For A Day' program).

2.2 Public Hearings

2.2.1 The Contractor shall follow guidelines set forth by the Florida Department of Transportation's Public Involvement Handbook as it pertains to the requirements for Public Hearings including the following:

2.2.2 Public officials and Agency letters. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

2.2.3 Property owner letters. The Contractor shall provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

2.2.4 The Contractor shall provide the following items for public hearings:

- All elements of the multi-media presentation
- Graphics and photographs
- Displays of plans and report(s) for the public display
- Prepare a sufficiency review with the project team and CFX staff at least one week prior to the public hearing for the review of all meeting materials

- Brochures and/or handouts (printed in sufficient numbers to accommodate the number of attendees)
- Prepare public advertisements
- Court Reporter
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff

2.2.5 The Contractor shall procure a verbatim transcript of the Public Hearing. The Contractor shall combine the transcript with any letters received by CFX as part of the public hearing record, affidavits of publication of legal ads and shall provide copies of the transcript for CFX's use. The Contractor shall also prepare a Public Hearing Summary and Transcript if the project will be processed as a Categorical Exclusion.

2.3 Public Information

2.3.1 The Contractor shall prepare a Community Awareness Plan (CAP) for each project at a minimum of 6 weeks prior to the start of construction. The objective of the CAP is to establish a clear plan on how the stakeholders (local governments, property owners, tenants, businesses, motorists and the public) will be notified of the planned project and how they will continue to be informed throughout construction. The CAP contains a comprehensive inventory of project stakeholders and identifies potential challenges and issues that might arise during construction. The CAP also identifies potential challenges and serves as a proactive 'road map' of how the public involvement effort will address those challenges.

2.3.2 Project Factsheets - Following Florida's Plain Language Initiative Guidelines, the Contractor shall create customized Fact Sheets for CFX construction projects. The Fact Sheets provide a project overview (including the scope, limits and duration), a map graphic and details noting the benefits of the project. The Contractor shall disseminate the Fact Sheets to the project stakeholders prior to the start of construction and place them on the project webpage on CFX's website.

2.3.3 Website – CFX creates a unique section on our website for current and planned construction projects containing project information, maps, pictures and even videos. The Contractor shall submit project updates directly to CFX' website as appropriate. The Contractor, at CFX's sole discretion, may also be required to create project web pages/websites throughout the planning and construction process.

2.3.4 Construction Alerts – The Contractor shall prepare and distribute, following the review and approval of CFX's Project Manager, construction alerts about construction-related closures and detours. The construction alerts shall describe the traffic impacts, provide a brief summary of the construction project and a point of contact for additional information. The Contractor shall email the alerts to the media, emergency services and other stakeholders. The Contractor shall also post the alerts on CFX's website.

2.3.5 Additional Notifications – To provide advanced information about major construction-related events, the Contractor shall coordinate with CFX to send customized email alerts to E-PASS customers. The email alerts shall be sent approximately 2-3 days prior to the scheduled construction event and shall be targeted to E-PASS customers that travel through the specific work area.

In cases where construction may impact nearby homes or businesses (such as night work, pile driving, or street closures), the Contractor shall prepare and distribute Door Hanger Flyers (typically double-sided with one English side and one Spanish side). The door hangers shall provide details about the work, the possible impact and a point of contact for questions or additional information.

In unique cases when a major travel impact is planned, the Contractor shall coordinate with CFX to design and print flyers to be distributed to customers using the Cash/Receipt lanes at Main Toll Plazas. The flyers are typically distributed 4-5 days prior to the scheduled work.

2.3.6 The Contractor shall respond to calls to CFX's public information cell phone hotlines within one hour of receipt, or the morning of the next business day if received after hours or on the weekend. CFX will provide the phones and service.

2.3.7 Project Database – the Contractor shall create a customized database for each construction project. The Contractor shall continuously update the databases with a comprehensive record of all contacts made, action taken, and information received and disseminated throughout the life of each construction project. The Contractor shall provide CFX's Communications team a weekly report for each of the active projects or as requested.

2.3.8 Media Outreach - Reaching out to the media to make them aware of pending projects and major activities helps CFX to foster trust and openness. The Contractor shall be responsible for all press releases to media (TV, radio, newspapers) regarding any forthcoming lane closures, traffic detours, etc. All press releases and construction alerts should be submitted to CFX's Project Manager at least three (3) days prior to the distribution deadline. The Contractor is also required to conduct media outreach and interviews as directed by CFX. The Contractor shall carbon copy CFX's communication team on all media related emails and notify CFX of any and all media inquiries in a timely manner. The Contractor shall also maintain a comprehensive Media Contact database for use in media outreach efforts.

2.3.9 Social Media - The Contractor is required to post construction and project alerts on CFXway.com and post social media updates as directed to CFX's social media platforms.

2.3.10 Weekly coordination meetings - The Contractor shall prepare the Agenda for the weekly PIO Coordination meetings with CFX's Public Outreach and Communications team.

2.3.11 Newsletter content - CFX sends out a monthly electronic newsletter, *Driving CFX*. The newsletter shares CFX information and updates. The newsletter is emailed to drivers who sign up online at www.CFXway.com. CFX also distributes a monthly newsletter, *Leading CFX*, to elected officials and transportation stakeholders. The Contractor will submit articles and photos monthly for the CFX newsletter.

2.3.12 The Contractor shall provide the CFX Public Outreach and Communications team with brief and timely project updates that will be distributed through an email to elected officials and key stakeholders by the CFX team.

2.3.13 The Contractor shall track and coordinate any project related damage claims.

2.3.14 The Contractor shall attend project progress meetings.

2.3.15 The Contractor shall take meeting notes as necessary.

2.4 **Quality Control**

The Contractor shall provide a detailed plan of quality control measures to be implemented in this contract and ensuring that all work meets CFX standards and criteria. The plan should outline processes for the measures and ensure that individuals performing quality checks are not directly involved with the day to day tasks but an oversight group of qualified contractor team members.

3.0 **ADDITIONAL SERVICES**

Additional services may be assigned to the Contractor in accordance with this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 19, 2022

SUBJECT: Approval of Supplemental Agreement No. 13 with Atkins North America, Inc. for
Toll System Upgrade Project
Contract No. 000821


Board approval of Supplemental Agreement No. 13 with Atkins North America, Inc. for a not-to-exceed amount of \$1,782,107.93 and time extension to June 24, 2024 is requested. This date coincides with the anticipated completion date of the Toll System Upgrade contract with TransCore LP. The original contract was for 300 days with optional extensions.

Approval of the extension will waive the requirement in the Procurement Policy which limits extensions to a maximum of five (5) one-year periods. Staff believes the waiver is justified to ensure Atkins' availability and commitment of its key personnel and to maintain continuity in the management and coordination of this complex and specialized project.

The work to be performed includes program support, system dashboard development, testing oversight, system acceptance activities and operations support and monitoring.

Original Contract	\$ 725,000.00
Supplemental Agreement 1 – 12	\$ 4,333,800.80
Supplemental Agreement No. 13	\$ <u>1,782,107.93</u>
Total	\$ 6,840,908.73

This contract is included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: 

Joann Chizlett
Director of Special Projects



Jim Greer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 13

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 13 entered into this 13th day of October 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and ATKINS NORTH AMERICA, INC., (“CONSULTANT”), the same being supplementary to the Contract between the aforesaid, dated August 10, 2010 for services pertaining to toll collections system replacement consultant services, (“the Contract”).

1. CFX wishes the CONSULTANT to provide additional program support and development of analytic tools to monitor and engineering services in support of the Toll System Upgrade Project. As detailed in the attached Exhibit “A” with an increase in compensation of \$1,782,107.93 and an extension of the Contract term to June 24, 2024.
2. The CONSULTANT hereby agrees to provide the additional services with an increase in compensation both as detailed in Exhibit “A” and an extension of the term of the Contract to June 24, 2024.
3. CFX and CONSULTANT agree that this Supplemental Agreement No. 13 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. 13; that acceptance of this Supplemental Agreement No. 13 signifies the CONSULTANT’S waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 13 is necessary provide additional services, increase the compensation to the CONSULTANT and extend the term of the Contract.

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.

SUPPLEMENTAL AGREEMENT NO. 13

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Cost of additional services: \$1,782,107.93

This Supplemental Agreement No. 13 entered into as of the day and year first written above.

ATKINS NORTH AMERICA, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: Aneth Williams
Title: Director of Procurement

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

FROM: Tom Knuckey, PE
TO: Joann Chizlett
DATE: August 30, 2022
SUBJECT: **New Supplemental Agreement No. 13 - Toll System Implementation Support, Project 000821**
ATTACHMENTS: **Fee Estimate, Report List**

In a follow up to several conversations recently between CFX and Atkins, we are submitting this scope of work for the new Supplemental Agreement (SA) No. 13, Toll System Upgrade Project (TSUP). This scope of work is in response to CFX’s request for Atkins continued program support and development of analytic tools to monitor and engineering services in support the TSUP. Atkins’ services supporting the implementation of the toll system will include project management support and technical support to assist CFX with its management of the completion and operations of the Toll System. Atkins will assist in the review of the Contractor’s documents to verify that the system is consistent with the project requirements; and to assist CFX with testing oversight, acceptance activities and operations monitoring. Atkins’ fee estimate provides a budget for the level of effort expected based on discussions and direction from CFX. However, the actual project support needed over the term of this Task may be more or less than the estimated budget amount.

A summary of the previous agreement to-date and the requested Supplemental Agreement No. 13, Task 20, budget is listed in the table below.

Summary of Project Budget – Agreement 000821

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$ 725,000.00
Supplemental Agreement No. 1	0.00
Supplemental Agreement No. 2	9,362.49
Supplemental Agreement No. 3	0.00
Supplemental Agreement No. 4	0.00
Supplemental Agreement No. 5	262,000.00
Supplemental Agreement No 6	165,600.00
Supplemental Agreement No 7	0.00
Supplemental Agreement No 8	32,492.15
Supplemental Agreement No 9	156,084.16
Supplemental Agreement No 10	97,662.00
Supplemental Agreement No 11	0.00
Supplemental Agreement No 12 Amd 1 (2015-2022)	3,610,600.00
<i>Supplemental Agreement No 13 (Proposed) (2023-07-2024)</i>	<i>\$1,782,107.93</i>



Current Total Revised Contract Amount (Sup 1-12)	\$ 5,058,800.80
<i>Proposed Total Revised Contract Amount (Sup 1-13)</i>	<i>\$6,840,908.73</i>

It is understood that the Contract time extension for this activity is **through June 24, 2024**.

1 – Task Scope of Work

The task is understood to be both continued TSUP oversight of the deployment and completion of the testing, support of the operations of the TSUP contract, and development of Power BI and other reports and dashboard at CFX request to monitor the TSUP operations as well as technical engineering support for tolling throughout CFX’s system. The work also includes analytics and monitoring support the toll system performance. The work is generally broken into the areas below.

Program Management and Coordination

This task consists of overall program management and administrative support for the duration of the implementation of this task.

Atkins will provide general program management and coordination support during the completion of the TSUP close out activities and support of CFX during the operations phases of the TSUP work as it relates to supporting CFX with oversight the toll system.

Atkins will assist with meeting arrangements and preparations, facilitation and following-up for project meetings. Atkins will also coordinate meeting agenda items, maintain a project action item tracking list, monitor project progress, review Contractor monthly maintenance progress reports and schedule updates. Atkins will also assist with administration of the document submittal and control process, facilitate any necessary document reviews, assist with contract administration, and administration of project close-out.

Atkins will provide support for document administration and control, coordination of document reviews, tracking of review comments and final disposition of comments for those project documents that are submitted through or handled by Atkins. (It is understood that CFX expects the Contractor to submit some deliverables for review directly to CFX rather than through Atkins.) For this effort, Atkins plans to use either the Contractor’s or CFX’s hosted Microsoft SharePoint application to share documents, maintain document control versions, and other project management tools to facilitate effective communications.

Atkins will also provide support during the project close-out, verifying that all required documents are provided, necessary punch lists are completed, and that other items necessary for the closing of the project are completed.



This work also includes Atkins' internal project management and administration, progress reporting and invoicing.

Deliverables: Meeting agendas, summary-level notes from kickoff meetings, and progress reports with Atkins invoices.

TSUP Installation Closeout

Atkins will support the closeout of the TSUP installation activities including PAT reports, as-built drawing reviews, and Final System Acceptance Testing and documentation close out. As existing facilities are expanded and when new locations are brought on to the system Atkins will provide support of commissioning reporting and testing. Atkins will break these new commissioning activities out separately so they can be assigned to appropriate CFX cost programs.

During the effort, Atkins will provide data review of system performance, monitoring appropriate reporting and tracking tools of the system, and support CFX request related to the closeout of the installation and testing efforts.

Atkins will participate in the development and execution of the Final System Acceptance Testing (FSAT) efforts and support CFX in the analysis and completion of the system acceptance activity. This is expected to include the review of TSUP contractor submittal and test documentation.

Operations Support

In this phase, Atkins will provide limited general project management oversight of the system operations and monitoring of TSUP contractor and system performance. This will include daily monitoring and auditing of data and reports indicating the system function and performance. The Monthly Maintenance Performance Report submitted by the TSUP contractor will be reviewed for SLA compliance.

This will include monitoring reports and trend analysis to support CFX efforts to oversee the TSUP contractors' maintenance and operations performance. Atkins prepare assessment of the irregularities in the revenue collection, that may lead to recovery of damages from the TSUP as necessary.

As part of this monitoring work Atkins will evaluate pre and post plaza software updates, and the TSUP Maintenance Management Center (MMC) performance related to work order resolutions. Additionally, Atkins will provide data mining and trend data to help with the efficient detection and support resolution of the TSUP related system issues.



New Installations, Commissioning & Testing

In this phase, Atkins will provide limited project management oversight for the implementation, installation, commissioning and testing of the new toll system at new lane or plaza locations as part of responding to CFX additions and changes to the Agency toll locations.

This effort will include Atkins support and participation in the lane commissioning process and documentation of the commissioning activities. Atkins will provide a high-level review of the as-built documentation Toll lanes developed by the TSUP contractor for any of these new lane commissioning.

Final System Acceptance

In this phase, Atkins will provide project management support for oversight of the toll system's Final System Acceptance and Final System Acceptance Testing (FSAT). As part of this phase, Atkins will support of the development of FSAT, provide oversight and review of the SAT, review Contractor's submittals, test results, and general support for SAT and Final Acceptance.

Business Intelligence, Reporting and Monitoring Support

Atkins will provide Business Intelligence (BI) support staff to develop dashboards and tools in the CFX infinity data environment to support the operations and maintenance of the CFX Infinity Toll System. The intent of this task is to be able to weigh transactional data results by plaza traffic volumes, and revenue volumes to report areas of most significant concerns and help manage TransCore system performance.

Business Intelligence dashboards results will be able to be sorted data by date/time, plaza location, lane number, lane type and other filters as possible. The resulting BI analytics will be developed for CFX use in SLA measurements and system health status to detect tolling equipment issues in a timely manner through dashboard review and then through implementation of alerts. Included in the effort will be a determination if alerts can be set on certain metrics that exceed threshold ranges high or low.

Atkins will provide support in interpreting the data, and monitoring support as requested by CFX. This will be accomplished by frequent meetings, discussions, and support in monitoring and reporting on the toll system performance.

Atkins will also attempt to develop predictors to estimate where preventative and predictive maintenance is most needed to minimize Maintenance of Traffic Costs. Atkins will also attempt to develop a solution to streamline the approval and notification process for all roadway closures that require maintenance of traffic.

Atkins will develop tools based on CFX preferences and is willing to change report priorities and content at CFX direction. The approach to develop each report will begin with a brainstorming session with CFX to discuss possible layouts, and how data will be used. From this, the Atkins team will develop and provide sample screen Power BI formats for CFX to review and adjust. Then

development will begin and there will be various workshops/meetings during the development of each report for CFX to review and modify the Power BI screens and functions. Sprints with reviews will be conducted regularly for CFX input in the development of the Power BI Formats. Development of the tool will be in the CFX domain and follow CFX procedures. The following is a draft of report areas included in the development of analytical dashboards for operations and performance monitoring (detailed listing is attached):

	Report Name	Priority
1	ETC Fare Validation – E-PASS – Other Roadways	High
2	1260 Traffic Report	High
3	Infinity Users	High
4	MOMS Health Status	High
5	CPC Transmission Time	High
6	AVC Report	High
7	ACM Report	High
8	Preventative Maintenance Report	Medium
9	Revenue Impact Report	Medium
10	Automation % QFREE vs OCR over 900	Medium
11	Mainline ACM Multi-Axle (Customer Caused Leakage) Report	Medium
12	CSC Transmission Time	Medium
13	Lane Mode/State Status (Pending)	Medium
14	Toll Rate Verification Report	Medium
15	Tolling Traffic vs. ITS Traffic Sensors	Low
16	MOMS Historical Trend	Low
17	Lane software component version	Low
18	Transaction ID Verification	Low
19	Health Status Indicator Monitoring	Low
20	Bit Flipping	Low
21	CFX Transaction Flow Monitor	Low
22	PSO Report Re-creation	Low
23	DailyTransStatus Re-creation	Low

And other reports as directed by CFX. Note that reporting needs and their priorities are subject to change based on CFX’s needs.

Engineering Support for TSUP

Atkins will provide Engineering support for Tolling Design plan reviews, Construction shop drawings reviews and general maintenance oversight including email scanning, performance monitoring and determining if work orders have been logged correctly. Additionally, Atkins will support the review or development of specification design guidelines, and support and assistance to convert bid payment



methods for toll facilities from lump sum to specific pay item based current practices in Florida. This may effort may be in conjunction and coordination with CFX GECs and GSCs staff.

1. Atkins Resources Approach

The Atkins team will be led by Tom Knuckey, PE, as Project Manager, and will include dedicate support from Nicole Villegas, PE, Luc Nguyen toll analyst, and the Atkins resource directly supporting CFX on as needed basis. Martha Jimenez and Leo Torres will be the software leads, additional software resources will be used as needed to provide the technical development of creating and maintaining.

The proposed key personnel are experienced in this work, located in Orlando, and very familiar with contract requirements having supported the prior tasks related to the development of the RFP, and implementation and testing of the TSUP (Toll System Upgrade Program) project.

- Tom Delaney, Principal-in-Charge
- Tom Knuckey, P.E., Project Manager
- Nicole Villegas, P.E., Deputy Project Manager
- Luc Nguyen - Analyst
- Martha Jimenez – Software Analyst, additional resources are expected, and may include Leo Torres or others to finish in the specified time frame.
- Melissa DeFrancesco, P.E. -Project Manager of toll facilities
- Malini Swaminathan, P.E. – Sr Project Manager - toll facilities and Specification
- Rafael Velazquez – Senior Designer (electrical) - toll facilities and engineering
- Other technical and subject matter experts as needed (located primarily in the Orlando Atkins office location)

Staffing may change depending on CFX needs and Atkins resource availability

2. Duration of the Task

It is suggested that the Contract time duration for this activity be from January 1, 2023 through June 24, 2024. The end date coincides with the current end date of the TransCore TSUP contract (#001021).

3. Task Fee Summary

It is understood that this is a time and materials task order and that all fee information is estimated based on the stated number of hours of support. The hours indicated in the fee estimate should not be considered to represent actual hours needed to complete the tasks, but rather an estimate of the number of hours used to quantify the task fee. This estimate is limited based on current information



and should the task need increase or change beyond what can be foreseen, the project budget may need to be changed. Atkins is committing to providing appropriate resources; however, individual resources and hours may change throughout the project at CFX request or beyond Atkins control. Atkins support is limited to the total dollar budgeted amount indicated below. Additional work beyond the budgeted amount will require supplemental funding. Atkins will not exceed the fee amount without CFX advanced approval.

Direct Expenses

Total travel expenses are estimated at \$1,000 for the duration of the project; out-of-town travel expenses are not included in the fee estimate.

Totals						
Task Duration	1/1/2023	through	6/24/2024	=	77 weeks	Cost
BI Dashboard Development for Infinity System Metrics						\$ 735,918.52
Operations Support						\$ 881,255.64
Engineering Support						\$ 163,933.77
Direct Expenses (local mileage and tolls)						\$ 1,000.00
			<i>total</i>			\$ 1,782,107.93

CFX - ATKINS TSUP Support - Contract 00821 -Supplemental Ammdement No 13

Date: 8/30/2022

BI Dashboard Development for Infinity System Metrics			Estimated Development Hours					
Task Duration		1/1/2023	through	6/24/2024	=	77	weeks	
Report #	Staff	Priority	MJ	LN	NV@ 10%	TK @ 3%	subtotal	Cost
5	ETC Fare Validation – E-PASS – Other Roadways	High	200	-	20	6	226	\$ 35,622.55
26	1260 Traffic Report	High	100	-	10	3	113	\$ 17,811.79
24	Infinity Users	High	200	-	20	6	226	\$ 35,622.55
6	MOMS Health Status	High	90	-	9	3	102	\$ 16,133.92
11	CPC Transmission Time	High	70	-	7	2	79	\$ 12,433.13
7	AVC Report	High	160	-	16	5	181	\$ 28,567.05
20	ACM Report	High	140	-	14	4	158	\$ 24,867.29
9	Preventative Maintenance Report	Medium	300	-	30	9	339	\$ 53,434.34
3	Revenue Impact Report	Medium	220	-	22	7	249	\$ 39,322.31
8	Automation % QFREE vs OCR over 900	Medium	140	-	14	4	158	\$ 24,867.29
10	Mainline ACM Multi-Axle (Customer Caused Leakage) Report	Medium	140	-	14	4	158	\$ 24,867.29
12	CSC Transmission Time	Medium	80	-	8	2	90	\$ 14,111.00
4	Lane Mode/State Status (Pending)	Medium	200	-	20	6	226	\$ 35,622.55
23	Toll Rate Verification Report	Medium	140	-	14	4	158	\$ 24,867.29
21	Tolling Traffic vs. ITS Traffic Sensors	Low	140	-	14	4	158	\$ 24,867.29
25	MOMS Historical Trend	Low	160	-	16	5	181	\$ 28,567.05
13	Lane software component version	Low	220	-	22	7	249	\$ 39,322.31
16	Transaction ID Verification	Low	100	-	10	3	113	\$ 17,811.79
17	Health Status Indicator Monitoring	Low	240	-	24	7	271	\$ 42,678.05
18	Bit Flipping	Low	100	-	10	3	113	\$ 17,811.79
19	CFX Transaction Flow Monitor	Low	200	-	20	6	226	\$ 35,622.55
15	PSO Report Re-creation	Low	240	-	24	7	271	\$ 42,678.05
22	DailyTransStatus Re-creation	Low	240	-	24	7	271	\$ 42,678.05
	Report Publishing (4 hours each)	23	92					\$ 14,259.32
	User Acceptance Testing (4 hours each)	23	92		46	12		\$ 24,274.01
	Deployment/Training support to Production (4 hours each)	23	92		23			\$ 17,197.91
	<i>Estimated sub-totals</i>		4,096	-	451	126	4,316	\$ 735,918.52

Operations Support			Estimated Hours/week					
Task Duration		1/1/2023	through	6/24/2024	=	77	weeks	
Staff	weeks	MJ	LN	NV	TK	subtotal Hr.	Cost	
TSUP and BI Reports daily analysis and KPI monitoring	77	2	32	8	2	3,388	\$ 397,263.79	
TSUP close out of contract (est 4 months)	16	-	8	28	12	768	\$ 135,976.48	
TSUP Support and operations after close out	61	-	4	20	8	1,952	\$ 348,015.37	
<i>Estimated sub-total</i>	77					6,108	\$ 881,255.64	

Engineering Support			Estimated Hours/week					
Task Duration		1/1/2023	through	6/24/2024	=	77	weeks	
Staff	weeks	MDF	MS	NV	RV	subtotal Hr.	Cost	
TSUP Engineering Support, Shop drawing, Misc Eng Support	77	1.0	1.0	2.0	1.0	385	\$ 67,810.05	
Specifications for Tolls Support	77	0.3	2.0	0.5	0.3	239	\$ 56,310.10	
Engineering Design Details and specific site support	77	0.5	1.0	0.5	0.5	193	\$ 39,813.62	
<i>Estimated sub-total</i>	77					816	\$ 163,933.77	

Totals		Estimated Hours/week						
Task Duration		1/1/2023	through	6/24/2024	=	77	weeks	Cost
BI Dashboard Development for Infinity System Metrics							\$	735,918.52
Operations Support							\$	881,255.64
Engineering Support							\$	163,933.77
Direct Expenses (local mileage and tolls)							\$	1,000.00
<i>total</i>							\$	1,782,107.93

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT NO. 12

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Amendment No. 1 to Supplemental Agreement No. 12 entered into this 27th day of March 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and ATKINS NORTH AMERICA, INC., (the “Consultant”), the same being supplementary to Supplemental Agreement No. 12 to the original Contract (dated August 25, 2010) between the aforesaid, for services pertaining to Toll Collection System Replacement Consultant Services, (the Contract”).

1. CFX has determined it necessary to extend the term of Supplemental Agreement No. 12 to December 31, 2022, in order to complete specific projects related to the TSR/TSUP, and
2. Consultant hereby agrees to the extension of the term of Supplemental Agreement No. 12 with no increase in the Contract amount, and
3. CFX and Consultant agree that this Amendment No. 1 to Supplemental Agreement No. 12 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 Amendment No. 1 to Supplemental Agreement No. 12; that acceptance of this Amendment No. 1 to Supplemental Agreement No. 12 signifies the Consultant’s waiver of all future rights for additional compensation which is not already defined herein.
4. This Amendment No. 1 to Supplemental Agreement No. 12 is necessary so that the Consultant can continue the required projects authorized by CFX to the extended end of Supplemental Agreement No. 12 term.

AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT NO. 12

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Cost of additional services: \$0.00

This Amendment No. 1 to Supplemental Agreement No. 12 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.06.02 18:25:57 -04'00'
Director of Procurement

Approved as to form and execution, only.

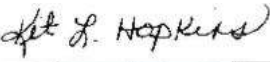
General Counsel for CFX

Diego "Woody" Rodriguez Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.06.02 14:38:19 -04'00'

ATKINS NORTH AMERICA, INC.

By: 
Thomas J. Delaney
Print Name

Title: VP, Senior Divison Manager

Witness: 

Date: 4/1/20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 12

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 12 entered into this 11th day of June, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes the Consultant to provide additional services through the installation and initial maintenance of the toll collection system replacement equipment as detailed in the attached Exhibit A with an increase in compensation of \$3,610,600.00 and an extension of the Contract term to July 31, 2020.
2. The Consultant hereby agrees to provide the additional services with an increase in compensation both as detailed in Exhibit A and an extension of the term of the Contract to July 31, 2020
3. The Authority and Consultant agree that this Supplemental Agreement No. 12 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. 12; that acceptance of this Supplemental Agreement No. 12 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 12 is necessary to provide additional services, increase the compensation to the Consultant, and extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 12

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$3,610,600.00

This Supplemental Agreement No. 12 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


By: 
Director of Procurement

ATKINS NORTH AMERICA, INC.


Signature

Print Name: THOMAS F BARRY JR

Title: SR. VICE PRESIDENT

Attest:  (Seal)



Approved as to form and execution, only.

General Counsel for the AUTHORITY





Central Florida Expressway Authority
Toll System Upgrade Project

FROM: Tom Knuckey, PE
TO: Joann Chizlett, David Wynne
DATE: May 26, 2015
SUBJECT: **New Supplemental Agreement No. 12 - Task 18 – Toll System Implementation Support, Project 000821**
ATTACHMENTS: **Organizational Chart, Fee Estimate**

In a follow up to several conversations recently between the Expressway Authority and Atkins, we are submitting this scope of work for the new Supplemental Agreement (SA) No. 12, Task 18 Toll System Implementation Support. This scope of work is in response to the Authority's request for Atkins to submit scope, and pricing for the next phase of the Toll System Upgrade project. The current schedule duration is approximately four (4) years and eight (8) months, based on the most recent schedule proposed by the Contractor. Atkins' services supporting the implementation of the toll system will include project management support and technical support to assist the Authority with its management of the implementation work. Atkins will assist in the review of the Contractor's system and design documents to verify that the system is consistent with the project requirements; and to assist the Authority with testing oversight and acceptance activities. Atkins' fee estimate provides a budget for the level of effort expected based on discussions and direction from the Authority. However, the actual project support needed over the term of the Contract may be more or less than the estimated budget amount.

A summary of the previous agreement to-date and the requested Supplemental Agreement No. 12, Task 18, budget is listed in the table below.

Summary of Project Budget – Agreement 000821

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$ 725,000.00
Supplemental Agreement No. 1	0.00
Supplemental Agreement No. 2	9,362.49
Supplemental Agreement No. 3	0.00
Supplemental Agreement No. 4	0.00
Supplemental Agreement No. 5	262,000.00
Supplemental Agreement No 6	165,600.00
Supplemental Agreement No 7	0.00
Supplemental Agreement No 8	32,492.15
Supplemental Agreement No 9	156,084.16
Supplemental Agreement No 10	97,662.00
Supplemental Agreement No 11	0.00
Supplemental Agreement No 12 - Task 18 (new)	3,610,600.00

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Total Revised Contract Amount

\$ 5,058,800.80

The hours proposed in Supplemental Agreement No. 12 are an estimate of the level of effort to be provided, accordingly Atkins is committed to provide services only up to the budgeted amount. At the request of the Authority, the above fee estimate includes a budget of \$50,000 dedicated to subject matter experts (SMEs) to be used as needed during the project for additional SME support.

Task 18 - Key Project Staff

The proposed preliminary organization chart is attached and includes the following key personnel, who are experienced in this work, located in Orlando, and very familiar with the requirements having supported the prior tasks related to the development of the RFP.

- Tom Delaney, Principal-in-Charge
- Tom Knuckey, Project Manager
- Luis Hevia, Deputy Project Manager
- Don Erwin, Sr. Project Advisor
- Sheri Lynch, Administrator
- Other technical and subject matter experts as needed (located at various office locations)

Task 18 - Duration

It is suggested that the Contract time duration for this activity extend through June 1, 2020.

Task 18 - Scope of Work

Program Management and Coordination

This task consists of overall program management and administrative support for the duration of the implementation phase of the project. The current duration of the project is estimated at four years eight months, or fifty-six (56) months based on the schedule provided by the Contractor.

Atkins will provide general program management and coordination support. Atkins will assist with meeting arrangements and preparations, facilitation and following-up for project meetings. Atkins will also coordinate meeting agenda items, maintain a project action item tracking list, monitor project progress, review Contractor monthly progress reports and schedule updates. Atkins will also assist with administration of the document submittal and control process, facilitate document reviews, assist with contract administration, and administration of project close-out.

Atkins will participate with the Authority in both an internal kickoff meeting (CFX and Atkins), and another kickoff meeting with CFX, Atkins and the Contractor. Atkins will document these kickoff

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meetings and provide summary-level notes and action items noted during these meetings, or review the notes provided by the Contractor.

Atkins will provide support for document administration and control, coordination of document reviews, tracking of review comments and final disposition of comments for those project documents that are submitted through or handled by Atkins. (It is understood that the Authority expects the Contractor to submit some deliverables for review directly to CFX rather than through Atkins.) For this effort, Atkins plans to use either the Contractor's or the Authority's hosted Microsoft SharePoint application to share documents, maintain document control versions, and other project management tools to facilitate effective communications.

Atkins will also provide support during the project close-out, verifying that all required documents are provided, necessary punch lists are completed, and that other items necessary for the closing of the project are completed.

This work also includes Atkins' internal project management and administration, progress reporting and invoicing.

Deliverables: Meeting agendas, summary-level notes from kickoff meetings, and progress reports with Atkins invoices.

Phase I –System Design Development

Atkins will provide a PM high-level review of the project management documentation, such as Program Management Plan, Quality Assurance Plan, Safety Plan, and configuration management; review documents related to the business rules discovery process; provide system design development oversight; review system design deliverables; and provide design review support for both, Preliminary Design and Detail Design Reviews (PDR and DDR).

During the business rules discovery and development process, Atkins will support the coordination of the necessary meetings to document the business rules process.

Atkins will provide limited support with the oversight of the system design development process for the following: system architecture; system hardware design; system software design; interface control documentation (ICDs); and system network evaluation. This oversight may include facilitating / coordinating meetings and documenting action items, if any.

Atkins will provide a limited high-level preliminary review of the Master Test Plan Update.

For the PDR phase, Atkins will provide limited design review support and document action items from these meetings, if any.

For the DDR phase, Atkins will provide limited design review support and document action items from these meetings, if any.

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Deliverables: Action items from meetings and comments to design development documents.

Phase II –System Integration and Testing

In this phase, Atkins will provide limited general project management oversight of the system integration and testing as it relates to the FAT, roadside lanes subsystem , and Image Processing subsystem. It is understood the Authority will lead the testing relating to the Host, Message converter and external interfaces.

Atkins will provide limited oversight and review installation design for the following: pre-installation walk-thru of Authority data centers and toll host environment, hardware installation shop drawings, pre-installation walk-thru of plaza/lane system, and lane system hardware installation shop drawings.

Atkins will provide limited support in the review of requirements and Contractor provided testing traceability matrix. This support will be limited to a preliminary review of the traceability matrix provided by the Contractor.

Atkins will provide oversight support with the review of the Contractor conducted Factory Acceptance Testing (FAT) and IPS testing, anticipated to be in central Florida.

Phase III – Implementation, Installation, Commissioning & Testing

In this phase, Atkins will provide limited project management oversight for the implementation, installation, commissioning and testing of the new toll system.

Atkins understands that the Authority will provide the oversight and review the implementation of CFX Training Center. For this task, Atkins will provide limited cursory review of the Training Center design documentation.

As part of the Toll Host environment implementation, Atkins will provide a high-level review of the as-built documentation for the Toll Host.

In support of the oversight and review of the testing for the Toll Host interface and interoperability, Atkins will provide limited support for the review of test plans, oversight and review of test activities, and review of test reports for the Toll Host system component, and the Toll Host environment interface and interoperability.

Atkins will provide oversight and review of the testing for the Image Processing subsystem as it relates to review of test plans, oversight and review of test activities, and review of test reports.

In support of the oversight and review of the implementation of the Toll Plaza, Toll Lane / Toll Zone (initial stage), Atkins will provide limited support for the review of the installation plans for the first plaza group as well as the as-built documentation of this plaza group.

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In support of the oversight and review of the testing for the initial stage plaza, Atkins will provide support for the review of test plans and test reports for the following: (a) System Initial End-to-End Test (SIETET) and (b) Plaza Acceptance Test (PAT).

Atkins will provide limited support for oversight and review of the plaza group site commissioning tests, for a total of seventeen (17) plaza groups with the understanding that the physical servers will be located in no more than nine (9) plaza locations.

Atkins will provide support for the oversight and review of test plans for the standard plaza group. The review of test plans will consist of reviewing system component test and plaza acceptance test plans. Atkins will also review the following test reports: system component test report; system installation and commissioning test report; and plaza acceptance test report.

Deliverables: Comments to Contractor documents based on reviews and oversight.

Phase IV – Final System Acceptance

In this phase, Atkins will provide project management support for oversight of the toll system's Final System Acceptance (SAT). As part of this phase, Atkins will provide oversight and review of the SAT, review Contractor's submittals, test results, and general support for SAT.

Deliverables: Comments to Contractor documents based on reviews and oversight.

Phase V – Warranty Period

No effort is anticipated by Atkins during this phase.

Phase VI – System Maintenance Period

No effort is anticipated by Atkins during this phase.

Phase VII – Tag-Swap Program

No effort is anticipated by Atkins during this phase.

Direct Expenses

Total local travel expenses are estimated at \$14,145 (mileage and tolls) for the duration of the project; out-of-town travel expenses are not included in the fee estimate.

Other Assumptions

- The Authority will provide a CFX project manager (or co-project managers)

ATKINS

- The Authority will provide Document Control and Administration for those Contractor documents submitted directly to the Authority.
- The Authority will provide all Contract Administration support for the administration, processing and review of Contractor invoices / payment requests, Contractor claims, change orders.
- The Authority will lead and provide primary subject matter experts for the technical review of project documentation.
- The Authority will provide all Construction Engineering and Inspection (CE&I) services to coordinate and oversee the Contractor's system installation activities. Atkins will not provide services for this activity.
- The Authority will provide all Training oversight resources.
- The Authority will lead and provide testing oversight resources to support the test efforts.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 11

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 11 entered into this 8th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through July 31, 2015, with no increase in the Contract amount.
2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.
3. The Authority and Consultant agree that this Supplemental Agreement No. 11 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. 11; that acceptance of this Supplemental Agreement No. 11 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 11 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 11

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 11 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

ATKINS NORTH AMERICA, INC.



Signature

Print Name: Thomas J. Delaney

Title: Vice President

Attest:  (Seal)



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 / 5/21/15
SIGNATURE / DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 10 entered into this 13th day of November, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services for new Task 17 for support for the rebid of the request for proposals process with an increase in the Contract for the not-to-exceed amount of \$97,662.00 and an extension in the term of the Contract to May 31, 2015.
2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount and extension of the Contract term (Exhibit A).
3. The Authority and Consultant agree that this Supplemental Agreement No. 10 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. 10; that acceptance of this Supplemental Agreement No. 10 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 10 is necessary to provide the additional services required for new Task 17 and to increase the Contract amount and extend the Contract term based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$97,662.00

This Supplemental Agreement No. 10 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Paul Miller*
Director of Procurement

ATKINS NORTH AMERICA, INC.

Thomas J. Delaney
Signature

Print Name: Thomas J. Delaney

Title: Vice President, Division Manager

Attest: *Kellie M. Brabant* (Seal)



Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph J. Lassiter

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ccy / 11/21/14
SIGNATURE / DATE



Central Florida Expressway Authority
Toll System Upgrade Project
Memorandum

FROM: Tom Knuckey, PE
TO: Joann Chizlett
DATE: October 28, 2014
SUBJECT: Project Contract 000821 Requested Permission for Task Budget Increase for New Task 17 – Support for 2nd Procurement Process

This is a follow up to the recent conversations regarding the budget status of the project. As we have indicated, we are requesting a new Supplemental Agreement (No. 10) for Atkins' support activities for the re-procurement of the Toll System Upgrade as described below, and the associated schedule adjustments. This new Task 17 will result in an increase to the current Contract of \$97,662, and includes the use of the remaining unspent Task 16 budget of approximately \$23,000.

Atkins will provide support for the 2nd Procurement Process for the Authority's effort to select a Toll System Contractor. The process is underway and is scheduled to be complete by March 12, 2015. The scope of this work to support the Request for Proposals (RFP) procurement process will include the following:

- Develop and edit Proposal Evaluation Criteria & Forms and documents
- Develop bid tabulation summary spreadsheet to compare bid prices
- Support the process for addressing and preparing responses to questions / inquiries from Proposers
- Support various meetings at CFX's request
- General support throughout the procurement process
- Support for preparation of up to three (3) Addenda to the RFP
- Support for the Authority's Evaluation Committee Process
- Support for technical review as subject matter experts of Technical Proposals up the budgeted level
- Support for tabulation, review and evaluation of Price Proposals
- Support for Evaluation Committee submittals to the Authority Board

To complete this work we are requesting a time extension until May 31, 2015 be provided for completion of Task 16, and for Task 17. As our work efforts since April have been at the previous 2013 salary rates, we request that pursuant to our contract, the rates be increased as indicated in Task 17 to the current 2014 rate structure.

The spread sheets below show the project current budgets, requested re-alignment amounts, and new total budget amounts.

A summary of project authorized overall contracted amounts are indicated below:

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$725,000.00
Supplemental Agreement No. 1	\$0.00
Supplemental Agreement No. 2	\$9,362.49
Supplemental Agreement No. 3	\$0.00
Supplemental Agreement No. 4	\$0.00
Supplemental Agreement No. 5	\$262,000.00
Supplemental Agreement No 6	\$165,600.00
Supplemental Agreement No 7	\$0.00
Supplemental Agreement No 8	\$ 32,492.15
Supplemental Agreement No 9 *	\$ 156,084.16
Supplemental Agreement No 10	\$97,662.00
Total Revised Contract Amount	\$ 1,448,200.80

“*” approximately \$23,000 in the remaining SA No. 9 (Task 16) budget will be applied to the SA No. 10 (Task 17) budget, this includes a realignment of the unused amount in Task 16 for Hofstetter Consulting Subconsultant to Atkins. Task 17 includes \$4,200 in subconsultant fees for Hofstetter Consulting.

Details of this budget request by individual tasks are shown below.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 9 entered into this 26th day of March, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services for Task 16 with an increase in the Contract for the not-to-exceed amount of \$156,084.16 and no increase in the term of the Contract.
2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount, both of which are detailed in the attached Exhibit A.
3. The Authority and Consultant agree that this Supplemental Agreement No. 9 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. 9; that acceptance of this Supplemental Agreement No. 9 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 9 is necessary to provide the additional services required for existing Task 16 and to increase the Contract amount based on the additional services.

OOCEA *14APR28 PM 2:04

SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$156,084.16

This Supplemental Agreement No. 9 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *Paul Miller*
Director of Procurement

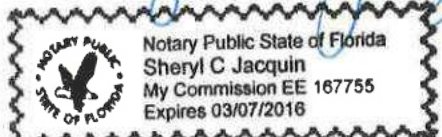
ATKINS NORTH AMERICA, INC.

Tom Kelly
Signature

Print Name: Thomas J. Delaney

Title: Vice President, Sr. Practice Manager

Attest: *Sheryl C. Jacquin* (Seal)



Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph P. Bastian

RECEIVED
CONTRACTS DEPT
CS 4/30/14
SIGNATURE / DATE

FROM: Tom Knuckey, PE
TO: Joann Chizlett
DATE: March 4, 2014
SUBJECT: **Project Contract 000821 Requested Permission for Task Budget Increase for New Task 16 – Support for Procurement Process**
ATTACHMENT **Summary of Requested Budget Increase (Excel file)**

This is a follow up to the conversations during our meeting February 4th and subsequent discussions regarding the budget status of the project. As we indicated during the meeting we are requesting an increase of \$156,084.16 in the project budget to cover the work element described below and the associated schedule adjustments.

- New Task 16 (Support for the Procurement Process) will provide support for the Authority's procurement process to select a Toll System Contractor.

The process is set to begin on March 31, 2014 and is scheduled to be complete by August 31, 2014 for a total of 153 days. The scope of this work to support the Request for Proposals (RFP) procurement process will include the following:

- Develop Proposal Evaluation Criteria & Forms and documents
- Support preparation of RFP Notice advertisement
- Support and participate in Pre-Proposal Conference at the Authority and Toll Facility Site Visits
- Support the process for addressing and preparing responses to questions / inquiries from proposers
- Support for preparation of up to three (3) Addenda to the RFP
- Support for the Authority's Evaluation Committee Process
- Support for initial cursory review of up to five (5) Proposals for Compliance
- Support for review and evaluation of qualifications of up to five (5) Proposers
- Support for review and evaluation of up to five (5) Technical Proposals
- Support for tabulation, review and evaluation of up to five (5) Price Proposals
- Support for Evaluation Committee Recommendation to the Authority Board

The RFP documents are now scheduled for completion by Atkins with the Authority's input and collaboration on or before the expected date of March 31, 2014. The spread sheets below show the current budget, requested re-alignment amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$725,000.00
Supplemental Agreement No. 1	\$0.00
Supplemental Agreement No. 2	\$9,362.49
Supplemental Agreement No. 3	\$0.00
Supplemental Agreement No. 4	\$0.00
Supplemental Agreement No. 5	\$262,000.00
Supplemental Agreement No 6	\$165,600.00
Supplemental Agreement No 7	\$0.00
Supplemental Agreement No 8	\$ 32,492.15
Supplemental Agreement No 9	\$ 156,084.16
Total Revised Contract Amount	\$ 1,350,538.80

Details of this budget request by individual tasks are shown below.
It includes \$4,200 in subconsultant fees for Hofstetter Consulting and \$151,884.16 for Atkins services.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 8 entered into this 27th day of February, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services for Task 15 with an increase in the Contract for the not-to-exceed amount of \$32,492.15 and no increase in the term of the Contract. Services to be provided are retroactive to February 15, 2014.
2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount, both of which are detailed in the attached Exhibit A.
3. The Authority and Consultant agree that this Supplemental Agreement No. 8 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. 8; that acceptance of this Supplemental Agreement No. 8 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 8 is necessary to provide the additional services required for existing Task 15 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$32,492.15

This Supplemental Agreement No. 8 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

ATKINS NORTH AMERICA, INC.



Signature

Print Name: Thomas J. Delaney

Title: Vice President, Sector Manager

Attest:  (Seal)



RECEIVED
CONTRACTS DEPT
 3/7/14
SIGNATURE / DATE

FROM: Tom Knuckey, PE
TO: Joann Chizlett
DATE: February 27, 2014
SUBJECT: **Project Contract 000821 Requested Permission for Task Budget Increase for Task 15 – RFP Completion & Support for Toll Industry RFI Process***
ATTACHMENT **Summary of Requested Budget Increase (Excel file)**

This is a follow up to the conversations during our meeting February 4th and subsequent discussions regarding the budget status of the project. As we indicated during the meeting we are requesting an increase of \$ 32,492.15 in the project budget to cover the work element described below and the associated schedule adjustments.

- Task 15 - RFP Completion & Support for Toll Industry Request for Information [RFI] Process* will provide for additional services in this existing task to support the Authority's process to solicit vendor feedback from the toll industry about the draft Toll System RFP documents. The additional services will also include the follow-on modification and edits necessary to the Scope of Work and Requirements documents as a result of Authority requests after receiving and reviewing comments from the vendor RFI process. The estimated additional amount requested to support the RFI effort is \$32,492.

The process began on January 20, 2014 and is scheduled to be complete by March 31, 2014 for a total of 70 days. The scope of this additional work will include the following:

- Support for preparation of the notice and Instructions for Responding to the RFI
- Receiving and addressing any RFI technical inquiries from respondents
- Reviewing written RFI responses and participating in up to six (6) feedback meeting(s) with respondents
- Assessing RFI responses with Authority staff to determine if/what action is necessary to update the RFP documents
- Modifying the RFP documents to incorporate changes requested by OOCEA as a result of the RFI responses.

The RFP documents are now scheduled for completion by Atkins with the Authority's input and collaboration on or before the expected date of March 31, 2014. The spreadsheets below show the current budget, requested additional amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:

(task name changed to include additional scope)*



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$725,000.00
Supplemental Agreement No. 1	\$0.00
Supplemental Agreement No. 2	\$9,362.49
Supplemental Agreement No. 3	\$0.00
Supplemental Agreement No. 4	\$0.00
Supplemental Agreement No. 5	\$262,000.00
Supplemental Agreement No 6	\$165,600.00
Supplemental Agreement No 7	\$0.00
Supplemental Agreement No 8	\$ 32,492.15
Total Revised Contract Amount	\$ 1,194,454.64

Details of this budget request by individual tasks are shown below.

This SA includes \$32,292.15 for Atkins labor and \$200 for expenses for a total of \$32,492.15

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 7 entered into this 1st day of October, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the "Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2014.
2. The Authority confirms its authorization for the creation of new Task No. 15 effective September 1, 2013, to complete the Consultant services related to the development of the Request for Proposals activities. Task No. 15 will be funded by the re-distribution of the current Contract budget as shown on the attached Exhibit A. There will be no increase in the current Contract amount.
3. The Consultant hereby agrees to the extension of the term of the Contract, the re-distribution of the current Contract budget, and accepts the authorization to proceed with Task No. 15.
4. The Authority and Consultant agree that this Supplemental Agreement No.7 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. 7; that acceptance of this Supplemental Agreement No. 7 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
5. This Supplemental Agreement No. 7 is necessary to extend the term of the Contract and to authorize the creation of Task No. 15.

SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 7 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *Paula Nub*
Director of Procurement

ATKINS NORTH AMERICA, INC.

By: *Thomas J. Delaney*

Print Name: *Thomas J. Delaney*

Title: *VP, Sector Manager*

Attest: *Kellie M Brabant* (Seal)
(Secretary or Notary)



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SIGNATURE / DATE



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM: Tom Knuckey, PE K
TO: Joann Chizlett
DATE: September 19, 2013
SUBJECT: Requested Permission for Task budget re-alignments on Project Contract 000821; Task 15 – RFP Completion Process
ATTACHMENT Request for Budget Re-alignment Summary

This is a follow up to the conversations during our meeting 9/16 regarding the budget status of the project. As we indicated during the meeting we are requesting a zero dollar task re-alignment for a time extension of the current contract and the realignment of budgets within certain already approved tasks. The purpose of the request is as follows:

- Extend completion time on contact #000821 approximately 1 year through December 2014
- Redistributed unused budgets in various tasks and create a new task (#15) for the completion of the RFP development

The RFP documents will be completed by Atkins with the Authority's input and collaboration on or before the expected date of December 2, 2013. Budgetary amounts will be redistributed as indicated in the attached excel spreadsheet to cover cost on existing tasks and allocate unspent amounts to a new Task 15 for the completion of the effort. The below spread sheets shows the current budget, requested re-alignment amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$725,000.00
Supplemental Agreement No. 1	\$0.00
Supplemental Agreement No. 2	\$9,362.49
Supplemental Agreement No. 3	\$0.00
Supplemental Agreement No. 4	\$0.00
Supplemental Agreement No. 5	\$262,000.00
Supplemental Agreement No 6	\$165,600.00
Amount requested for Budget re-alignment (Task 15)	\$0.00
Total Revised Contract Amount	\$1,161,962.49

Details of this budget re-alignment request by individual tasks are attached below. It includes \$6000 in subconsultant fees for Hofstetter Consulting and a realignment of \$141,720.64 for Atkins services. The amount for Atkins services will include all labor and expenses.

Thank you for your consideration of this request and feel free to let me know if you have any questions.

FROM: Tom Knuckey, PE TK
TO: Joann Chizlett
DATE: September 26, 2013
SUBJECT: **Requested Permission for Task budget re-alignments on Project Contract 000821; Task 15 – RFP Completion Process**
ATTACHMENT **Attachment "A" Explanation of Task #15 Scope**

This memorandum provides further documentation requested by the Authority as a follow up to the Memorandum dated 9/19/2013 from Tom Knuckey to Joann Chizlett re: Requested Permission for Task budget re-alignments on Project Contract 000821; Task 15 – RFP Completion Process.

The new Task #15 RFP Completion would result in a single new task for the completion the RFP development work begun under several of the original project tasks, and limited support for the procurement process as the budget permits after the RFP is completed. The Task #15 budget would include the net unused funds from the other project tasks after redistribution. There would be no increase in the overall project scope.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 6 entered into this 28th day of March, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the "Contract").

1. The Authority desires the Consultant to provide additional services identified as Task 14, Interim Toll Services Agreement, with an increase in the Contract amount of \$165,600.00 and no increase in the term of the Contract.
2. The Consultant hereby agrees to provide the additional services and the increase in the Contract amount, both of which are detailed in the attached memorandum dated March 8, 2013, and identified as Exhibit A.
3. The Authority and Consultant agree that this Supplemental Agreement No. 6 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. 6; that acceptance of this Supplemental Agreement No. 6 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 6 is necessary to provide the additional services required to complete Task 14 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$165,600.00

This Supplemental Agreement No. 6 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

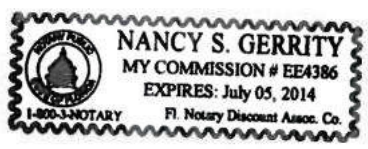
ATKINS NORTH AMERICA, INC.

[Signature]
Signature

Print Name: THOMAS S. KNUCKEY

Title: VICE PRESIDENT

Attest [Signature] (Seal)



Approved as to form and execution, only.

General Counsel for the AUTHORITY

[Signature]

RECEIVED
CONTRACTS DEPT
[Signature] 7/4/13
SIGNATURE / DATE



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM: Tom Knuckey, PE
TO: Joann Chizlett, David Wynne
DATE: March 12, 2013
SUBJECT: Requested Permission for Changes to Scope of Work on Project
 Contract 000821 – Budget Summary Request
 Supplemental Agreement No. 6
 Task 14 – Interim Tolls Services Agreement

ATTACHMENT Memorandum from Tom Knuckey to Joann Chizlett and David Wynne, dated 3/12/2013

In a follow up to recent discussions between the Expressway Authority and Atkins, we are requesting permission to make the changes to the project scope of work and staffing that are described in the attached memorandum regarding the new Task 14 Interim Tolls Services Agreement Scope of Work and requested Estimated Fee. These changes are in response to the Authority's request for additional services related the TSR contract initially developed as part of the previous Supplemental Agreement, Task 13 Consolidated Back office Planning Options.

Summary of project estimated fee requested and overall contracted amounts are indicated below:

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$750,000.00
Supplemental Agreement No. 1	\$0.00
Supplemental Agreement No. 2	\$9,362.49
Supplemental Agreement No. 3	\$0.00
Supplemental Agreement No. 4	\$0.00
Supplemental Agreement No. 5	\$262,000.00
Amount requested authorized agreement for Supplemental Agreement No 6 (Task 14)	\$165,600.00
Total Revised Contract Amount	\$1,186,962.49

FROM: Tom Knuckey, PE
TO: Joann Chizlett, David Wynne
DATE: March 12, 2013
SUBJECT: Requested Permission for Changes to Staffing, Scope of Work, and Budget for Project 000821 Supplemental Agreement No. 6 Task 14 – Interim Tolls Services Agreement
ATTACHMENTS: None

As a follow-up to recent conversations between the Expressway Authority and Atkins, we are requesting permission to make the following changes to the project staffing and scope of work in response to the revisions to the project approach and resumption of project as requested by the Authority.

Changes to Key Project Staff

- Add Jorge Figueredo as an Atkins Key Staff member.

Changes to Project Scope

New Task 14 – Interim Toll Services Agreement

Introduction

Task 14 is a new task related to the continued development of the Consolidated Back Office Planning efforts that were begun in Task 13. The expected outcome of this task is to provide the Authority with documents (A.) an Interim Toll Services Agreement which will include B.) a Performance Metrics attachment, and C.) a Draft Inter-Local Agreement) that can be used for migration and transfer of certain toll operations functions to a back office provider for the consolidation of E-PASS and SunPass accounts.

Atkins' approach to the task development will involve a kick-off meeting and brief initial data collection step, followed by three (3) subtasks to develop each of the documents mentioned above. These documents will be developed concurrently to the extent possible. Written preliminary documents will be provided to the Authority for review in advance of workshops where collaborative discussions will be used to refine the documents. We anticipate the workshops to be iterative tool to develop the content for the written document. Atkins envisions a workshop session for each document to occur 1.) after the outline stage and 2.) just after the midway point of document development. Each document has a distinct nature but all must be developed in a coordinated consistent manner. Therefore each workshop session is generally envisioned to be a stand-alone activity, but several workshop sessions could be conducted in conjunction with each other as part of a daylong workshop event. To be flexible to the Authority's schedule, the workshop sessions can be

separated to consume less time during any one day. Atkins anticipates the following topics to be covered during the series of workshops:

	A. Interim Toll Services Agreement (ITSA)	B. Performance Metrics for ITSA	C. DRAFT Inter-local Agreement (ILA)
Workshop 1 at OOCEA	Session 1A. Outline and structure of document	Session 1B. Outline, categories and structure of performance metrics	Session 1C. Outline, structure and key issues to be addressed in the document
Workshop 2 at OOCEA	Session 2A. Preliminary ITSA document	Session 2B. Preliminary performance metrics	Session 2C. Preliminary Draft ILA document

Following the last workshop, Atkins will submit completed Draft documents for the Authority's ongoing use. Atkins has also included, as *Optional Services*, a limited number of hours to support addressing any comments or edits the Authority might request be made to the documents.

Project Management

Atkins will provide project management, coordination with Authority staff, development of meetings, agendas, meeting notes and quality control of all deliverables.

Kick-off Meeting & Data Collection

Atkins will conduct a task kick-off meeting with the Authority to formally begin work; review the scope of work, and task timeline; and address other administrative and general items. Atkins will review existing information, notes and related materials providing background for the task.

A. Development of Interim Toll Services Agreement (ITSA)

Atkins will develop documentation and provide supporting services to create an Interim Toll Services Agreement (ISTA), intended to define the Authority's toll services business relationship regarding the transfer of E-PASS toll services to another back office provider such as Florida's Turnpike Enterprise (FTE) SunPass program.

Atkins' approach will include the following activities:

Preliminary Outline of Interim Toll Services Agreement

Atkins will develop a Preliminary Outline of the Interim Toll Services Agreement for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop.

Workshop Session 1A

Atkins will facilitate a Workshop Session (1A) at the Authority HQ offices. The objective of the workshop will be to establish the basic structure for the document; identify key categories and issues that will be developed as part of the document. Other workshop sessions (1B and 1C), described below, may be conducted in conjunction with this workshop session.

Preliminary Interim Toll Services Agreement

Based on the results of Workshop Session 1A, Atkins will prepare and submit a Preliminary Interim Toll Services Agreement document for review by Authority staff.

Workshop Session 2A

Atkins will facilitate a second Workshop Session (2A) at the Authority HQ offices. The objective of the workshop session will be to review the Preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Preliminary Interim Toll Services Agreement. Other workshop sessions (2B and 2C), described below, may be conducted in conjunction with this workshop session.

DRAFT Final Interim Toll Services Agreement

Based on the results of Workshop Session 2A, Atkins will prepare and submit a DRAFT FINAL Interim Toll Services Agreement for review by Authority staff.

Optional Services - Final Interim Toll Services Agreement

Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL Interim Toll Services Agreement.

B. Development of Performance Metrics for Interim Toll Services

Atkins will provide technical support for development of Performance Metrics which would be an attachment to the Interim Toll Services Agreement. Atkins' approach will include the following activities:

Preliminary Outline of Performance Metrics

Atkins will develop a Preliminary Outline of the Performance Metrics for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop. This outline will include a listing of the names of various Performance Attributes grouped by Functional Area with no specific metrics at this point.

Workshop Session 1B

Atkins will facilitate a Workshop Session (1B) at the Authority HQ offices. The objective of the workshop will be to establish the basic structure for the performance metrics; identify key issues that should be addressed by it; and identify necessary functional categories and process attributes that should be included in it. As indicated above, this workshop session may be conducted in conjunction with workshop sessions 1A and 1C.

Preliminary of Performance Metrics

Based on the results of Workshop Session 1B, Atkins will prepare and submit a Preliminary listing of the Performance Metrics for review by Authority staff. This document will include a listing of the various Performance Attributes grouped by Functional Area with draft descriptions and metrics.

Workshop Session 2B

Atkins will facilitate a second Workshop (2B) at the Authority HQ offices. The objective of the workshop will be to review the Preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Schedule of the Performance Metrics. As indicated above, this workshop may be conducted in conjunction with workshop sessions 2A and 2C.

DRAFT Final Schedule of Performance Metrics

Based on the results of Workshop Session 2B, Atkins will prepare and submit a DRAFT FINAL listing of the Performance Metrics for review by Authority staff.

Optional Services - Final Performance Metrics

Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL listing of the Performance Metrics.

C. Development of Draft Inter-Local Agreement (ILA)

Atkins will provide technical support for development of a Draft Inter-Local Agreement. Atkins' approach will include the following activities:

Preliminary Outline of Draft Inter-Local Agreement

Atkins will develop a Preliminary Outline of the Draft Inter-Local Agreement for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop.

Workshop Session 1C

Atkins will facilitate a Workshop Session (1C) at the Authority HQ offices. The objective of the workshop session will be to establish the basic structure for the document; identify key issues that should be addressed by it; and identify necessary content that should be included in it. Other workshop sessions (1A and 1B), described above, may be conducted in conjunction with this workshop session.

Preliminary version of Draft Inter-Local Agreement

Based on the results of Workshop Session 1C, Atkins will prepare and submit a Preliminary version of Draft Inter-Local Agreement for review by Authority staff.

Workshop Session 2C

Atkins will facilitate a second Workshop Session (2C) at the Authority HQ offices. The objective of the workshop will be to review the preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Draft Inter-Local

Agreement. Other workshop sessions (2A and 2B), described above, may be conducted in conjunction with this workshop session.

Completed version of Draft Inter-Local Agreement

Based on the results of Workshop Session 2C, Atkins will prepare and submit a completed version of Draft Inter-Local Agreement for review and additions by Authority staff.

Optional Services - Final version of Draft Inter-Local Agreement

Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL version of Draft Inter-Local Agreement.

Changes to the Project Budget

The table below provides an updated summary of the requested additional fee amount to provide the services as indicated in this scope of work for SA No. 6 Task 14.

Estimated Fee Cost Item	SA No. 6 – Task 14 Total Requested Contract Fee Amount
Atkins Labor	\$150,155
Atkins Expenses	\$500
Subconsultant: Hofstetter Consulting Services, LLC	\$7,900
Subconsultant: Transportation Innovations, Inc.	\$7,000
TOTAL	\$165,555
TOTAL (Rounded)	\$165,600

Included in the fee of above table are the following optional services that are broken out below:

Optional Services - Atkins Support for Final Edits and Revisions <i>(after submittal of the completed documents)</i>	
A. Interim Toll Services Agreement (ITSA)	\$10,585
B. Performance Metrics for ITSA	\$4,596
C. DRAFT Inter-local Agreement (ILA)	\$7,258
Total	\$21,440

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 5 entered into this 29th day of August, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the "Contract").

1. Due to changes in its approach to the replacement of the toll collection system, the Authority wishes to modify the Scope of Services with an increase in the Contract amount of \$262,000.00, and an extension of the term of the Contract to December 31, 2013.
2. The Consultant hereby agrees to the modifications to the Scope of Services and the increase in the Contract amount based on the modifications, both of which are detailed in the attached Interoffice Memo dated August 14, 2012, and identified as Exhibit A. The Consultant further agrees to the extension of the Contract term.
3. The Authority and Consultant agree that this Supplemental Agreement No. 5 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. 5; that acceptance of this Supplemental Agreement No. 5 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 5 is necessary to modify the Scope of Services, increase the Contract amount based on the modifications and extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 5


Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

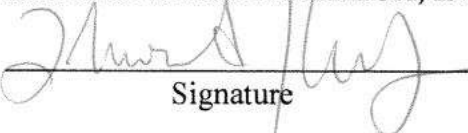
Amount of Changes to this document: \$262,000.00

This Supplemental Agreement No. 5 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY


By: 
Director of Procurement

ATKINS NORTH AMERICA, INC.


Signature

Print Name: THOMAS S. KNUCKEY

Title: VICE PRESIDENT

Attest:  (Seal)



Approved as to form and execution, only.

General Counsel for the AUTHORITY





Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Interoffice Memo

FROM: Tom Knuckey, PE
TO: Joann Chizlett, Sherry Christianson
DATE: August 14, 2012
SUBJECT: Requested Permission for Changes to Staffing and Scope of Work on Project 000821 – Budget Request Summary
ATTACHMENTS: Interoffice Memorandum from Tom Knuckey to Joan Chizlett, dated 8/14/2012

In a follow up to several conversations we have had recently between the Expressway Authority and Atkins, we are requesting permission to make the changes to the project staffing and scope of work that are described in the attached Interoffice Memorandum from Tom Knuckey to Joann Chizlett, dated 8/14/2012. These changes are in response to the revisions to the project approach and resumption of project as requested by the Authority. A summary of the project budget status and requested changes are listed in the table below.

Summary of Project Budget Requested Changes and Status

Budget Cost Item	Current Contract Amount as of SA No. 4	Requested Budget for SA No. 5	Budget Delta SA 5 – SA 4	Budget Spent to Date (as of date project on "Hold")
Atkins Labor	\$542,424	\$781,376	\$238,952	\$336,618
Atkins Expenses	\$18,570	20,160	\$1,590	\$3,132
Subconsultant: Hofstetter Consulting Services, LLC	\$113,250	\$120,900	\$7,650	\$72,302
Steve Moon Associates	\$24,500	\$24,500	\$0	\$24,237
Project Reserve for Add'l Sub Support for Task 11	\$20,000	\$20,000	\$0	\$0
Subconsultant: Transportation Innovations, Inc.	\$0	\$9,100	\$9,100	\$0
TOTAL	\$718,744	\$976,036	\$257,292	\$436,289
TOTAL (Rounded)	\$718,700	\$976,000	\$257,300	\$436,300

FROM: Tom Knuckey, PE
TO: Joann Chizlett, Sherry Christianson
DATE: August 14, 2012
SUBJECT: Requested Permission for Changes to Staffing and Scope of Work on Project 000821
ATTACHMENTS: None

In a follow up to several conversations we have had recently between the Expressway Authority and Atkins, we are requesting permission to make the following changes to the project staffing and scope of work in response to the revisions to the project approach and resumption of project as requested by the Authority.

Changes to Key Project Staff

- Add Tom Knuckey, PE as the Atkins Project Manager / Atkins Key Staff member.
- Add Donald Erwin as Deputy Project Manager / Atkins Key Staff member.
- Add Dean Kohr as an Atkins Key Staff member.
- Transition Walter Kristlibas from Project Manager / Atkins Key Staff member to Key Staff member.
- Add Cheri Bailey as an Atkins Staff member.
- Add Transportation Innovations, Inc. as a Subconsultant.

Changes to Project Scope of Work

Background

Atkins' work on this scope of services began on September 1, 2010, but work on the project was temporarily put on "hold" in mid-June 2011 at the request of the Authority. By that time several tasks in the Scope of Work had been completed; some were partially completed and one had not yet begun.

In addition, during the time that the project was put on "hold," several developments in Florida within the toll industry have caused the Authority to reconsider its original approach to the project. Some of the impacts to the project are described below.

Toll System Replacement Scope Adjustment & Accommodation of Consolidated Toll Back Office Customer Service Center/Video Processing Center (CSC/VPC) – In the Spring 2012 an initiative was announced by TEAMFL to establish a statewide consolidated Toll Back Office Customer Service Center/Video Processing Center (CSC/VPC) with which all interoperable toll systems in the state would interface and use to for ETC (transponder-enabled) payment processing and/or video processing services.

Under the Authority's original project approach for a full toll system replacement that included a new E-PASS CSC/VPC, depending on the timing of the implementation of a consolidated Toll Back Office, the Authority could be at risk of having to prematurely abandon a significant part of its new CSC/VPC before it reached the end of its useful life.

Therefore, instead of the total replacement of its Toll Collection System, the Authority intends to replace only the Roadside Toll Collection System (RTCS) elements from the lane up to the Transaction Host, and also the Video/Violation Processing Center (VPC) subsystem. The Authority would maintain the legacy CSC elements (including the TRIMS subsystem) until the new consolidated Toll Back Office is on-line. The new RTCS and new VPC must then be integrated with the legacy Host/CSC.

Project work completed to date under the original project approach of full replacement was conducted in the context of few internal or external legacy design constraints, and the ultimate toll system being fully Authority owned and operated. The new project approach of replacing only the RTCS and VPC presents a new set of legacy constraints on the design, particularly related to the configurations of internal elements and locations of subsystem interface points, such as those points of interface with the legacy host/CSC/VPC and the potential new statewide consolidated Toll Back Office.

As a result, it will be necessary to update the description of the Authority's legacy toll system processes and hardware/software (Task 3) to address new key points that are now relevant input for the updated design to address new legacy constraints. In addition, it will be necessary to update the System Update Plan/Concept of Operations (Task 4), Functional and Technical Requirements (Task 6) and Scope of Work (Contractor's) (Task 7) and Cost Estimate (Task 9) to reflect the new project approach and scope.

The Authority also requested that a new Task 13 - Consolidated Toll Back Office Concept and Options be added to provide support for the future implementation of the statewide consolidated Toll Back Office.

Universal Financial Message (UFM) data format - In order to more effectively support the integration of the Authority's new RCTS (lane/plaza/host elements) to a future Florida statewide consolidated back office, the Authority has confirmed its intent to use the Universal Financial Message (UFM) data format for toll transactions that will be similar to that used by Florida's Turnpike Enterprise (FTE).

Alternative Procurement Options - The Authority will continue to review new alternative options for procurement of the new toll collection system that were considered less viable with the original project approach.

Task 1 - Industry Overview

Status of Task at Time Project on "Hold"

Task 1 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," there have been some developments in the industry that the Authority believes can be adequately addressed by a brief statement added to the deliverable.

Considering the additional work needed on this task to update the Deliverables, it is projected that Task 1 is now approximately 98% Complete.

Scope of Work to Complete Task

Atkins shall review the Task 1 deliverable as it currently exists to validate that assumption, and add a brief statement to the document describing such developments and highlighting their potential impacts to the Authority. Of particular interest will be the current changes that other Florida Agencies are considering making that were not defined in June of 2011. (It is envisioned that the additional work will not require extensive research or depth of study, or significant changes to the existing Deliverable document.)

Task 2 – Stakeholder Interviews

Status of Task at Time Project on "Hold"

Task 2 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," there have been some developments at the Authority and in the toll industry (in Florida and beyond) (e.g. new Authority Board members and staff; Statewide consolidated Toll Back Office / Customer Service Center initiative, etc.). However, the Authority believes these can be adequately addressed by a brief statement added to the deliverable without conducting additional stakeholder interviews.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 2 is now approximately 97% Complete.

Scope of Work to Complete Task

Atkins will review the Task 2 deliverable as it currently exists to validate that assumption, and add a brief statement to the document briefly describing such developments. (It is envisioned that the additional work will not require additional rounds of stakeholder interviews, or extensive research or depth of study, or significant changes to the existing deliverable document.)

Task 3 – Evaluate Current System

Status of Task at Time Project on "Hold"

Task 3 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require update modifications to the deliverable document to address with some additional detail, the system elements impacted by the changes in scope and approach.

Considering the additional work needed on this task to update the Deliverables, it is projected that Task 3 is now approximately 75% Complete.

Scope of Work to Complete Task

Atkins will review the Task 3 deliverable as it currently exists to validate that assumption, and add a brief and appropriate statement to update the document.

It will be necessary to update the description of the Authority's legacy toll system processes and hardware/software to address new key points that are now relevant input for the updated design to address new legacy constraints. The Gap Analysis will be updated to better align with the new project approach. In the updated description, functions will be organized to closely align with the expected functional organization of the updated ultimate system design (i.e. RTCS (Lane / Plaza / Host), Video Image Processing, and Payment Processing/CSC).

It will also be necessary to update the documentation of system reports, their sources and how they are currently used in order to provide the basis for assigning appropriate functionality between the Transaction Host and the CSC elements.

The Business Rules document will be augmented to include lane/plaza business rules currently under development by the Authority.

The Technical Summary will be updated to reflect the new project approach and scope.

Task 4 – System Upgrade Plan/Concept of Operations***Status of Task at Time Project on "Hold"***

Task 4 was approximately 90% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require update modifications to the deliverable document to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 4 is now approximately 65% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 4 deliverable to define the new project approach strategy; and to address the changes to the toll system concept of operations, system architecture and system concept necessitated by the Authority's changes to the project scope

and design, including the retainage of the legacy Host/CSC and additional integration requirements for the RTCS and new VPC.

For example, since, under the new approach, the new Roadside Toll Collection System may someday function with a Toll Back Office System (BOS) operated by a third-party payment processing service provider, it will be necessary to update the Tolling System Concept such that the RTCS design more directly facilitates future migration to a consolidated statewide Toll BOS or other payment processing system of similar capability and function. This will impact the original delineation between the RTCS and the Back Office System, and location of functions between the subsystems.

The Concept will be updated to address the two primary scenarios:

- The concept for the new Roadside Toll Collection System (RTCS) and VPC integrated with the legacy Host/CSC subsystem
- The concept for the new RTCS and new VPC integrated with the future statewide consolidated Toll Back Office

Under the new project approach, the Universal Financial Message (UFM) toll transaction generated by the new RTCS (and compatible with the future Toll Back Office) must be converted back to the legacy toll transaction format in order to be processed by the legacy host/CSC subsystem. Since the Authority will retain responsibility for the legacy host/CSC (including the TRIMS CSC interface), it will be necessary address issues related to preserving the intent of the Universal Financial Message toll transaction after it goes from the RTCS through a new Transaction Converter to the legacy Host/CSC (TRIMS).

It will also be necessary to update the concept for transaction reconciliation; particularly reconciliation between the RTCS, VPC and the CSC subsystems, and provide for reconciliation between the RTCS and a future statewide Toll Back Office system.

It will also be necessary to determine where video images from the new VPC will be stored such that they will be accessible from both the RTCS and the VPC applications.

It will be necessary to establish the Eden accounting system interface down to the RTCS from the original design.

It will also be necessary to update the concept for system reporting, now that there will be legacy elements in the back office area that must be accommodated by the new system, and the data sources for the reports will be different from where they would have originated under the full replacement system. There may also be a need for new reports under the partial replacement system than were required for the full replacement.

Task 5 – Procurement Method Evaluation

Status of Task at Time Project on "Hold"

Task 5 was approximately 60% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on “hold,” the Authority has changed the scope and approach. As a result of these changes the Authority will continue to review options for procurement of the new toll collection system.

Additional work will be required to address the issues and questions that have come to light since the time that work was suspended, including reconsideration of opportunities to piggyback off of existing applicable state contracts.

The deliverable document must be updated in the areas that have been impacted by the project changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 5 is now approximately 80% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 5 deliverable to address the issues and new questions regarding procurement methods that have arisen as a result of the Authority’s changes to the project scope and design.

Task 6 – Develop Requirements & Acceptance Criteria

Status of Task at Time Project on “Hold”

Task 6 in aggregate was approximately 60% Complete when project went on “hold.”

The Functional Requirements deliverables (6a, 6b, 6c, 6d, 6f and Communications and Interface Specification) were submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

The Technical Requirements deliverables (6aa, 6bb, and 6cc) were completed in Draft form.

The Technical Requirements deliverable (6dd) was completed in Draft form and submitted to the Authority for comment.

Status of Task at Time of Work Resumption

Since the work was put on “hold,” the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 6 is now approximately 40% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Functional and Technical Requirements as documented in the current Task 6 deliverables (including 6a, 6b, 6c, 6d, 6f, 6g, 6aa, 6bb, 6cc, and 6dd).

The changes to the Functional and Technical Requirements include, but are not limited to, the retainage and integration of the legacy Host/CSC with the new Host. The Authority has indicated that it will be responsible for the legacy CSC Back Office System and any toll transaction message converter component that may be necessary to convert Universal Financial Message (UFM) formatted toll transaction files to the legacy transaction file format for transmission to the legacy Host/CSC. The changes also include the development and integration of a new VPC subsystem with the new RTCS and legacy Host/CSC elements.

It will be necessary to revise and update the Test Program (6a) to reflect the new project approach and resulting system configuration which would involve new mix of new and legacy system elements.

It will be necessary to review the KPMG findings related to the system, to ensure that they are addressed in the updated in the RTCS requirements.

It will be necessary to provide additional reporting requirements to the Lane/Plaza Functional Requirements (6b).

It will be necessary to update the Host Functional Requirements (6c) to redefine the delineation interface requirements between the RTCS Host and the CSC/VPC subsystems. It will be necessary to relocate the Eden accounting system interface down to the RTCS from the original design, and an interface may also be required for the Eden to the legacy Host/CSC.

Host sizing/redundancy and database requirements for the RTCS Host will be updated, as well as data retention requirements.

Although is it is envisioned that the CSC/VPC Requirements (6d) could be scaled back somewhat from their current state, it will be necessary to update the CSC/VPC Functional Requirements (6d) to define the CSC/VPS requirements to reflect the new project approach. For example, the exchange of data between CSC/VPS and the RTCS, and the associated reconciliation to ensure that information is not lost in the process. The design would also support the assumption that the CSC/VPC subsystem could eventually be replaced by the consolidated statewide Toll Back Office or other new payment processing subsystem. It will also be necessary to update the functional requirements for the VPC Image Processing subsystem that will now be separated from the legacy Host/CSC.

Some of the functionality described in the CSC/VPS Functional Requirements is expected to be relocated to the RTCS Host. Examples include parts of Section 7 – Reporting Capabilities, Section 8 – Enterprise-Wide Reporting System and Section 9.2 – Interoperability, Reconciliation and Funds Deposits.

It will also be necessary to update the Technical Requirements deliverables for Lane/Plaza (6aa) Host System (6bb) to reflect the new project approach and system design implications. The Enterprise Integration and Reporting Technical Requirements (6dd) will be updated to clarify: 1.) which requirements must be addressed in the RTCS contract; and 2.) which in the legacy CSC Back Office system.

It is envisioned that the CSC Technical Requirements (6cc) will be significantly scaled back, if not deleted entirely. However, it will be necessary to indicate the requirements for how the

legacy host/CSC will fit into the new design, and the associated requirements for interface and integration.

Task 7 – Scope of Work *(for Contractor)*

Status of Task at Time Project on “Hold”

Task 7 in aggregate was approximately 85% Complete when project went on “hold.”

The Scope of Work Requirements deliverables (7a, 7b, 7c, 7d, and 7e) were submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

Status of Task at Time of Work Resumption

Since the work was put on “hold,” the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 7 is now approximately 40% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Scope of Work Requirements as documented in the current Task 7 Deliverables (including 7a, 7b, 7c, and 7d).

The changes to the Scope of Work include, but are not limited to, new requirements to support the retainage and integration of the legacy Host/CSC with the new Toll System Host, the RTCS and new VPC.

Task 8 – Risk Analysis

Status of Task at Time Project on “Hold”

Task 8 in aggregate was approximately 5% Complete when project went on “hold.”

The Risk Analysis deliverable initial Draft was under development and has not been submitted to the Authority for review and comment.

Status of Task at Time of Work Resumption

Since the work was put on “hold,” the Authority has changed the scope and approach. These changes will likely impact the results of this task, but it is not expected to significantly affect the volume of work required to complete the deliverable documents.

Considering the remaining work needed on this task to complete the deliverables, it is projected that Task 8 remains approximately 5% Complete.

Scope of Work to Complete Task

Atkins will complete the work with no change to the original Scope of Work or fee.

Task 9 – Cost Estimate

Status of Task at Time Project on “Hold”

Task 9 was approximately 60% Complete when project went on “hold.”

The Cost Estimate deliverable was submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

Status of Task at Time of Work Resumption

Since the work was put on “hold,” the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 9 is still approximately 60% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Cost Estimate as documented in the current Task 9 Deliverable.

The changes to the Cost Estimate will mainly be related to the new requirements to support the retainage and integration of the legacy CSC/VPC with the new Toll System Host.

Task 10 – Assist with Preparation of Formal Procurement Package

Status of Task at Time Project on “Hold”

Task 10 was approximately 20% Complete when project went on “hold.”

Status of Task at Time of Work Resumption

Since the work was put on “hold,” the Authority has changed the scope and approach. As a result of these changes the Authority is reconsidering the original options for procurement of the new toll collection system.

Some additional work will be required to adapt current work products to support the Authority’s preferred procurement approach, including the potential for piggybacking off of existing applicable state contracts.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 10 is now approximately 15% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 10 work products to support the Authority’s chosen procurement approach.

Task 11 – Evaluation Process (of Vendor Proposals)***Status of Task at Time Project on “Hold”***

Task 11 had not begun and was 0% Complete when project went on “hold.”

Status of Task at Time of Work Resumption

Since the work was put on “hold,” the Authority has changed the scope and approach. These changes will likely impact the results of this task, but it is not expected to significantly affect the volume of work required to complete the work.

Considering the remaining work needed on this task to complete the Deliverables, it is projected that Task 11 remains approximately 0% Complete.

Scope of Work to Complete Task

Atkins shall complete the work with no change to the original Scope of Work or fee.

Task 12 – Deliverable QA/QC & Project Management***Status of Task at Time Project on “Hold”***

Task 12 was approximately 70% Complete when project went on “hold.”

Status of Task at Time of Work Resumption

Since the work was put on “hold,” the Authority has changed the scope and approach. These changes will likely impact the results of this task in the following ways.

- Project management and administrative work as originally scoped through project completion.
- Additional QA/QC for documents that will require update/modification.
- Additional project management and administrative work to remobilize the project after nearly 11 months dormancy, including assessment of the status of the project work and deliverables in light of subsequent requested changes to the project scope.

Considering the remaining work needed on this task to complete the deliverables, it is projected that Task 12 remains approximately 50% Complete.

Scope of Work to Complete Task

From the time of the “hold,” the following work items will be required to complete the work.

Atkins will provide additional QA/QC for all updated deliverables.

Atkins will provide project management support including that required for the remobilization of the project, including assessment of the status of the project work and deliverables in light of subsequent requested changes to the project scope.

The changes to the Scope of Work include, but are not limited to, new requirements to support the retainage and integration of the legacy CSC/VPC with the new Toll System Host.

Task 13 – Consolidated Toll Back Office Concept and Options (NEW TASK)***Status of Task at Time Project on “Hold”***

This is a new task that was not defined prior to the project being placed on hold. This task arose out of the effort of other Florida toll agencies to consider a new consolidated statewide toll back office.

Status of Task at Time of Work Resumption

This initiative did not exist prior to when the work was put on “hold.” Since that action the Authority has changed the scope and approach to include a review of options for a concept of a consolidated toll back office. The Authority wishes to leverage the design work completed to date for its own new Toll Back Office that was to have been part of the original Toll System Replacement scope by having the work products to date, including such materials as system requirements, serve as the basis for the Authority’s requirements for a new statewide consolidated Toll Back Office.

Scope of Work to Complete Task

Atkins will explore requirements, develop options and provide a concept for a consolidated toll back office. This task will explore various options which provide the Authority and other participating agencies flexibility in planning stages for a consolidated toll back office operations.

The task will include three (3) workshops to develop options for a toll back office services and concepts. These workshops are intended to involve Authority staff and required stakeholders that are familiar with the role and requirements of the toll back office function.

The task will consider options that include interoperability with other toll agencies, potential external interoperability with the Alliance for Toll Interoperability (ATI), and assessment of the Electronic Payment Industry National Interoperability Specification use for the Authority.

A deliverable of a concept and options will be provided in presentation format.

Once a concept option is selected by the Authority, Atkins will conduct a gap analysis to identify differences between the selected concept and the legacy Toll Back Office design as it currently stands when work was put on “Hold.” Atkins will identify areas where the back office legacy design requirements require update or modification in order to be consistent with the selected concept. Atkins will also update the requirements as necessary for conformance with the selected consolidated back office concept. Atkins will not advance the design of the back office requirements beyond the general state of completion they were in when the project was put on “Hold.”

Changes to the Project Budget

- Due to the extended schedule for the project due to “hold” in activities, updated Labor Hourly Rates from 2010 to 2012 rates.

(Contract is now Contract No. 000821)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702 → see contract No. 821

This Supplemental Agreement No. 4 entered into this 24th day of August, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the "Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2012, with no increase in the Contract amount.
2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.
3. The Authority and Consultant agree that this Supplemental Agreement No.4 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. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 4 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *Claude Miller*
Director of Procurement

ATKINS NORTH AMERICA, INC.

By: *Tom Hry*

Title: NATIONAL TOLL TECHNOLOGY, Group Director

Attest: *Kellie M. Brabant* (Seal)



NAME CHANGE AGREEMENT

WHEREAS, on August 26, 2010, the Orlando-Orange County Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as the "AUTHORITY", and Post, Buckley, Schuh, & Jernigan, Inc. ("the Consultant"), entered into an Agreement, and amendments thereto, whereby the Consultant would provide assistance in the evaluation and selection process for procurement of a new toll collection system and related tasks.

WHEREAS, on April 1, 2011, the Consultant officially changed its legal registered name to Atkins North America, Inc.; and

WHEREAS, Atkins will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

WHEREAS, the AUTHORITY hereby consents to continuing the Agreement with Atkins.

WHEREAS, where the term Post, Buckley, Schuh & Jernigan, Inc. (d/b/a PBS&J) shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to Atkins North America, Inc.

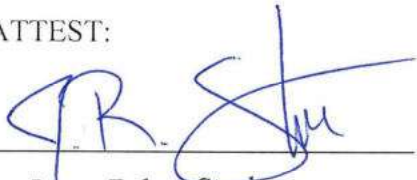
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Consultant caused these presents to be executed by their
duly authorized officer this 11th day of May, 2011.


(Seal)

CONSULTANT: ATKINS NORTH AMERICA, INC.

ATTEST:




James Robert Steele
Assistant Secretary

BY 

Signature
L. Dean Fox, President

Name and Title

CONSENT TO ABOVE AND FOREGOING NAME CHANGE
ON BEHALF OF ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY 

Signature

Claude Miller, Director of Procurement

5/11/11

Date

**REVIEWED AND APPROVED
BY LEGAL** 

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 3 entered into this 18th day of March, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2011, with no increase in the Contract amount.
2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.
3. The Authority and Consultant agree that this Supplemental Agreement No.3 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. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 3 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

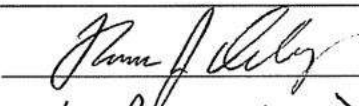
Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

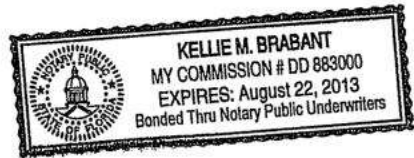
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

PBS&J

By: 
Title: Vice President & Division Manager

Attest:  (Seal)



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 2 entered into this 9th day of February, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes to revise Article 25, Assignment and Removal of Key Personnel, of the Agreement, to become effective February 15, 2011, as follows:
 - A. Amend the fourth line of the first paragraph to read as follow:

“...Spencer, Walter Kristlibas, Chris Bausher, Eric Berg, Mike Davis, Bob Lagatta, Luis Hevia...”
 - B. Amend the fourth and fifth lines of the fifth paragraph to read as follows:

“... AUTHORITY’s Director of Information Technology. (As a minimum, Sue Hofsetter and Phil Miller are designated as subconsultant Key Personnel.) CONSULTANT agrees to enforce this...”
2. The Consultant requests, and the Authority approves, the use of AECOM as a subconsultant.
2. The Consultant hereby agrees to the amendment to the Agreement with no extension of the term of the Contract and an increase in the Contract amount of \$9,362.49, for the services to be provided by AECOM, as detailed in the attached Exhibit “A”.
3. The Authority and Consultant agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No.2; that acceptance of this Supplemental Agreement No.2 signifies the Consultant’s waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 2 is necessary to modify the Assignment and Removal of Key Personnel section of the Agreement, to approve the use of AECOM as a subconsultant, and to increase the Contract amount.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: \$9,362.49

This Supplemental Agreement No.2 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *David Miller*
Director of Procurement

PBS&J

By: *John J. Kelly* 2/24/2011
Title: *Vice President & Division Manager*

Attest: *Kellie M. Brabant* (Seal)





AECOM 40
150 N. Orange Avenue
Suite 200
Orlando, FL 32801
www.aecom.com

7 284-4849 tel
407 839-1789 fax

February 8, 2011

Christopher S. Bausher, P.E.,
Project Manager, PBS&J
482 S. Keller Road
Orlando, FL 32810

Dear Chris,

AECOM appreciates the opportunity to support PBS&J with the upcoming OOCEA Board Workshop, and will provide the services of Philip Miller, P.E. for this project. Rates for 2011 and the hours requested are shown below. The overhead rate shown is the current AECOM Florida audited overhead rate.

Staff Member	Rate	Hours	Labor	Overhead @ 161.08%	Profit @ 12.00%	Total
Phil Miller	\$88.94	36	\$3,201.84	\$5,157.52	\$1,003.12	\$9,362.49

If there any questions or concerns please feel to contact me or Phil directly at any time.

Sincerely Yours,

Philip D. Miller for

James J. Eden
AECOM
Director of Tolls
(919) 854-6200
james.eden@aecom.com

JE/pm

cc: Philip Miller
Thomas Delaney

(Contract is now Contract No. 000821)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 1 entered into this 30th day of September, 2010, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes to amend the Agreement with the addition of new Article 25, Assignment and Removal of Key Personnel, and Article 26, Ownership of Materials and Intellectual Property Rights, shown on the attached Exhibit "A".
2. The Consultant hereby agrees to the amendment to the Agreement at no increase in the Contract amount or extension of the term of the Contract.
3. The Authority and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 1 is necessary to modify the Agreement to address Assignment and Removal of Key Personnel and Ownership of Materials and Intellectual Property Rights.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: \$0.00

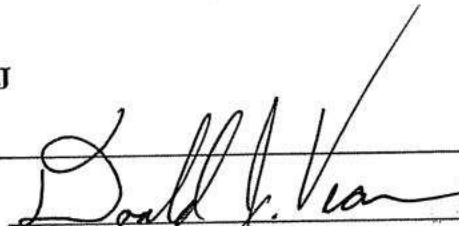
This Supplemental Agreement No.1 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

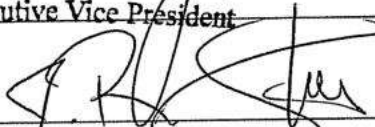
By: 
Director of Procurement

Date: 10/14/10

PBS&J

By:  Donald J. Vrana

Title: Executive Vice President

Attest:  (Seal)

Date: 10/12/10 James Robert Steele
Assistant Secretary



EXHIBIT A
SUPPLEMENTAL AGREEMENT NO. 1
TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT
CONTRACT NO. 000702

“25. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONSULTANT is the level of expertise, knowledge and experience possessed by employees of CONSULTANT, particularly Walter Kristlibas, Tom Delaney, Brian Spencer, Phil Miller, Chris Bausher, Erik Berg, Mike Davis, Bob Lagatta, Luis Hevia, Kevin Yorke, Hong-Ting Chen and Chris Russo (the “Key Personnel”) and CONSULTANT’s covenant to have these employees available as required by the Scope of Services and the needs of the project to assist in the provision of the services. Throughout the Term of this Contract, CONSULTANT 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 the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONSULTANT shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

The AUTHORITY shall be notified in advance of any changes in the CONSULTANT Key Personnel identified above and any changes to subconsultant Key Personnel. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance. Any and all changes to Key Personnel for either the CONSULTANT or a subconsultant, will require prior approval, in writing, from the AUTHORITY’s Director of Information Technology or designated representative.

If the CONSULTANT removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONSULTANT hereunder. CONSULTANT may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications and approved in writing by the AUTHORITY’s Director of Information Technology or designated representative.

Promptly upon request of AUTHORITY, CONSULTANT shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY 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 the AUTHORITY

In addition to retaining its own Key Personnel throughout the duration of the project, CONSULTANT shall also require its subconsultants to retain all Key Personnel as identified in the CONSULTANT's Technical Proposal and accepted by the AUTHORITY's Director of Information Technology. (As a minimum, Sue Hofstetter is designated as subconsultant Key Personnel.) CONSULTANT agrees to enforce this requirement by including language in all of its subconsultant contracts allowing it to terminate the contract in the event identified Key Personnel are either not retained by the subconsultant, or substitute personnel are not approved by the AUTHORITY in writing. Further, the AUTHORITY reserves the right to refuse payment for any services rendered by a subconsultant who fails to comply with this requirement.

26. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONSULTANT, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONSULTANT, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subcontractors, which

for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

26.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **or**

26.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **and**

26.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONSULTANT Property or any license granted to AUTHORITY for use of the CONSULTANT Intellectual Property rights; **and**

26.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there are no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subcontractors with respect to the CONSULTANT Property or CONSULTANT Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

26.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONSULTANT, or a third party; **or**

26.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; **and**

26.7 Notwithstanding sections 26.5 and 26.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 26.5 and 26.6.”

(Contract is now Contract No. 000821)

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
PBS&J**

**TOLL COLLECTION SYSTEM REPLACEMENT
CONSULTANT
CONTRACT NO. 000702**

**CONTRACT DATE: AUGUST 25, 2010
CONTRACT AMOUNT: \$725,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, DETAILS OF COSTS AND FEES,
PROJECT ORGANIZATIONAL CHART, AND
TECHNICAL PROPOSAL**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF
COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND TECHNICAL
PROPOSAL**

FOR

TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

CONTRACT NO. 000702

AUGUST 2010

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

**Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Mark C. Filburn, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Richard T. Crotty, Ex-Officio Member**

Executive Director

Michael Snyder, P.E.

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CONTRACT NO. 000702
TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

This Contract (the "Contract" as defined herein below), is made this 26th day of August, 2010, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and PBS&J, 482 South Keller Road, Orlando, Florida 32810, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide assistance in the evaluation and selection process for procurement of a new toll collection system and related tasks as may be assigned to the consultant by the AUTHORITY and identified as Contract No. 000702; and,

WHEREAS, on or about May 28, 2010, the AUTHORITY issued a Request for Letters of Interest seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of three (3) qualified firms that responded to the Request for Letters of Interest 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 CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing assistance in the evaluation and selection process for procurement of a new toll collection system as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other consultants or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services, including the Security Policy and Contractor Security Guidelines Handbook
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Fee Proposal submitted by CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three hundred (300) calendar days from the date established in the Notice to Proceed from the AUTHORITY. The term may be extended if mutually agreed to by the parties.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the

AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is not-to-exceed \$725,000.00

3.2 AUTHORITY agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another CONSULTANT doing work for the AUTHORITY 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 the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONSULTANT shall permit the AUTHORITY, at the AUTHORITY'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 the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the CONSULTANT

agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (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**

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY's program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services

6. **CONSULTANT INSURANCE**

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONSULTANT shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT 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.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c)

include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

7. CONSULTANT RESPONSIBILITY

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT 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) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY's Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including without limitation any misappropriation or violation of third

party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

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

10. PRESS RELEASES

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

11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

13. NONDISCRIMINATION

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

14. SUBLETTING AND ASSIGNMENT

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

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

15. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY 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.

17. 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.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Fee Proposal.

19. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subconsultant, or matter.

20. INTERPRETATION

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

21. 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 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 the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

22. DOCUMENTED ALIENS

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

in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Contract for cause.

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 CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; 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.

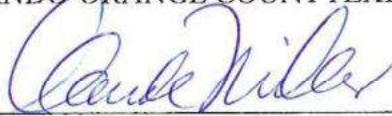
24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

24.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and


24.2 CONSULTANT 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 AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on 8/25, 2010.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Claude Miller

CONSULTANT
By: 
SENIOR VICE PRESIDENT
Title

ATTEST:  (Seal)

Approved as to form and execution, only.



General Counsel for the AUTHORITY

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SCOPE OF SERVICES
TOLL SYSTEM REPLACEMENT CONSULTANT SERVICES

1.0 DESCRIPTION

The Consultant shall provide assistance in the evaluation and selection process for procurement of a new toll collection system. The Consultant shall work closely with Authority staff to identify the need for upgrades for the Authority's toll collection systems including host and back office systems, plaza systems, in-lane systems, maintenance systems and violation enforcement systems. Both hardware and software solutions shall be investigated, evaluated and reported.

At the Authority's option and sole discretion, the firm may also be engaged in Phase 2 of this project which is to assist the Authority with the actual implementation of the system changes identified in Phase 1 as described below.

The Authority wishes to have procurement packages ready for issuance no later than March 1, 2011.

2.0 PROJECT BACKGROUND

The Authority is engaged in an ongoing effort to systematically improve its entire transportation management system. As part of that effort, the Authority's Board approved a strategic plan which called for a two phased approach to updating the existing toll collection systems. The first phase called for a system upgrade which was designed to support operations until the second phase – a partial system replacement – could be accomplished. The upgrade was completed as planned and the Authority is now ready to begin the second phase and replace components of the toll collection system. In order to proceed, the Authority needs to revisit the strategic plan to be sure the goals are still compatible with its operational needs. As part of this effort, a review of today's toll system market as well as an evaluation of the Authority's existing technologies is also needed. Once these evaluations are complete the Authority can move forward with the system replacement project.

2.1 Schedule

The following is the summary schedule for Tasks 1 to 10.

Notice to Proceed	Sept 1, 2010	
Kickoff Meeting	Sept 2, 2010	
Submittal Set 1	Oct 1, 2010	Tasks 1,2, 3
Review Period by Expressway Authority	Thru Oct 8, 2010	
Review Conference Period 1	Oct 12-13, 2010	
Submittal Set 2	Nov 5, 2010	Tasks 4, 5, and 6 (Test Plan and Functional Requirements)
Review Period by Expressway Authority	Thru Nov 12, 2010	
Review Conference Period 2	Nov 15-16, 2010	
Submittal Set 3	Dec 13, 2010	Tasks 6, 7 draft
Review Period by Expressway Authority	Thru Dec 21, 2010	
Review Conference 3	Dec 21-22, 2010	
Submittal Set 4	Jan 31, 2011	Pre-final Tasks 1-10
Review Period by Expressway Authority	Feb 7 – Feb 14, 2011	
Review Conference 4	Feb 17-18, 2011	
Final Submittal of Procurement Documents to Authority	Feb 24, 2011	

2.2 Submittals

For each task and subtask, a deliverable is listed with descriptive bullets or notes. The Consultant will use brief Tech Memos (Technical Memoranda) to present specific issues or subjects of discussion for the Authority. Larger roll-up documents for more formal presentations will be in the form of Reports. As major tasks or Reports are completed, the Consultant will also provide PowerPoint slides for Authority use, possibly with executive management or Board meetings. Depending on Authority preferences, the Consultant may also be asked to participate in or make presentations, or only provide materials. Submittals will be delivered and posted to the SharePoint site by 11:00a eastern time on due dates

The Consultant will support review times and revisions for all submittals.

3.0 PROJECT TASKS

3.1 Assignments to the Consultant may include, but are not necessarily limited to, the following:

3.1.1 Industry Overview

Prepare an industry overview identifying firms currently in the marketplace that are providing system solutions to toll agencies. Review and report on the system solutions in place at other leading toll agencies. Identify other agencies with similar programs and needs and identify the systems in use there and how they might meet the Authority's needs.

Analysis shall include an examination of the current direction of the industry and how multi-state and regional interoperability plays into the systems and technologies recommended.

An evaluation of industry practices with regard to rights involving system source code shall be included along with a recommendation to be used in the procurement process.

Determine if there are toll system contracts with other toll agencies within the State of Florida that the Authority could potentially leverage by "piggybacking". Provide a list of contacts at these agencies to allow agency-to-agency follow up.

➤ Deliverable 1 - **Industry Overview Tech Memo** (Delaney)

- Prepare a tabular summary of
 - Toll industry firms currently in the market place providing solutions to toll agencies,
 - Key features and functions of current systems recently deployed or are under development, and how they could apply to the Expressway Authority, Sample areas to look at will include:
 1. Multi-Lane Free-Flow (express lanes) architecture,
 2. Automatic vehicle classification,
 3. Issues related to image capture and processing,
 4. Transaction format and processing,
 5. Integration of video / violations into overall system.
- Review multistate and regional interoperability, to include potential consideration of the E-ZPass Group and the Alliance for Toll Interoperability,

- Review industry practices regarding ownership and retention of source code. Identify available Florida toll system contracts for “Piggybacking,”

3.1.2 Stakeholder Interviews

Using a prepared standard list of interview questions to include items such as current system short-comings and potential future needs. Conduct interviews in three meetings of several people at each, followed by an executive review meeting. Prepare a written summarization of the interviews with a discussion of common findings.

- Deliverable 2 - Stakeholder Interview Tech Memo (Kristlibas – Miller)

3.1.3 Evaluate Current System

Review the Authority’s current system technology and prepare a summary document. The summary document shall include a diagram of the existing toll collection system components and their relationships with each other. It shall also include the following items for each hardware and software component in each portion of the analysis:

- description and purpose of the component
 - interdependencies between the component and other components
 - current support/maintenance status
 - expected end-of-life
 - a discussion of risks
 - a recommendation of whether or not the component should be replaced or upgraded
 - a proposed timeline for each replacement/upgrade recommended
 - A discussion of whether the component could be acquired separately or as a subset of other components.
 - an anticipated cost for each recommended replacement/upgrade
 - A GAP analysis showing the current level and what is currently available and in use in leading tolling organizations
- Deliverable 3a - Lane / Plaza Tech Memo (Berg) – an assessment of strengths and weaknesses of each roadside item listed below with respect to physical condition, physical or functional obsolescence, and suitability for incorporation into a new overall system. Sample items and categories of items include:

- Plaza System Functions, Hardware and Software
- Conventional Lanes
 - Lane Controller and System
 - Coin Machines
 - In-Booth Equipment
 - Automatic Vehicle Classification Equipment
 - VES Equipment
 - AVI Equipment
- Multi-Lane Free Flow (Express) Lanes
- Typical Diagrams showing interrelationships of components being evaluated
 - Conventional Lanes
 - Express Lanes
 - Mainline Plazas
 - Ramp Plazas
- Deliverable 3b – **Host System Tech Memo** (Hofstetter) – an assessment of the strengths and weaknesses of the Host/CSC/VPC system and architecture, applications and databases.
 - Hardware and Operating System Software
 - Oracle Software
 - Transaction Processing
 - CSC Application and Subsystems
 - TRIMS
 - IVR
 - Other Interfaces and Subsystems including interfaces to vendors such as printing companies
 - Interoperability Considerations
 - VPC Application and Subsystems
 - Image Review Application
 - TRIMS
 - Violation Processing
 - Interfaces including DMV
 - Supplemental Servers such as Reports Server

- Typical Diagrams – Host Environment
 - Accounting impacts and opportunities to enhance financial integration to gain efficiencies during TCS upgrade (KPMG).
 - Findings from previously completed evaluation by KPMG.
- Deliverable 3c – **Today’s Business Rules Summary Tech Memo** (Kristlibas) – a summary that captures current Business Rules in order for the Authority stakeholders to assess what should remain and what may need to be added.
- Deliverable 3d – **Summary Report** (Hevia or Bausher)
- Deliverable 3e – **Review Conference 1 NEEDS ASSESSMENT Agenda, Handouts, Minutes.** (Miller)

3.1.4 System Upgrade Plan

Prepare an overview summarizing both short-term and long-term plans for upgrading/replacing system components. The plan shall include a discussion of the feasibility of multiple vendors providing different system components and shall include an evaluation of the advantages/disadvantages of using a single vendor versus multiple vendors.

A timeline shall be included as well as the ordering of the component replacements. The interdependencies shall also be addressed in the timeline. Special attention shall be paid to addressing how the components can be upgraded/ replaced with the minimum interruption to traffic, system users and protection of the Authority’s revenue stream.

- Deliverable 4 – **System Upgrade Tech Memo** (Bausher)
- High-level concept of the system upgrade to include new elements, how they are integrated with existing systems, subsystems or components,
 - Contract organizational concept:
 - (Single vs. multiple vendors),
 - (Delineation of multiple contracts),
 - (Assignment of responsibilities),
 - Timeline considerations
 - Initial transition and migration concepts
 - Vendor responsibility considerations
 - Recommendations.

3.1.5 Procurement Method Evaluation

Advise the Authority on procurement methods recently used by other agencies on comparable system acquisition projects. Evaluation shall include the pros and cons of each procurement method and shall take the Authority's procurement policies into consideration.

➤ Deliverable 5 – **Procurement Methods Table** (Hevia)

- Procurement methods used:
 - RFP,
 - ITN,
 - Existing contact change order,
 - Vendor Supply,
 - Labor Rates and Task-Order Based,
 - Other.
- Contract types:
 - Performance-based system,
 - Milestone-based development,
 - Lease-Purchase vs. Purchase,
 - Maintenance Option Considerations.
 - Existing contact change order,
 - Vendor Supply,
- Timeline considerations.

3.1.6 Develop Requirements and Acceptance Criteria

Prepare documentation detailing technical and functional requirements for each component slated for replacement/upgrade. Also establish system acceptance criteria for the components to be replaced/ upgraded. High level capacity and performance requirements to be tested shall be included for each component that will be upgraded/ replaced that addresses the interdependencies of the components. All requirements will either be testable or verifiable, and tests will be for the component level, subsystem level as well as total system end-to-end testing.

The list of component and subsystems could include the following sample items depending on the results of the previous submittals:

- **Deliverable 6a – Test Program (Hofstetter – Berg)**
- Deliverable 6b - **Lane / Plaza Functional Draft Requirements** (Berg).

- Plaza System,
- Conventional Lanes
 - Manual Operations
 - Coin Machine Operations
 - E-Pass Operations
 - Automatic Vehicle Classification Equipment
- Multi-Lane Free Flow Lanes
- Lane / Plaza Capacity and Performance Requirements for Testing
- Deliverable 6c – **Host System Draft Functional Requirements** (Hofstetter)
 - System Functions
 - System Interfaces
 - Transaction Management
 - Transaction Audit Support
 - Transaction exception reviews and amendments,
 - Activity report reconciliation and disposition of irreconcilable exception transactions,
 - Cash Operations Audit
 - Reports and reconciliations of deposits, collector reports, system activity reports and bank deposits.
 - MOMS
 - Host System Capacity and Performance Requirements for Testing
 - Enterprise Integration and Reporting Functional Requirements (KPMG)
 - Integration of **back office systems to GL**
 - **Reconciliation requirements**
 - **Operational** reporting requirements
 - Financial reporting requirements
 - Other financial requirements (e.g., PCI, SAS70, etc.)
- Deliverable 6d – **Customer Service Center and VPC Draft Functional Requirements** (Kristlibas)
 - CSC Functions

- CSC Interfaces
 - IVR
 - 3rd Party Payment Channels – out of system account-replenishment network.
 - Interoperability
 - Rental car companies and other commercial accounts,
 - Parking facility interfaces,
 - Citations to court,
- CSC Business Rules Requirements
- VES Image Processing
- Out-of-state license plate lookup
- Invoicing and Invoice Management
- Account Statements
- Account Management Audit / Accounts Receivables Audit
 - Reconciliation of transactions to account balance changes,
 - Invoice / Violation Notice Aging Reports,
- CSC Capacity and Performance Requirements for Testing – e.g. call center system load capacity, image processing,
- Deliverable 6f – **Upgrade Plan and Functional Requirements Summary Report** (Hevia or Bausher) – this will be a compilation of the work completed to this point for review as an integrated whole.
- Deliverable 6g – **Review Conference 2 UPGRADE PLAN Agenda, Handouts, and Minutes.** (Miller).

The following tasks will be developed after Review Conference 2, as their level of detail could depend on upgrade plan decisions made at the conference. All lists in Deliverables 6aa through 6dd below represent possible categories which could change based on the results of submittal sets 1 and 2.

- Deliverable 6aa - **Lane / Plaza Technical Requirements** (Berg)
 - Plaza System Technical Requirements
 - Network Requirements
 - Lane Controller System Technical Requirements
 - Transaction Message Requirements
 - Lane Control Hardware Requirements
 - Lane Control Software Requirements
 - Automatic Vehicle Classification Equipment
 - Lane Subsystem Technical Requirements
- Deliverable 6bb – **Host System Technical Requirements** (Hofstetter)
 - System Requirements
 - Hardware Requirements
 - Software Requirements
 - Transaction Audit Support
 - Cash Operations Audit
 - MOMS
 - Interoperability Requirements
- Deliverable 6cc – **Customer Service Center Technical Requirements** (Kristlibas)
- Deliverable 6dd – **Enterprise Integration and Reporting Technical Requirements** (KPMG)
 - Financial and Reporting Performance Requirements

3.1.7 Scope of Work

Prepare a Scope of Work describing major project deliverables as well as a preliminary schedule, plan for testing, and a preliminary transition plan for system cutover. If it is determined that more than one vendor could be selected to provide different system components, multiple Scope of Work documents may be required. In addition, if appropriate, a plan for coordination and oversight of multiple vendors shall be provided.

- Deliverable 7a – **Scope of Work – General** (Bausher) (Note this section may apply to one contract or multiple contracts).
 - Submittals
 - Design Submittals
 - Interface Control Documents
 - Installation
 - System-integrator-supplied: As-Installed Drawings, Cut Sheets, Serial Numbers, Warranty and Maintenance Documentation
 - Software Licenses and Escrow / Code
 - Installation Design Requirements
 - Warranty and Maintenance Services
 - Program Support Services (, Contractor Management During Design, Development and Testing, Training Programs)
- Deliverable 7b – **Scope of Work - Lane / Plaza Upgrade, Migration and Testing Program** (Berg)
- Deliverable 7c – **Scope of Work - Host Upgrade, Migration and Testing** (Hofstetter)
- Deliverable 7d – **Scope of Work - CSC Upgrade and Migration** (Kristlibas/ Hevia)
- Deliverable 7e – **Review Conference 3 DRAFT PROCUREMENT SET Agenda, Handouts, Minutes.** (Miller).

3.1.8 Risk Analysis

Prepare a formal analysis of project risks. Identify and categorize all potential real and perceived risks. Identify controls that are required to mitigate the identified risks as well as monitor them throughout the process.

- Deliverable 8 – **Risk Analysis** (KPMG)

Identify, categorize and prioritize risks and proposed mitigation techniques **for the TCS Project**.

- Format/layout by Conference 1
- Initial draft by Conference 2
- Enhanced draft by Conference 3

PBS&J technical staff will support KPMG in consultation on this task development, particularly as it relates to the identification and mitigation of technical risks.

3.1.9 Cost Estimate

Develop a cost estimate framework that will be used for both this task and the procurement. Develop a preliminary cost estimate for replacement/upgrade items to be used as a funding guideline. This shall include both the procurement of the components and their installation and potential maintenance costs.

The cost estimate shall be at a detail level that clearly shows estimated costs for each system component.

- Deliverable 9a – **Initial System Quantities and Tabulations** (Hevia – Chen) (to be submitted with Submittal Package 1 for Conference 1).
- Deliverable 9b – **Preliminary Cost Estimates** (Hevia – Chen) (to be submitted with Submittal Package 2 for Conference 2).
- Deliverable 9c – **Draft Cost Estimates** (Hevia – Chen) (to be submitted with Submittal Package 3 for Conference 3).
- Deliverable 9d – **Final Cost Estimates** (Hevia – Chen) (to be submitted with Submittal Package 4 for Conference 4 and will include blank forms for bidding purposes).

3.1.10 Assist with Preparation of Formal Procurement Package

Based on the procurement method selected, provide assistance in the development of the formal Request for Proposals (RFP), Request for Quotations (RFQ), or similar solicitation package.

- Deliverable 10 – **Draft Procurement Package** (Miller – Kristlibas). The Consultant shall provide technical support to the Authority's procurement department in review and potential augment to Authority terms and conditions and ensuring that technical sections prepared by the consultant fit in the Authority procurement package(s). Work areas could include:
 - Procurement schedule milestones requirements, evaluation weighting and details,

- Software Licensing
- Service Level Agreements

3.1.11 Evaluation Process

Assist the Authority with the evaluation of proposals and provide assistance through the award of contract(s).

The PBS&J Team recognizes there are many variables at this stage, and therefore we suggest that a level of effort is used at this point to estimate costs for services in support of the Authority. Contemplated support offered during two specific stages would include:

1 – During Vendor Proposal Preparation – the PBS&J team will provide assistance in tracking and answering potential vendor questions, assist with pre-bid meetings and field views and in issuing addenda as needed.

2 – Proposal Submittal Evaluation – the PBS&J team will support the Authority in reviews of the proposals in terms of

- a-* Vendor Qualifications
- b-* Vendor Technical Responses
- c-* Pricing Analysis for balanced bids and “apples to apples” comparisons.
- d-* “Best Value” assessment for Authority Recommendation.

The reviews will be provided in summary and detail to assist Authority evaluation team in scoring the proposals.

4.0 CONSULTANT REPORTING

The Consultant shall provide a written status report on a weekly basis in conjunction with the weekly project progress meeting. This report shall contain status on all items in progress, the total time worked broken out by individual assigned for the week, and the planned activities for the upcoming week. The consultant will submit weekly labor charges from the timecard entry system along with the monthly summary of all hours worked by task with each monthly invoice along with direct expenses and sub-consultant fees.

5.0 TERM OF CONTRACT

Work shall commence upon issuance of a written Notice to Proceed from the Authority. Services to be provided shall be completed by the Consultant within 300 calendar days from the date established in the Notice to Proceed.


End of Section

**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: September 23, 2022

SUBJECT: Approval of Purchase Order to SHI International Corp. for
Microsoft Office 365 and Microsoft Dynamics Licenses

Board approval is requested to issue a purchase order to SHI International Corp in a not-to-exceed amount of \$840,318.47 for Microsoft Office 365 and Microsoft Dynamics Licenses. This is a cooperative (piggyback) procurement based on Sourcewell – Technology Catalog Solutions Contract #081419-SHI (which is a cooperative purchasing organization for the public sector), which will allow us to take advantage of the competitive rate already negotiated with Sourcewell.

This purchase supports CFX's Microsoft Office administrative software and operations systems.

This purchase is a component of projects included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: 

Rafael Millan
Director of IT




Jim Greer

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 15, 2022

SUBJECT: Approval of Purchase Order to SHI International Corp. for
Striim Software and Support Services


Board approval is requested to issue a purchase order to SHI International Corp. in a not-to-exceed amount of \$57,891.72 for Striim software and support services. This will be a cooperative (piggyback) procurement based on the current Omnia Partners (which is a cooperative purchasing organization for the public sector) – IT Solutions Contract #2018011-02, which will allow us to take advantage of the competitive rate already negotiated with Omnia Partners.

This software is being used for the toll operations software upgrade project to support E-PASS.

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

Reviewed by: 

Rafael Millan
Director of IT




Jim Greer

**CONSENT AGENDA ITEM
#13**

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 20, 2022

SUBJECT: Approval of Contract Award to 15 Lightyears, Inc.
for Coral Hills Mainline Photovoltaic Deployment Design/Build Services
Project No. 414-473, Contract No. 001924

Letters of Interest for the above referenced project was advertised on July 3, 2022. Three (3) responses were received by the August 9, 2022 deadline. Those firms/contractors were 15 Lightyears, Inc. / Michael Baker International, Advanced Roofing, Inc. d/b/a Advanced Green Technologies and Castillo Energy LLC / KCG Transportation Services, LLC.

The Evaluation Committee, after reviewing the Letters of Interest, met on August 19, 2022 and shortlisted all the firms.


An Invitation to Bid was issued to those firms/contractors on August 19, 2022, with only two of the teams responding by the September 16, 2022 deadline. Bid results were as follows:

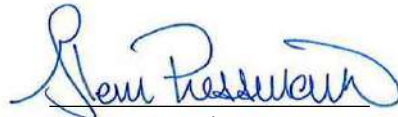
<u>Bidder</u>	<u>Bid Amount</u>
1. Advanced Roofing, Inc. d/b/a Advanced Green Technologies	\$ 699,144.63
2. 15 Lightyears, Inc. / Michael Baker International	\$1,112,179.26

Advanced Roofing, Inc. d/b/a Advanced Green Technologies withdrew their bid. After discussion between the Director of Procurement and the Director of Intelligent Transportation Systems it was decided to go with the second low bidder.

The engineer's estimate for this project is \$945,146.00. Included in the Five-Year Work Plan is \$1,110,000.00.

The work to be performed includes design and construction of Coral Hills Mainline Photovoltaic. Board award of the contract to 15 Lightyears, Inc. in the amount of \$1,112,179.26 is requested. This contract is included in the Five-Year Work Plan.

Reviewed by: 
Bryan Homayouni, PE
Director of Intelligent Transportation Systems


Glenn Pressimone, PE

LOI-001924 Committee Meeting – August 19, 2022 Minutes

Evaluation Committee for **Coral Hills Mainline Photovoltaic Design/Build Services, Project 414-473, Contract No. 001924** held a duly noticed meeting on Friday, August 19, 2022, at 9:00 a.m. in the Sandpiper Conference Room at CFX Administration Bldg., Orlando, Florida.

Committee Members Present:

Bryan Homayouni, Director of Intelligent Transportation Systems
Iranetta Dennis, Director of Supplier Diversity
David Falk, Engineering Project Manager
Kenneth J. Leeming, Manager, Orange County Highway Construction Division

Other Attendees:


Aneth Williams, Director of Procurement
Frank Caruso, KCG Transportation Services, LLC

Discussion and Motions:


Aneth explained that today's meeting was to evaluate and shortlist the top firms and collected the Evaluation Committee Members Disclosure forms.

General discussion ensued about the LOI submittals. It was the consensus of the Committee that Advanced Roofing, Inc. d/b/a Advanced Green Technologies, Castillo Energy, LLC/KCG Transportation Services, LLC and Michael Baker International, Inc./15 Lightyears, Inc. be shortlisted and submit price proposals.

There being no further business to come before the Committee, the meeting was adjourned at 9:15 a.m. These minutes are the official minutes of the Evaluation Committee meeting for LOI 001924 held Friday, August 19, 2022.

Submitted by: 
Aneth Williams, Director of Procurement

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


Bryan Homayouni, Director of Intelligent Transportation Systems

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
15 LIGHTYEARS, INC.**

**DESIGN/BUILD SERVICES FOR
CORAL HILLS MAINLINE PHOTOVOLTAIC
DEPLOYMENT**

PROJECT NO. 414-473

CONTRACT NO. 001924

CONTRACT DATE: OCTOBER 13, 2022

CONTRACT AMOUNT: \$1,112,179.26

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT, SCOPE OF
SERVICES, DESIGN CRITERIA, GENERAL SPECIFICATIONS,
TECHNICAL SPECIFICATIONS, DRAWINGS, ADDENDA, PRICE
PROPOSAL, PUBLIC CONSTRUCTION BOND, AND FORMS**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, MEMORANDUM OF AGREEMENT, SCOPE OF SERVICES, DESIGN
CRITERIA, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS,
DRAWINGS, ADDENDA, PRICE PROPOSAL, PUBLIC CONSTRUCTION BOND, AND
FORMS**

**DESIGN/BUILD SERVICES FOR
CORAL HILLS MAINLINE PHOTOVOLTAIC DEPLOYMENT**

**PROJECT NO. 414-473
CONTRACT NO. 001924**

OCTOBER 2022

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**AGREEMENT FOR
DESIGN/BUILD SERVICES FOR
CORAL HILLS MAINLINE PHOTOVOLTAIC DEPLOYMENT
PROJECT 414-473, CONTRACT NO. 001924**

THIS AGREEMENT FOR DESIGN/BUILD SERVICES FOR CORAL HILLS MAINLINE PHOTOVOLTAIC DEPLOYMENT (“AGREEMENT”) is made and entered into as of the 13th day of October 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807-1684 (hereinafter called “CFX”) and 15 Lightyears, Inc., (hereinafter called “DESIGN/BUILDER”), a Florida Profit Benefit corporation, registered and authorized to conduct business in the State of Florida, whose principal address is 350 S Ronald Reagan Blvd., Longwood, FL 32750. CFX and DESIGN/Builder may hereinafter be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, CFX desires to obtain the professional architectural, engineering and construction services of DESIGN/BUILDER concerning certain services for the design, engineering and construction of Coral Hills Mainline Photovoltaic Deployment, Project 414-473 (hereafter referred to as the “Project”), said services being more fully described in the “Scope of Services” attached hereto as **Exhibit “A”** and incorporated herein (“Scope of Services”); and

WHEREAS, CFX issued a Request for Proposals for Design/Build Services for Coral Hills Mainline Photovoltaic Deployment, Project 414-473 (“RFP”); and

WHEREAS, DESIGN/BUILDER submitted a proposal in response to the RFP; and

NOW, THEREFORE, CFX and DESIGN/BUILDER, in consideration of the mutual covenants and provisions hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 DESIGN/BUILDER shall, consistent with applicable state licensing laws, provide professional architectural, engineering and construction services for the Project in accordance with the Contract Documents, as more particularly defined in Article 6 hereof. The “Work” is generally described and defined as any and all completed professional architectural, engineering and construction services, and the various separately identifiable parts thereof, required to be performed or furnished to complete the design, engineering and construction of the Project in accordance with the terms and conditions of the Contract Documents.

ARTICLE 2. CONTRACT TIMES AND LIQUIDATED DAMAGES

2.1 Substantial and Final Completion

A. The “Commencement Date” shall be established in a written Notice to Proceed to be issued by CFX. Any Work performed by DESIGN/BUILDER prior to the Commencement Date shall be at the sole risk and expense of DESIGN/BUILDER. The total period

of time beginning with the Commencement Date and ending on the date the Work is fully completed and ready for Final Acceptance by CFX (“Final Completion”) is referred to hereafter as the “Contract Time”. The Work related to the design, engineering and construction of the Project shall reach Substantial Completion within 290 calendar days of the Commencement Date, plus such additional time as may have been granted by CFX. The entire Work shall be fully completed and ready for Final Acceptance by CFX within 380 calendar days of the Commencement Date, plus such additional time as may have been granted by CFX.,

2.2 **Liquidated Damages**

A. **Substantial Completion.** CFX and the DESIGN/BUILDER recognize that time is of the essence of the Contract and that CFX will suffer financial loss if the Work is not completed within the times specified above or within such additional time as may have been granted by CFX. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CFX if the Work is not completed on time. Accordingly, instead of requiring such proof, CFX and the DESIGN/BUILDER agree that CFX shall be entitled to assess as liquidated damages for delay (but not as a penalty), and the DESIGN/BUILDER shall pay CFX Five Hundred and 00/100 Dollars (\$500.00) for each calendar day that expires after the time specified above for Substantial Completion until the Work achieves Substantial Completion or until the scheduled Final Completion date, whichever occurs first.

B. **Final Completion.** If the DESIGN/BUILDER shall neglect, refuse, or fail to complete the Work within the time specified above for Final Completion (plus such additional time as may have been granted by CFX), CFX and the DESIGN/BUILDER agree that CFX shall be entitled to assess as liquidated damages for delay (but not as a penalty), and the DESIGN/BUILDER shall pay CFX Two Hundred Fifty and 00/100 Dollars (\$250.00) for each calendar day that expires after the time specified above for Final Completion.

ARTICLE 3. CONTRACT PRICE

3.1 CFX will pay DESIGN/BUILDER the fixed amount of \$1,112,179.26 for completion of the Work in accordance with the price proposal attached hereto as **Exhibit “B”** and incorporated herein by reference, and any and all other Contract Documents (“Contract Price”). Any and all payments of the Contract Price shall be paid by CFX to DESIGN/BUILDER in accordance with Article 4 hereof.

ARTICLE 4. PAYMENT PROCEDURES

4.1 DESIGN/BUILDER shall submit, and CFX will review and if acceptable, process for payment, applications for payment in accordance with Section 7 of the General Specifications (hereinafter defined). DESIGN/BUILDERS’S monthly Applications for Payment shall be in such form and contain such detail and backup and other information, documentation, and materials as CFX reasonably may require.

A. Progress Payments; Retainage. DESIGN/BUILDER will receive from CFX partial payments of the Contract Price in monthly payments based on estimates of the amount of Work done or completed as of the date of the Application of Payment (including delivery of certain materials as specified below). The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in any subsequent monthly estimates and the final estimate and payment.

For any lump sum items included in the Contract Price, all such lump sum payments will be measured by the Schedule of Values prepared by DESIGN/BUILDER and agreed upon by CFX, less (i) an amount retained by CFX; and (ii) payments previously made by CFX to DESIGN/BUILDER for such lump sum item. For unit price items, payments will be made for quantities measured and accepted by CFX less (i) an amount retained by CFX; and (ii) payments previously made by CFX to DESIGN/BUILDER for unit price items. The amount retained shall be ten percent (10%) of the value of the Work completed exceeding 75% of the Contract Price.

B. Progress Payments; Stored Materials. Progress payments will be allowed for materials stockpiled in approved locations in the vicinity of the Project. 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 materials on which partial payment is to be made will be incorporated into the Project.
2. Delivery charges will be included in partial payments if properly documented.
3. Partial payments will not be made for materials that were stockpiled prior to award of the Contract for the Project.
4. In no case will partial payments for materials (including partial payments for delivery) exceed 50% of the value of the item.

C. Final Payment. Upon Final Completion and Final Acceptance of the Work by CFX in accordance with paragraph 7.9 of the General Specifications, CFX shall pay to DESIGN/BUILDER the remainder of the Contract Price.

ARTICLE 5. DESIGN/BUILDER'S REPRESENTATIONS

5.1 DESIGN/BUILDER makes the following representations:

A. DESIGN/BUILDER has examined and carefully studied the Contract Documents (including the Addenda) listed in paragraphs 6.1.A through G.

B. DESIGN/BUILDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. DESIGN/BUILDER is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

D. DESIGN/BUILDER is aware of the general nature of Work to be performed by CFX and others at the Site that relates to the Work as indicated in the Contract Documents.

E. DESIGN/BUILDER has correlated the information known to DESIGN/BUILDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

F. DESIGN/BUILDER has given CFX written notice of all conflicts, errors, ambiguities or discrepancies that DESIGN/BUILDER has discovered in the Contract Documents and the written resolution thereof by CFX is acceptable to DESIGN/BUILDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6. CONTRACT DOCUMENTS

6.1 The Contract Documents which comprise the entire agreement between CFX and DESIGN/BUILDER concerning the Work consist of the following:

A. This Agreement (pages B-1 to B-7, inclusive) and any exhibits hereto, including, without limitation, the following:

Exhibit "A" - Scope of Services

Exhibit "B" - Price Proposal

- B. Design Criteria including the Technical Specifications and Drawings.
- C. Limited Notice to Proceed and Notice to Proceed.
- D. Performance and Payment Bond, consisting of pages PPB-1 through PPB-4.
- E. General Specifications of the Contract between CFX and DESIGN/BUILDER (pages 1 to 163, inclusive) including Appendix A, Disputes Review Board Three Party Agreement (pages ATT-1 to ATT-9) (collectively, the "General Specifications").

F. Addenda number 1.

G. The following which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto.

1. All Work Change Directives, Change Orders, Written Amendments, Field Orders, and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 7 of the Agreement, duly executed by CFX.

2. Specifications as defined in Paragraph 1.3.54 of the General Specifications.

3. Plans as defined in Paragraph 1.3.41 of the General Specifications.

6.2 The documents listed in paragraph 6.1 above are attached to this Agreement (except as expressly noted otherwise above).

6.3 There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Article 7 of the Agreement.

ARTICLE 7. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

7.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- A. CFX's approval of any required Submittals pursuant to the Contract Documents;
- B. A Work Change Directive;
- C. A Supplemental Agreement;
- D. A formal Written Amendment; or
- E. A Field Order.

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are not otherwise defined herein shall have the mean attributed to them pursuant to Section 1 of the General Specifications as defined in Article 6.1E above and attached hereto and incorporated herein by reference (“General Specifications”).

8.2 No assignment by a Party of any rights under or interests in the Contract Documents will be binding on another Party without the written consent of the Party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be

limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 CFX and DESIGN/BUILDER each binds itself, its partners, successors, assigns and legal representatives to the other Party, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CFX and DESIGN/BUILDER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 DESIGN/BUILDER agrees to abide by CFX's Code of Ethics, to the extent applicable, and to timely submit CFX's Potential Conflict Disclosure Form.

8.6 In accordance with Section 725.06, Florida Statutes, DESIGN/BUILDER shall indemnify and hold harmless CFX, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of DESIGN/BUILDER and persons employed or utilized by DESIGN/BUILDER in the performance of this Contract. If it is found that the monetary limitation in Section 725.06, Florida Statutes, applies to any indemnification provision in this Contract or application thereof, and the parties submit that the monetary limitation does not apply, then the monetary limitation of DESIGN/BUILDER'S liability shall be the total amount paid or to be paid on this Contract, as it may be amended or supplemented, which limitation DESIGN/BUILDER agrees bears a reasonable commercial relationship to the Contract and is part of the Project Specifications or bid documents.

8.7 To the extent that there are design professional services subject to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, DESIGN/BUILDER shall indemnify and hold harmless CFX, and its officers and employees, from liability, 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 DESIGN/BUILDER and other persons employed or utilized by DESIGN/BUILDER in the performance of the Contract.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, CFX and DESIGN/BUILDER have signed this Agreement on the date set forth below. All portions of the Contract Documents have been signed, initialed or identified by CFX and DESIGN/BUILDER. This Contract was awarded by CFX's Governing Board at its meeting on October 13, 2022.

15 LIGHTYEARS, INC.

By: _____

Print Name: _____

Title

DATE: _____

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

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

General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

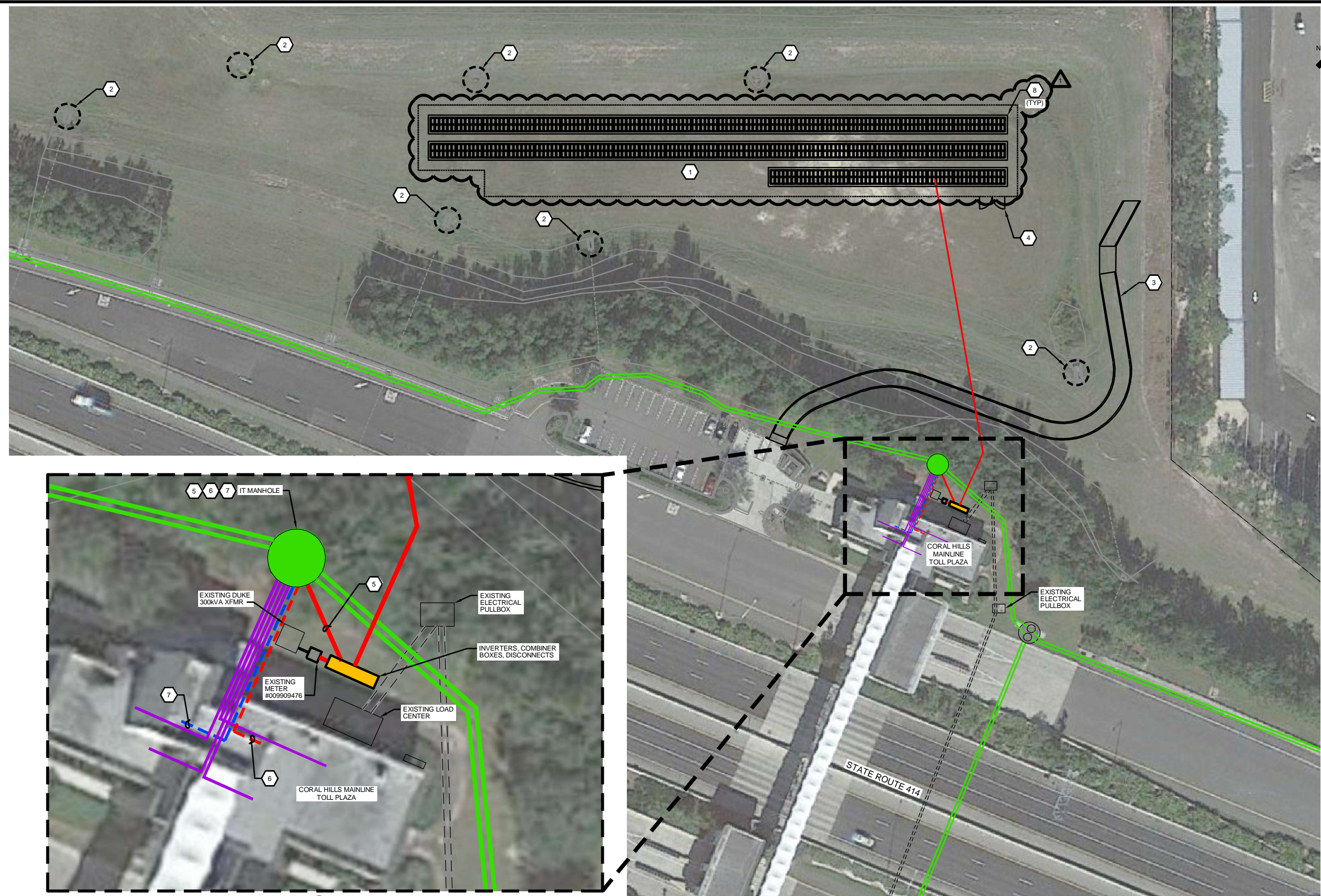
TO: All Planholders of Record
FROM: Aneth Williams, Director of Procurement
DATE: September 07, 2022
SUBJECT: Design Build Services for Coral Hills Mainline Photovoltaic
Deployment; Contract No. 001924, Project 414-473 – Addendum
No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated August 2022, 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 and the following attachments: Revised Attachment A – PV Conceptual Drawings.

CHANGES TO ATTACHMENTS

1. Attachment A – PV Conceptual Drawings: An aggregate base consisting of #1 aggregate will be required under the PV panel footprint for maintenance purposes. **Discard** page 1 of 2 for Attachment A – PV Conceptual Drawings and **replace** it with the revised sheet GA10 attached to this Addendum. Specific requirements for the aggregate base are included in this revised plan sheet.

END OF ADDENDUM NO. 1



KEYNOTES:

1. PV PANEL LAYOUT REPRESENTS A GENERAL LAYOUT. EACH RESPONDENT SHALL PROVIDE A SPECIFIC PV PANEL LAYOUT BASED ON ACTUAL EQUIPMENT PROPOSED.
2. THERE SHALL BE A KEEP OUT RADIUS OF AT LEAST 20 FEET CENTERED AROUND EACH OF THE DRAINAGE OUTFALLS.
3. REFER TO CIVIL DRAWINGS FOR MORE INFORMATION ON DESIGN OF NEW ACCESS ROAD AND LAYOUT.
4. FENCING AND GATE IS SHOWN FOR CONCEPTUAL PURPOSES ONLY. REFER TO CIVIL DRAWINGS FOR LAYOUT AND DESIGN OF FENCING SYSTEM.
5. PROVIDE BURIED CONDUIT FROM NEW METER AND INVERTERS TO THE IT MANHOLE WITH COMMUNICATIONS CABLE.
6. DESIGN BUILD TEAM TO PROVIDE MEDIA CONVERTER AND 120V POWER IN NEMA 3R CABINET. THE 120V OUTLET WITHIN THE NEMA ENCLOSURE SHALL BE POWERED FROM THE TOLL PLAZA.
7. DESIGN BUILD TEAM SHALL PROVIDE COMMUNICATION FROM THE INVERTERS TO THE NEMA 3R CABINET HOUSING THE MEDIA CONVERTER. THE COMMUNICATION CABLE, FIBER OR ETHERNET, SHALL THEN BE ROUTED INTO THE TOLL PLAZA SERVER ROOM THROUGH THE EXISTING CONDUIT ENTRANCE POINTS. THE FIBER OPTIC CABLE SHALL BE TERMINATED WITHIN THE AN EXISTING PATCH PANEL LOCATED WITHIN THE TOLL PLAZA SERVER ROOM.
8. PROVIDE AN AGGREGATE BASE UNDER THE PV ARRAY BY EXCAVATING THE EXISTING GROUND A DEPTH OF FOUR INCHES AND BACKFILLING WITH #1 AGGREGATE. THE AGGREGATE BASE SHALL BE PLACED THE FULL LENGTH OF THE PV ARRAYS WITH A MINIMUM WIDTH EQUAL TO THE PANEL ARRAY FOOT PRINT. FINAL DIMENSIONS SHALL BE DEPENDENT UPON SPECIFIC PV PANEL EQUIPMENT AND LAYOUT PROVIDED PER KEYNOTE 1.

LEGEND:

- PROPOSED PV ARRAY
- PROPOSED CABLE AND CONDUIT
- NEW 6-PAIR MULTI-MODE FIBER OPTIC CABLE IN EXISTING RACEWAY
- NEW 120V POWER CABLE IN EXISTING RACEWAY
- EXISTING FIBER LINE
- EXISTING FIBER OPTIC DUCT BANK
- BALANCE OF SYSTEM SUCH AS INVERTERS, COMBINER BOXES, DISCONNECTS, ETC.
- PROPOSED LIMIT OF AGGREGATE MATERIAL

REVISIONS		
NO.	DESCRIPTION	DATE
1	ADDED PV AGGREGATE	08/29/22

SCALE: 1" = 80'-0"

SHEET: **GA10**
 SCI #: 30698.01.00

ENLARGED PLAN

SCALE: 1" = 30'-0"

GENERAL ARRANGEMENT PLAN OVERALL

© STANLEY CONSULTANTS

CADD B2-R3



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DESIGN/BUILD
Design Criteria Package

For

Coral Hills Mainline PV Deployment

CFX Project Number: 414-473
Contract No.: 001924

August 2022

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ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of this Scope of Services as though fully set forth herein.

Attachment A PV Conceptual Drawings (PDF)

The following Attachments will be provided upon release of the final RFP document after shortlisting.

Attachment B	Sample Duke Energy Contract
Attachment C	Technical Specification 745 – Photovoltaic System
Attachment D	CFX ITS Technical Specifications
Attachment E	Civil Site Plans (Signed and Sealed Drawings)
Attachment F	Sample Project Schedule
Attachment G	Sample QC Plan
Attachment H1	Project 414-212 Record Drawings Vol 1
Attachment H2	Project 414-212 Record Drawings Vol 2
Attachment H3	Project 414-212 Record Drawings
Attachment I1	Project 410-210 Geotech Report
Attachment I2	Project 410-210 Pond Detail Sheet
Attachment J1	Project 414-210 Drainage Calculations
Attachment J2	Project 414-210 Drainage Plans
Attachment K	CFX ITS Design Details
Attachment L	Special Provisions
Attachment M	General Specifications

1 Design Criteria Introduction

This Scope of Services includes the criteria for the design of several components, as noted below, associated with design and construction of the photovoltaic array for the Coral Hills Mainline Toll Plaza.

The Design/Builder shall perform all investigations, coordination, and design to produce final approved construction plans necessary for the fully operational photovoltaic array system. Scope shall include but not be limited to drainage, mounting and rack structures, electrical distribution system, utility interconnection, necessary permitting, and traffic control. The Design/Builder shall provide signed and sealed construction plans for the photovoltaic array and corresponding components.

1.1 Project Description

Photovoltaic Array:

The photovoltaic array shall be designed and constructed as ground mounted at the site, as shown in Attachment A. The array shall be designed and constructed to meet minimum technical requirements as outlined in section 6, Technical Criteria, of the scope of services. The Design/Builder shall be responsible for the furnishing and installation of the array, mounting structures, inverters, wiring, transformers, and other electrical and structural components needed to ensure a proper connection to meter number 009909476 in a net metering configuration.

Mounting and Rack Structures:

The Design/Builder shall design and construct all mounting, rack structures and foundations for the photovoltaic panels and the balance of system equipment. These structures or anchors shall be designed to Risk Category 1 per ASCE 7. Rack structures and photovoltaic panels shall be mounted above the staging point within the pond and at a minimum elevation of 4' above the pond bottom elevation. The Design/Build team shall be responsible for ensuring that corrosion shall not impact the performance of the system over the course of a 25-year array lifetime. Foundations of either helical shaft, driven post or cast-in-place concrete types are acceptable.

Right-of-Way:

The Design/Builder shall identify the limits of their project within the designated areas and obtain approval from the Central Florida Expressway Authority. The Design/Builder shall not use any property outside of the identified areas for the design for either temporary or permanent construction. The Design Builder will not be required to obtain new/additional ROW or easements for this project

Geotechnical:

The Design/Builder shall perform a geotechnical investigation for the foundation design of the ground mount PV array.

Site Improvements:

The Design/Builder shall construct the maintenance access road and fence improvements shown in the Civil Plans. The maintenance access road shall be constructed to meet minimum technical requirements as outlined in section 6, Technical Criteria, of the scope of services. CFX property affected by the construction work shall be restored to a condition equal to existing pre-construction condition unless specifically exempt in the plans. This includes sodding and/or seeding as necessary to stabilize disturbed areas. Mowing and litter removal shall be required within the compound area prior to final acceptance or at the request of CFX personnel.

Temporary Traffic Control:

The Design/Builder shall develop and implement an acceptable temporary traffic control plan (TTCP). The TTCP shall maintain all of the interchange and roadway movements at all times, unless approved by CFX. The Temporary Traffic Control shall comply with the CFX Design Guidelines and follow FDOT Standard Plans. If deviation from the CFX Design Guidelines or FDOT Standard Plans are required, then the Design/Builder shall develop a TTCP set, signed and sealed by a Florida PE, and be submitted to CFX for approval. Every effort shall be made to minimize impacts to the motoring public during construction.

Utilities:

The Design/Builder shall coordinate with the Utility Provider to initiate the required system impact studies within 90 days of Notice to Proceed. Design/Builder shall utilize their 60% design documents, reviewed and approved by CFX, for initial coordination purposes. Design/Builder shall obtain a net metering and interconnection agreement from Duke Energy on behalf of CFX in accordance with Duke rules and Florida Administrative Code. The Design/Builder shall furnish and install all electrical components needed to comply with utility requirements for interconnection. The Design/Builder is responsible for all utility relocations and coordination for all utilities within the project limits as stated within the special provisions.

2 Design/Builder Qualifications

The Design/Builder shall demonstrate or employ the services of a Subcontractor who can demonstrate to CFX that they specialize in the design and construction of photovoltaic array systems. The Design/Builder must meet the following list of qualifications:

1. Provide documentation in the form of a Florida State License demonstrating the credential of Master Electrician, Electrical Contractor, or Certified Solar Contractor (CVC, CWC).
2. Provide documentation demonstrating a minimum of five (5) examples of successful design & installation of solar photovoltaic systems with at least three (3) installation within the State of Florida. All projects shall be within the last seven (7) years.
3. Registered with the State of Florida (sunbiz.org).
4. Bonding Capacity: proposer to submit letter stating their current bonding capacity, performance bonding and completion guarantee capability; source of historical debt financing in the bank or capital markets inclusive of institutional equity.

Below is a list of FDOT pre-qualifications applicable to the proposed photovoltaic system. The Design/Builder should note in their proposal the appropriate prequalification work class for the Designer and the Builder. Although FDOT pre-qualification is not required, having pre-qualification will be an advantage.

Design/Professional Services

Type of Work 3.1: Minor Highway Design (if alternate roadway is proposed)

Type of Work 4.1.1: Miscellaneous Structures

Type of Work 9.1: Soil Exploration

Type of Work 9.2: Geotechnical Classification Lab Testing

Type of Work 9.4: Foundation Studies

Type of Work 9.5: Geotechnical Specialty Lab Testing

Construction Services

Electrical Work

Drill Shaft (as needed only if drilled shaft foundations are the selected foundation type)

Underground Utilities (Electric)

Utility Work

2.1 Design/Builder Financial Information

The Design/Builder shall provide three (3) years of audited financial reporting for the Design/Builder or, if applicable, any proposed guarantor. Financial information should include, at a minimum, a Balance Sheet, Statements of Income, and Statements of Cash Flows, with accompanying footnotes.

3 Governing Regulations

The services performed by the Design Build Firm shall be in compliance with all applicable manuals and guidelines, including the CFX, American Association of State Highway and Transportation Officials (AASHTO), American Concrete Institute (ACI), American National

Standards Institute (ANSI), American Society of Civil Engineers (ASCE), American Society for Testing and Materials (ASTM), Federal Highway Administration (FHWA), Florida Building Code (FBC), Florida Department of Transportation (FDOT), Institute of Electrical and Electronics Engineers (IEEE), InterNational Electrical Testing Association (NETA), International Electrotechnical Commission (IEC), National Electrical Code (NEC), National Electrical Manufacturers Association (NEMA), National Fire Protection Association (NFPA), and additional requirements specified in this document. Except to the extent consistent with the specific provisions in this document or as otherwise noted below, including updates of the following Manuals and Guidelines, shall be used in the performance of this work. The most recently published standard or reference must be used unless a specific year is mentioned below.

1. CFX Design Guidelines
2. National Fire Protection Agency 70 – National Electric Code (NEC) latest approved code, with local amendments
3. Codes, standards, policies, regulations and recommended configurations required by Duke Energy
4. ASCE 7: Minimum Design Loads for Buildings and Other Structures
5. Florida Department of Transportation Design Manual (FDM)
6. Florida Department of Transportation Standard Plans
7. Florida Department of Transportation Drainage Manual
8. Florida Department of Transportation Soils and Foundations Handbook
9. Florida Department of Transportation Structures Manual
10. Florida Department of Transportation CADD Manual
11. Florida Department of Transportation's Utility Accommodation Manual

3.1 PV Specific Regulations

Below is a list of regulations and codes pertaining to photovoltaic systems specifically. This list does not cover all regulations that the Design/ Builder shall comply with.

IEC 62446-1	PV Systems – Requirements for Testing, Documentation, and Maintenance
IEEE 1547	Standard for Interconnecting Distributed Resources with Electric Power Systems
NEMA C119.4	Electric Connectors - Connectors for Use Between Aluminum-to-Aluminum or Aluminum-to-Copper Conductors Designed for Normal Operation at or Below 93 Degrees C and Copper-to-Copper Conductors Designed for Normal Operation at or Below 100 Degrees C
NETA ATS	Standard for Acceptance Testing Specifications for Electrical Power Equipment and Systems
NFPA 70E	Standard for Electrical Safety in the Workplace
UL 969	UL Standard for Labeling Systems
UL 1449	UL Standard Protective Devices for Safety Surge Protective Devices

UL 1703	UL Standard for Safety Flat-Plate Photovoltaic Modules and Panels
UL 1741	UL Standard for Inverters, Converters, Controllers and Interconnection System Equipment for use with Distributed Energy Resources
UL 2703	UL Standard for Safety Mounting Systems, Mounting Devices, Clamping/Retention Devices, and Ground Lugs for use with Flat-Plate Photovoltaic Modules and Panels
UL 61730	PV Module Safety Qualification

4 **Survey**

The Design/Builder shall provide a utility survey of the project site as necessary. The Design/Builder shall be responsible for verification of existing conditions, including research of all existing CFX records and other information. A geophysical investigation is required of all areas where new utilities will cross existing utilities. By execution of the contract, the Design/Builder specifically acknowledges and agrees that the Design/Builder is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design/Builder and that any information provided by CFX is merely to assist the Design/Builder in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

5 **Geotechnical**

The Design/Builder shall conduct its own geotechnical investigations at the site, per ASCE 7 requirements based on the foundation design selected. This includes but is not limited to responsibility for the borings, investigations, analysis, reporting, and ultimately incorporation into the design documents and the physical construction. **The geotechnical investigations shall be performed at the beginning of the project and scheduled within 15 business days following the NTP.** This geotechnical investigation and report shall be used for the design process. If preliminary geotechnical investigation reports are provided by CFX, they are ONLY provided for reference during the bidding process. The geotechnical investigations shall encompass the entire right-of-way and designated areas for this project. The Geotechnical Report and Plan sheet shall be signed and sealed by a licensed Professional Engineer in the State of Florida.

6 **Technical Criteria**

6.1 **General**

The Design/Builder shall prepare the Photovoltaic Array Package for the Coral Hills Mainline Plaza site generally as shown on the drawings of Attachment A. This work effort includes the technical and site analysis needed to prepare a complete set of Photovoltaic Plans, Civil Plans, Temporary Traffic Control Plans, Permits, and other necessary

documents.

Proposal pricing shall include costs associated with a minimum of two-year comprehensive warranty from a creditworthy entity for all non-module balance of plant equipment including design, labor and materials, and fitness for purpose.

6.2 **Design Criteria:**

Any deviation from the Governing Regulations and/or CFX's Design Guidelines shall require approval from CFX. The Design/Builder shall submit such requests to CFX for their consideration. If not accepted by CFX, then the Design/Builder shall modify the design so that all design criteria and practices are met. Deviations from AASHTO criteria shall not be considered by CFX for this Project. CFX will not consider any deviation from the required design criteria prior to the submission of the Proposal.

The photovoltaic array design for the Coral Hills Mainline Plaza site shall be developed to meet the minimum performance specifications and design specifications cited below.

- **Minimum Performance Specifications:**
 - PV array capacity (min): 220 kWdc
 - DC/AC Design Ratio: 1.2
 - Annual Energy Production (min for 1st year): 357 MWhr
 - Average annual PV system degradation (max): 0.6% per year
 - Module efficiency (min): 17%
 - Panel temperature coefficient (max) : -0.45% per degree Celsius
 - Racking system designed for a Risk Category I.
 - Rated inverter efficiency (min): 95%
- **Design Specifications:**
 - Monocrystalline modules
 - BNEF Tier 1 Panel
 - Fixed tilt racking system (adjustable tilt or tracking systems proposed will be considered by CFX for approval – all minimum performance calculations must be based on fixed tilt systems)
 - String inverters
 - Connection to meter number 009909476.
 - All components constructed within right-of-way areas.
 - Panels must face true solar south.
 - Voltage Drop (max): 3% for individual strings/circuits, 5% total at the point of interconnection with the utility provider.
 - Grounding Resistance (max): 5 Ohms

- Lightning Protection System
- PV Module Structure: Structure shall be designed so all electrical equipment and components are safely above a height corresponding to a 25-year flood with a 96-hour duration. The minimum panel mounting height shall be 4' above the pond bottom elevation.
- PV Module Structure Foundations: Either helical shaft, driven post or cast-in-place.
- All equipment must be listed and labeled in accordance with an OSHA-listed nationally recognized testing laboratories (NRTL) and installed in accordance with the listing requirements and the manufacturer's instructions.
- Provide all accessories needed for a complete, secure, operational grid-tied PV system.
- Wiring and connections of inverters, PV source circuits, AC branch circuits, and all interconnections must be rated at a minimum for IP65 in accordance with NEMA IEC 60529.

6.3 Geometric

The Design/Builder shall preserve as many of the existing trees located within the construction area through coordination of design and construction activities. The Design/Builder shall prepare a design that minimizes landscaping impacts, identify any potential vegetation that will negatively impact the planned PV array and coordinate with CFX for tree tagging prior to the disturbance of any vegetation or trees within the project area.

6.4 Maintenance Access Road

The Design/Builder shall construct the maintenance access road depicted in the Civil Plans. Any deviations from the Civil Plans shall be designed by a Professional Engineer licensed in the State of Florida and shall be submitted for approval. Approvals shall be at the sole discretion of CFX. The maintenance access road shall utilize the following minimum criteria:

- Width: 12 feet
- Length: extend from parking lot to the gate access to the array fence compound
- Cross Slope: 3%
- Inside radius: 30 feet
- Material: Sod over 12 inches of Type B stabilization (LBR 40)
- Side Slopes: 1V:6H; 1V:3H (or flatter) in constrained conditions

7 Structural Criteria

7.1 **General**

Photovoltaic mounting racks shall be constructed in accordance with the governing regulations outlines in section 2 of the scope of services. The racking systems shall be spaced so that the shading caused by each array of modules does not impact the performance of another array. The modules shall face true south and have an unobstructed solar window from 9am to 3pm, solar time.

7.2 **Design Analysis**

The Design/Builder shall submit final signed and sealed documentation by a licensed Professional Engineer in the State of Florida prepared during the development of the structures plans for photovoltaic array site layout, mounting racks, and mounting for inverters, wiring, and transformers.

The Design/Builder shall ensure that the final Geotechnical recommendations and reports required for final design are submitted with the 90% structural plans.

7.3 **Construction Limitations**

The Design/Builder shall provide clearances to maneuver around the site for operation, maintenance, general access and to provide protection for existing structures. Access to the site for maintenance vehicles shall be provided.

1. The Design/Builder shall furnish and install fencing and an access drive according to Attachment E. Any proposed deviations to this plan must be signed and sealed by a Florida P.E. and submitted and accepted by CFX as a part of the proposal process.
2. All photovoltaic paneling and mounting racks shall be constructed a minimum of 10 feet from retaining walls and project area boundaries.
3. PV array fence line and equipment shall be at least 20 feet from drainage outfalls.

7.4 **Foundations**

The Design/Builder shall design and construct foundational support for the photovoltaic racking system. The foundational support shall be in compliance with the governing regulations as outlined in section 3 of the scope of services. Helical shaft, driven post, or cast-in-place foundations shall be designed and constructed in accordance with AASHTO and FDOT Standard Specifications for Road and Bridge Construction. The Design Builder shall submit for approval material and construction Specifications for the selected foundation type.

7.5 **Balance of System Components**

The Design/Builder shall design and construct all needed balance of system components

including fasteners, brackets, enclosures, racks, and other structural supports for the installation of the photovoltaic array components. Balance of system components shall be designed to meet the same wind speed criteria as the main structure.

8 Temporary Traffic Control

8.1 Traffic Control Analysis:

The Design/Builder shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular traffic during all phases of construction. The areas shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The TTCP shall be prepared by a certified designer who has completed the FDOT's Advanced MOT training course, and in accordance with the FDOT's Standard Plans and the FDOT Design Manual. Any deviations from the Standard Plans shall be completed by a Professional Engineer licensed in the State of Florida and shall be submitted and approved by CFX.

8.2 Temporary Traffic Control Plans:

The Design/Builder shall coordinate all construction activities with adjacent project(s).

The Design/Builder shall utilize Index Series 102-600 of the FDOT's Standard Plans where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design/Builder shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), and traffic control plan sheet(s).

The Design/Builder shall prepare additional plan sheets, if necessary, such as cross sections, profiles, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

The following additional traffic control criteria shall be maintained by the Design-Builder:

- Traffic shall be maintained in accordance with FDOT Standard Plans, Index 102-600 series.
- The Design/Builder shall coordinate with toll plaza managers 72 hours prior to performing any traffic control work within 2,000 feet of a toll plaza.
- Existing posted speeds shall be maintained at all times during construction.

- Minimum lane widths to be accommodated at all times include:
 - SR 414: inside 12' lane, outside 12' lane
- Minimum shoulder widths shall be maintained at all times during construction as per the Standard Index.
- The Design/Builder shall be responsible for providing a law enforcement officer during all lane closure operations and during all night operations.
- CFX property affected by the construction work shall be restored to a condition equal to or better than existing pre-construction condition unless specifically exempt in the plans. All cost shall be incidental to existing pay items.
- The Design Builder shall coordinate with CFX and the Toll Plaza Manager for latest TTCP requirements for access from the parking lot of the Coral Hills Mainline Toll Plaza to the site location.

8.3 Traffic Control Restrictions:

Along SR 414 tollway there shall be NO LANE CLOSURES ALLOWED between the hours of 6:00 AM to 9:00 PM. The time required for set up and removal of lane closures shall occur within the allowable lane closure times. A lane may only be closed during active work periods. Rolling barricades will be allowed during the approved lane closure hours. The Design/Builder shall have only one through lane closed in each direction on SR 414 during the permitted lane closure hours. All lane closures shall not exceed two (2) miles in length, inclusive of required tapers. Ramp closures are not permitted unless approved by CFX. The Design/Builder shall complete and submit the anticipated lane closure form to CFX a minimum of 14 calendar days prior to the start of the proposed lane closure. All lane closures, including approved ramp closures, must be reported to the local emergency agencies, the media and the CFX information officer. Also, the Design-Builder shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 20 minutes.

NO LANE CLOSURES are allowed on the Project during the events below

- CFX recognized Holidays

The Design/Builder shall provide an off-duty law enforcement officer with a marked vehicle during the setup, operation and removal of all lane closure operations

9 Toll Plaza

The proposed photovoltaic array system shall be designed and constructed to support the power load of the Coral Hills Mainline Toll Plaza. The Design/Builder is responsible for avoiding impacts to

all existing toll collection equipment and toll collection communication equipment within the project limits for the duration of the construction. Toll collection, Intelligent Transportation Systems operations and highway lighting shall be maintained at all times. Any impacts to the toll collection system caused by construction activities associated with this project shall be the responsibility of the Design/Builder. CFX reserves the right to use on staff maintenance contractors to rectify any damage or other impacts caused by the Design/Builder and deduct any associated costs for the repairs from payments due to the Design/Builder.

10 Utilities

The Design/Builder is required to conduct all utility coordination and scheduling of the relocation of the utilities, if necessary, as a result of their design.

The Design/Builder's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design/Builder's plans.
4. Scheduling and attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and properly coordinating this information.
6. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Project.
7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to CFX for review, all Utility Agreements.
8. Resolving utility conflicts.
9. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
10. Providing periodic Project updates to CFX as requested.
11. Coordination with CFX on any issues that arise concerning reimbursement of utility work costs.

10.1 Utility Work Schedules

The Utility Adjustments shall be governed by the Florida Department of Transportation's Utility Accommodation Manual, Florida Statutes and Florida Administrative Code.

No Utility Work Schedules are provided as no utility adjustments are anticipated. The Design-Builder shall be responsible for Utility Work Schedules if required by their design.

10.2 Electrical Service Interconnection

As a part of the interconnection agreement process, Duke Energy will perform a System Impact Study. **The Design/Builder shall coordinate with Duke Energy to initiate the required system impact studies within 90 days of Notice to Proceed.** All fees imposed by Duke Energy for the system impact study and the interconnection agreement will be provided by the Design/Builder. Design/Builder shall utilize their 60% design documents, reviewed and approved by CFX, for initial coordination purposes. Design/Builder shall obtain a net metering and interconnection agreement from Duke Energy on behalf of CFX in accordance with Duke rules and Florida Administrative Code. The interconnection agreement will be between Duke Energy and CFX. The Design/Builder shall furnish and install all electrical components needed to comply with utility requirements for interconnection.

- 1) Florida Administrative Code Chapter 25-6.0065 is found on their website here: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=25-6>.
- 2) Duke Energy Section No. IV General Rules and Regulations Governing Electrical Service Section VIII; 8.08 “Net Metering for Customer-Owned Renewable Generation” is here: [peratesrulesandregs.pdf](#)
- 3) A link to Duke’s Renewable Energy general information website with links to the “Interconnection Portal” can be found here: <https://www.duke-energy.com/Home/Products/Renewable%20Energy/Generate%20Your%20Own>

The Design/Builder is responsible for the design and installation of the proposed buried electric raceway for the photovoltaic array and associated electrical connections in accordance with Technical Specification Section 745 and applicable CFX ITS Design Details and Specifications. The interconnection costs to the Design/Builder may include but not limited to Duke requirements for conduits, pull boxes, manholes, electrical service wire, and all coordination efforts with Duke Energy.

The Design/Builder shall locate all electric service points (from the meter to the load center) within the construction area.

11 Quality Control, Schedule, and Plan Progression Requirements

11.1 Quality Control Plan

The Design/Builder shall submit a Quality Control Plan (QCP), in accordance the General Specifications. The Design/Builder's QCP shall be submitted within 15 business days

following Notice to Proceed. A sample QCP is provided in Appendix G for reference purposes, providing the format and general expectations of a QCP.

P. Quality Management Plan (QMP):

1. Design:

The Design-Build Firm shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Design-Build Firm under this contract.

The Design-Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design-Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design-Build Firm, as part of their normal operation or it may be one specifically designed for this Project. The Design-Build Firm shall submit a QMP within fifteen (15) working days following issuance of the written Notice to Proceed. A marked up set of prints from the Quality Control review will be sent in with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager will sign a statement certifying that the review was conducted. The Design-Build Firm shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services.

2. Construction:

The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of the FDOT Standard Specifications as amended by the Technical Specifications, which describes the Quality Control procedures to verify, check, and maintain control of key construction processes and materials. The sampling, testing and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) maintained by the FDOT. Refer to the State Materials Office website for instructions on gaining access to the Department's databases: <http://www.fdot.gov/materials/quality/programs/qualitycontrol/contractor.shtm> Prepare and submit to the Engineer a Job Guide Schedule (JGS) in accordance with Section 105 of Standard Specifications. CFX shall maintain its rights to inspect construction activities and request any documentation from the Design-Build Firm to ensure quality products and services are being provided in accordance with the Materials Acceptance Program.

11.2 Schedule

The Design/Builder shall submit a Schedule, in accordance with the General Specifications. The Design/Builder's Schedule shall allow for up to fifteen (15) business days (excluding weekends and CFX observed Holidays) review time for the CFX's review of all submittals. A sample Schedule is provided in Appendix F for reference purposes, providing the format and general expectations of a Schedule.

11.3 Schedule of Values

The Design/Builder shall prepare and submit a schedule of values to CFX for review and approval. The schedule of values shall provide a breakdown of the various scopes of work included in each lump sum bid item. An estimated work quantity and unit cost shall be provided for each scope of work item included on the schedule of values. The total of the schedule of values shall be the lump sum contract amount. No estimates requesting payment shall be submitted prior to CFX approval of the schedule of values.

The Design/Builder is responsible for submitting estimates requesting payment. Estimates requesting payment shall be based on the completion or percentage of completion of tasks as defined in the schedule of values. Final payment shall be made upon final acceptance by CFX of the Project. Upon receipt of the estimates requesting payment, CFX will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

11.4 Phase Plan

The Design/Builder shall prepare and submit Final Signed and Sealed plans for the full scope of work for review and acceptance by CFX, see Section 13 for design sequence and requirements. The Design/Builder shall request Construction Notice to Proceed prior to beginning any construction. Any work that is started before the acceptance of the final signed and sealed plans is at the sole risk to the Design/Builder. The general requirements governing the progression and schedule are:

1. The design plans must be submitted and approved. Plans will be returned to the Design/Builder within fifteen (15) business days (excluding weekends and CFX observed Holidays) with approvals or request for additional information. This turnaround is based upon complete and accurate submittals being made by the Design/Builder in accordance with the most current submittal schedule approved by the CFX. The Design/Builder shall request Construction Notice to Proceed prior to beginning any construction. Any work undertaken by the Design/Builder prior to approval is at its own risk.

2. A hard copy of all final signed and sealed plans and Technical Special Provisions (with all corrections/changes made to the 100% submittals) and a disk of the CADD files shall be submitted to the CFX as part of the Final Plans Submittal.
3. Once Final Signed and Sealed documents are accepted by CFX, shop drawings approved by the Engineer of Record shall be furnished to CFX for acceptance. Shop drawings shall be submitted and accepted prior to the installation of the components.
4. No construction activity which affects traffic flow in any way shall be undertaken prior to the submittal and approval of the temporary traffic control for that phase of work.
5. As-Built/ Record drawings shall be submitted to CFX before Final Acceptance of the project. These plans shall include GIS locates of the installed infrastructure which follows the CFX ITS Technical Special Provisions. A disk of the CADD files shall be submitted to the CFX as part of the Record Drawings, incorporating all as-built conditions recorded in the CADD files.

11.5 Commissioning and Acceptance Testing

Design Builder shall engage the services of a qualified testing organization, NABCEP-certified professional, or licensed electrician to provide inspection, testing, calibration, and adjustment of the solar photovoltaic electrical distribution system and equipment listed herein. Organization must be independent of the supplier, manufacturer, and installer of the equipment. Submit name and qualifications of organization. Organization must have been regularly engaged in the testing of electrical materials, devices, installations, and regularly engaged in solar PV systems for a minimum of five years.

Organization calibration program requirements:

- a. Provide a calibration program which assures that all applicable test instruments are maintained within rated accuracy.
- b. Accuracy: Traceable to the National Institute of Standards and Technology.
- c. Instrument calibration frequency schedule: Less than or equal to 12 months for both test floor instruments and leased specialty equipment.
- d. Dated calibration tables: Visible on all test equipment.
- e. Calibrating standard: Higher accuracy than that of the instrument tested.
- f. Keep up-to-date records that indicate dates and test results of instruments calibrated or tested. For instruments calibrated by the manufacturer on a routine basis, in lieu of third-party calibration, include the following:
 - Maintain up-to-date instrument calibration instructions and procedures for each test instrument.
 - Identify the third-party laboratory calibrated instrument to verify that calibrating standard is met.

A commissioning and acceptance testing plan with coordinated check sheets shall be provided in accordance with IEC 62446-1 “PV Systems – Requirements for Testing, Documentation, and Maintenance” and IEEE 1547. Submit plan for review by CFX.

During the acceptance testing, a CFX representative shall observe and verify each system performance. Required commissioning and acceptance test services includes ensuring the PV systems achieve performance objectives.

Acceptance Tests

- a. Provide final and complete commissioning of the solar PV system.
- b. Verify that all electrical components are installed and connected according to the requirements of the PV electrical drawings, specifications, and manufacturer's written instructions.
- c. Before starting or operating the system, check continuity of all conductors and grounding conductors to verify that there are no faults and that all equipment has been properly installed according to the manufacturer's recommendations. Check factory instructions to see that installations have been made accordingly. Check equipment for any damage that may have occurred during shipment, after delivery, or during installation. Replace damaged equipment.
- d. Before starting or operating the system, obtain a final inspection approval and final inspection from CFX. Be present on site for both inspections.
- e. Make final adjustments to all inverters and monitoring equipment so that they will be placed in an acceptable operating condition. Adjustable parameters must be set so that the PV system will produce the maximum possible amount of energy on an annual basis.

12 **Permits**

The Design/Builder shall be responsible for obtaining, paying for, and following all necessary permitting required for the project.

All construction activities shall be in accordance with the permits. The Design/Builder shall be responsible for preparing final designs and proposing construction methods that conform to the permits obtained. It shall be the responsibility of the Design/Builder to modify affected permits, including the responsibility of payment of all required permit fees. All permits, including dewatering, required for a particular construction activity shall be acquired by the Design/Builder prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, shall be the responsibility of the Design/Builder, and will not be considered sufficient reason for a time extension or additional compensation.

Any fines levied by permitting agencies shall be the responsibility of the Design/Builder.

The Design/Builder shall also submit to CFX As-built Certifications required by the permitting agencies as part of the notification of completion of construction. The certificates shall be signed and sealed by a professional land surveyor or professional engineer registered in the State of Florida.

12.1 Permitting

The Design/Builder shall be responsible for preparing designs and proposing construction methods that are permissible. The Design/Builder shall be responsible for any required permit fees. All permits required for a particular construction activity shall be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, shall be the responsibility of the Design/Builder, and will not be considered sufficient reason for a time extension or additional compensation. As the permittee, CFX is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

The Design/Builder shall be responsible for modifying the issued permits as necessary to accurately depict the final design. The Design/Builder shall be responsible for any necessary permit time extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design/Builder shall provide the CFX with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for review and approval by the CFX prior to submittal to the agencies.

Any modifications to the drainage structures shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations.

Preparation of all documentation related to the acquisition of all applicable permits shall be the responsibility of the Design/Builder. Preparation of complete permit packages shall be the responsibility of the Design/Builder. The Design/Builder is responsible for the accuracy of all information included in permit application packages. As the permittee, CFX is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications. Any agency communication will be coordinated through CFX. The Design/Builder is responsible for preparing supporting documentation for agency coordination and meetings. If any agency rejects or denies the permit application, it is the Design/Builder's responsibility to make

whatever changes necessary to ensure the permit application is approved. The Design/Builder shall be responsible for any necessary permit extensions or re-permitting in order to keep the permits valid throughout the construction period. The Design/Builder shall provide the CFX with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the CFX prior to submittal to the agencies.

The Design/Builder shall be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design/Builder. The Design/Builder shall be responsible for complying with all permit conditions.

12.2 Probable Permits

Below is a list of potential permits and regulatory concerns that are applicable to this project. This is not an exhaustive list of all required permits and codes to be obtained and followed but can be used for reference. The Design/Builder shall be responsible for identifying and following all permits and code needed for the design and construction of the photovoltaic systems.

1. Clean Water Act (CWA)
2. Environmental Resource Permit (ERP)
3. National Pollutant Discharge Elimination System (NPDES) Permit
4. City of Apopka floodplain development permit
5. Storm water management permit
6. Endangered Species Act (ESA)
7. Migratory Bird Treaty Act (MBTA)
8. Bald and Golden Eagle Protection Act (BGEPA)
9. Flood Disaster Protection Act (FDPA)
10. Storm Water Pollution Prevention Plan (SWPPP) permitting
11. Florida Historical Resources Act (FHRA)
12. FAA Compliance

The Design/Builder shall be responsible for identifying if the construction conducted will be conducted in a designated floodplain or wetlands and obtain the necessary permitting for the design and implementation of the photovoltaic arrays. The Design/Builder shall identify if endangered species or protected animals will be impacted under the codes of the ESA, MBTA, and BGEPA and must obtain permitting if required.

13 Submittals

Plans must meet the minimum contents of a particular phase submittal prior to submission for

review. There shall be 60%, 100% and Final Signed and Sealed submittals. The particular phase of each submittal shall be clearly indicated on the cover sheet. Each submittal must be accompanied by sufficient information for proper evaluation of the submittal under review.

13.1 60% Submittal

The Design/Builder shall submit 60% Design Plans for review. The following material shall be developed and submitted for review:

1. Electrical Plans
 - a. One-Line Diagram: The diagram shall include complete descriptions of all components including size and ratings of devices.
 - b. Site plan drawings. Thorough information shall be shown to describe features as necessary for the project
2. Traffic Control Plans
 - a. Detailed plans with required traffic control devices for all phases of construction, with detouring requirements. Plans shall include signing, pavement markings, barricades, barriers, cones, and detour signing as appropriate.
 - b. Phasing plan
3. Civil Drawings
 - a. Civil site plan drawings will be provided by CFX. Design/Builder submittal shall include any plans or details needed to deviate from or modify the provided plan. Thorough information shall be shown to describe features as necessary for the project.
4. Permitting
 - a. Plans to be consistent with the approved permits or include permit modifications
5. Structural Plans
 - a. Mounting Racks and Foundation Structural Plans.
6. Design Summary and Calculations
 - a. Design Summary Writeup including a discussion of the overall system operation.
 - b. All Structural Design Calculations
 - c. Photovoltaic Array Performance Analysis Report including an annual production report.
 - d. Provide project specific equipment data sheets and cut sheets
 - e. Provide coordination correspondence with Utility Provider.
 - f. Cable Size: Provide cable sizing calculations based on the completed design load calculations. Cable sizing calculation shall clearly indicate all load factors and installation factors required for proper cable sizing. Recommended cable sizes shall be clearly identified.
 - g. Conduit Size Calculations: Provide conduit sizing calculations based on cable sizing and NEC maximum conduit fill.

- h. Voltage Drop Calculations: Provide voltage drop calculations based upon the design configuration.
- i. Short Circuit Analysis: Provide a short circuit calculation based upon the completed design configuration.
- j. Equipment List: Provide a preliminary list of all equipment and components being used on the project and note if they have or have not been used in previous projects completed by the Design/Builder.

13.2 100% Submittal

The Design/Builder shall submit 100% Design Plans for review. The following material shall be developed and submitted for review:

1. Electrical Plans
 - a. One-Line Diagram: The one-line diagram shall be updated to reflect the design. The diagram shall include complete descriptions of all components including size and ratings of devices.
 - b. Site plan drawings shall be updated to reflect the updated design. Thorough information shall be shown to describe features as necessary for the project
 - c. Detail Drawings
2. Civil Drawings
 - a. Civil site plan drawings will be provided by CFX. Design/Builder submittal shall include any plans or details needed to deviate from or modify the provided plan. Thorough information shall be shown to describe features as necessary for the project.
3. Traffic Control Plans
 - a. Traffic Control Plans shall be updated to reflect the updated design.
 - b. Phasing plans shall be updated to reflect the updated design.
4. Permitting
 - a. Plans to be consistent with the approved permits or include permit modifications
5. Structural Plans
 - a. Mounting Racks and Foundation Structural Plans shall be updated to reflect the updated design.
 - b. Geotechnical Boring Sheets
6. Design Summary and Calculations
 - a. Design Summary Writeup with updates based on latest design.
 - b. Structural Design Calculations with updates based on latest design.
 - c. Photovoltaic Array Performance Analysis Report including an updated annual production report.
 - d. Provide updated project specific equipment data sheets and cut sheets
 - e. Provide updated coordination correspondence with Utility Provider
 - f. Cable Size: Provide updated cable sizing calculations based on the completed

design load calculations. Cable sizing calculation shall clearly indicate all load factors and installation factors required for proper cable sizing. Recommended cable sizes shall be clearly identified.

- g. Conduit Size Calculations: Provide updated conduit sizing calculations based on cable sizing and NEC maximum conduit fill.
- h. Voltage Drop Calculations: Provide updated voltage drop calculations based upon the design configuration.
- i. Short Circuit Analysis: Provide updated short circuit calculation based upon the completed design configuration.
- j. Electrical System Coordination Study. Provide coordination study based upon the completed design configuration.
- k. Arc Flash Analysis for the DC and the AC systems. Provide Arc Flash analysis based upon the completed design configuration.
 - The Arc-Flash PPE Category for all equipment shall not exceed category 1 for all components downstream of the main interconnection breaker. The main interconnection breaker, which is protected by the Utility, will likely not be able to reach category 1. If category 1 cannot be obtained, it shall be provided with remote operation, to remove the operator from the arc flash danger area.
- k. Equipment List: Provide an updated list of all equipment and components being used on the project and note if they have or have not been used in previous projects completed by the Design/Builder.

13.3 Signed and Sealed Submittal

The Design/Builder shall submit Signed and Sealed Design Plans. The following material shall be developed and submitted for construction:

1. Electrical Plans
 - a. One-Line Diagram: The one-line diagram shall be updated to reflect the completed design. The diagram shall include complete descriptions of all components including size and ratings of devices.
 - b. Site plan drawings shall be updated to reflect the completed design. Thorough information shall be shown to describe features as necessary for the project
2. Civil Drawings
 - a. Civil site plan drawings will be provided by CFX. Design/Builder submittal shall include any plans or details needed to deviate from or modify the provided plan. Thorough information shall be shown to describe features as necessary for the project.
 - b. Site plan drawings shall be updated to reflect the completed design. Thorough information shall be shown to describe features as necessary for the project.
3. Temporary Traffic Control Plans
 - a. Temporary Traffic Control Plans shall be updated to reflect the completed design.

- b. Phasing plans shall be updated to reflect the completed design.
4. Permitting
 - a. Plans to be consistent with the approved permits or include permit modifications.
5. Structural Plans
 - a. Structural plans, mounting racks and foundation plans shall be updated to reflect the final PV layout and design.
 - b. Geotechnical Boring Sheets
6. Design Summary and Calculations
 - a. Design Summary Writeup
 - b. All Structural Design Calculations
 - c. Photovoltaic Array Performance Analysis Report including an annual production report.
 - d. Provide project specific equipment data sheets and cut sheets
 - e. Provide coordination correspondence with Utility Provider
 - f. Cable Size: Provide updated cable sizing calculations based on the completed design load calculations. Cable sizing calculation shall clearly indicate all load factors and installation factors required for proper cable sizing. Recommended cable sizes shall be clearly identified.
 - g. Conduit Size Calculations: Provide updated conduit sizing calculations based on cable sizing and NEC maximum conduit fill.
 - h. Voltage Drop Calculations: Provide updated voltage drop calculations based upon the design configuration.
 - i. Short Circuit Analysis: Provide updated short circuit calculation based upon the completed design configuration. An impedance diagram shall also be provided.
 - j. Electrical System Coordination Study. Provide final coordination study based upon the completed design configuration.
 - k. Arc Flash Analysis for the DC and the AC systems. Provide final Arc Flash analysis based upon the completed design configuration.
 - See 13.2.k for Arc-Flash PPE Category requirements.
 - l. Equipment List: Provide a final list of all equipment and components being used on the project and note if they have or have not been used in previous projects completed by the Design/Builder.
 - m. Warranties: Identify all warranties to be transferred to CFX.

When the review comments have been resolved and documented by the designer, the plans are ready to proceed to completion.

13.3.1 Final Signed and Sealed Plans

Final signed and sealed plans shall be delivered to the CFX Project Manager a minimum of fifteen (15) calendar days prior to construction of that component. Once all comments have been satisfactorily resolved as determined by the CFX, the CFX Project Manager will initial,

date and stamp each submittal as "Released for Construction". Only signed and sealed plans which are stamped "Released for Construction" by the CFX Project Manager are valid. All work that the Design/Builder performs in advance of the CFX release of Plans shall be at the Design/Builder's risk.

13.4 Shop Drawings

The Design/Builder shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the Governing Regulations of this Design Criteria. Shop drawings for the structures shall be provided to CFX for review. The Shop Drawings shall bear the stamp and signature of the Design/Builder's Engineer of Record (EOR), and Specialty Engineer as appropriate. CFX shall review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the Design/Builder. CFX's procedural review of Shop Drawings is to assure that the Design/Builder's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. CFX's review is not meant to be a complete and detailed review. Upon review and approval of the Shop Drawing, CFX will initial, date, and stamp "Released for Construction" or "Released for Construction as Noted".

- Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.
- Submit drawings for approval prior to equipment construction or integration.
- Submit shop drawings at a minimum of 11 by 17 inches in size.
- All details legible and all text no smaller than 0.1 inches in height on any drawing. As needed, provide enlargements to ensure clarity of intent.
- Shop drawings must include one-line and three-line diagrams and installation details of photovoltaic (PV) system equipment indicating location as proposed in design drawings, layout and arrangement of PV modules, support and mounting mechanism, inverters, combiner boxes, AC and DC disconnects, equipment enclosures, conduits, monitors, meters, security systems, and all other accessories associated with the installation of the PV system. Wiring diagrams must identify circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each equipment item.
- Shop drawings may include legible copies of manufacturer's product literature, with selected items and specifications highlighted thereon.
- Modifications to original drawings made during installation must be immediately recorded for inclusion into the as-built drawings. When items have changed relative to the approved design, the designer must provide certification indicating that the changes will not negatively affect the system's operation or the structure supporting the system.

13.5 **As-Built Record Drawings**

As-Built Record Drawings (signed & sealed) shall be submitted at the completion of construction detailing the final adjustments that were made to the design plans during the course of construction. The Record Drawings shall be prepared by the Design/Builder, with the appropriate signing and sealing by their EOR.

The Design-Builder shall furnish to CFX, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed plans
- CADD files in MicroStation conformed to reflect as-built conditions
- 3 sets of 11" X 17" copies of the signed and sealed plans
- 3 sets of signed and sealed final documentation (if different from final component submittal)
- One Final Project CD (native files and pdfs of plans and documentation)

Final documentation, other than the plans, shall consist of all other final documentation related to the project. It shall consist of at a minimum:

- As-Built design summary and calculations,
- Record of all project approvals,
- Final list of equipment with date of purchase,
- Executed warrantee documentation with contact information,
- Certified factory acceptance testing results,
- Certified tested inverter efficiency report.
- Certified Acceptance Testing results,
- Equipment Operation manuals,
- Equipment maintenance manuals,
- Preventative maintenance and inspection data and schedule for system operators.
- Complete operation, repair, and maintenance information, detailed to the smallest replaceable unit.
- Adjustment, troubleshooting, configuration, tuning, and system calibration instructions.
- Programming information for the communications and monitoring interface.
- An instruction manual with pertinent items and information highlighted.
- Actual nameplate diagram.
- Date of purchase.
- Provided spare parts inventory and
- Recommended spare equipment list with pricing.

The Design/Builder's Professional Engineer in responsible charge of the Project's design shall professionally endorse (signed and sealed and certified) the record prints, the special

provisions and all reference and support documents for all elements. The professional endorsement shall be performed in accordance with the FDOT Design Manual.

The Design/Builder shall complete the record set as the Project is being constructed. The record set becomes the as-builts at the end of the Project. All changes shall be signed and sealed by the appropriate EOR. The record set shall reflect all changes initiated by the Design/Builder or the CFX in the form of revisions. The record set shall be submitted on a Final Project CD upon Project completion.

Additionally, the Design/Build team shall complete and submit GIS data of the install infrastructure before final acceptance. The GIS information shall follow CFX ITS Technical Special Provision 612.

13.6 Training Course

Upon completion of the work and at a time approved by CFX, provide instructions by a qualified instructor to CFX personnel in the proper adjustment, system operation, and maintenance of the specified systems and equipment, including pertinent safety requirements as required. CFX personnel must receive training comparable to the equipment manufacturer's factory training. Instructor must provide a separate training course for the monitoring system.

The proposed Training Course Curriculum (including topics and dates of discussion) indicating that all of the items contained in the operating and maintenance instructions, as well as demonstrations of safety and routine maintenance operations, including testing procedures included in the maintenance instructions, are to be covered. The proposed Training Course must be video-recorded and provided with any PowerPoint slides as part of the final documentation for those that cannot attend. Safety training must be extended to fire department representatives.

The training period must consist of a total of 8 hours of normal working time and begin after the system is functionally completed but prior to final acceptance tests. Submit the training course curriculum for approval, along with the proposed training date, at least 14 days prior to the date of proposed conduction of the training course.

Instruction must be video-recorded and given during the first regular work week after the equipment or system has been accepted and turned over to CFX for regular operation. Provide video recording and any PowerPoint slides as part of the final documentation for those that cannot attend. Extend safety training to fire department representatives. Coordinate with CFX for Fire Department first responder training.

Instructor(s) must be employee(s) of installer or a certified solar photovoltaic system training program. Instructors must be thoroughly familiar with all parts of the installation and trained in operating theory as well as practical operation and maintenance work. Submit the name(s) and qualification resume(s) of instructor(s) to CFX for approval.

13.7 Spare Parts

Provide an extra 2% percent of spare solar photovoltaic modules, calculated based on the PV module count and rounded up to the nearest whole number. Spare parts on all equipment shall be provided per each equipment manufacturer recommendations and including those parts required for the first three years of routine maintenance of the system. Two spare sets of fuses shall be provided for each type of fuse provided on the project. Provided with the As-Built documentation:

- Spare parts inventory shall be provided listing the provided spare part items. Inventory shall include the US contact at the place of purchase.
- A Spare Equipment List for equipment such as inverters and PV panels shall be provided with current pricing, availability in the US, and the US contact details.

EXHIBIT "A"
SCOPE OF SERVICES

CORAL HILLS MAINLINE PHOTOVOLTAIC DEPLOYMENT
PROJECT NO. 414-473, CONTRACT NO. 001924

1.0 PROJECT DESCRIPTION

The project generally involves the design and construction of the Coral Hills Mainline Photovoltaic as identified in the Design Criteria package.

2.0 DESIGN SERVICES

2.1 The Design/Builder shall provide the services necessary to complete the design of the Coral Hills Mainline Photovoltaic and all site improvements in accordance with the Contract Documents.

2.2 The Design/Builder shall provide continuous quality control and quality assurance reviews prior to each submittal in accordance with the Design/Builder's approved quality control plan. The measures to be provided shall be sufficient to establish that "due care" has been used in the preparation of the work and documents.

2.3 Design Criteria are detailed in the Design Criteria Drawings and Design Criteria Specifications.

3.0 BUILD (CONSTRUCTION) SERVICES

3.1 The Design/Builder shall provide all labor, materials, equipment and incidentals necessary to construct the project in accordance with the plans and specifications prepared by the Design/Builder and approved by CFX.

4.0 ADDITIONAL SERVICES

Additional services may be assigned to the Design/Builder in accordance with the Agreement and this Scope of Services. No work shall be accomplished under additional services without prior written authorization from CFX to perform the work.

5.0 COMPENSATION

Compensation will be paid in accordance with the Contract documents.

END OF SCOPE OF SERVICES

E.

Reports

E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members
FROM: Michael Carlisle, Director of Accounting and Finance
DATE: September 30, 2022 *MC*
RE: August 2022 Financial Reports

Attached please find the August 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 AUGUST 31, 2022 AND YEAR-TO-DATE**

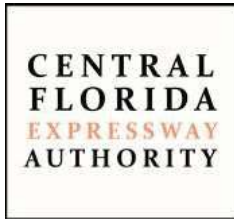
	FY 23 MONTH ACTUAL	FY 23 MONTH BUDGET	FY 23 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE BUDGET	FY 23 YEAR-TO-DATE VARIANCE	FY 23 YEAR-TO-DATE % VARIANCE	FY 22 - 23 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 54,875,360	\$ 52,271,397	\$ 108,671,696	\$ 101,628,032	\$ 7,043,664	6.9%	8.7%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	545,012	465,725	661,663	535,130	126,533	23.6%	19.9%
TRANSPONDER SALES	210,752	164,502	412,676	328,281	84,395	25.7%	13.2%
OTHER OPERATING	211,788	146,465	228,721	155,431	73,291	47.2%	16.7%
INTEREST	500,261	196,840	586,495	393,680	192,816	49.0%	-446.9%
MISCELLANEOUS	62,523	67,085	129,864	134,170	(4,307)	-3.2%	-11.3%
TOTAL REVENUES	\$ 56,405,697	\$ 53,312,014	\$ 110,691,116	\$ 103,174,724	\$ 7,516,393	7.3%	9.5%
O M & A EXPENSES							
OPERATIONS	\$ 6,098,154	\$ 6,449,377	\$ 8,951,455	\$ 9,425,626	\$ 474,171	5.0%	41.4%
MAINTENANCE	655,161	679,914	819,691	881,650	61,959	7.0%	-25.7%
ADMINISTRATION	771,282	828,495	1,279,289	1,395,270	115,981	8.3%	16.8%
OTHER OPERATING	-	-	-	-	-	-	-
TOTAL O M & A EXPENSES	\$ 7,524,597	\$ 7,957,786	\$ 11,050,436	\$ 11,702,546	\$ 652,110	5.6%	28.8%
NET REVENUES BEFORE DEBT SERVICE	\$ 48,881,100	\$ 45,354,228	\$ 99,640,681	\$ 91,472,178	\$ 8,168,502	8.9%	7.8%
COMBINED NET DEBT SERVICE	\$ 18,295,527	\$ 18,322,446	\$ 36,606,753	\$ 36,644,892	\$ 38,139	0.1%	1.2%
NET REVENUES AFTER DEBT SERVICE	\$ 30,585,573	\$ 27,031,782	\$ 63,033,927	\$ 54,827,286	\$ 8,206,641	15.0%	12.0%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022
FOR THE MONTH ENDING AUGUST 31, 2022 AND YEAR-TO-DATE**

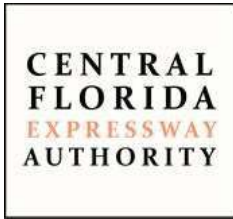
	<u>FY 2023 ACTUAL</u>	<u>FY 2023 BUDGET</u>	<u>VARIANCE</u>	<u>FY 23 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 8,951,455	\$ 9,425,626	\$ 474,171	5.0%
Maintenance	819,691	881,650	61,959	7.0%
Administration	1,279,289	1,395,270	115,981	8.3%
Other Operating	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total O M & A	\$ 11,050,436	\$ 11,702,546	\$ 652,110	5.6%
 Capital Expenditures				
Operations	\$ -	\$ 3,333	\$ 3,333	100.0%
Maintenance	-	-	-	0.0%
Administration	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
Total Capital Expenditures	\$ -	\$ 3,333	\$ 3,333	100.0%

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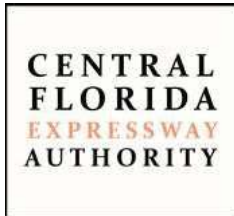
**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Two Months Ending August 31, 2022**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	110,889	118,538	7,649	6.45%
Image Review	1,544,183	1,454,691	(89,492)	-6.15%
Special Projects	27,874	39,739	11,865	29.86%
Information Technology	605,924	734,153	128,229	17.47%
E-PASS Service Center	3,855,634	3,892,078	36,444	0.94%
Business Relations	22,229	25,536	3,307	12.95%
Public Outreach/Education	65,281	66,633	1,352	2.03%
Subtotal CFX	\$6,232,014	\$6,331,368	\$99,354	1.57%
Plazas	2,719,441	3,097,590	378,149	12.21%
Subtotal Toll Facilities	\$2,719,441	\$3,097,590	\$378,149	12.21%
Total Operations Expenses	\$8,951,455	\$9,428,959	\$477,503	5.06%



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Two Months Ending August 31, 2022**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	324,246	338,362	14,116	4.17%
Traffic Operations	149,822	173,622	23,800	13.71%
Routine Maintenance	345,624	369,666	24,042	6.50%
Total Maintenance Expenses	<u><u>\$819,691</u></u>	<u><u>\$881,650</u></u>	<u><u>\$61,958</u></u>	<u><u>7.03%</u></u>



**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Two Months Ending August 31, 2022**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	95,078	101,097	6,019	5.95%
Security	38,077	55,640	17,562	31.56%
525 Magnolia	4,338	4,555	218	4.78%
Administrative Services	388,727	396,535	7,808	1.97%
Engineering	11,261	14,425	3,164	21.94%
Legal	101,299	108,129	6,830	6.32%
Accounting	231,937	233,508	1,571	0.67%
Procurement	96,641	101,181	4,540	4.49%
Contracts Compliance	27,186	32,499	5,312	16.35%
Risk Management	70,865	71,874	1,009	1.40%
Records Management	51,387	55,746	4,359	7.82%
Human Resources	49,064	53,188	4,123	7.75%
Supplier Diversity	33,554	39,362	5,808	14.75%
Communications	64,193	108,971	44,778	41.09%
Construction Administration	11,908	14,787	2,879	19.47%
Internal Audit	3,775	3,775	0	0.00%
Grand Total Expenses	<u>\$1,279,289</u>	<u>\$1,395,270</u>	<u>\$115,981</u>	<u>8.31%</u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING AUGUST 31, 2022 AND YEAR-TO-DATE**

	FY 23 YEAR-TO-DATE ACTUAL	FY 23 YEAR-TO-DATE BUDGET	FY 23 YEAR-TO-DATE VARIANCE	FY 22 YEAR-TO-DATE ACTUAL	FY 22 YEAR-TO-DATE BUDGET	FY 22 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 108,671,696	\$ 101,628,032	\$ 7,043,664	\$ 99,959,362	\$ 88,492,871	\$ 11,466,491	\$ (4,422,827)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	661,663	535,130	126,533	552,049	624,559	(72,510)	199,043
TRANSPONDER SALES	412,676	328,281	84,395	364,623	152,785	211,838	(127,443)
OTHER OPERATING	228,721	155,431	73,291	195,937	139,767	56,170	17,121
INTEREST	586,495	393,680	192,816	(169,047)	393,409	(562,456)	755,272
MISCELLANEOUS	129,864	134,170	(4,307)	146,352	126,908	19,444	(23,751)
TOTAL REVENUES	\$ 110,691,116	\$ 103,174,724	\$ 7,516,393	\$ 101,049,276	\$ 89,930,299	\$ 11,118,977	\$ (3,602,584)
O M & A EXPENSES							
OPERATIONS	\$ 8,951,455	\$ 9,425,626	\$ 474,171	\$ 6,331,024	\$ 6,965,579	\$ 634,555	\$ (160,384)
MAINTENANCE	819,691	881,650	61,959	1,102,590	1,192,697	90,107	(28,148)
ADMINISTRATION	1,279,289	1,395,270	115,981	1,095,080	1,179,103	84,023	31,958
OTHER OPERATING	-	-	-	48,395	55,646	7,251	(7,251)
TOTAL O M & A EXPENSES	\$ 11,050,436	\$ 11,702,546	\$ 652,110	\$ 8,577,089	\$ 9,393,025	\$ 815,936	\$ (163,826)
NET REVENUES BEFORE DEBT SERVICE	\$ 99,640,681	\$ 91,472,178	\$ 8,168,502	\$ 92,472,187	\$ 80,537,274	\$ 11,934,913	\$ (3,766,411)
COMBINED NET DEBT SERVICE	\$ 36,606,753	\$ 36,644,892	\$ 38,139	\$ 36,185,953	\$ 36,097,343	\$ 88,610	\$ (50,471)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 63,033,927</u>	<u>\$ 54,827,286</u>	<u>\$ 8,206,641</u>	<u>\$ 56,286,234</u>	<u>\$ 44,439,931</u>	<u>\$ 11,846,303</u>	<u>\$ (3,639,662)</u>

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING AUGUST 31, 2022 AND YEAR-TO-DATE

	FY 23 MONTH ACTUAL	FY 22 MONTH ACTUAL	FY 22 - 23 SAME MONTH COMPARISON	FY 23 YEAR-TO-DATE ACTUAL	FY 22 YEAR-TO-DATE ACTUAL	FY 22 - 23 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 54,875,360	\$ 48,993,424	\$ 5,881,936	\$ 108,671,696	\$ 99,959,362	\$ 8,712,334
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	545,012	442,783	102,229	661,663	552,049	109,614
TRANSPONDER SALES	210,752	178,490	32,262	412,676	364,623	48,053
OTHER OPERATING	211,788	183,705	28,083	228,721	195,937	32,784
INTEREST	500,261	(703,782)	1,204,043	586,495	(169,047)	755,542
MISCELLANEOUS	62,523	80,646	(18,123)	129,864	146,352	(16,488)
TOTAL REVENUES	\$ 56,405,697	\$ 49,175,266	\$ 7,230,431	\$ 110,691,116	\$ 101,049,276	\$ 9,641,840
O M & A EXPENSES						
OPERATIONS	\$ 6,098,154	\$ 3,721,810	\$ 2,376,344	\$ 8,951,455	\$ 6,331,024	\$ 2,620,431
MAINTENANCE	655,161	934,847	(279,686)	819,691	1,102,590	(282,899)
ADMINISTRATION	771,282	617,539	153,743	1,279,289	1,095,080	184,209
OTHER OPERATING	-	48,395	(48,395)	-	48,395	(48,395)
TOTAL O M & A EXPENSES	\$ 7,524,597	\$ 5,322,591	\$ 2,202,006	\$ 11,050,436	\$ 8,577,089	\$ 2,473,347
NET REVENUES BEFORE DEBT SERVICE	\$ 48,881,100	\$ 43,852,675	\$ 5,028,425	\$ 99,640,681	\$ 92,472,187	\$ 7,168,494
COMBINED NET DEBT SERVICE	\$ 18,295,527	\$ 18,137,381	\$ 158,146	\$ 36,606,753	\$ 36,185,953	\$ 420,800
NET REVENUES AFTER DEBT SERVICE	<u>\$ 30,585,573</u>	<u>\$ 25,715,294</u>	<u>\$ 4,870,279</u>	<u>\$ 63,033,927</u>	<u>\$ 56,286,234</u>	<u>\$ 6,747,693</u>

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E.3.

Executive Director's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report October 2022

FINANCIAL SOUNDNESS

Certificate of Achievement for Excellence in Financial Reporting

The Government Finance Officers Association presented the Certificate of Achievement for Excellence in Financial Reporting to CFX for the seventeenth consecutive year. Congratulations to the Finance and Communications Departments for a job well done!

Fitch Ratings Affirmed CFX's A+ Rating

Fitch Ratings has affirmed the 'A+' rating on CFX's approximately \$2.8 billion senior revenue bonds and the 'A' rating on its approximately \$196 million subordinated federal Transportation Infrastructure Finance and Innovation Act (TIFIA) loan. The Rating Outlook remains Stable. The rating rationale reflects the essentiality of the CFX system to commuters and visitors in the Orlando area, coupled with a demonstrated willingness and ability to implement toll increases even during challenging economic times. The upcoming capital plan, while sizable and requiring additional borrowing, is manageable at the current rating level and will serve to enhance the essentiality of the system.

COMMUNITY PARTNERSHIPS

2022 Chili Cook-off

CFX will hold its Annual Chili Cook-off following the **November 10** Board meeting. Proceeds will benefit hurricane relief. You can buy tickets for \$10 each after today's meeting in the lobby.

If you would like to compete at this year's event, please contact Ari Mercado at Ari.Mercado@CFXWay.com.

INNOVATION

Visitor Toll Pass Patent

The United States Patent and Trademark Office has notified CFX that its patent application on the innovative solution we created for our Visitor Toll Pass ("VTP") program has been awarded. This patent recognizes and protects the intellectual property that CFX produced and allows us to license the solution to others who pursue similar programs. We are very proud of our VTP program and excited the Patent Office saw fit to award us with this patent.

ASPIRE Annual Meeting

ASPIRE's (Advancing Sustainability through Powered Infrastructure for Roadway Electrification) annual meeting and the National Science Foundation's site visit will take place at Utah State University on October 17 – 19. The vision of ASPIRE is widespread electrification of all vehicle classes, improved air quality, and public infrastructure that provides an inexpensive, seamless charging experience.

ASPIRE takes a holistic approach to eliminate range and charging as barriers to electric vehicle use. Solutions include plug-in and wireless charging systems that are integrated into roadways, parking structures and networked with the electric grid and traffic management systems.

The Lake-Orange Expressway design includes an ASPIRE partnership pilot project that utilizes wireless induction equipment imbedded in the pavement to charge electric vehicles at highway speeds.

TRANSPORTATION PARTNERS

International Bridge Tunnel and Turnpike Association (IBTTA)

I joined Nicola Liquori, Florida's Turnpike and Tonia Buell, Washington State DOT for a panel presentation and discussion at the IBTTA Annual Meeting on September 17. The session was sponsored by the Women in Tolling Committee and focused on the future of electric vehicles and charging infrastructure research being conducted in the world today.

Michelle Maikisch joined a panel on September 20 at the annual meeting that focused on the tolling industries' efforts to address green transportation solutions. Michelle's presentation and discussion showcased our sustainability journey, including topics such as CFX solar projects, Brightline partnership, Environmental Stewardship Committee, trail connections and wildlife considerations.

MEETINGS AND PRESENTATIONS

Sep 12	Lake Sunset Neighborhood Association SR 408/Tampa Avenue PD&E Study
Sep 13-16	American Council of Engineering Companies (ACEC)
Sep 15	Hispanic Chamber of Commerce Supplier Diversity Expo
Sep 15	African Chamber of Commerce CEO Roundtable Luncheon
Sep 16	Hispanic Chamber of Commerce Supplier Diversity Council
Sep 17-18	IBTTA Board Meeting
Sep 19-21	IBTTA Annual Meeting
Sep 21	Poinciana Community Development Board Southport Connector Expressway PD&E Study
Sep 20	Hispanic Chamber of Commerce Supplier Diversity Council
Sep 21-24	Go for the Greens Annual Conference
Sep 23	Women's Executive Event – Orlando Economic Partnership
Oct 6	Women in Tolling Council
Oct 10	ASPIRE Executive Advisory Board Leadership Meeting

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Hurricane Ian Impact Report through October 10, 2022

Hurricane preparedness and response activities are summarized below in chronological order.

Friday, 9/23/2022

An email was sent to all CFX construction site engineers requesting that they review and provide their project hurricane plans along with updated contact information to CFX's construction management by close of business.

Monday, 9/26/2022 - Governor declared State of Emergency

The following direction was sent from CFX to all construction site engineers:

- Commence hurricane preparations per submitted emergency/hurricane plans.
- Ensure temporary drainage, erosion and sedimentation controls are in place and properly functioning.
- Document conditions in detail.
- Document contractor efforts to implement hurricane plans.
- CFX's top priority is safety.
- No lane closures without approval from CFX construction staff.

Roadway maintenance crews focused their efforts towards clearing drainage inlets, removing litter and debris as well as looking for items that could become hazardous during high winds.

Tuesday, 9/27/2022

The following direction was sent from CFX to all construction site engineers:

- Continue to follow hurricane plans and ensure all non-essential maintenance of traffic is pulled by the end of the day.
- Direct contractor to remove non-essential maintenance of traffic.
- Drainage systems, erosion and sediment control measures should be in place and in good condition.
- Document project conditions.
- Request a status update from each contractor by 3pm.

Tolls were suspended by Governor at 5:00pm on all Central Florida toll roads to facilitate evacuations.

Wednesday, 9/28/2022 - Hurricane Ian entered Central Florida

- Contractors checked erosion control measures.
- Remaining maintenance of traffic devices were removed.
- Projects near Boggy Creek, Shingle Creek and Reedy Creek were given specific attention due to concerns of potential flooding.

Thursday, 9/29/2022 - Hurricane Ian left Central Florida

No construction work except for minimal personnel addressing safety concerns or clean up. Construction site engineers reviewed their respective projects and reported areas of concern to CFX.

SR 429 (Project 429-152) - Contractor was directed to address flooding at NB on-ramp from Plant Street.

Storm impacts documented within CFX maintenance zones:

SR 417 SB to University Blvd. was closed due to flooding. *Re-Opened 9/30*
SR 528 EB Exit to Dallas Blvd. was closed due to flooding. *Re-Opened 9/30*
SR 520 to SR 528 WB Entrance was closed due to flooding. *Re-Opened 9/30*
SR 528 WB to Goldenrod Road was closed due to flooding. *Re-Opened 10/5*
Goldenrod Road SB to SR 528 WB was closed due to flooding. *Re-Opened 10/5*
SR 408 EB Exit to OBT was closed due to flooding. *Re-Opened 9/30*
SR 414 at Keene Road: Traffic signal out due to fallen tree.

Friday, 9/30/2022

Contractors and construction site engineers assessed project conditions including damage and safety concerns. Contractors began initial clean up and site restoration. Areas in need of immediate attention:

SR 417 (Project 417-142) - Shoulder and lane closed today to fix wash out at bridge
SR 417 (Project 417-149) - Shoulder closed to address slope failures
SR 528 at Turkey Creek - Constructed alternate paths to divert stormwater *Repairs Completed 10/1*

Saturday, 10/1/2022

Contractors continued clean up and site restoration and resume maintenance of traffic. Areas in need of immediate attention (washouts, flooding, etc.) are being addressed.

SR 429 (Project 429-152) - Pavement failure noted southbound. *Repairs Completed 10/2*.

Wednesday, 10/5/2022

Normal work operations resumed.

Monday, 10/10/2022

Estimated revenue loss due to toll suspension to date: \$22 million

PERFORMANCE DASHBOARD

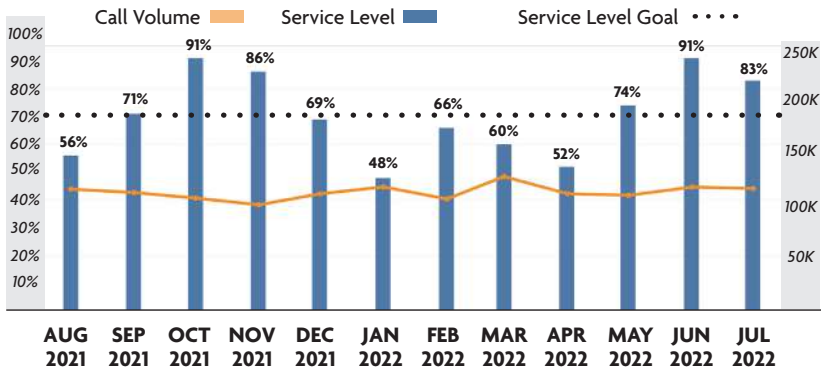
JULY 2022

Fiscal year runs from July 1 - June 30

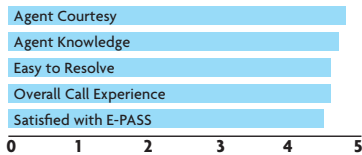
CUSTOMER SERVICE

CALL CENTER | Average Customer Call Time

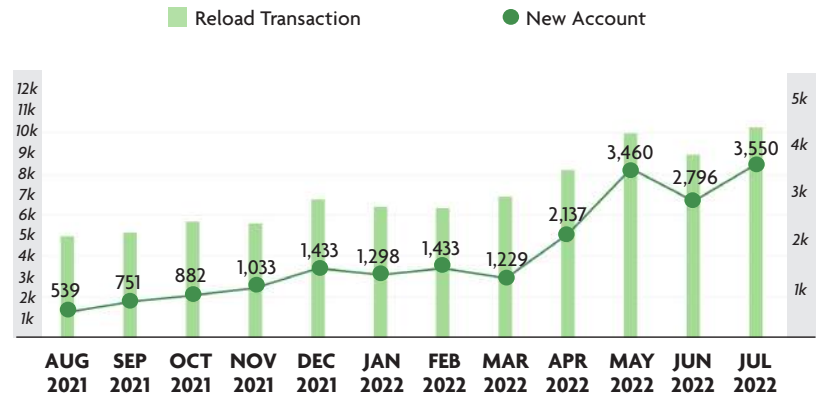
	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Call Center	115,905	114,490	00:25	<1m



CALL CENTER | Satisfaction Survey (Rating Scale 1-5)



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	\$108.5	\$107.9	80%	100%	Green	Feb. 2023
538-165	SR 538 Widening, Ronald Reagan Pkwy to Cypress Pkwy	\$95.2	\$75.3	58%	79%	Green	Sep. 2023
417-141	SR 417 Widening, International Dr. to John Young Pkwy	\$81.9	\$47.1	61%	58%	Green	Aug. 2023
417-142	SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$117.4	\$53.3	51%	45%	Green	Jan. 2024
417-149	SR 417 Widening, Landstar to Boggy Creek Rd.	\$77.9	\$29.8	44%	38%	Green	Dec. 2023
417-151	SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$61.8	\$14.7	31%	24%	Green	Dec. 2023
417-150	SR 417 Widening, Narcoossee Rd. to SR 528	\$92.3	\$27.4	39%	30%	Green	Feb. 2024
429-154	SR 429 Widening, Tilden Rd to FTP	\$97.7	\$3.6	8%	4%	Green	Sep. 2024
429-152	SR 429 Widening, FTE to West Rd.	\$178.5	\$22.1	20%	12%	Green	Feb. 2025
429-153	SR 429 Widening, West Rd. to SR 414	\$127.2	\$18.3	13%	14%	Green	Dec. 2024

LEGEND: % Time - % Earned ≤ 10 Green 11-20 Yellow ≥ 21 Red

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$54.3	\$49.9	9%
OM&A Expenses	\$3.5	\$3.7	6%
Net Revenue	\$32.4	\$27.8	17%

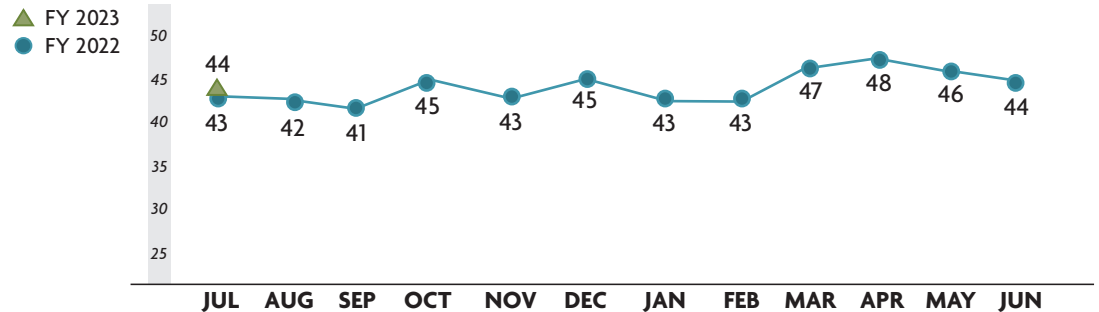
LEGEND: >/= 0 Green -0.1 to -10 Yellow < -10.1 Red

DEBT SERVICE

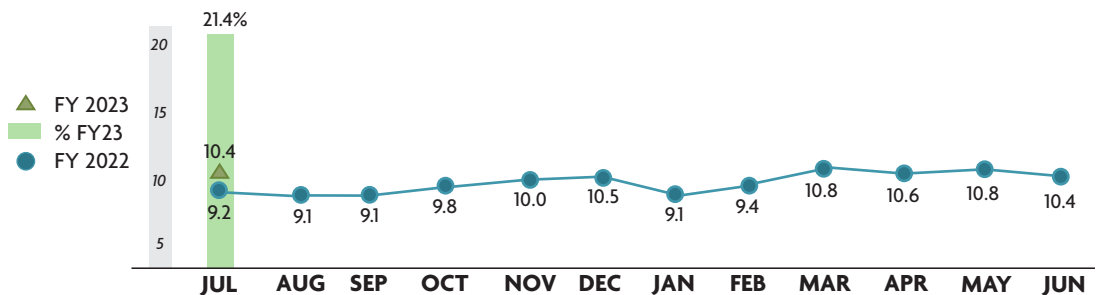
FY to Date	Actual	Budget
Senior Lien	2.43	2.41
Subordinate Lien	2.31	2.29

LEGEND: >/= 1.45 Green 1.20 to 1.44 Yellow < 1.20 Red

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



NUMBER AND % OF UNPAID IN LANE TRANSACTIONS (millions)



PERFORMANCE DASHBOARD

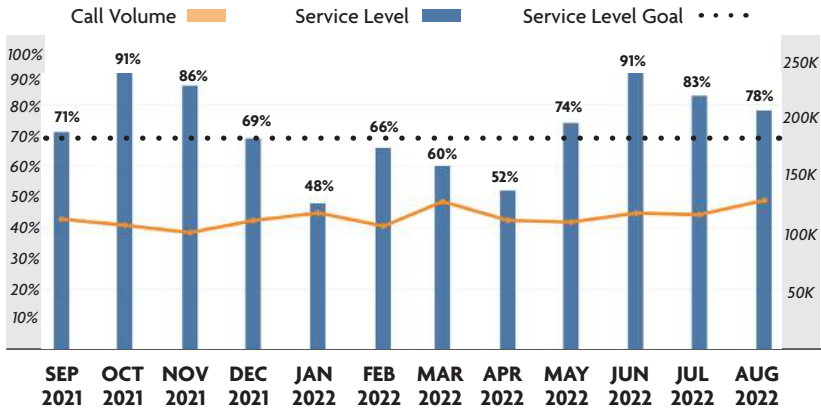
AUGUST 2022

Fiscal year runs from July 1 - June 30

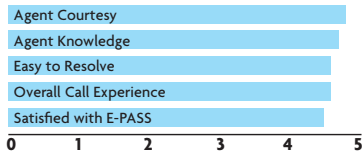
CUSTOMER SERVICE

CALL CENTER | Average Customer Call Time

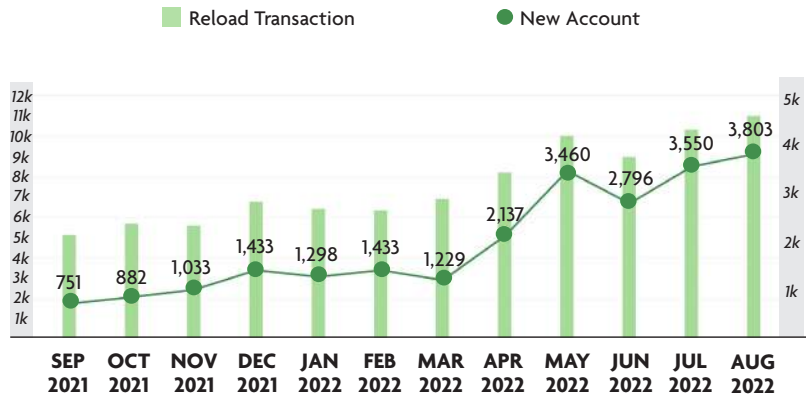
Call Center	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Call Center	128,133	118,163	00:50	<1m



CALL CENTER | Satisfaction Survey (Rating Scale 1-5)



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	\$108.5	\$108.0	83%	100%	█	Feb. 2023
538-165	SR 538 Widening, Ronald Reagan Pkwy to Cypress Pkwy	\$95.8	\$77.8	61%	81%	█	Sep. 2023
417-141	SR 417 Widening, International Dr. to John Young Pkwy	\$81.9	\$49.8	64%	61%	█	Aug. 2023
417-142	SR 417 Widening, John Young Pkwy to Landstar Blvd.	\$117.4	\$57.0	54%	49%	█	Jan. 2024
417-149	SR 417 Widening, Landstar to Boggy Creek Rd.	\$77.9	\$32.0	47%	41%	█	Dec. 2023
417-151	SR 417 Widening, Boggy Creek Rd. to Narcoossee Rd.	\$61.8	\$16.0	36%	26%	█	Dec. 2023
417-150	SR 417 Widening, Narcoossee Rd. to SR 528	\$92.3	\$30.1	43%	33%	█	Feb. 2024
429-154	SR 429 Widening, Tilden Rd to FTP	\$97.7	\$8.0	12%	8%	█	Sep. 2024
429-152	SR 429 Widening, FTE to West Rd.	\$178.5	\$28.7	22%	16%	█	Feb. 2025
429-153	SR 429 Widening, West Rd. to SR 414	\$127.2	\$22.8	16%	18%	█	Dec. 2024

LEGEND: % Time - % Earned ≤ 10 █ 11-20 █ ≥ 21 █

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$110.7	\$103.2	7%
OM&A Expenses	\$11.1	\$11.7	5%
Net Revenue	\$63.0	\$54.8	15%

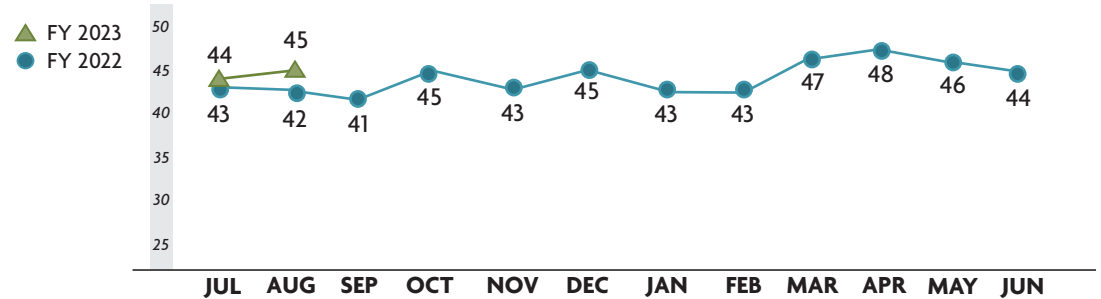
LEGEND: >/= 0 █ -0.1 to -10 █ < -10.1 █

DEBT SERVICE

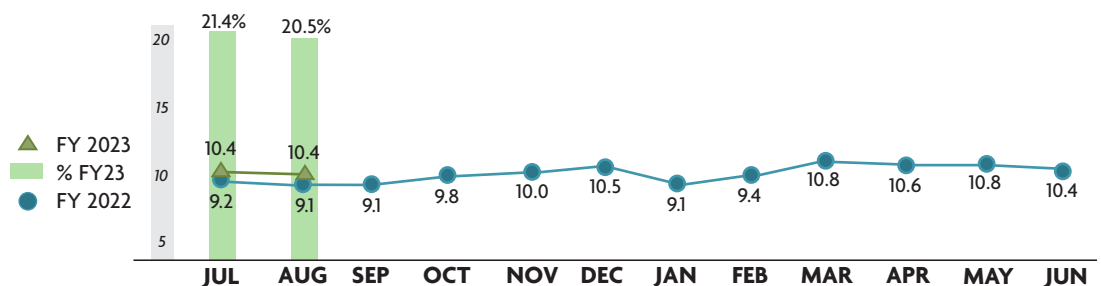
FY to Date	Actual	Budget
Senior Lien	2.44	2.41
Subordinate Lien	2.33	2.29

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)



F.

Regular Agenda Items

F. 1.



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Maintenance Update

Don Budnovich, Director of Maintenance

- October 13, 2022 -

Hurricane Ian: SR 417 at University Blvd.



Hurricane Ian: SR 528 at Goldenrod Road



Hurricane Ian: SR 528 at Dallas Blvd.



Hurricane Ian : SR 528 at Turkey Creek



Hurricane Ian: September 28-29



Hurricane Ian: September 28-29



Hurricane Ian: September 28-29

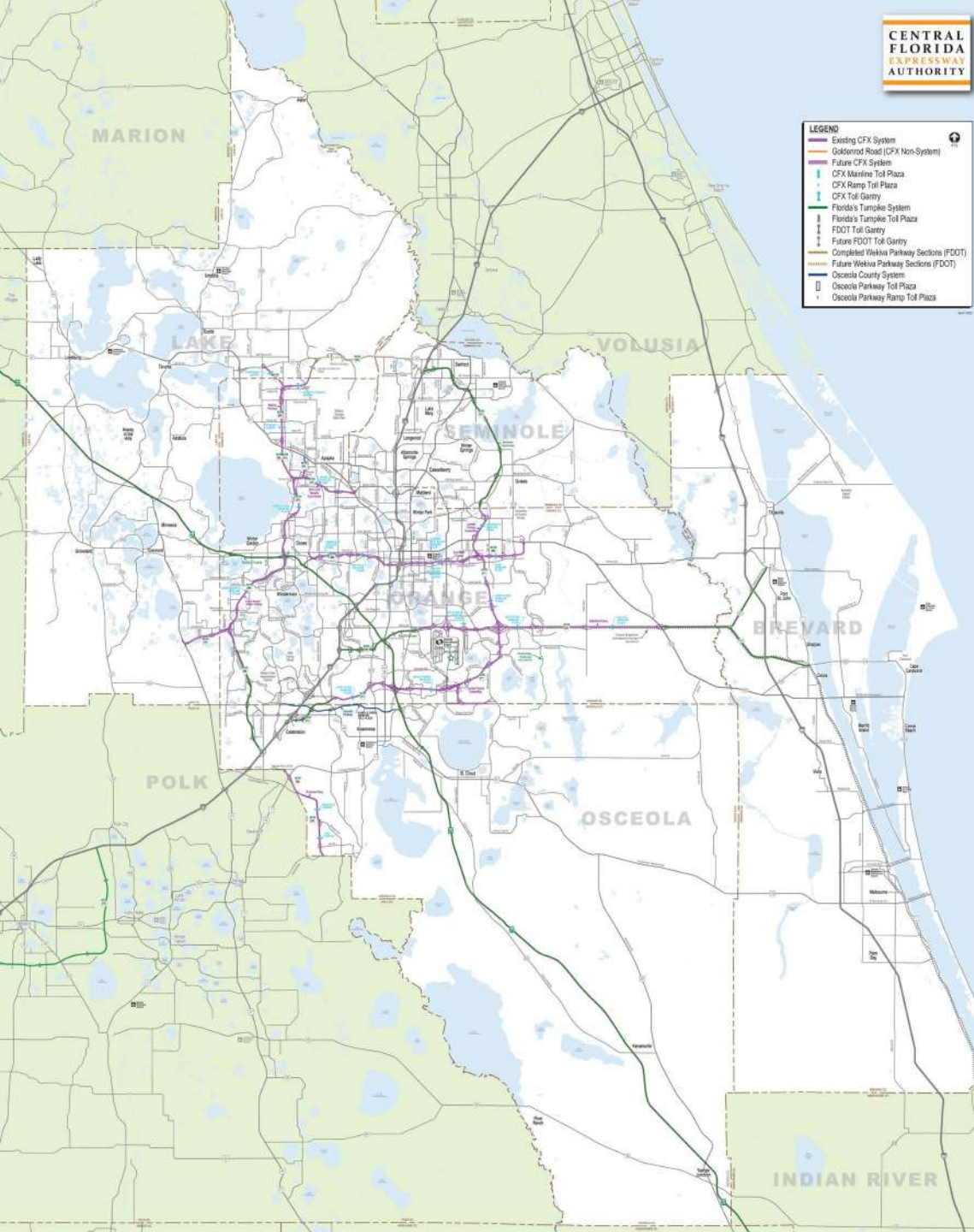




Maintenance Update

- 24/7 Operation
- Roadway and Bridge Asset Maintenance
- Landscape Maintenance
- Facilities Maintenance
- Miscellaneous Asset Maintenance





CFX Infrastructure

- 125 Centerline Miles of Roadway
- 361 Bridge Structures
- 4000 Acres of grassed areas (Mowed Monthly)
- 671 Overhead Sign Structures
- 3100 Roadway Signs
- 11,530 Highway Lights

Roadway and Bridge Asset Maintenance

East Side: SR 408, SR 417 and SR 528

West Side: SR 414, SR 429, SR 451 and SR 453



Roadway and Bridge Maintenance

Poinciana Parkway (SR 538)



Other Maintenance Items



- Traffic Signals
- Road Ranger Program
- Bridge Structure Inspections
- Sign Structure Inspections
- Right of Way Permit Inspections

Landscape Maintenance



- SR 408, SR 417 and Headquarters Building
- SR 414, SR 429, SR 451, SR 453 & SR 528
- Pond Maintenance

Facilities Maintenance



- 14 Mainline Plazas
- 71 Ramp Plazas
- 5 Mainline Gantries
- 5 Ramp Gantries



Facilities Maintenance

- Headquarters Building
- Backup Data Center
- E-PASS Service Center

Changes Since October 2020

- **New West Side Asset Maintenance Contract (NTP May 1, 2022)**
 - Pay Items for Key Elements (Mowing, Sweeping, Litter Patrol, Roadway & Fence Herbicide)
 - Lump Sum Element for Roadway and Bridge Asset Maintenance Services
 - Liquidated Damages for Non-Performance
- **Work Changes Implemented**
 - Increased Frequency of Roadway Sweeping on Most Roadways (Both East & West)
 - Increased Frequency of Daily Litter Removal (Both East & West)
 - Stand Alone Contract for MSE Wall Herbicide (West Side)
- **Looking for additional Individual Contract Opportunities**
 - Out-Parcel Mowing (West Side) (SSBE)
 - Pressure Washing of Structures (West Side) (SSBE)



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EXPRESSWAY
AUTHORITY**

Questions

F. 2.



Florida Transportation Commission Report Update

Michelle Maikisch, Chief of Staff/Public Affairs Officer

October 13, 2022



FLORIDA TRANSPORTATION COMMISSION

Mission

Provide leadership in meeting Florida's transportation needs through policy guidance on issues of statewide importance and by maintaining oversight and public accountability for the Department of Transportation and other statutorily specified transportation authorities.



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Background

1986 Florida Transportation Advisory Commission created by Executive Order of the Governor

1987 Florida Transportation Commission (FTC) created by law

1990 FTC directed by law to develop performance measures as part of a significant transportation funding increase

2007 FTC directed to monitor the efficiency, productivity, and management of expressways, bridge and regional transportation authorities.

Board Members



**FLORIDA
TRANSPORTATION
COMMISSION**



**Ronald Howse, PE,
Chairman,
Cocoa**



**Richard Burke,
Ponte Vedra**



**Alex Lastra,
Miami**



**David B. Genson, PE,
Vice-Chairman,
Naples**



**Julius Davis,
Lutz**



**Rusty Roberts,
Longwood**



**John Browning, Jr.,
East Palatka**

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Commission Roles and Responsibilities



Statutory Framework in [s. 20.23\(2\)\(b\), Florida Statutes](#)

Accountability

- ✓ Oversight and performance monitoring of FDOT and expressway, bridge, and transportation authorities
- ✓ In-depth evaluation and compliance review of the FDOT Tentative Work Program
- ✓ Recommend improvements to the FDOT organization to streamline and optimize efficiency

Awareness

- ✓ Review status of the transportation system and take a leadership role to recommend improvements to the Governor and Legislature

Advocacy for Policy Initiatives

- ✓ Review FDOT's major transportation policy initiatives
- ✓ Recommend major transportation policies for the Governor's approval and assure approved policies are properly executed

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Active Agencies:



Beginning FY 2022

Florida Transportation Commission
Transportation Authority Monitoring and
Oversight

Toll Authority Performance Measures

- Bond Rating, Outlook and Debt Service Coverage
- Safety
- Preservation and Maintenance
- Toll Revenue Management
- Customer Experience
- Contact Management
- Minority/Women Business and Small Business Enterprise Participation

Florida Transportation Commission Toll Authority Performance Measures			
Performance Measure Area of Focus	Performance Measure	Detail	Objective
Bond Ratings, Outlook and Debt Service Coverage			
Bond	Debt Service Coverage -Compliance with Bond Covenants	Debt Service coverage meets or exceeds minimum Bond Covenant requirements	Yes/No
	Bond Ratings and Bond Ratings Outlook	Bond Ratings at or higher than BBB(S&P), Baa (Moody's), BBB (Fitch) and no downgrade from the previous year. Bond Ratings Outlook-Standard and Poor's, Moody's, and Fitch report outlook as "positive", "negative", or "stable" during the previous year.	Yes/No
Safety			
Safety of the Authority/Expressway System	Fatalities per 100 million Vehicle Miles Traveled	Fatalities per 100 Million Vehicle Miles Traveled-Reduction in fatalities per 100 million VMT when compared to the previous 3-years rolling average.	Increase/Decrease from previous three years
	Roadway clearance time	Duration of time taken to clear an incident from incident report to roadway clearance.	< 75 minutes
Preservation and Maintenance			
Preservation and Maintenance of Assets	SHS Maintenance Rating Program (MRP) Overall Rating	Condition rating of at least 90	>90
	Pavement Condition Rating	% SHS lane miles rated "excellent or good"	>85%
	Bridge Condition Rating	% of bridge structures rated "excellent or good"	>95%
Toll Revenue Management			
Toll Revenues	Toll Collection Expense as a percentage of toll revenue	Toll collection expense (net of exclusions) / toll revenue	< 12%
	Revenue Variance (Interim Measure)	Year-over-year reduction when compared to the prior year's reported revenue variance (without fines/fees).	Yes/No
	Annual Operating, Maintenance, and Administrative (OM&A) Forecast Variance	Actual OM&A to annual budget	<110%
Customer Experience			
	Incident response time	Duration of time taken to respond to an incident from initial incident report (Incident = Motorist Assist, Debris Removal by Road Ranger)	TBD
Contract Management			
Contract Management Time and Cost	Consultant Contracts		
	Design and CEI Consultant Contract Management	Final cost % increase above original award	<5%
	Construction Contracts		
	Construction Contract Adjustments-Time	% of contracts complete within 20% above original contract time	≥80%
	Construction Contract Adjustments-Cost	% of projects completed within 10% above original contract amount.	≥90%
Minority/Women Business Enterprise and Small Business Enterprise Participation			
Minority/Women Business Enterprise and Small Business Enterprise	Minority Participation	M/WBE and SBE utilization % of total expenditures (each agency establishes their own goal/target)	Determined annually

As adopted by the Florida Transportation Commission on 8.26.2021, with CUTR recommendations

Florida Transportation Commission
Transportation Authority Monitoring and Oversight

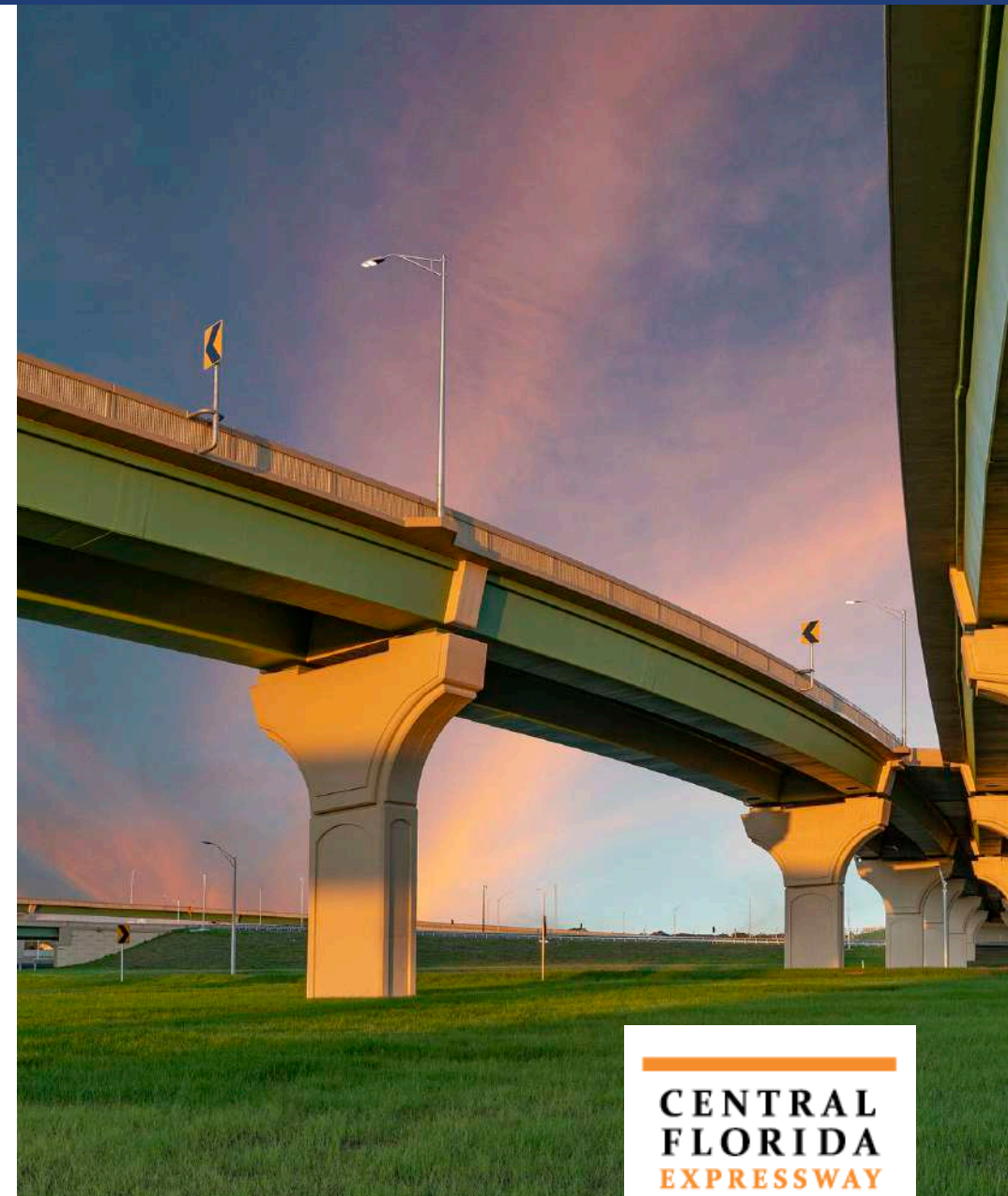
Toll Authority Operating Indicators

- Bond Ratings and Outlook
- Toll System Safety
- Value of Transportation Assets
- Preservation and Maintenance
- Tolling Transactions
- Annual Toll Revenues and Expenses

Florida Transportation Commission Summary of Operating Indicators	
Operating Indicator Area of Focus	Details
Bond Ratings and Outlook	
Bond Ratings, Debt Service, and Rating Outlook	Debt Service Coverage - Bonded/Commercial Debt
	$[(\text{Rev} - \text{interest}) - (\text{toll operating \& maintenance expense})] / \text{commercial debt service expense}$
	Debt Service Coverage - Comprehensive Debt
	$[(\text{Rev} - \text{interest}) - (\text{toll operating \& maintenance expense})] / \text{all scheduled debt service expense}$
	Underlying Bond Ratings (Uninsured)
Standard & Poor's Bond Rating/Outlook (Report as "positive", "stable", "negative")	
Moody's Bond Rating/Outlook (Report as "positive", "stable", "negative")	
Fitch Bond Rating/Outlook (Report as "positive", "stable", "negative")	
Toll System Safety	
Safety of the Authority/Expressway	Wrong way driving detection
Value of Transportation Assets	
Value of Transportation Assets	Land Acquisition
	Infrastructure Assets
	Construction in Progress
	Total Value of Transportation Assets
Preservation and Maintenance	
Preservation and Maintenance of Assets	Renewal and replacement of Infrastructure
	Routine Maintenance of Infrastructure
	Total Preservation Costs
	MRP Characteristic-Signing-Condition rating of at least 90
	MRP Characteristic-Striping-Condition rating of at least 95
	MRP Characteristic-Guardrail-Condition rating of at least 80
MRP Characteristic-Lighting-Condition rating of at least 85	
Tolling Transactions	
Cost to collect tolls	Cost to collect a toll transaction - Total toll collection costs (net of exclusions) / number of transactions
	Percent of toll transactions via Toll-by-Plate (TBP) - Total number of TBP transactions / Total number of transactions
	Percent of toll transactions via Transponder - Total number of Transponder transactions / Total number of transactions
Annual Toll Revenue and Expenses	
	Revenue Variance
	Actual Revenue with Recovery of Fines/Fees
	Actual Revenue without Recovery of Fines/Fees
	Rating Agency Performance
	Toll Operations and Maintenance Expense as % of Operating Revenue
	Toll Operating Expense and Revenue
	Toll Collection Expense as % of Operating Expense
	Routine Maintenance Expense as % of Operating Expense
	Administrative Expense as % of Operating Expense
	Operating Expense as % of Operating Revenue

Reported FY 2021 Highlights

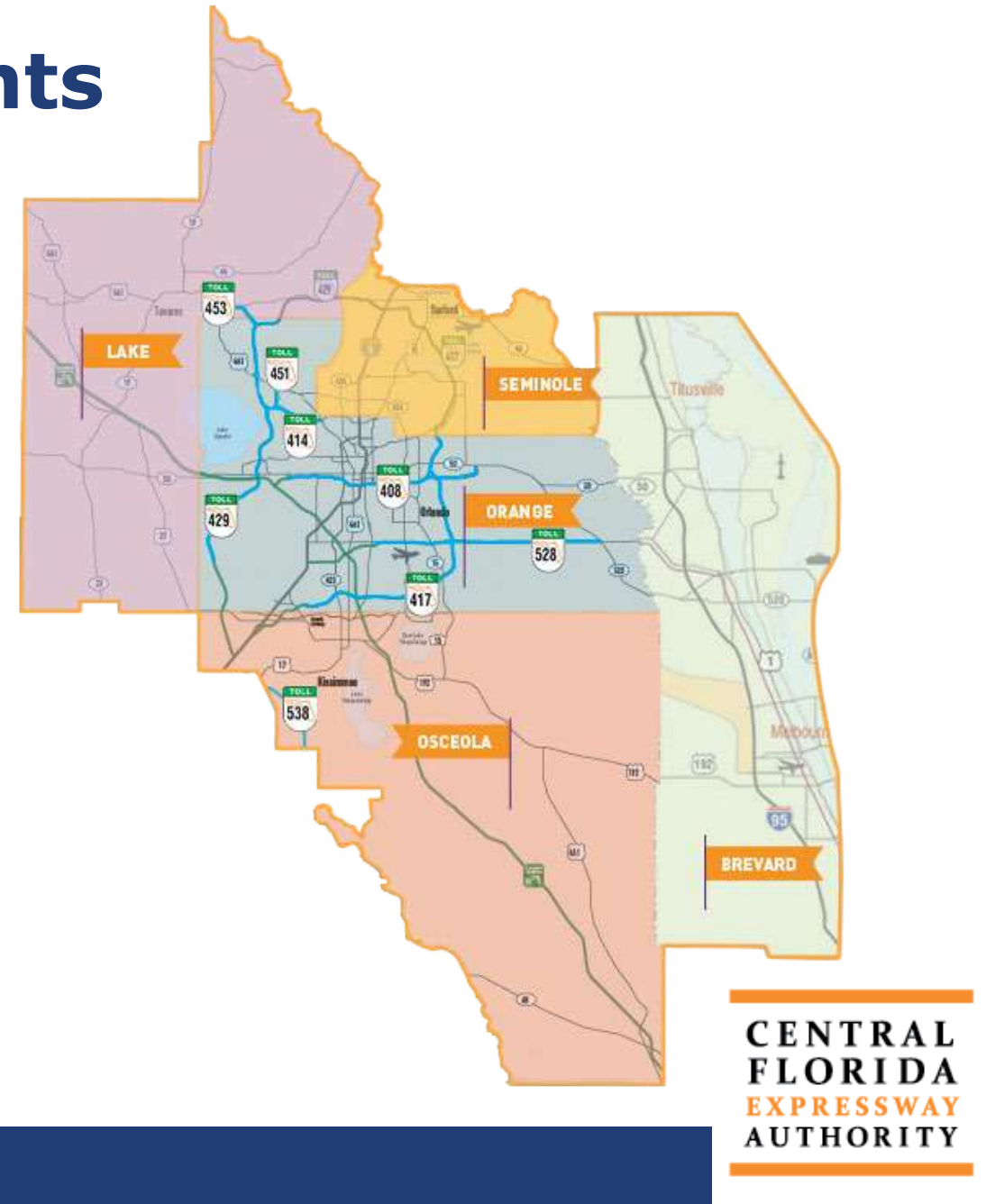
- FY 2021 operating revenue increased \$40.2 million, or 8.6%, from FY 2020 while operating expenses decreased \$6 million, or 4%.
- August 2020, CFX issued \$155.9 million in Senior Lien Refunding Revenue Bonds Series 2020A for the purpose of refunding portions of the series 2010B and 2013C bonds.
- April 2021, CFX issued \$548.2 million in Senior Lien Revenue Refunding Bonds Series 2021 for the purpose of lowering the risk profile of CFX's debt by refunding the remaining portions of the series 2008B variable bonds and terminate the swaps associated with them.
- June 2021, CFX issued \$140.3 million in Senior Lien Refunding Revenue Bonds Series 2021B and 2021C for the purpose of refunding portions of the series 2012 and 2013B bonds.



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Reported FY 2021 Highlights

Throughout FY 2021, CFX continued to study four corridors in parts of Lake, Orange, and Osceola Counties. Together, they could add up to 18 miles to the CFX system.



Reported FY 2021 Highlights

CFX kicked off the 2045 CFX Master Plan which is a long-range planning study that identifies potential transportation projects over the next 25 years.



The image features a multi-lane concrete bridge with a decorative railing, supported by several large concrete arches. The bridge is set against a blue sky with scattered white clouds. In the foreground, there is a grassy embankment with several tall, black, curved streetlights. A white car is visible on the bridge. The logo for the Central Florida Expressway Authority is centered in the image, consisting of a white square with orange horizontal bars above and below the text. The text is in a bold, serif font, with 'EXPRESSWAY' in orange and the other words in black.

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Thank You

F. 3.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL FLORIDA EXPRESSWAY AUTHORITY" in a serif font. "CENTRAL" and "AUTHORITY" are in black, while "FLORIDA" and "EXPRESSWAY" are in orange. The text is contained within a white rectangular box with orange horizontal bars above and below it.

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AUTHORITY**

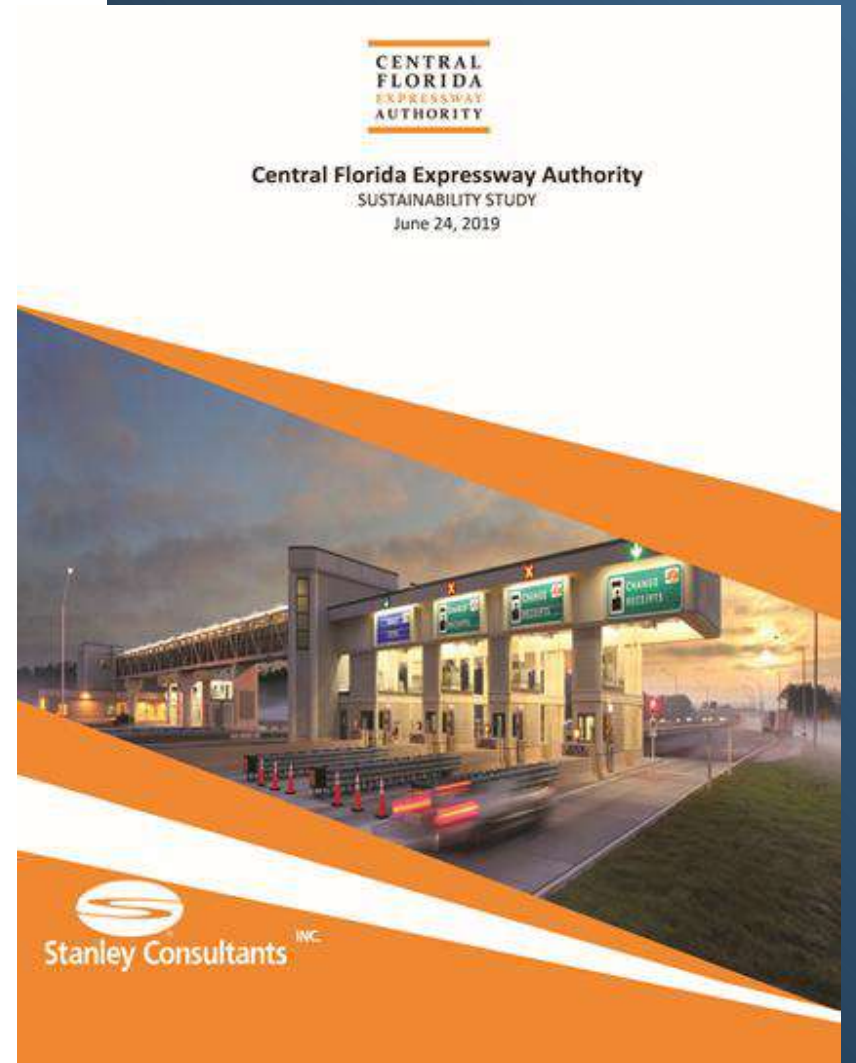
Sustainability Program Status

Bryan Homayouni, Director of Intelligent Transportation Systems

— October 13, 2022 —

Sustainability Study

- Board Approved April 2019
- **Key Elements**
 - Deployment of Photovoltaic (PV) Power Solutions
 - Improved Energy Efficiencies at CFX Buildings
 - Readiness for Vehicle Electrification



Sustainability Projects FY 2023-2027 Work Plan

- Six Solar Deployment (PV) Projects
- Includes Solar Deployment Projects at Eight Toll Plaza Facilities
- SR 516 Sustainability Project
- HQ PV Project
- Total capital investment estimated at \$25 Million



Hiawassee Plaza: Elevated Ground Mount PV

- Sustainable Power for Two Meter Connections
 - Hiawassee Mainline Data Center ~320 kW
 - Hiawassee Mainline Plaza ~250 kW
 - Net Metering
- Installation Complete: February 23, 2022



Dynamic Message Sign Power Source: Floating PV

- Sustainable Power for One Meter Connection
 - Storage Capacity ~ 2- 3 Days
 - Dynamic Message Sign on SR 429 ~ 9 kW
- Improved Resiliency
- Construction Complete: December 21, 2021



Coral Hills Mainline: Ground Mount PV

- Sustainable Power for One Meter Connection
 - Independence Mainline Plaza ~ 220 kW
 - Net Metering
- October 2022 Consent Agenda



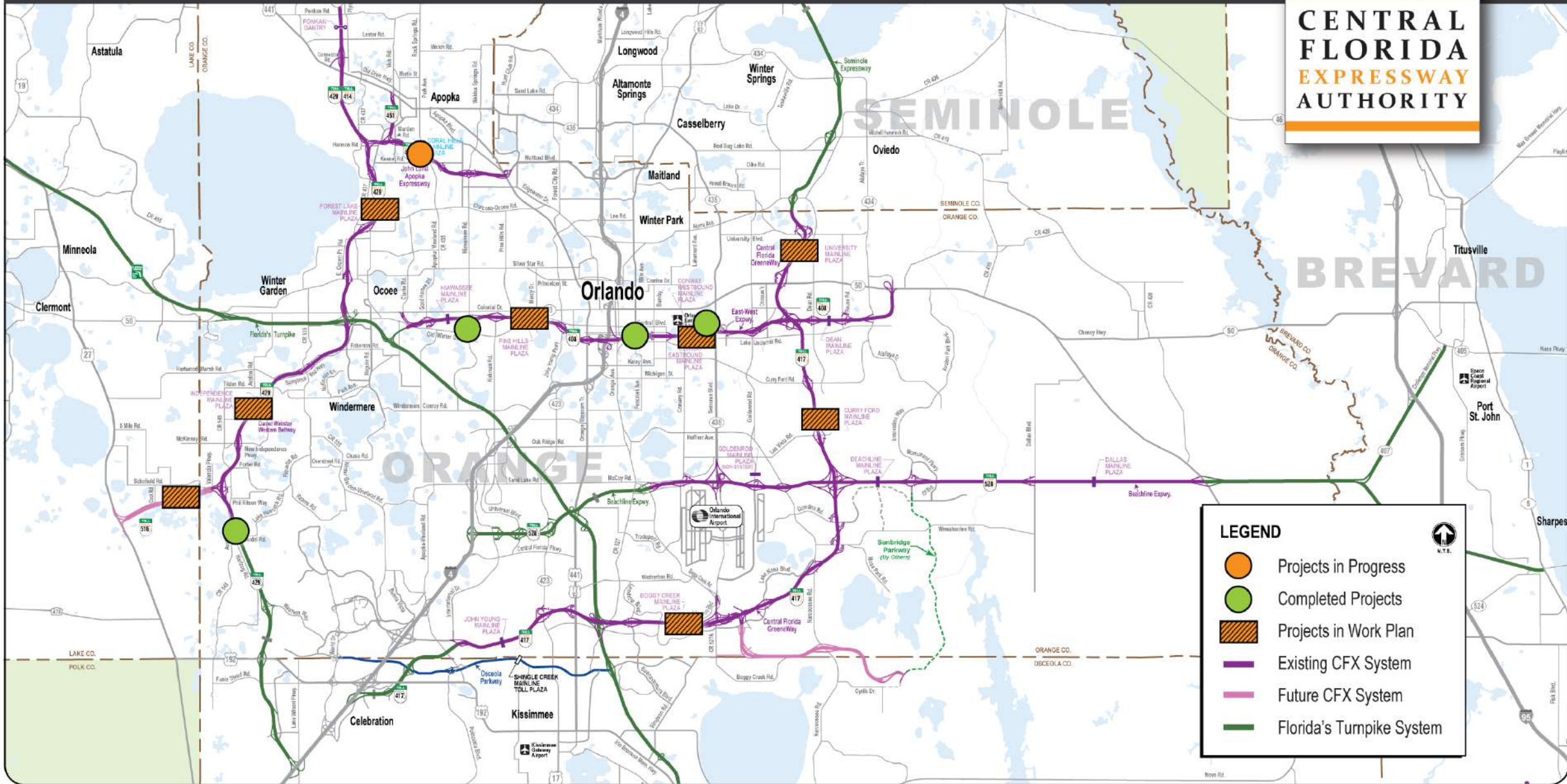
HQ Energy Audit

- HVAC Performance, Controls
- Lighting Control/Retrofits
- Maintenance Work
- Implementing Low-cost / High-return energy reductions
- Measuring Performance



Electric Vehicle Charging Stations

CFX SUSTAINABILITY PROJECTS



LEGEND

- Projects in Progress
- Completed Projects
- Projects in Work Plan
- Existing CFX System
- Future CFX System
- Florida's Turnpike System

N.T.E.