

**RESOLUTION NO. 22-124**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FERROVIAL SERVICES INFRASTRUCTURE, INC. REGARDING THE MAINTENANCE OF CERTAIN STATE RIGHT OF WAY BY THE CITY, FOR THE BASIC AMOUNT OF \$63,488.18.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Master Contract between the City and Ferrovial Services Infrastructure, Inc., relating to the maintenance of certain State right of ways by the City, in the basic annual amount of Sixty-Three Thousand, Four Hundred Eighty-Eight Dollars and Eighteen Cents (\$63,488.18), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 14<sup>th</sup> day of April, 2022.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

**FERROVIAL SERVICES INFRASTRUCTURE, INC. ("Ferrovial")**

**MASTER CONTRACT**

**CONTRACT No.: To Be Assigned**

This Master Contract ("Contract") is between the City of Panama City Beach, a corporation with a principal place of business at 17007 Panama City Beach Parkway, Panama City Beach, FL 32413 ("Contractor"), & Ferrovial Services Infrastructure, Inc. ("Ferrovial") effective as of January 01, 2022 (the "Effective Date").

1. **Scope of the Contract.** The Contract sets forth the terms and conditions for the following work: Right of Way Maintenance; Including Roadside Mowing, Edging, Sweeping and Litter Removal for the Bay/Calhoun Project as defined in Attachments.
2. **Background.** This work includes the roadside mowing, edging, sweeping and litter removal to be performed from January 01, 2022 through June 30, 2022.
3. **Documents.** The Contract consists of the following documents:
  - a. Master Contract
  - b. Attachment A: General Contract Terms and Conditions Level I
  - c. Attachment B: Scope of Work, including Special Provisions
  - d. Attachment C: Contractor's Request for Proposal Response and Quotation
  - e. Attachment D: Deliverables, Milestones and Payment Schedule
  - f. Attachment E: Change Order Form

These parts will be read as one document, the contents of which, in the event and to the extent of conflict between the parts, will be given precedence in the order above, except that Attachment B shall have precedence over Attachment A.

4. **Term of Contract.** This Contract shall continue in effect until June 30, 2022, unless terminated or extended in accordance with the provisions of this Contract. Ferrovial may, at its option, extend this Contract for additional terms, each equal in length to the original term.
5. **Notice.** Any correspondence or notice given by either party to the other is served, if delivered in person or if deposited in the mail, properly stamped, and addressed as shown below. Notices may be addressed as follows:

<b>If to Contractor:</b>	<b>If to Ferrovial:</b>
City of Panama City Beach	Benny Jacobs
116 S. Arnold Road	11943 NW SR 20
Panama City Beach, FL 32413	Bristol, FL 32321
Attn: Kelly P. Jenkins	<a href="mailto:benny.jacobs@ferrovialservices.com">benny.jacobs@ferrovialservices.com</a>
<a href="mailto:kelly.jenkins@pcbfl.gov">kelly.jenkins@pcbfl.gov</a>	
<b>With Copy to:</b>	<b>With Copy to:</b>
	Natalie Canavan
	<a href="mailto:natalie.canavan@ferrovialservices.com">natalie.canavan@ferrovialservices.com</a>

6. **Entire Agreement.** This Contract and the Attachments hereto, shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Contract and supersedes any and all previous agreements between the parties, whether written or oral, with respect to its subject matter. All negotiations, representations, warranties and agreements made between the parties are merged herein; and the making, execution, and delivery of this Contract by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Contract unless expressly provided in this Contract. No term or provision of this Contract may be varied or modified by any prior or subsequent statement, conduct, or act of either of the parties, provided that hereafter the parties hereto may amend this Contract by written instrument specifically referring to, and executed in the same manner as, this Contract.
  
7. **Authority.** This Contract shall be binding on and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise provided for herein. A corporate officer signing this document on behalf of the Contractor warrants that he/she has full authority to sign this document.

In witness whereof, the parties have caused this Master Contract to be signed effective as of the Effective Date above.

**CONTRACTOR:**

CITY OF PANAMA CITY BEACH

Drew Whitman  
 PRINT NAME

City Manager  
 TITLE

Drew Whitman 4-15-22  
 SIGNATURE/DATE

FERROVIAL SERVICES INFRASTRUCTURE, INC.

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 SIGNATURE/DATE

**ATTACHMENT A**

**GENERAL CONTRACT TERMS AND CONDITIONS**

**LEVEL I**

**A. PERFORMANCE OF WORK**

1. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor with respect to the work supplied by Contractor for Ferrovial, and neither Contractor nor anyone used or employed by Contractor shall be deemed for any purpose to be an agent or employee of Ferrovial. Ferrovial shall have no direction or control over of Contractor or its employees except in the results to be obtained from the work. Contractor shall be solely responsible for the withholding or payment of all Federal, State and local Personal Income Taxes, Social Security, Unemployment and Sickness Disability Insurance and other payroll taxes with respect to its employees, including contributions from them when as and required by law.
2. **BACKGROUND:** This work includes right of way maintenance including roadside mowing, edging, sweeping and litter removal for the Bay/Calhoun Project as defined in attachments to be performed from January 01, 2022 through June 30, 2022.
3. **STANDARD OF CARE:** The Contractor shall perform the work or provide the goods and/or services specified in this Contract in accordance with all generally accepted industry standards and practices, in a workmanlike manner and in full compliance with all terms and conditions of this Contract. Contractor represents that Contractor has fully read and understands all Requests for Proposal documents, tender contracts, addendums and clarifications and is able to fully comply with such requirements and scope of work.
4. **DEFINITIONS:**  
**FLORIDA DEPARTMENT OF TRANSPORTATION** is hereinafter referred to as FDOT or DOT.
5. **WORK PROGRESS:** Contractor agrees to perform the work identified in the Scope of Work, Attachment B, as provided for in Contractor's Request for Proposal Response and Quotation, Attachment C. Contractor agrees to meet the deliverables and deadlines as defined in Attachment D to this Contract. In the event work is not completed and fully accepted by the due date, liquidated damages as further defined in this Contract shall apply. The Contractor shall perform work in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress.
6. **EXAMINATION OF WORK SITE AND CONTRACT DOCUMENTS:** It is the Contractor's responsibility to examine the site of the work and all documents comprising the Contract before submitting a bid. The submission of a bid and execution of this Contract will be considered evidence that the Contractor has inspected and is aware of all conditions which could affect the work, understands the meaning and intent of the contract documents, and has included appropriate amounts in its bid to cover the cost of the

prescribed work. All manuals, specifications, standards and related written materials referenced in this contract are available for review and copying at Ferrovia's offices.

7. **LABOR, MATERIALS AND EQUIPMENT:** The Contractor shall furnish all labor, materials, equipment, machinery, supplies, equipment, tools, appliances, transportation, fuel, power/energy, supervision, traffic barriers, traffic control (including law enforcement support) incidentals, and any other items or incidentals as required to start-up and complete full performance of the Scope of Work. Contractor is responsible for all mobilizations and demobilizations required for the project.
8. **COORDINATION OF WORK:** The Contractor shall, at no extra cost to Ferrovia, coordinate work activities with any others which may be underway in the vicinity of the work site(s). The Contractor may, for the purpose of coordination, request a meeting with any other party responsible for such activities. The Contractor shall attend any and all meetings when requested to do so by Ferrovia. Contractor shall be required to participate in meetings between Ferrovia and FDOT concerning matters pertaining to Contractor, its work or the coordination of its work with other contractors, provided that all direction to such Contractor shall be provided by Ferrovia, and provided further that nothing in this Section shall limit authority of FDOT to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property.
9. **WORK SCHEDULE:** Work shall be performed as designated in Scope of Work, unless otherwise approved by the Ferrovia Project Manager. The Contractor shall schedule work to minimize inconvenience to the users of the highway. No work shall be performed when the visibility is less than 1500 feet without the written approval of Ferrovia.
10. **TIME ADJUSTMENTS:** An extension of the Contract or Work Order time may be allowed when a major item of work is delayed for reasons beyond the control of the Contractor. The Contractor is not entitled to additional compensation as a result of such an extension. Extensions will not be granted for foreseeable delays or delays caused by the Contractor.
11. **CONTRACTOR'S PERSONNEL:** The Contractor shall at all times have on the work site, as his/her agent, a competent English-speaking Project Manager and Superintendent capable of thoroughly interpreting the Contract documents and experienced in the type of work being performed. The Project Manager or the Superintendent shall have full authority to perform the work, execute the orders or directions of Ferrovia and to supply promptly any materials, tools, equipment, labor, incidentals, etc. which may be required to perform the work.
12. **CONTRACTOR'S EQUIPMENT:** The Contractor shall have available and in good working order, prior to the start of work under this Contract, all necessary equipment for this work which shall be of sufficient size, type and quantity as selected and supplied, at the sole discretion of the Contractor, to complete the work.

The Contractor's trucks and/or other road-going equipment shall have the company's name prominently and legibly displayed on the truck or equipment.

The Contractor may park equipment within 30 feet of the right-of-way line and the Contractor may park equipment on the right-of-way overnight as close to the right-of-way line as possible with prior approval of the Ferrovia Project Manager. Contractor's equipment shall not be parked overnight in the median regardless of the width of the median. The Ferrovia Project Manager shall approve all staging areas on the right-of-way. Contractors choosing to park equipment on right-of-way do so at their sole risk. Neither DOT nor Ferrovia shall be liable for any loss, including but not limited to damage, theft, vandalism, etc.

**13. WAIVER OF CONTRACT TERMS AND CONDITIONS:** Any waiver, or non-enforcement of any contract terms and conditions by Ferrovial shall not constitute approval or be considered as a precedent for the future waiver of the same contract terms and conditions. A waiver of any contract terms and conditions shall not render any other portion of the Contract to be unenforceable by Ferrovial.

**14. DEPARTMENT STANDARDS:** Unless otherwise approved by the Ferrovial Project Manager, work performed and material used under this Contract shall conform to the latest version of all FDOT manuals. Standards, specifications, statewide special specifications, policies, procedures and their addenda, as they may be amended, supplemented or updated. These include, but are not limited to the following:

- A. Standards and Specifications including all supplemental specifications and special provisions in the specifications workbook.
- B. Standard Specification for Road and Bridge Construction (in last edition)
- C. Design Manual
- D. MUTCD
- E. Standard Maintenance Special Provisions
- F. Maintenance Activity Standards
- G. Workbook of Implemented Modifications in the Standard Specifications
- H. Qualified Products List
- I. The attached Special Provisions
- J. Design Standards for Design, Construction, Maintenance and Utility Operations.

**B. CONTROL OF WORK**

**1. EXECUTION OF CONTRACT:** Contractor shall execute and return the necessary Contract documents within five (5) calendar days of award. No bid award will be considered binding upon Ferrovial until the execution of the Contract by Ferrovial.

Failure of the Contractor to execute and/or provide all required documents within the time limits specified may result in award to another Contractor.

**2. AUTHORITY OF THE PROJECT MANAGER:** The administration of this project for Ferrovial shall be through its Project Manager ("Ferrovial Project Manager"), who may act either directly or through duly authorized representatives. The Ferrovial Project Manager will inspect and evaluate the work of the Contractor for general conformity to the Contract. All work shall be done to the satisfaction of the Ferrovial Project Manager

The Ferrovial Project Manager will decide all questions which may arise as to 1) the quality and acceptability of work performed; 2) the rate of progress of the work; 3) the interpretation of the Contract; and 4) the acceptable fulfillment of the Contract on the part of the Contractor. The Ferrovial Project Manager shall have the authority to alter work priorities in order to address special needs of Ferrovial or to enforce and make effective such decisions and orders as deemed necessary if the Contractor fails to diligently carry out the work in accordance with these Contract documents.

Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be



determined during these inspections. Areas that are determined to be unacceptable shall be re-worked by the Contractor at no additional cost to Ferrovial. The Ferrovial Project Manager will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

During the performance of the work, the Ferrovial Project Manager may have the right, but not the obligation to suspend the work, wholly or in part, due to failure of the Contractor to 1) correct conditions unsafe for the workers, or the general public 2) for failure to carry out provisions of this Contract 3) failure of the Contractor to suspend operations due to unsuitable weather 4) and other conditions or reasons deemed to be in the public's interest. Suspension of work under this provision shall not be grounds for additional compensation to the Contractor.

Ferrovial reserves the right to perform any type of highway maintenance within the limits of the work, including concurrent work by Ferrovial or other Ferrovial Contractors. Concurrent work may include the type of work noted in these Contract documents.

3. **COMMENCEMENT OF WORK:** The Ferrovial Project Manager will issue a Work Order notifying the Contractor to proceed with the work. The Contractor shall begin work no later than five (5) business days after the issue date of the initial Work Order or as otherwise specified in Attachment D. The Contractor shall begin work no later than five (5) business days after the issue date of subsequent Work Orders, or as otherwise specified in Attachment D.

If the Contractor begins work prior to the limits noted above, Work Order completion time will begin to accrue when the Contractor begins work.

The Ferrovial Project Manager will schedule a Pre-Work conference to review the work to be done and the requirements of the Contract prior to issuing the initial Work Order. At the pre-work or earlier, the Contractor shall submit to the Ferrovial Project Manager for review two (2) copies of the Contractor's proposed work plan and methods for performing the required work including a listing of equipment and anticipated personnel.

4. **REPORTING:** Contractor shall provide progress reports to Ferrovial appropriate for the type of work Contractor is performing sufficiently to enable Ferrovial to provide reports it is required to furnish. The format and frequency of reports will be agreed upon between Contractor's Project Manager and the Ferrovial Project Manager.
5. **CHANGE ORDERS:** Changes to the work as defined in the Scope of Work will be documented and approved by the following process. Contractor shall prepare a Change Order Form, Attachment E, and submit to the Ferrovial Project Manager for review. If approved, the Ferrovial Project Manager will route internally as required for financial and procurement approvals. The executed Change Order Form will be provided to the Contractor for authorization to proceed. Any resulting changes to the lump sum amount shall be reflected in an Amendment to the Contract. No changes shall commence without a fully executed Change Order. Ferrovial will not be liable for any costs incurred by Contractor due to unauthorized changes.
6. **LIQUIDATED DAMAGES:** Liquidated damages of \$250/Calendar Day (subject to adjustment, see the Special Provisions) may be charged against the Contractor for each calendar day beyond that provided in the Work Order, in which the work remains incomplete. These charges are not a penalty, but both parties agree, fairly represent the cost of administration, engineering, supervision, inspection, and other Ferrovial expenses related to the Contract.

If the Contractor fails to meet the performance standards identified in the Contract, in addition to the liquidated damages, the Contractor will be responsible for any penalties imposed by DOT on Ferrovial

resulting from these failures. In addition, Ferrovial may take steps to have the work corrected. Once the Contractor is notified that Ferrovial is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Ferrovial Project Manager. The costs associated with these measures will be at the Contractor's sole cost and expense and will be deducted from any monies due the Contractor, if any, or repaid to Ferrovial, by the Contractor, within 20 days.

7. **WORK ACCEPTANCE:** Upon completion of the assigned work, the Contractor will notify the Ferrovial Project Manager or his or her designee that the work is complete and the work quantities and quality were accomplished in accordance with the Contract Work Order. The Work Order will be reviewed and signed by both the Contractor and Ferrovial on the day the work is completed. All completed work will be reviewed to verify quality and quantity, prior to accepting the Contractor's work and signing the Work Order. The Contractor will submit a copy of the signed Work Order with its invoice for payment. The Contractor shall execute the Contract "Close-out and Release Form", as part of final payment procedure, or annual renewal.

The Contractor agrees that Ferrovial's inspection, review, acceptance, approval, or payment for the Contractor's work shall not relieve the Contractor of the Contractor's (or subcontractor's of any tier) sole responsibility for the work, including latent defects in material and/or application, workmanship, use, quality, or Contractor's negligent acts, errors, omissions, or Contractor's improperly performing or improperly failing to perform the work under this contract.

8. **MATERIALS:** All materials shall conform to applicable sections of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Latest edition), as amended and supplemented, unless otherwise specified in the Special Provisions.

Used, reconditioned, or remanufactured supplies shall not be utilized unless otherwise specified or approved in writing by the Ferrovial Project Manager.

Any and all salvageable materials within the limits of each work site shall be utilized in that work site at no additional cost. If not used, the material becomes the property and responsibility of the Contractor.

9. **TRAFFIC CONTROL:** The Contractor is responsible for work site safety and work zone traffic control. The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the life or safety of individuals at the work site or the users of the facility. All traffic control devices shall conform to and be placed in accordance with the requirements of Part VI of the U.S. DOT Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with the, Worksite Traffic Supervisor, Florida Department of Transportation Standard Index 600 series of the Roadway & Traffic Design Standards, latest edition.

Ferrovial will fully enforce all traffic control provisions; no deviations from the manual are expected or will be permitted unless otherwise approved in writing by the Ferrovial Project Manager.

The Contractor shall furnish any traffic control devices, including law enforcement supports when required, and temporary sign panels, necessary to perform this work and shall be responsible for their cost, placement, proper maintenance, and removal.

In addition to mainline signing, proper signs shall be displayed on all affected ramps prior to the start of operations in interchange areas.

For Work Orders requiring maintenance of traffic, the Contractor shall submit to the Ferrovial Project Manager for review, prior to beginning work, two (2) electronic copies of their proposed traffic and safety plan. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic. Submission of the Contractor's safety and traffic plan(s) shall not relieve the Contractor of its sole responsibility and/or liability for injury to persons or



damage to property caused by or attributed to the Contractor.

Any necessary mainline, primary, and/or, service road, lane and/or ramp/interchange/intersection closures must be requested by Contractor and approved by the Ferrovial Project Manager at **least two weeks** prior to the closure.

**C. OTHER REQUIREMENTS**

1. **CONTRACTOR REGISTRATION:** The Contractor must furnish Ferrovial proof of authorization to do business in the State and where required of licensure in any political jurisdictions in which the work is to be performed. Any required profession or trade license shall also be required.
2. **LAW AND VENUE:** The Contractor shall comply with all applicable Federal, State and Local statutes, laws, ordinances, rules and regulations. The venue of any judicial proceeding arising from this Contract shall be Bay County, Florida. Florida law shall apply, without regard to its choice of law rules. The Contractor waives any and all defenses to a change of venue based upon forum non convenienc e or any other procedural theory.
3. **PERMITS, FEES AND NOTIFICATIONS:** The Contractor shall secure and pay fees associated with all permits required to perform the work. The Contractor will properly display, at or near the worksite, all required permits.
4. **PRESERVATION OF PROPERTY:** The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to property shall immediately be restored to the previously existing condition. Ferrovial shall make no payment for such restorative work.

Damage to essential signs (stop, yield, one-way, etc.) shall be reported immediately. Ferrovial will repair essential signs at the Contractor's expense. Should any non-essential sign suffer damage, the Ferrovial Project Manager, or designated representative, shall be notified no later than the end of that workday.

The Contractor may repair or replace damaged non-essential signs; delineators, etc. within 7 days if approved by the Ferrovial Project Manager, or Ferrovial may repair or replace damaged non-essential signs, delineators, etc. at the Contractor's expense. The Contractor shall take care not to damage wildflower plantings, planted trees or shrubs. The Contractor shall replant or replace, at the Contractor's expense any damage to such plantings.

The Contractor shall use suitable precautions to prevent damage to underground and overhead structures and signs, including but not limited to: pipes, conduits, poles, wires, cables, roadway signs, delineators, fence, guardrail, land monuments, etc.

5. **UTILITIES:** The Contractor shall be responsible for the maintenance, protection and continuance of service for any utilities encountered in the performance of their work within the project limits for the duration of the Contract.

The Contractor shall notify SUNSHINE ONE CALL prior to digging within the right of way which could be affected by the work in accordance with the Underground Utility Damage Prevention Act, and all other applicable rules, laws and regulations.

6. **INDEMNITY:** To the extent permitted by applicable law, the Contractor shall indemnify, defend and hold harmless the Florida Department of Transportation (FDOT) and Ferrovial, its agents and employees from and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of this Contract or the obligations hereunder of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim, damage, loss or expenses is caused in part, by a party indemnified hereunder. This section shall not be deemed to constitute a waiver by the

Contractor of any immunities from suit or liability that Contractor may have by operation of law.

7. **INSURANCE REQUIREMENTS:** Without any way limiting contractor's liability under this Contract, the Contractor, prior to execution of the Contract by Ferrovial and at any renewal or replacements on or before the expiry of any such insurance, shall furnish evidence to Ferrovial that the Contractor has in force during the duration of the Contract the types and amounts of insurance noted below. Failure of the Contractor to continuously maintain all required insurance in force for the duration of the Contract shall be grounds for Contract termination. All insurance or re-insurance must be provided by companies authorized to do business in the State of Florida and with an A.M Best "rating" of A.

**GENERAL LIABILITY:** The Contractor shall have Commercial General Liability Insurance, including Contractual and Products Liability. The limits of coverage shall be no less than \$1,000,000. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim.

The policy is also to include the following:

- cross-liability and severability of interest provisions, as may be applicable
- Employer's Liability coverage.

"Claims Made" insurance policies shall not be permitted

**WORKER'S COMPENSATION:** The Contractor shall have Worker's Compensation and Employers Liability Insurance in accordance with the laws of the State of Florida in amounts and limits required under State law, sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor's employees as required by Statute. The Contractor shall ensure that the employees (including temporary labor employees from outside agencies) of all sub-contractors of any tier are covered by Worker's Compensation Insurance, in accordance with the Laws of the State of Florida.

**VEHICLE LIABILITY:** The Contractor shall have vehicle liability insurance with limits of coverage shall be no less than \$500,000 Combined Single Limit. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim. The Contractor shall ensure its vehicles are properly registered in Florida, if applicable.

All policies shall contain (i) a waiver of subrogation clause against Ferrovial and DOT, (ii) 30 days written notice in advance of any cancellation, change, or amendment restricting coverage, and (iii) shall be primary and non-contributory.

The types and amounts of insurance required herein shall in no way limit Contractor's indemnity obligations as stated elsewhere in this Contract. If the Contractor does not comply with the insurance requirements in this section, Ferrovial may, in addition to all other rights and remedies it may have, assess liquidated damages in the amount of \$5,000 per violation per month, until such failure is cured.

8. **SAFETY AND HEALTH STANDARDS:** The Contractor shall have in effect a formal, documented safety program which meets or exceeds the Federal Occupational Safety and Health Act (OSHA) regulations and/or Florida State specifications, whichever is more restrictive. Prior to commencement of the work, and upon request of Ferrovial, the Contractor shall provide Ferrovial with a copy of such plan, which must be acceptable to Ferrovial.

Each vehicle involved in the operations (including those vehicles used for supervision) shall be equipped with a rotating or high intensity amber strobe light, visible from all directions. These lights shall be used

only when required in the course of the work and shall not be used when traveling to and from the job site.

The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the health, life or safety of individuals at the work site or the users of the highway facility. The Contractor shall also comply with applicable sections of OSHA regulations and Department of Transportation Accident Prevention Procedures Handbook (latest edition). In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

While working on Ferrovia projects, the Contractor's employees and Subcontractor's employees of any tier, including supervisory employees, shall wear, as a minimum, American National Standards Institute (ANSI) Z 89.1 approved hard hats, approved reflective vests or equivalent high visibility (and reflective if working after dark) clothing, and if appropriate, ANSI Z 41.1991 approved footwear. Contractor shall also use any other appropriate personal protective equipment which may be required for specific tasks.

**Ferrovia Mandatory Safety Rules (MSR's) are as follows:**

- Always verify and tag or lock all energy isolations
- Never remove another person's Danger Tag or Personal Lock without written authorization
- Always operate equipment and machinery within defined limits
- Never begin a skilled task or operate equipment and machinery unless qualified
- Always obtain authorization before entering a confined space
- Always protect against falling where you can fall more than 6 feet/ 2 meters
- Never work or travel under a suspended load
- Always wear seatbelts when a vehicle is in motion
- Never consume or be under the influence of alcohol or illicit drugs while at work
- Always wear proper safety gear
- Always safety plan the work

The MSR's are a requirement of this Contract and Contractor agrees that it, its employees, agents, and subcontractors will abide by each of these MSR's. Contractor agrees that these MSR's will be included and made part of each and every subcontract for work performed under this Contract. Contractor further agrees that any breach of the MSR's, subject to the findings of an investigation by Ferrovia, may result in a default and termination by Ferrovia of this Contract, at the sole discretion of Ferrovia. Contractor agrees to cooperate with and participate in Ferrovia's investigation of any breach or alleged breach of these MSR's and to promptly report any breach or alleged breach of these MSR's to Ferrovia Project/Contract Manager. Any questions regarding these MSR's should be directed to the Ferrovia Project/Contract Manager.

**9. ENVIRONMENTAL, EROSION AND SEDIMENT CONTROL REGULATIONS:** The Contractor shall be aware of and conform to all Federal, State and Local statutes, laws, rules, regulations and requirements concerning environmental permits and erosion and sediment plans and the proper construction of same. The Contractor shall be especially aware of the following requirements:

- A. Discharges of any kind into waters, wetlands, or floodplains are not permitted, unless those discharges are properly permitted or certified to meet water quality standards.
- B. Discharges of lead based paint into the atmosphere or onto the ground are not permitted. A waste removal system certified by an Industrial Hygienist shall be utilized. This is required in the *Environmental Protection and Disposal of Material* payment items if included in the Special Provisions.

- C. Silt fencing shall be erected as required around all areas prior to where the land will be disturbed.
- D. Check dams, sediment basins, and/or hay bale filters as required are to be utilized to prevent silt and sediment from leaving the work area.
- E. Disturbed areas shall be restored as soon as possible.
- F. Containment or collection systems are required, when performing any concrete work over water.
- G. Additional actions may be necessary depending on the extent of work, weather and local conditions.
- H. Proper manifests and/or receipts from certified landfills shall be submitted for all waste materials removed from the site.
- I. 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 Ferrovia shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; vapors; asbestos; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

If the need for any remediation of the work site becomes apparent while the contract work is underway and such work items are not specifically included in the Special Provisions, the Contractor shall immediately notify Ferrovia. Ferrovia may solicit a price, and if accepted, issue a Supplemental Agreement prior to commencement of needed remediation work.

- 9. **ASSIGNMENT:** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, in whole or in part, or of any right, title or interest therein without the express written authorization from Ferrovia.
- 10. **KEY PERSONNEL:** The Contractor shall provide a list of Key Personnel who will oversee performance of the work, including but not limited to a Project Manager, Superintendent, Supervisors, and Safety Manager. The Key Personnel list shall contain phone numbers, fax numbers, cell phone numbers and pager numbers. This list may also be provided to DOT, as appropriate.
- 11. **WARRANTY:**
  - A. With respect to goods furnished, including fabricated goods, under the Contract, Contractor warrants that the goods will: (i) strictly conform to the drawings, specifications, and sample (if any), and other requirements provided by Ferrovia to Contractor; (ii) conform with all applicable laws, ordinances, codes and regulations; (iii) be free from defects in materials, performance, operation, and workmanship for a period of one year after delivery and installation of the goods.
  - B. With respect to services provided under this Contract, Contractor warrants and agrees that: (i) Contractor's work will meet all specifications and drawings agreed upon by Ferrovia; (ii) the work will be performed in a good and workmanlike manner, using sound principles and practices in accordance with generally recognized professional standards of skill, care, diligence and good engineering practice within the area called for under the applicable work; (iii) the work will be performed with diligence until the work is completed; (iv); Contractor possesses all necessary expertise to perform

the work in compliance with all applicable standards and other requirements, whether express or implied by law; (v) the work will be performed in accordance with this Contract and all applicable laws, statues, ordinances, regulations, rules, standards (government and industry), and codes (government and industry); and (vi) the work will be free from defects for a period of one year after performance.

- C. Upon notice by Ferrovia of a warranty claim, Contractor will promptly repair, replace or resupply the work in question (including removal, re-fabrication, reinstallation, access, shipping, labor costs, etc.) at no cost to Ferrovia. If Contractor fails after reasonable notice to proceed promptly and complete the repair, replacement or resupply of the defective work, Ferrovia may repair, resupply or replace the work and charge all related costs to Contractor without voiding the warranties herein, and without Ferrovia waiving any other rights or remedies it may have under this Contract. Such costs will be payable by Contractor to Ferrovia on demand.

**13. COMMUNICATION WITH FDOT:** Neither the Contractor nor any of its subcontractors or representatives may communicate directly with DOT or any of its employees, agents or representatives regarding the work, without the prior written approval of Ferrovia. All contact, communication and dealings with DOT and its employees, agents or representatives by the Contractor regarding the work shall be solely through Ferrovia or its designated representative. The Contractor will utilize its best efforts to refer inadvertent inquiries from DOT to Ferrovia.

**14. TERMINATION OR SUSPENSION:** Ferrovia reserves the right to terminate or suspend the Contract, in whole or in part, because of unsatisfactory work, work progress, non-responsiveness, unsafe conditions, failure to comply with Contract provisions, for convenience of Ferrovia, due to a force majeure event, or FDOT default. In any such termination event, Contractor agrees to hold harmless Ferrovia and FDOT from any liability for Contractor's indirect or consequential loss, lost profits and/or business opportunity.

If Ferrovia terminates the Contract should the Contractor fail to perform, Ferrovia may award the work to another subcontractor without notice. Ferrovia's use of other subcontractors to complete the contracted work may, at Ferrovia's option, result in Ferrovia back-charging the Contractor for the excess costs.

**15. CONTRACTOR LIENS:** All liens, claims, and charges against Ferrovia shall not attach to any interest of DOT's Transportation Facilities.

**16. ANTI-DISCRIMINATION CLAUSE:** The Contractor shall (1) comply with all federal and state statutes, local laws, rules, regulations and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, gender, national origin, age, disability or other protected categories in the performance of work under this Contract; and (2) shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials.

**17. MINIMUM WAGE:** The Contractor shall affirm that all its employees, contract labor and subcontractor employees of any tier will be paid not less than the State/Federal Minimum Wage set forth in 29 CFR paragraph 206; and/or if applicable the current Davis-Bacon Act or Service Contract Act Wages (and benefits).

**18. NOTIFICATION OF CRIME CONVICTION:** The Contractor shall notify Ferrovia within thirty (30) days after conviction of a violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract ("Contract Crime") applicable to any of its officers, directors, executives, shareholders active in management, employees or agents of its affiliates as further provided for in Section 287.117 F.S.



**19. COMPLIANCE WITH LAWS:**

- A. The Contractor agrees that it shall make no statements, press or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying the Ferrovial Project Manager and receiving written consent. The Contractor also agrees that it shall not publish, copyright or patent any of the ideas, or data developed under this Contract, it being understood that such ideas, data or information is a "work for hire" and the property of the FDOT and/or Ferrovial.
- B. The Contractor agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to work performed under this Contract. The Contractor further covenants and agrees that if the Contractor employs a former state employee, the Contractor shall require that strict adherence by the former state employee to Florida Statutes, is a condition of employment for said former state employee. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Contract.
- C. Ferrovial shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

**20. CONTRACTOR STANDING:** Contractor must declare in writing, if Contractor, a sub-consultant, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of federal funds:

- A. Is currently under suspicion, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
- B. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
- C. Does have a proposed debarment pending; or has been indicted, convicted or had a civil judgment rendered against it, or them by a court of competent jurisdiction in any matter involving fraud, or official misconduct in the past three years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining offer or responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**21. PROFESSIONAL ETHICS:** Any person who is employed by Contractor and is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state licensing laws or rules shall submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the state licensing law applicable to that licensee. The complaint shall be confidential. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455, F.S. and applicable state law.

**22. PUBLIC ACCESS TO DOCUMENTS:** The Contractor shall allow public access to all documents, papers letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and any objection



made or received by the Contractor to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement. However, upon receipt of any public records request, the Contractor shall immediately notify the Ferrovial Project Manager and secure prior written consent before releasing such records.

**23. DEPARTMENT SUCCESSION:** This contract is fully assignable to DOT, including the benefit of all Contractor warranties, indemnities, guarantees, and professional responsibilities. Should this contract be assigned to DOT then the Contractor agrees that:

- A. It will maintain usual and customary books and records for the type and scope of operations of business in which it is engaged (e.g., constructor, service provider).
- B. It will permit audit by Ferrovial and provide progress reports to Ferrovial appropriate for the type of subcontract it is performing sufficient to enable Ferrovial to provide the reports it is required to furnish DOT.
- C. It will allow DOT to assume the benefit of Ferrovial's subcontract rights and the work performed thereunder with liability only for those remaining obligations accruing after the date of assumption.

**24. CONFIDENTIALITY:** In connection with the work provided under this Contract, one party may disclose ("Disclosing Party") to the other party ("Receiving Party"), either orally, in writing, or by inspection, certain information related to Disclosing Party's business, operations, or future business that is either non-public, confidential, proprietary in nature and which could facilitate the work ("Confidential Information"). The parties agree as follows:

- A. The disclosure of any Confidential Information has been and will be solely for performing the work. The Receiving Party agrees that it will keep the Confidential Information confidential and will not, without the prior written consent of the Disclosing Party, disclose the Information to any other third party. Neither the Receiving Party nor any of its Representatives (defined herein) will use the Confidential Information for any purpose other than in performance of the work, except that the Receiving Party may disclosure Confidential Information solely to its employees, directors, officers, attorneys, accountants and financial advisors ("Representatives") as are necessary to perform the work, and only provided that such Representatives are informed of the and agree to abide by the terms of this Contract. The Receiving Party will be responsible for any violations of this Contract by their Representatives and shall use its best efforts to restrain their Representatives from unauthorized use or disclosure of the Confidential Information. Confidential Information shall not apply to information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in breach of this Contract; or (ii) is or becomes available to the Receiving Party on a non-confidential basis from another source not bound by duty of nondisclosure to Disclosing Party with respect to such information.
- B. All Confidential Information furnished by Disclosing Party shall remain the property of the Disclosing Party. Following completion of the work, or at any time upon request, the Receiving Party will either destroy or return the Confidential Information and all portions or copies, notations, extracts and summaries or analyses thereof, whether they include or are based on the Confidential Information; provided that the Receiving Party may retain its own documents to evidence compliance with policies and due diligence. The Receiving Party shall, at the Disclosing Party's request, certify in writing that it has complied with such request.
- C. Notwithstanding the provisions of this Section, in the event the Receiving Party or its Representatives becomes compelled by applicable law, or any applicable government or regulatory body to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof and the Disclosing Party may seek a protective order or other appropriate

remedy or waive compliance with the provisions of this Contract. In the event such protective order is not obtained, or the Disclosing party waives compliance with the provisions of this Contract, the Receiving Party will provide only that portion of the Confidential Information which is legally required and will cooperate to obtain confidential treatment for such Confidential Information disclosed.

- 25. RECORDS RETENTION AND AUDIT:** Contractor shall maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all costs and performance of work under this Contract, including financial records, personnel records, policies, training records, drug test results, change order files, etc., related to the performance of work and to Contractor's compliance with the terms and conditions of this Contract. Such records shall be maintained for a period of five (5) years after the expiration or termination of this Contract. All such records shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by Ferrovial or FDOT. Delivery of and access to such documents shall be at no cost to Ferrovial. Contractor shall be responsible for any audit exceptions or disallowed costs.

**D. COMPENSATION AND PAYMENT**

- 1. CONTRACT AMOUNT:** The Contract Amount is defined as the summation of the products of the estimated quantities or the lump sum identified in Attachment C to this Contract. Unless otherwise specified in this Contract, no other costs or reimbursable amounts are allowed.
- 2. INVOICES:** Invoices for work performed in accordance with the Contract shall be submitted to: [Tiinvoices@ferrovialservices.com](mailto:Tiinvoices@ferrovialservices.com) with a copy to [natalie.canavan@ferrovialservices.com](mailto:natalie.canavan@ferrovialservices.com). Invoices will contain the following information: Ferrovial Purchase Order number, Contract Name and Effective Date, Project Number (if applicable), Product Name, Item #, Quantity and Price (if applicable), Hours Worked by Contractor employees, Rate/Hour, specific Milestone Achievement, % Completion and payment amount pursuant to Attachment D. Equipment, freight, materials, third party items, taxes (if applicable) and any other charges as allowed in this Contract shall be identified as separate line items on each invoice.

The Contractor's invoices must be accompanied by supporting documentation and shall contain sufficient detail for post-audit and match the final approved Work Order, including Hours worked by each Contractor employee, Miles Driven by each Contractor employee per Day, evidence of compliance with health and safety standards, and any other information reasonably requested by Ferrovial. Failure to attach such supporting documentation will result in non-payment. Upon submittal of the final invoice, Contractor represents that the work under the Scope of Work is clear of all claims, liens, encumbrances, and security interests. Ferrovial owns and holds title to all work, whether materials are in process or finalized.

- 3. CONTRACTOR PAYMENT AND WORK CERTIFICATION:** The Contractor shall submit certification that all labor, materials vendors, public utility or other services, suppliers, subcontractors, and equipment rental vendors involved in the work invoiced have been or will be promptly paid their proportional share of the invoice; that all work has been completed in compliance with this contract and all applicable industry standards including these specifications. The Contractor is required to report monthly with its invoicing - on forms provided by Ferrovial - if it is a DBE/MBE/WBE/HUB zone, its minority status, the actual payments received, less retainage and the work type etc.; including the DBE/MBE/WBE/HUB zone status of its, subcontractors, suppliers and material, as applicable. The Contractor's invoice will not be processed for payment until this certification and the signed Work Order is received.
- 4. PAYMENT:** Payment will be made pursuant to the requirements and schedule in Attachment D. Payment shall be considered full compensation for providing any and all labor, supervision, equipment, materials, supplies, erosion control, traffic control, incidentals, etc. necessary to perform the work. Payment terms

for all Contractor invoices shall be net due forty-five (45) days after receipt of a correct invoice. No work shall be performed without prior approval from the Ferrovial Project Manager.

Invoices shall be submitted to Ferrovial in a timely manner for work completed. Ferrovial is not obligated to pay any invoice, nor is Ferrovial obligated under any legal or equitable theory to pay for work reflected in an invoice, that is not received by Ferrovial within ninety (90) days after completion of the work. Notwithstanding anything else to the contrary in this Contract, and without prejudice to any other right it may have, Ferrovial reserves the right at any time to set-off any amounts it owes to Contractor under this Contract against any amount payable by Contractor to Ferrovial.

Ferrovial may require Contractor to provide reasonable and appropriate conditional or unconditional lien waivers (as applicable) or other proof of payment to any and all Contractor agents and subcontractors as a condition to payment of any invoices.

No payment will be made for unsatisfactory work, extra work not approved in writing through a Change Order or work not performed. Payment may be withheld for failure to comply with terms of the Contract, for damages or delays caused by the Contractor, or for work identified in claims filed with Ferrovial by subcontractors/members of the public, etc. against the Contractor.

**E. MISCELLANEOUS**

1. **SURVIVING CLAUSES:** The provisions of this Contract related to Warranty, Indemnity, Audit, and Confidentiality will survive its termination.
2. **AMENDMENT:** Any purported amendment to this Contract without prior written consent of Ferrovial and FDOT shall be null and void.

## ATTACHMENT B

### SCOPE OF WORK

Right of Way Maintenance and Roadside Mowing in areas defined below. This work will be done in accordance with Ferrovial current contract requirements with FDOT, along with all applicable Standards to include A Guide for Roadside Vegetation Management, FDOT Standard Specifications for Road and Bridge Construction, Special Provisions, and the Standard Index.

The scope includes the following roadways within the City limits of Panama City Beach:

- SECTION 46160000/SITE 1: SR 30A-From Deluna P1 east to Clara Ave.
  - SECTION 46160000/SITE 2: SR 30A-From Clara Ave. east to Moylan Rd.
  - SECTION 46010000/SITE 3: SR 30-From SR 392 to Lullwater Dr.
  - SECTION 46090000/SITE 4: SR 79-From SR 30A north to Panama City Beach City Limits
  - SECTION 46010002/SITE 5: SR 392-From SR 30 (US98) east to SR 30 (US 98)
  - SECTION 46090000/SITE 6: SR 79-From MP 0.991 to MP 4.316
- Cleanup Cycles, "which means full Right-of-Way cut," in Summer (June or July) and Late Fall (November or December)
  - Where modifications to mowing widths occur; intersecting side roads, pedestrian facilities, driveways, mailboxes, signs, guardrails and structures are to be maintained for sight distance and per FDOT MRP mowing requirements, even when they fall outside of the reduced mowing width.

All other State maintained Right-of-Ways to be mowed per FDOT MRP requirements.

### SPECIAL PROVISIONS

#### Roadside Mowing

##### 1.0 GENERAL

- 1.1 This work shall consist of roadside mowing on right-of-way including all ramps and gore areas (as required) of the roadways managed by Ferrovial Services and referenced herein. The contractor will be expected to give special attention to mowing gore areas, infield areas, curves, and intersections in a manner to assure safe sight distances.
- 1.2 The Time Frames are as follows:
  - 1.2.1 The Contractor will be advised by Project Manager to begin operations. The Contractor shall begin work within 5 calendar days of notification or as directed by the Project Manager.
  - 1.2.2 The Contractor will complete operations within 30 calendar days from the start of work. Additional time adjustments will only be considered when operations are delayed by unusual weather conditions. Time adjustments if required, will be considered and granted at the sole discretion of the Project Manager.

- 1.3 Liquidated Damages in the amount of \$250 / calendar day will apply to the above contract scheduled completion date. This dollar figure represents Ferrovia's extended overhead and inspection costs to administer the job.
- 1.4 Upon notification that any part of the Contractor's operation does not meet the requirements set forth in these Special Provisions, the Contractor shall take immediate steps to correct the deficiency. If the Contractor does not take immediate steps to correct the deficiency or does not correct the deficiency in the time frame agreed to with the Ferrovia Project Manager, the Contractor will receive a written non-compliance notice.
  - 1.4.1 The Contractor will be charged a \$250 non-compliance penalty for each written non-compliance form issued to the Contractor. Three non-compliance penalties for any violation shall constitute non-performance and may be grounds for termination of the Contract.

1.5 **CONTRACTOR PERFORMANCE – NON PERFORMANCE:**

In addition to the provisions in Attachment A, if the Contractor fails to meet the performance standards identified in these Special Provisions, the Contractor will be responsible for any penalties imposed by DOT on Ferrovia resulting from these failures. In addition, Ferrovia may take steps to have the work corrected. Once the Contractor is notified that Ferrovia is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Project Manager. The costs associated with these measures will be deducted from any monies due the Contractor.

1.6 **Primary / Secondary Response Contractor**

The Contractor is solely responsible for the Primary Work Contract as Bid and awarded by Ferrovia. This is indicated in the Contract Bid Price Proposal Sheet. The Contract amount awarded to the Contractor, includes all work estimated for the Primary Contract and the work estimated for the Contingent, Secondary Response Contract.

(a) All work performed will be paid for at the Quantity's completed and at the Unit Price Bid. There is no guarantee on the number of cycles or work contained therein. Quantities can increase, decrease or be omitted at the sole discretion of Ferrovia.

(b) The Secondary Response Contract is a CONTINGENT contract, and will only be activated or utilized, as, if and when the Primary Contractor should be unable, unwilling, or has otherwise been terminated either for cause or convenience

2.0 **LOCATION**

- 2.1 This work shall consist of roadside mowing along roadways managed by Ferrovia. The acreage quantities noted on the Bid Sheets are for one (1) cycle. The acreage quantity may be increased or decreased or reduced to nothing at the discretion of the Project Manager. This work is broken into roadway sections.
- 2.2 This work is broken into sections by roadway sections. The Contractor may bid on any or all of these sections on the Bid Price Proposal Sheet. Ferrovia reserves the right to award the contract to the overall low bidder or to award separate contracts for each county or any combination thereof.

3.0 **MATERIALS**

- 3.1 N/A

#### 4.0 EQUIPMENT AND PERSONNEL

- 4.1 Rotary mowers must be shielded around their entire perimeter. Chain guards must be installed at the front and rear. Sides must be covered by floating or adjustable skids.
- 4.2 Tractor must have amber flashing warning light mounted on the roll over structure.
- 4.3 Approved warning flags must be mounted on each wing of the mower deck.
- 4.4 Approved 9 in antenna type flag must be installed on one side of the tractor when operating on an interstate system.
- 4.5 All equipment shall be outfitted with a slow-moving vehicle sign located on the rear of the equipment.

#### 5.0 OPERATIONS

- 5.1 As stated in Attachment A, all work and all work operations shall be in full and complete compliance with all applicable DOT current Standards and Specifications in effect at the time of the performance of the specific work.
- 5.2 Unless otherwise approved by the Project Manager, the work hours shall be from 7:00 AM to 5:00 PM, Monday through Thursday and 7:00 AM to 12:00 noon on Friday. Work that requires mainline and ramp closure may be done at night. (See Attachment F.)

##### Mowing Operations

- 5.3 Roadside Mowing encompasses the routinely mowed areas of shoulders, front and back of less than 3:1, roadside ditch bottoms, raised median islands, various width utility strips, berms, and similar areas conducive to the use of high production equipment. See Attachment D for defined areas. Consult with Ferrovial Services if there are any questions about mowing area or limits.
- 5.4 Spot mowing for safety will be performed where necessary to maintain adequate sight distances for inside curves, off ramps, on ramps, and private entrances. Spot mowing is generally performed when safety needs arise between scheduled mowing cycles. See Attachment D for defined areas.
- 5.5 Roadside Urban Mowing, see Attachment D for defined areas.
- 5.6 Grass shall be mowed or cut to a uniform height of five (5) inches with a maximum tolerance of one-half (1/2") inch. Corrective measures required of the Contractor, when necessary, will be made within 24 hours to meet this standard. Grass shall be mowed or cut in such a way as to exhibit a uniform appearance without skips or uncut areas where tires have rolled grass down, leaving it uncut. The accumulation or the piling of cuttings will not be permitted.
- 5.7 All mowing operations shall be performed in accordance with the DOT Roadside Vegetation Management Manual.
- 5.8 Care is to be taken not to mow wildflower plantings or planted trees or shrubs or wildlife habitats. The Contractor shall replant or replace, at the Contractor's expense, any damage to such plantings and habitats.

##### Acreage Disputes

- 5.9 If a dispute regarding actual acreage arises, the following method will be used to resolve the dispute: Ferrovial will re-measure acreage for a charge of \$45/hour upon Contractor's written request.
- 5.10 Discrepancies of quantities greater than 5% of original measurements will be paid to the Contractor if greater than original measurements, with no charge for re-measurement. If re-measurement results in quantities less than or equal to 5% of the original measurements, the reduced quantity, if any, will be deducted from the Contractor's payments due along with the \$45/hour charge.



- 5.11 If the Contractor is not satisfied with the above results, any further assertions will not be entertained by Ferrovial unless accompanied by an original survey, signed and sealed or stamped by a Licensed Professional Engineer or Land Surveyor.

6.0 SAFETY

- 6.1 See "Safety and Health Standards" in the Attachment A.
- 6.2 When a school bus is loading or unloading children within approximately 1000 feet of mowing operations, the mowers shall stop all operations until the school bus and children depart.

7.0 TRAFFIC CONTROL

- 7.1 For any operations encroaching on the travel-way traffic control will be required, see index 612 of the Design Standards. All traffic control will be supplied by the Contractor. Lane closure restrictions shall be as outlined in the Attachment F. No time extensions will be granted based on these lane closure restrictions, and the Contractor shall plan work accordingly. Lane closure plans shall be submitted to the Project Manager at least 72 hours prior to the closure.
- 7.1.1 Any mainline closure shall require the use of **truck mounted attenuators** and message boards. If required, Ferrovial will provide uniformed police officers in officially marked vehicles to supplement the traffic control.
- 7.2 Upon notification that any part of the Contractor's traffic control operation does not meet the requirements set forth in this Special Provision and the Manual on Uniform Traffic Control Devices, the Contractor shall take immediate steps to correct the deficiency. Deficiencies include but are not limited to incorrect sign spacing, incorrect taper length, mismatched signs, signs or cones that have fallen down, non-functioning arrow boards or message boards, incorrect placement of the truck mounted attenuator, vehicles and equipment in the work zone without amber rotating or strobe lights, etc. Mowers must have slow moving vehicle placard, chains on mowing decks, flags on each corner of the mowing deck, 9 ft antenna type flag on cab, shielding on driveshafts, etc. If the Contractor does not take immediate steps to correct the deficiency or does not correct the deficiency in the time frame agreed to with the Ferrovial representative, the Contractor will receive a written non-compliance notice.
- 7.2.1 The Contractor will be charged a \$250 non-compliance penalty for each written non-compliance form issued to the Contractor.
- 7.3 Work zone shall not exceed two (2) miles in length. A maximum of three (3) work zones is allowed. Work must be performed within a work zone in order to have the work zone designated. No work will be allowed outside of the work zone.
- 7.4 At no time can support vehicles or mowers back-up or go against traffic on the pavement. Mowers will be allowed to mow against traffic as long as there is a clear distance of fifteen (15) feet from the edge of pavement to mower deck.

8.0 COMPENSATION

- 8.1 Payment shall be considered full compensation for providing all traffic control, labor, supervision, equipment, materials, supplies, and incidentals necessary to perform the work specified.
- 8.1.1 No separate payment will be made for traffic control which is considered incidental to the work.

- 8.2 The Contractor shall provide invoice for completed work no later than 90 days after completion of work. Ferrovia Services will consider work to be performed at no charge and will neither accept nor pay for invoices submitted more than 90 days after the completion of work.
- 8.3 Certifications are required monthly for MBE/WBE/DBE. These certificates are "Certificate of Partial/Final Payment, Waiver and Release from Subcontractor or Sub-consultant" and "DBE Payment Certification". Failure to submit these completed forms with invoice may constitute cause for payment to be delayed until receipt. Please refer to Attachment G for submission of M/WBE form.
- 8.4 The Contractor shall submit the signed Ferrovia work order with the invoice.
- 8.5 Payment will be made under the following activities:  
County:  
Roadside Mowing, Modified Full Width – Acre  
Roadside Urban Mowing – Acre  
Spot Mowing - Acre  
Payment will be full compensation for all labor, supervision, equipment, and incidentals necessary to perform right of way maintenance and roadside mowing operations in accordance with these Special Provisions within the right-of-way including service and frontage roads. In addition to the requirements in Attachment A, the below must be provided on each invoice submitted:
- Month**  
**Cycle#**  
**Dates**  
**# of Employees**  
**Hours Worked**  
**Miles Driven**

**END OF SPECIAL PROVISION**

**ATTACHMENT C**

**CONTRACTOR'S REQUEST FOR PROPOSAL RESPONSE AND QUOTATION**

This includes <b>ALL MENTIONED AREAS LISTED BELOW</b> within Panama City Beach, FL						
<b>City of Panama City Beach</b>						
<b>Pay Item</b>	<b>Description</b>	<b>QTY</b>	<b>SWA</b>	<b>Cost/Cycle</b>	<b>Cycles</b>	<b>Subtotal</b>
E104 4 1	Large Machine Mowing	230.21	\$16.36	\$15.00	4	\$13,812.60
E104 4 3	Small Machine	13.75	\$64.31	\$115.54	4	\$6,354.70
E104 4 4	Interm. Mowing	16.45	\$57.70	\$50.27	4	\$3,307.77
E110 30	Litter Removal	387.76	\$8.39	\$6.45	6	\$15,006.31
E110 1/E110 32 2	Sweeping & Edging	48.09	\$139.55	\$130.00	4	\$25,006.80
<b>Grand Total</b>						<b>\$63,488.18</b>

The scope includes the following roadways within the City limits of Panama City Beach:

- SECTION 46160000/SITE 1: SR 30A-From Deluna P1 east to Clara Ave.
- SECTION 46160000/SITE 2: SR 30A-From Clara Ave. east to Moylan Rd.
- SECTION 46010000/SITE 3: SR 30-From SR 392 to Lullwater Dr.
- SECTION 46090000/SITE 4: SR 79-From SR 30A north to Panama City Beach City Limits
- SECTION 46010002/SITE 5: SR 392-From SR 30 (US98) east to SR 30 (US 98)
- SECTION 46090000/SITE 6: SR 79-From MP 0.991 to MP 4.316

## ATTACHMENT D

### DELIVERABLES, MILESTONES AND PAYMENT SCHEDULE

Completed cycle reports submitted to Ferrovial containing:

- Month
- Cycle
- Dates Work Performed
- Number of Employees
- Hours Worked
- Miles Driven

**ATTACHMENT E  
CHANGE ORDER FORM**

**Ferrovial**

Project: \_\_\_\_\_ Contractor: \_\_\_\_\_  
 Ferrovia Contract No.: \_\_\_\_\_ Change Order No.: \_\_\_\_\_  
 Date of Request: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

**Upon full execution of this Change Order Form, Contractor is directed to make the following changes to the referenced Contract.**

<b>Reason for Change Request:</b>

Description of Costs (attach documentation as appropriate)	No. of Units or Man-Hours	Add/Deduct Amount per Unit or Man-Hour	Total Line Item Amount

Original Contract Amount	\$
Net Change by Previously Authorized Change Orders	\$
Contract Sum Prior to this Change Order	\$
Amount of this Change Order	\$
<b>New Contract Sum including this Change Order</b>	<b>\$</b>
Original Contract Date of Completion	
<b>New Date of Completion with this Change Order</b>	

**This Change Order is not valid until signed by Ferrovia. Signature of Contractor indicates agreement to the changes on this Change Order Form.**

Accepted by Contractor:

Accepted by Ferrovia Project Manager:

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_