



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

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DeLand, Florida 32720-6834

KEVIN J. THIBAUT, P.E.  
SECRETARY

March 3, 2020

**ADDENDUM NO. 4**

To: PROSPECTIVE BIDDERS AND PLAN HOLDERS

FINANCIAL PROJECT NUMBER: 445866-1-72-01

CONTRACT NUMBER: E5V69

COUNTY: Lake, Seminole

DESCRIPTION: Wekiva Parkway Asset Maintenance

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**SCOPE OF SERVICES**

Pages 1, 10, 14 and 15 of the Scope of Services have been revised. Please go to the online ordering website at <https://fdotwp1.dot.state.fl.us/contractproposalprocessingonlineordering/> to download the document titled "E5V69Addendum4". Please substitute these sheets for the like-numbered sheets in the Scope of Services you now have.

**NOTIFICATION**

All PROPOSAL HOLDERS must acknowledge receipt of this Addendum on the Proposal Of Form (# 375-020-56) in the space provided. Failure to acknowledge receipt of this Addendum may cause your bid to be deemed non-responsive.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeanne Feeney", is written over a faint, larger version of the same signature.

Jeanne Feeney  
District Contracts Administrator  
District 5

**SCOPE OF SERVICES  
ASSET MAINTENANCE CONTRACT**

**CONTRACT ADMINISTRATION**

**Contract Number: E5V69**

**Financial Project Number (s): 445866-1-72-01**

**OBJECTIVE**

This performance-based contract requires the inspection, management and performance of the maintenance of all components of the transportation facility as identified herein. Maintenance activities within the limits of this contract are to be performed by the Contractor, unless otherwise exempted in this contract. The Department will not direct specific work as in most traditional maintenance contracts. This performance-based contract requires the Contractor to determine the work needs, perform the work, and continually produce a quality product. The Department will evaluate the Contractor's quality of work performed both randomly and systematically. The Department is entrusting the Contractor to care for and maintain select roadways, structures, and facilities of Florida's state roads and expects the Contractor to take pride in performing a high level of maintenance. The continual quality of the maintenance of the roadways, structures, and facilities will be a direct reflection, under public scrutiny, of the quality and integrity of the Contractor. The roadways, structures, and facilities included in the scope of this contract are as follows:

Section Number	Approximate Centerline Miles	Section Description
75330/ 11320	3.144	4A, 4B
11130	1.042	3A
11130	1.185	3B
11320	5.510	6
77320	1.302	7A
77030	3.041	7B
77320	1.136	8

The Wekiva Parkway project contains several segments which will be under construction at the beginning of this contract. The Contractor will not be responsible for maintenance of these segments of roadway until construction is complete and the segment is added to this contract by a Letter of Authorization.

**1. GENERAL REQUIREMENTS**

**1.1 Current Standards and Subsequent Updates**

Perform all work to the most current Department Standards and Specifications, as may be updated throughout the life of the contract. Inspect, manage and consistently maintain all assets within the project limits as identified in this scope, and produce end results in accordance with Contract Documents in effect at the time of the performance of any Work. Obtain the complete, up-to-date list of Contract Documents from the Office of Maintenance Website at

**2.1.3** For all activities associated with securing bascule bridges, submit a separate informational invoice detailing the cost of such activities. Show the costs to secure bascule bridges by maintenance area, by Financial Project Number, and by activity. Retain all documentation required for the Department to apply for Federal Reimbursement for these activities.

**2.1.4** Unless otherwise noted in this contract, the Department will not provide additional compensation to the Contractor through this contract for any Emergency Management activities, including the six activities described above.

**2.1.5** For all Emergency Management activities, the Department reserves the right to perform all work with its own forces or other contracted forces when the Department determines it is in the Department's best interest to do so. The Department's decision to engage in Emergency Management activities in no way relieves the Contractor of any duties or contractual obligations.

**2.1.6** In preparation for potential emergencies, if directed by the Department in writing, the Contractor will participate in emergency exercises (mobilizing personnel and equipment) conducted by the Department. Participation in the exercise will include providing all manpower, material, and equipment necessary to complete the activities described in the Department's written directions to the Contractor. A 'workshop' or 'coordination meeting' is not to be considered as an 'emergency exercise'. The Department will compensate the Contractor for their direct costs for performing the directed activities in accordance with 4-4.

**2.1.7** For any single incident/event, the Contractor's financial responsibility for repair and reconstruction costs is capped at \$250,000; the Department will reimburse the Contractor for all Department authorized repair and reconstruction costs and activities exceeding this amount. The Department will not provide reimbursement if the incident/event was caused or enhanced, in part or in full, by the Contractor's negligence or failure to comply with contract obligations.

## **2.2 Emergency Management Plan**

Comply with the requirements of the Department Emergency Management Documents as listed in the Contract Documents. Administer all response and recovery efforts in accordance with the Department Emergency Management Documents and the Contract Documents. Develop an Emergency Management Plan that meets the intent of the Department Emergency Management Documents and submit this plan to the Department within 30 calendar days of contract execution. Include details in the Emergency Management Plan including, but not limited to:

- procedures for incident/event management
- agency & public notifications
- assurance of motorist safety
- handling of hazardous waste
- coordination with Law Enforcement and other appropriate agencies
- traffic control
- coordination with the Department and other agencies to establish or implement pre-established detour routes
- maintenance of detour routes

Program (Insurance Program). The following procedures and terms shall apply to the recovery of Costs incurred by the Contractor, Reimbursement by the Department and Coverage by the Insurance Company (as defined herein).

**2.5.1** Upon learning that damage has been caused to Department Property covered by this agreement the Contractor will immediately notify the Department Project Manager and Department Claims Attorney (Office of the General Counsel) who will confirm whether the Property is an insured asset. The Department will notify the Insurance Company.

1. The damaged asset is not insured under the Insurance Program (or the FDOT does not make a claim on the insurance coverage) and Costs are equal to or less than \$250,000:

In this situation, FDOT expressly assigns its rights, interests and privileges pertaining to said property damage to Contractor, so Contractor can pursue all claims and causes of actions against the third parties responsible for the damage. The Department will assist the Contractor as necessary and will confirm the Contractor's authorization to pursue recovery. The Contractor will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

2. The damaged asset is not insured under the Insurance Program (or the FDOT does not make a claim on the insurance coverage) and Costs are more than \$250,000:

In this situation, the Department may be responsible to reimburse the Contractor for any Costs incurred more than \$250,000. Under these circumstances the Department retains its rights to pursue recovery against all parties for the amount of any reimbursement made to the Contractor in excess of \$250,000 (hereinafter Reimbursement). The Department and Contractor agree to coordinate their pursuit of recovery of their respective Costs and Reimbursement from the responsible parties, and not to execute any documents or take any actions which would impair or limit the other's right to recovery. The Department and Contractor may enter into an agreement for sharing attorney's fees and litigation costs. The Department and Contractor agree to share any recovery on a pro-rata basis based upon their respective Costs and Reimbursement, in accordance with Florida law, unless otherwise agreed to in a separate writing.

3. The damaged asset is insured under the Insurance Program (and FDOT makes a claim for insurance coverage) and Costs are equal to or less than \$250,000:

In this situation, the Insurance Company retains a subrogated interest in the recovery against any and all responsible parties to the extent of its payment for coverage under the appropriate policy (Coverage). The Coverage may include damages other than the Costs incurred by the Contractor. The Contractor is authorized to pursue recovery against all parties responsible for Costs caused by damage to the Property to the extent permitted by law. The Department will assist the Contractor as necessary and will confirm the Contractor's authorization to pursue recovery. The Department and Contractor agree to

coordinate their pursuit of recovery of their respective Costs and Reimbursement with the Insurance Company and its claim for Coverage from the responsible parties, and not to execute any documents or take any action which would impair or limit the others' right to recovery. The Department, Contractor, and Insurance Company may enter into an agreement for sharing attorney's fees and litigation costs, otherwise each will bear its own fees and costs. The Department, Contractor, and Insurance Company agree to share any recovery on a pro-rata basis based upon their respective Costs, Reimbursement, and Coverage in accordance with Florida law, unless otherwise agreed to in a separate writing.

4. The damaged asset is insured under the Insurance Program (and FDOT makes a claim for insurance coverage) and Costs are more than \$250,000:

In this situation, the Department may be responsible to reimburse the Contractor for any Costs incurred in excess of \$250,000. Under these circumstances the Department retains its rights to pursue recovery against all parties for the amount of any reimbursement made to the Contractor in excess of \$250,000 (hereinafter Reimbursement) and the insurance company retains a subrogated interest in the recovery against any and all responsible parties to the extent of its payment for coverage under the appropriate policy (Coverage). The Coverage may include damages other than the Costs incurred by the Contractor. The Contractor is authorized to pursue recovery against all parties responsible for Costs caused by damage to the Property to the extent permitted by law. The Department will assist the Contractor as necessary and will confirm the Contractor's authorization to pursue recovery. The Department and Contractor agree to coordinate their pursuit of recovery of their respective Costs and Reimbursement with the Insurance Company and its claim for Coverage from the responsible parties, and not to execute any documents or take any actions which would impair or limit the others' right to recovery in accordance with Florida law. The Department, Contractor, and Insurance Company may enter into an agreement for sharing attorney's fees and litigation costs, otherwise each will bear its own fees and costs. The Department, Contractor, and Insurance Company agree to share any recovery on a pro-rata basis based upon their respective Costs, Reimbursement and Coverage in accordance with Florida law, unless otherwise agreed to in a separate writing.

In paragraphs 2.5.1(3) and 2.5.1(4) above, the Contractor will submit all proposed settlement documentation (settlement agreement, release and order of dismissal) for review and approval by the Office of the General Counsel prior to execution.

1. Failure to coordinate and cooperate in pursuing recovery, or impairment or limitation of a party's right to recovery:

Regarding paragraphs 2.5.1(1), 2.5.1(2), 2.5.1(3) and 2.5.1(4), above, if either the Department or Contractor fails to coordinate and cooperate in the pursuit of any recovery under these provisions or impairs or limits the lawful recovery of the other or the Insurance Company, it will be liable to the other and the Insurance Company for reasonable attorneys' fees and costs incurred in compelling coordination and cooperation or correcting any impairment or