

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: August 25, 2015

RE: Renewal of Contract No. 001003 with
Southern Aquatic Management, Inc. for
Aquatic Vegetation Control

Board approval is requested for the second renewal of the referenced contract with Southern Aquatic Management, Inc., for a one year period, beginning October 7, 2015, in the amount of \$209,719.47. Work under this contract includes application of aquatic herbicide to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408, S.R. 417, S.R. 528, S.R. 429, and S.R. 414.

The number of ponds being maintained has increased from 171 to 187 during the current renewal period and the additional maintenance cost is included in the price sheet for the next renewal.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001003

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of September, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Aquatic Management, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby the Authority retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, Authority and Contractor wish to enter into the second renewal of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a second renewal of said Original Agreement beginning the 7th day of October, 2015, and ending the 6th day of October, 2016, at the cost of \$209,719.47, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending October 6, 2015, the Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal of the Contract ending October 6, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement except as modified by the attached Exhibit A.

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

SOUTHERN AQUATIC MANAGEMENT, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for the Authority

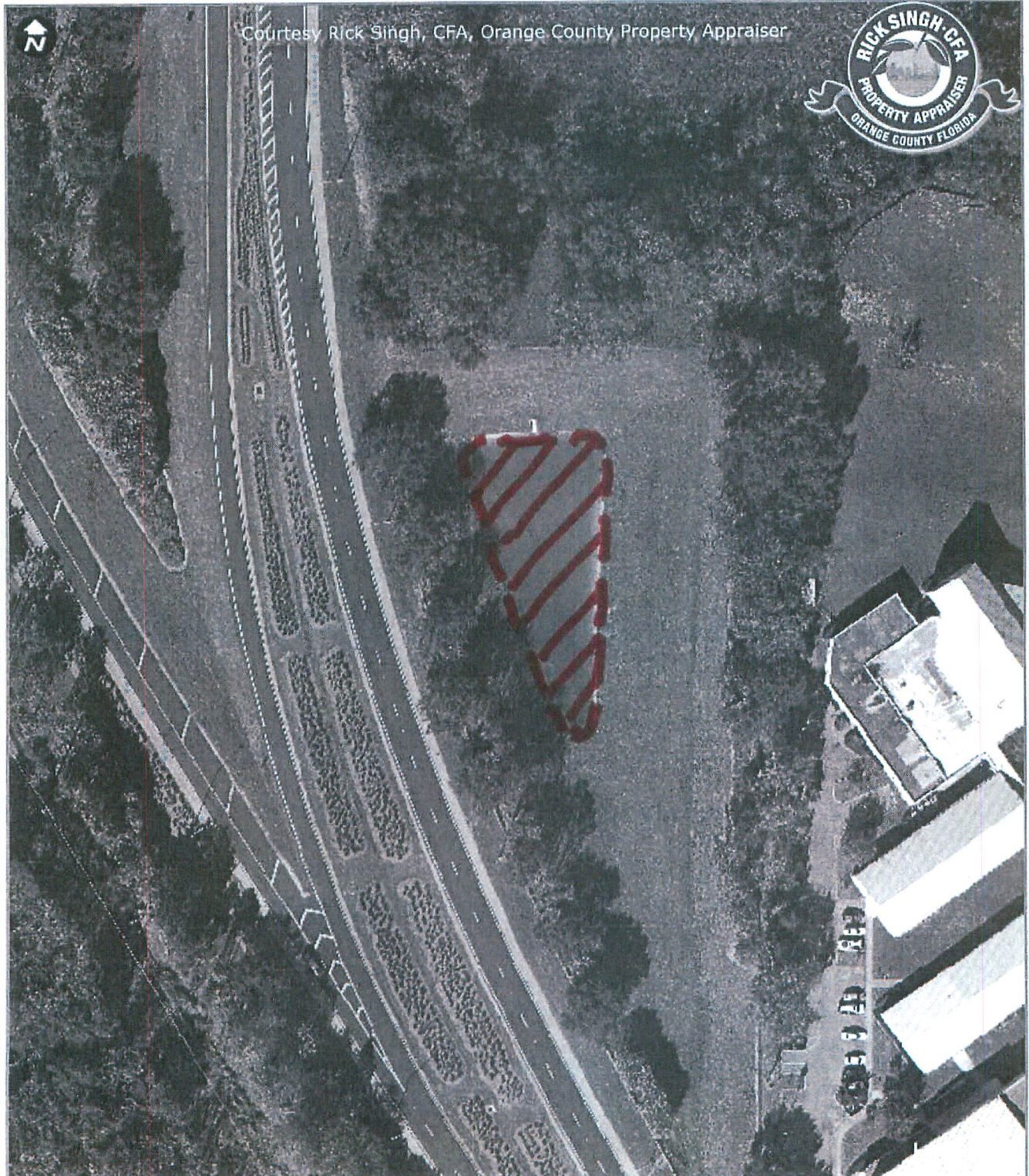
Witness (2) _____

408 • CLARK RD

0.33 AC
350 LF

7.2014

OCA Web Map		 Major Roads	 Proposed Road	 Residential	 Industrial Vacant Land	 Parks	6	Lot Number
 Florida turnpike	 Public Roads	 Brick Road	 Agriculture	 Agricultural Curtilage	 Lakes and Rivers		06060	Parcel Number
 Interstate 4	 Gated Roads	 Block Line	 Commercial/Institutional	 Hydro	 Building		3106	Parcel Address
 Toll Road	 Road Under Construction	 Lot Line	 Governmental/Institutional/Misc	 Waste Land	 Block Number	E	111.9	Parcel Dimensi



Created: 8/13/2015

This map is for reference only and is not a survey.

408. PARK OF THE AMERICAS 6.50 AC. 2700 LF 7-2014

OCPA Web Map	Major Road	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Turnpike	Public Road	Brick Road	Lot Line	Governmental/Institutional	Waste Land	Lakes and Rivers
Interstate 4	Gated Road	Rail Road	Residential	Commercial/Industrial	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Commercial/Industrial Vacant Land	Parks	Hospital
				Agricultural Corridor		



Created: 7/30/2014

This map is for reference only and is not a survey.

408. COCOS DR

0.86 AC
1,270 LF

7.2014



408 • CHICKASAW TRAIL 1.50 AC 1,075 LF 7.2014



408. DEAN MTP

0.66 AC
780 LF

8.2015

OCPA Web Map	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida turnpike	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital



Created: 8/13/2015

This map is for reference only and is not a survey.

408 ROUSE RD - WEST SIDE

2.20 AC
1,200 LP

7.2014

OCPA Web Map	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Turnpike	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital



Created: 7/30/2014

This map is for reference only and is not a survey.

408 ROUSE RD. EAST SIDE

4.15 AC
1,800 LF

7-2014

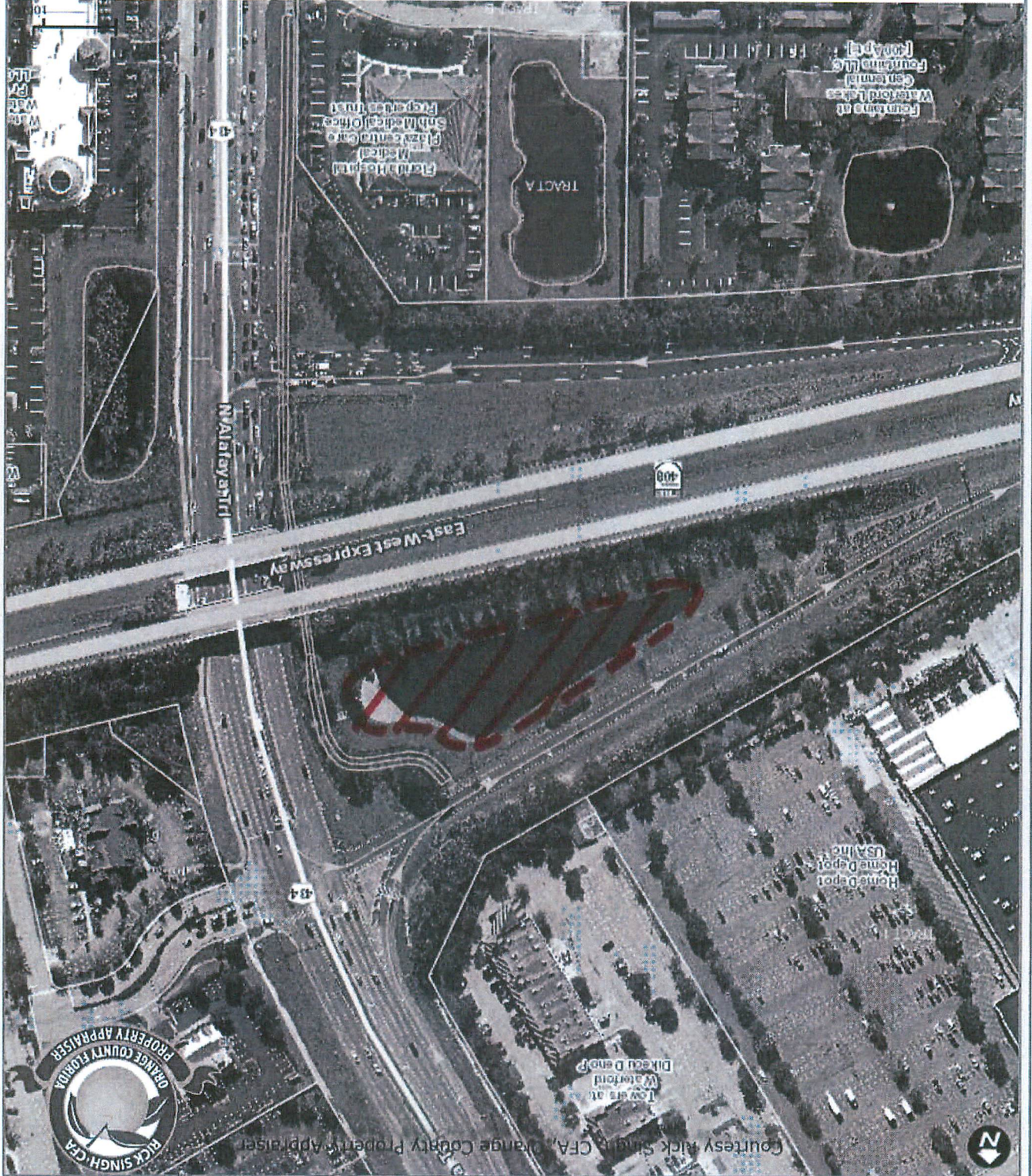
OCPA Web Map

Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Turnpike	Public Roads	Brick Road	Lot Line	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Residential	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Parks	Hospital
			Agricultural Curtilage		



Created: 7/30/2014

This map is for reference only and is not a survey.



Courtesy Rick Singh, CFA, Orange County Property Appraiser



	Toll Road		Road Under Construction		Proposed SunRail		Agriculture		Agricultural
	Interstate 4		Gated Roads		Rail Road		Residential		Industrial
	Florida Turnpike		Public Roads		Brick Road		Lot Line		Commercial
	Major Roads		Proposed Road		Block Line		Institutional		Governmental
	Hydro		Waste Land		Misc		Institutional		County Boundary
	Parks		Building		Hospital		Lakes and Rivers		Golf Course

7.2014

1.0 ac
1,100 LF

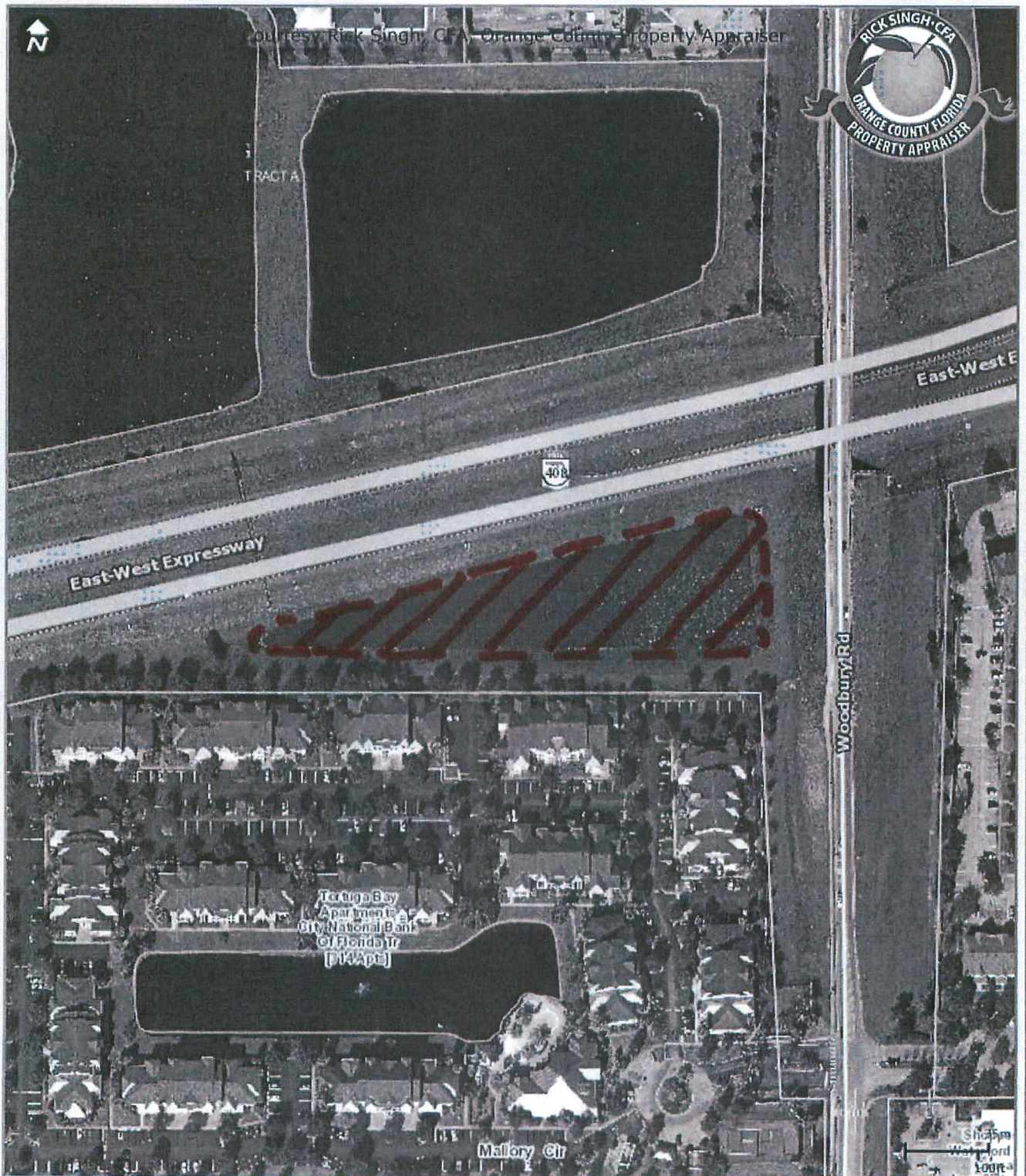
408. ALAFAYA TRAIL

408 WOODBURY RD.

1.7 AC
1,600 LF

7.2014

OCPA Web Map	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida turnpike	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital



Created: 7/30/2014

This map is for reference only and is not a survey.

408 • ELON RD. MITIGATION 1 & 2

① 2.40 AC 1,580 LF
 ② 4.80 AC 2,250 LF

8.2015

OCPA Web Map	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro
Florida turnpike	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land
Interstate 4	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Agricultural/Cutilage	Parks
					Lakes and Rivers
					Building
					Hospital



Created: 8/13/2015

This map is for reference only and is not a survey.

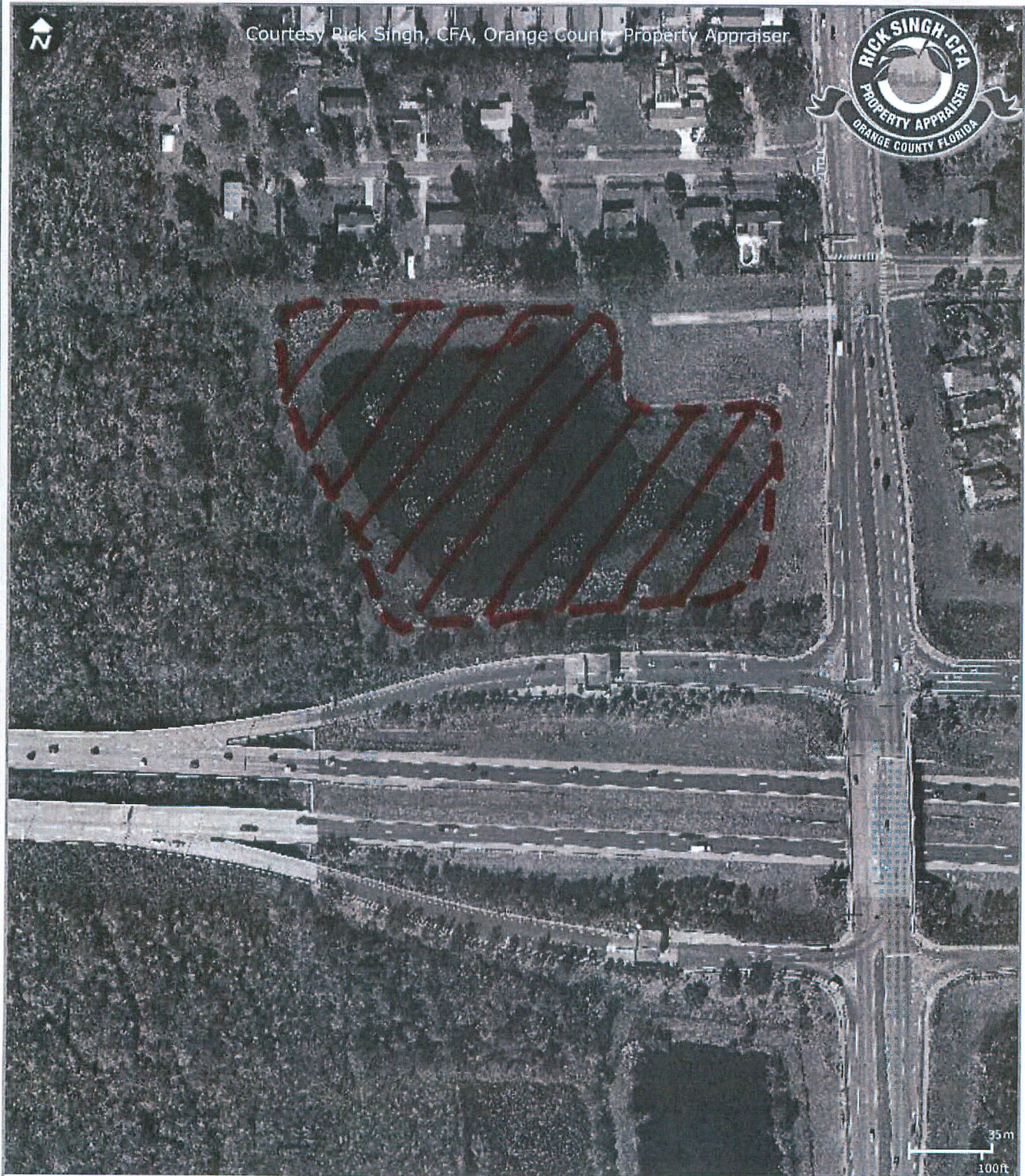
408 DEAN RD. MITIGATION

3.75 AC

2,100 LF

8.2015

OCPA Web Map	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro
Florida turnpike	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land
Interstate 4	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks
					Hospital



Created: 8/13/2015

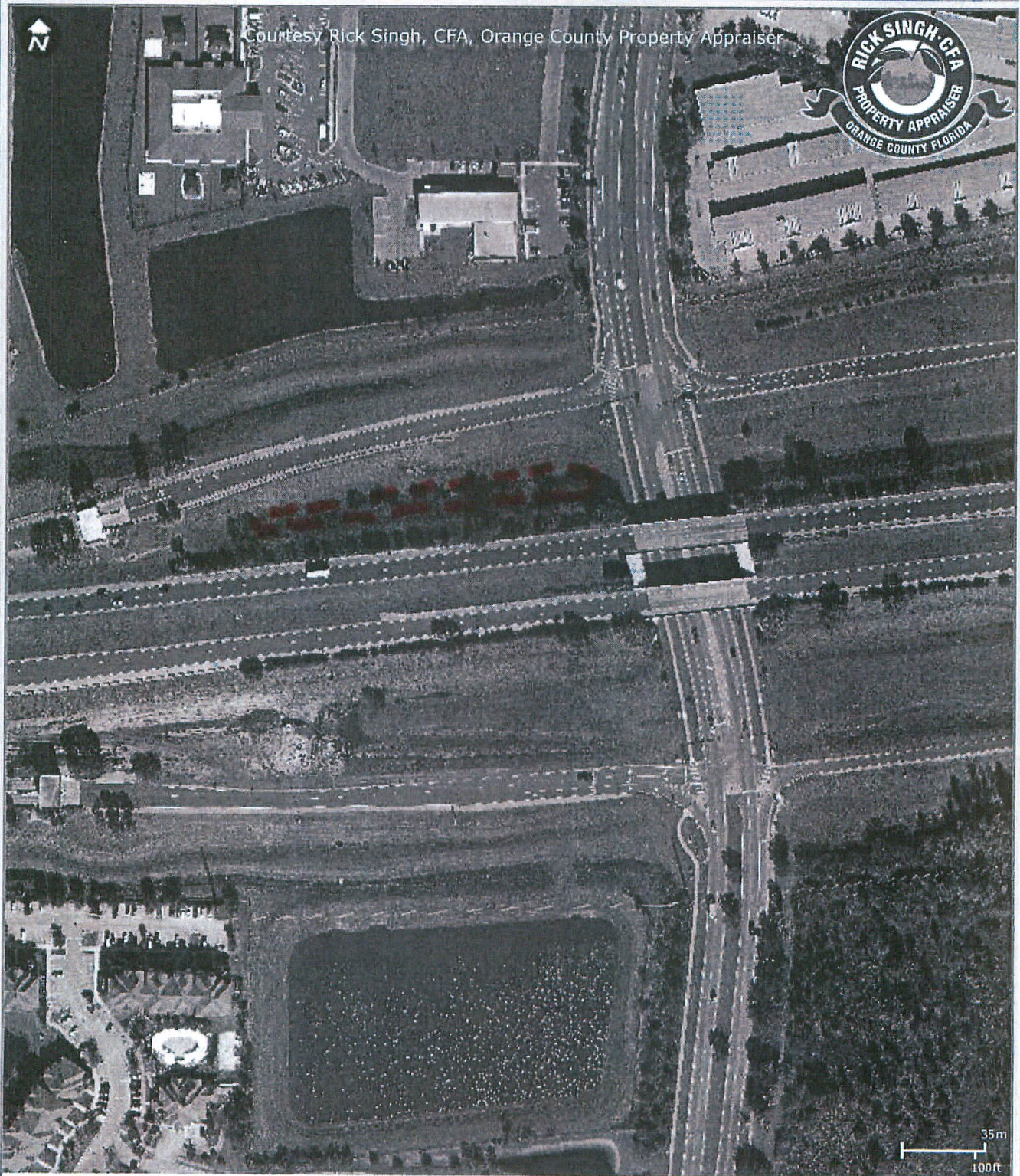
This map is for reference only and is not a survey.

417. LANDSTAR NW DITCH

0.125 AC
700 LF

B.2015

OCPA Web Map	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida turnpike	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital



Created: 8/13/2015

This map is for reference only and is not a survey.

417. BOGGY CREEK RD 1.25 AC 2,000 LF 7.2014

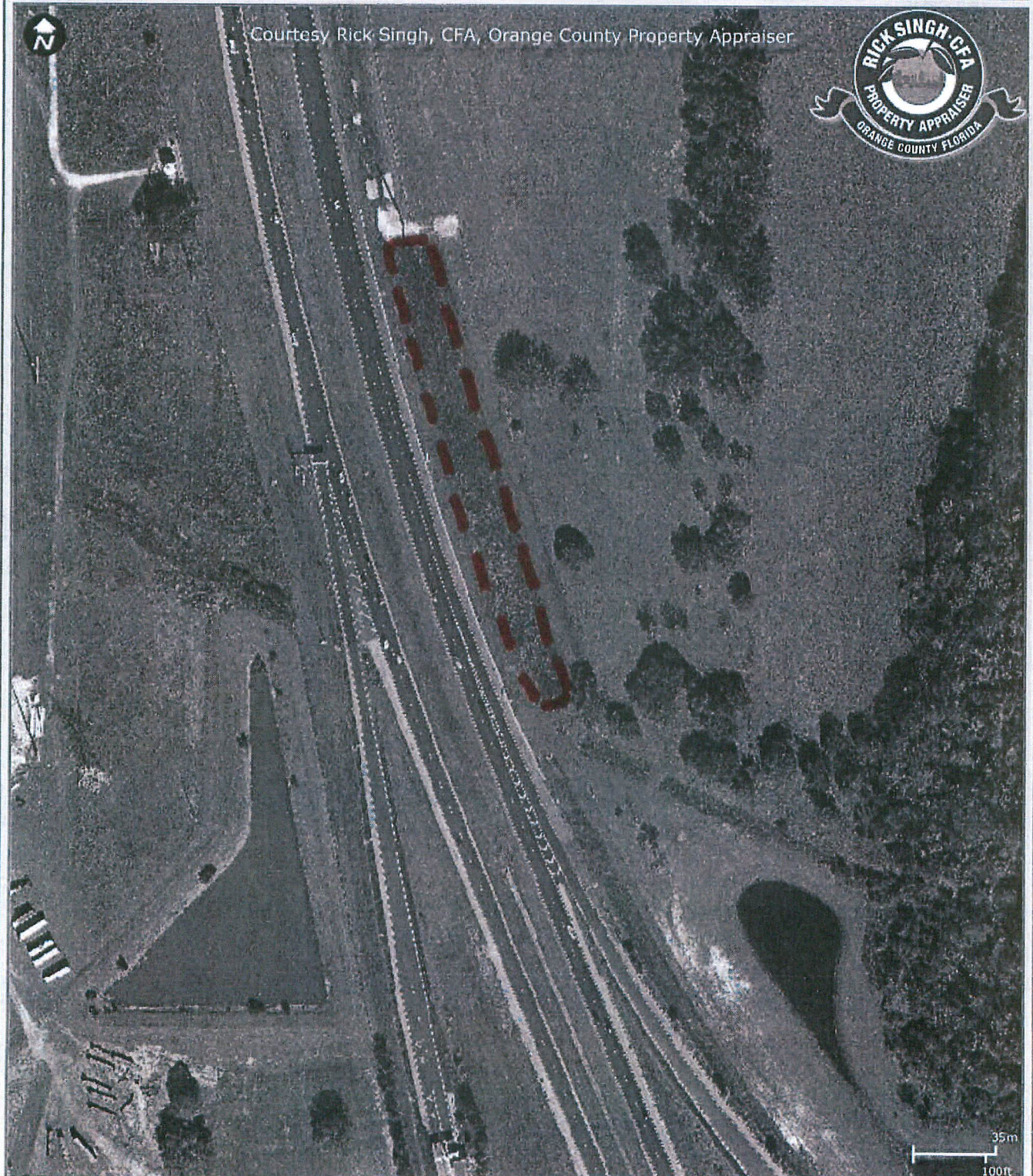


417. CUREY FORD

0.90 AC
1,500 LF

8.2015

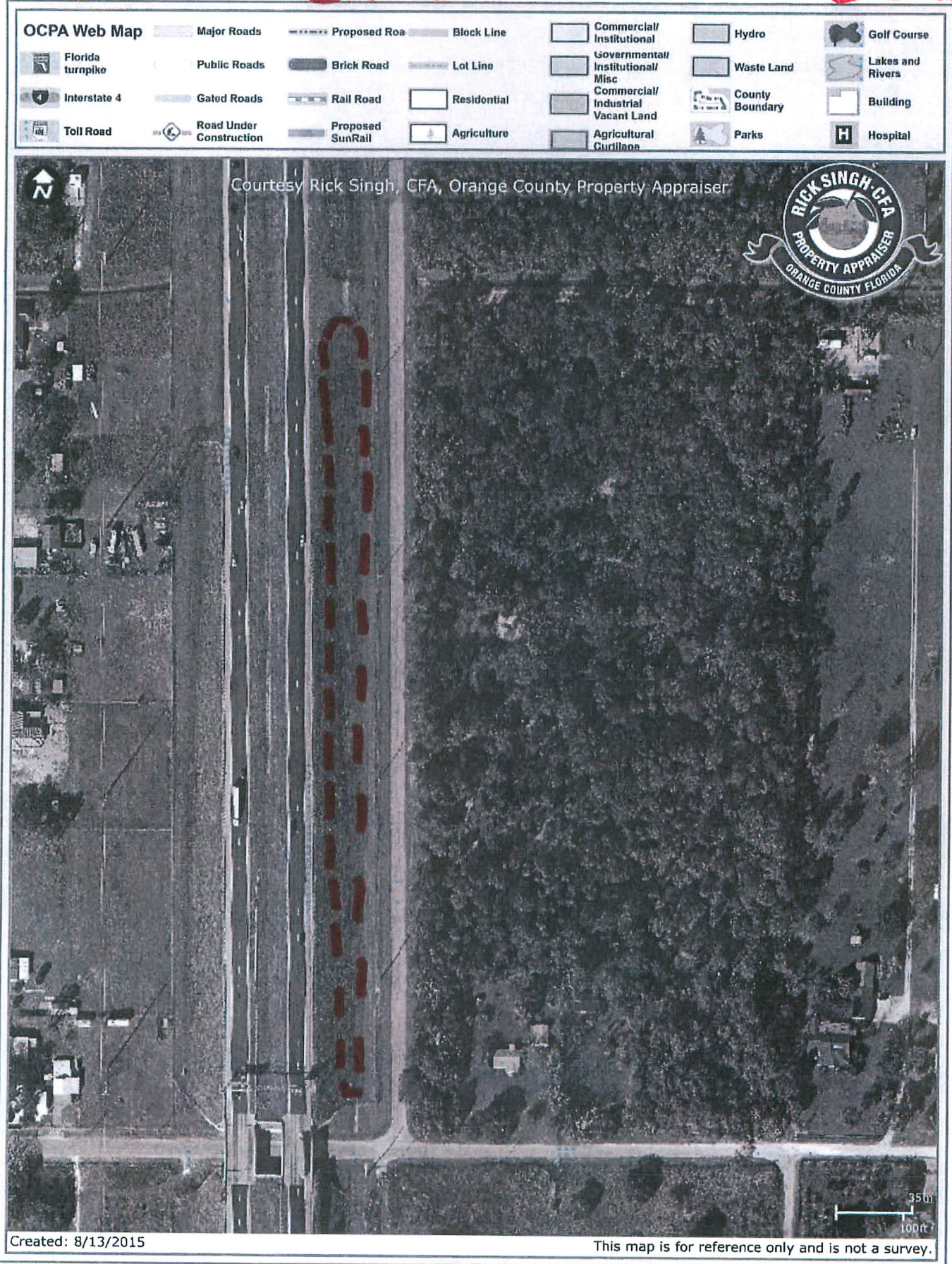
OCPA Web Map													
	Major Roads		Proposed Road		Block Line		Commercial/Institutional		Hydro		Golf Course		
	Florida turnpike		Public Roads		Brick Road		Lot Line		Governmental/Institutional/Misc		Waste Land		Lakes and Rivers
	Interstate 4		Gated Roads		Rail Road		Residential		Commercial/Industrial/Vacant Land		County Boundary		Building
	Toll Road		Road Under Construction		Proposed SunRail		Agriculture		Agricultural Curtilage		Parks		Hospital



Created: 8/13/2015

This map is for reference only and is not a survey.

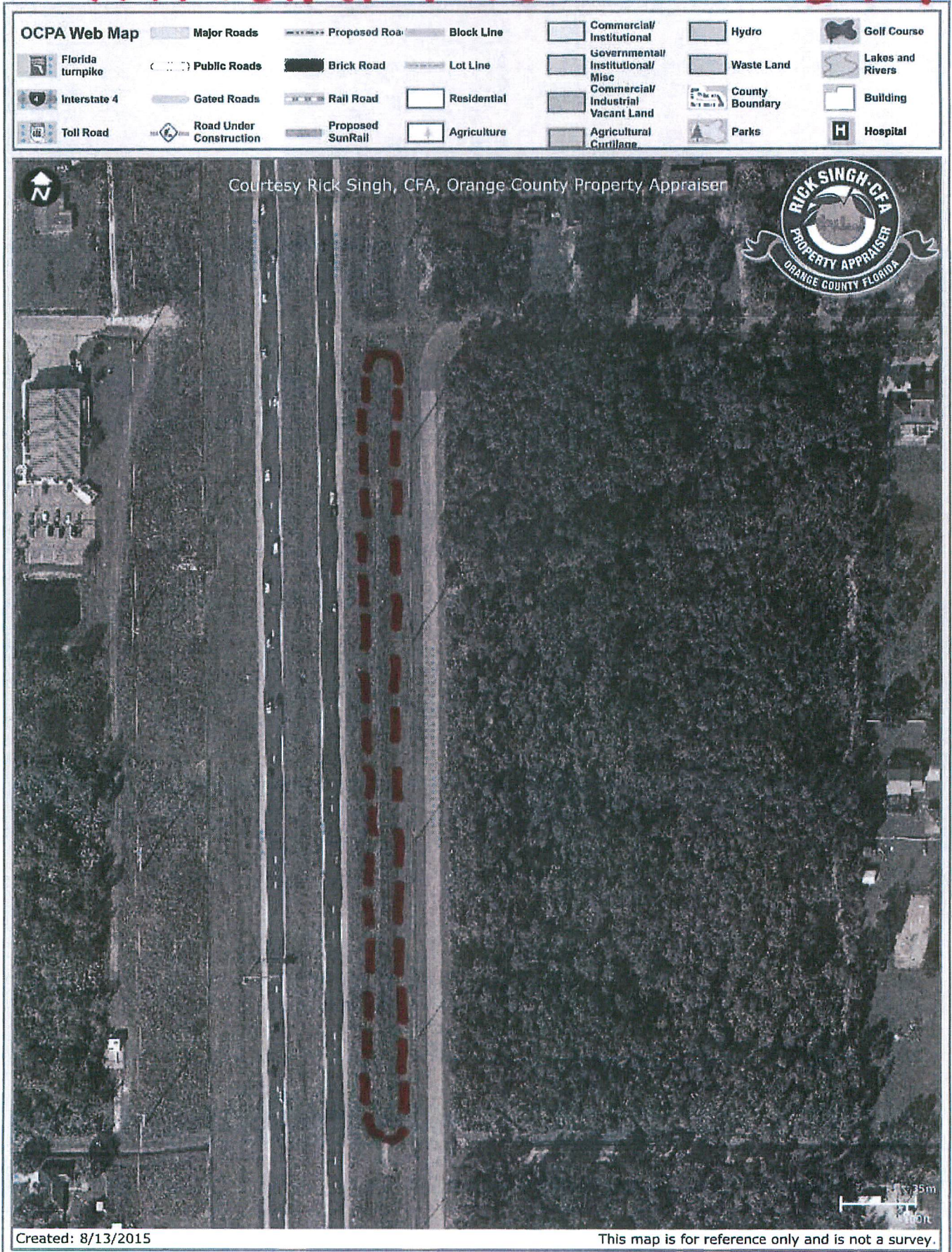
417. BERRY DEASE. SOUTH 1,050 2,500 LF SEASONAL DITCH 8-2013



417-BERRY DEASE-MIDDLE

1.0 AC
2,500 LF

SEASONAL
DITCH
8-2015



417-BERRY DEASE-NORTH

0.5 AC
1,600 LF

SEASONAL
DITCH
8-2015

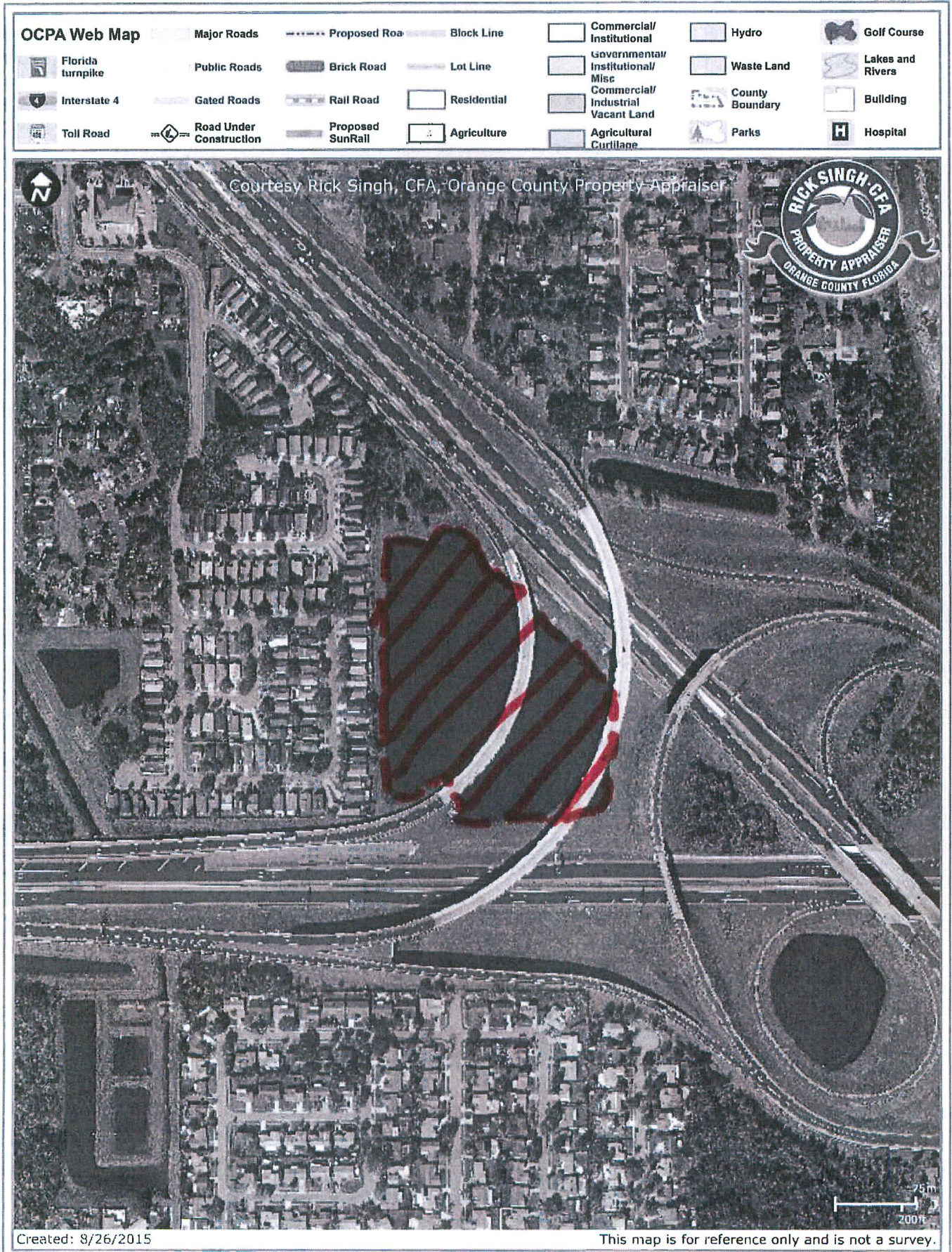
OCPA Web Map	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida turnpike	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital



Created: 8/13/2015

This map is for reference only and is not a survey.

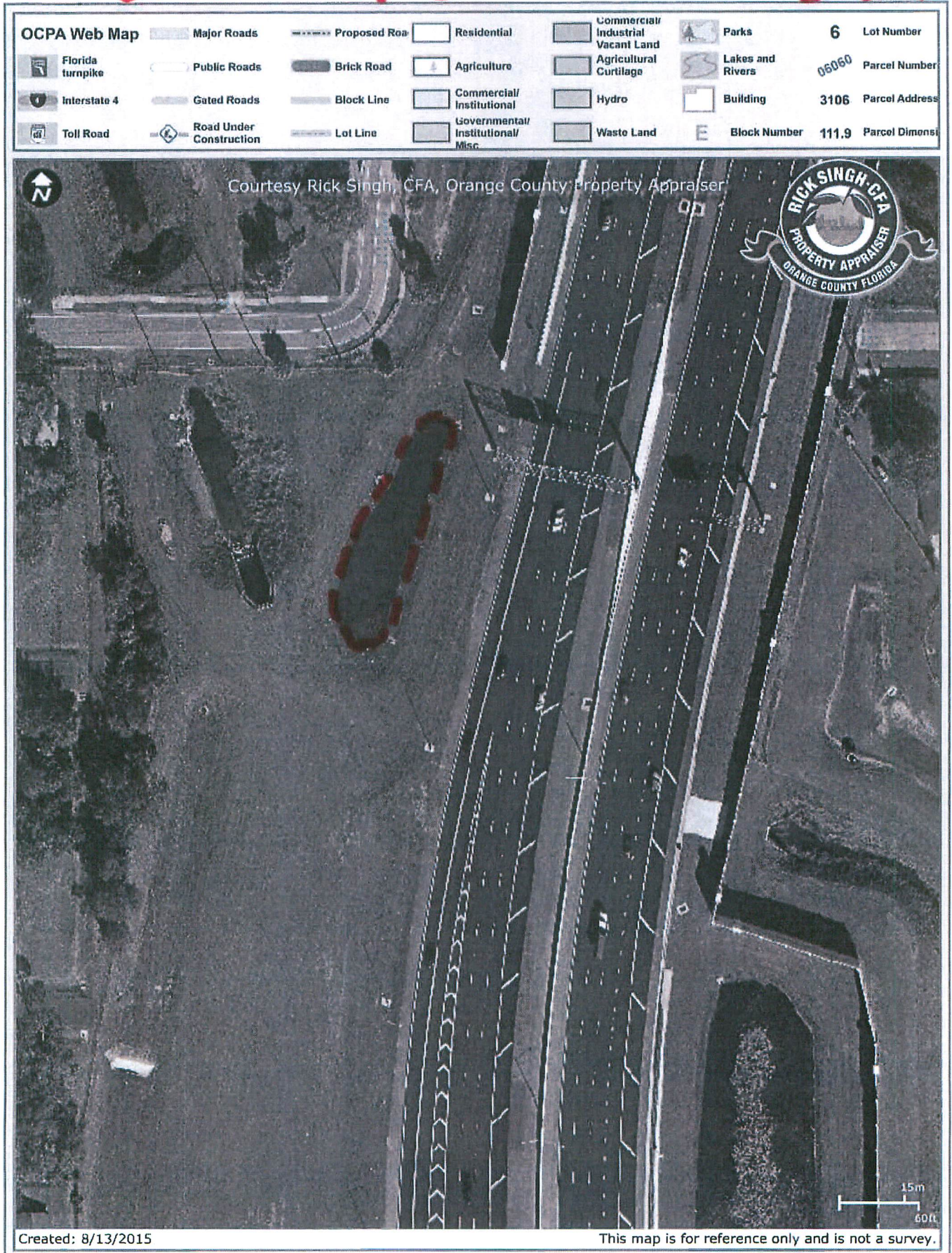
417.408 INTERCHANGE 11.25 AC 3,000 LF 8.215



417. SPUR TO SR 50

0.165 AC
450 LF

8.2015



10 SEP '14 AM 11:22

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001003

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Aquatic Management, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby the Authority retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, Authority and Contractor wish to enter into the first renewal of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 7th day of October, 2014, and ending the 6th day of October, 2015, at the cost of \$148,520.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending October 6, 2014, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Contract ending October 6, 2014.

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

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

SOUTHERN AQUATIC MANAGEMENT, INC.

BY: [Signature]
Authorized Signature

Print Name: ARON CHURCH

Title: PRESIDENT

Witness (1) [Signature]

Witness (2) [Signature]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement

LEGAL APPROVAL: [Signature]
AS TO FORM General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
[Signature] 9/15/14
DATE

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
SOUTHERN AQUATIC MANAGEMENT, INC.

AQUATIC VEGETATION CONTROL

CONTRACT NO. ~~000938~~ 001003^{ch}
CONTRACT DATE: OCTOBER 3, 2013
CONTRACT AMOUNT: \$148,520.00



ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF
SERVICES, ADDENDA, PROPOSAL AND FORMS

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, ADDENDA,

PROPOSAL AND FORMS

FOR

AQUATIC VEGETATION CONTROL

CONTRACT NO. ~~000938~~ 001003^{ch}

October 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Marco Peña, Board Member

Executive Director

Max Crumit, P.E.

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	Attachment No. 1 to Scope of Services	

CONTRACT

This Contract No. ~~000938~~^{001003 an} (the "Contract"), made this 3rd day of October, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and SOUTHERN AQUATIC MANAGEMENT, INC., 1980 Dolgner Place, Suite 1048, Sanford, Florida 32771, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of the AUTHORITY, 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 maintenance of all items associated with Contract No. ~~000938~~^{001003 an}, for Aquatic Vegetation Control, as detailed in the Contract Documents and any addenda or modifications thereto. The Contract time will be 365 calendar days with renewal options. The Contract Amount is \$148,520.00. This Contract was awarded by the Authority's Board of Directors at its meeting on October 3, 2013.

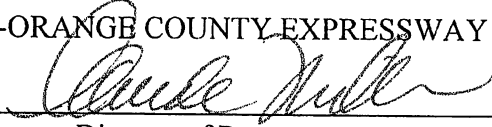
The Contract Documents consist of:

1. The Contract,
2. The Addenda, modifying the Scope of Services, General Specifications or other Contract Documents,
3. The Scope of Services,
4. The General Specifications,
5. The applicable sections of the FDOT Design Standards, January 2012 edition, as may be amended or supplemented, and
6. The Proposal.

In consideration of the foregoing premises, the AUTHORITY 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.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

DATE: 10/4/13

SOUTHERN AQUATIC MANAGEMENT, INC.

By: 

Print Name: AARON CHURCH

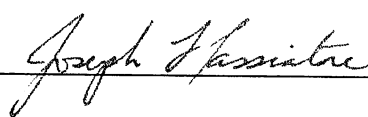
PRESIDENT
Title

ATTEST:  (Seal)

DATE: 9/12/13

Approved as to form and execution, only.

General Counsel for the AUTHORITY



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AQUATIC VEGETATION CONTROL
CONTRACT NO. ~~000938~~ 001003 *u*

GENERAL SPECIFICATIONS

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached exhibits or plans (if any).

Proper contract administration of the Contract requires that various forms and documents be completed by the Contractor throughout the term of the Contract. In most instances, these forms, such as Request for Authorization to Sublet Work, will be provided by the Authority. In other instances, some forms shall be provided by the Contractor. In both instances, the Contractor shall complete the forms by providing the required information and returning the forms to the Authority's Director of Construction and Maintenance or his designated representative.

2. CONTROL OF THE WORK

2.1 AUTHORITY'S DIRECTOR OF CONSTRUCTION AND MAINTENANCE

All work shall be subject to review and acceptance by the Authority's Director of Construction and Maintenance (or such other person designated by the Director of Construction and Maintenance), who shall evaluate the Contractor's work for compliance with the Contract Documents. The Authority's Director of Construction and Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

To avoid unnecessary repetition of expressions, whenever in the General Specifications, Scope of Services or other Contract Documents the term "Authority" or "Director of Construction and Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the Landscape Supervisor or other individual or entity identified by the Authority.

2.2 COORDINATION OF PLANS AND SPECIFICATIONS

The General Specifications, Scope of Services, and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though

occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda
3. Scope of Services
4. General Specifications

2.3 FINAL ACCEPTANCE AND CONTRACT CLOSEOUT

The Authority will make final payment to the Contractor after the Work is finally accepted by Authority's Director of Construction and Maintenance as evidenced by the issuance of written notice of final acceptance and completion of maintenance project. The Contractor shall first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, have furnished the Authority with a properly executed and notarized Certificate of Maintenance Contract Completion and Contractor's Affidavit of Satisfaction (conditioned only upon receipt of final payment) as well as, such other documentation as may be required by the Authority for the completion of the Contract or release of the Work.

2.4 OTHER WORK

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

3. OTHER REQUIREMENTS

3.1 VENUE, LAW

The Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any judicial proceedings arising out of the Contract shall be in Orange County, Florida.

3.2 PERMITS, NOTIFICATIONS AND FEES

It shall be the Contractor's responsibility to secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

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

No work shall be performed under the provisions of the Contract on any properties outside the limits of the Authority-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by the Authority nor relieve the Contractor of its liabilities.

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

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

3.3 HAZARDOUS OR TOXIC WASTE, POLLUTANTS

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Authority's Director of Construction and Maintenance shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

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

The Contractor's operations in the affected area shall not resume until so directed by the Director of Construction and Maintenance.

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

3.4 RESPONSIBILITY FOR DAMAGES

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

3.5 INDEMNITY

The Contractor shall indemnify, defend and hold harmless the Authority, 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 Authority 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 the Authority to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

3.6 GENERAL LIABILITY INSURANCE

The Contractor shall carry and keep in force during the period of the Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida. The CGL Policy 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 for the services and work to be rendered in accordance with this Contract. Such policy or policies shall be carried without deductible and shall (a) include the Authority, and such other parties the Authority shall designate, as additional insured, utilizing an endorsement Form (b) be considered primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the Contractor's indemnity obligations under paragraph 3.5 of these General Conditions, and (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to the Authority from the company providing such insurance. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by Contractor hereunder, the Contractor shall deliver certificates to the Authority as will evidence a renewal or new policy to take the place of the one expiring.

Certificates of such insurance shall be filed with the Authority at the time of Contract execution.

3.7 BUSINESS AUTOMOBILE LIABILITY

The Contractor shall carry and keep in force during the period of the Contract a business automobile liability insurance policy or policies with a company or companies authorized to do business in Florida. The business automobile liability insurance policy 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 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 separate Business Auto Liability policy.

Certificates of such insurance shall be filed with the Authority at the time of Contract execution.

3.8 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 Authority at the time of Contract execution.

3.9 SAFETY

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

- (3) The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travelway. Class 3 vest garments will be required for all speeds.
- (4) Reflective sheeting material for work zone barricades shall be Type III-A, III-B, or III-C, meeting requirements of Section 994 of the FDOT Standard Specifications, 2010 edition. Reflective sheeting material for all work zone signs shall be fluorescent orange Type III-D or Type IV meeting requirements of Section 994, 2010 edition. Type IV shall be 3M Scotchlite Diamond Grade Fluorescent Roll Up Sign Sheeting or Authority approved equal. Mesh signs shall not be used for work zone signs.

3.10 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by the Authority, 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 Authority may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

3.11 AUDIT AND EXAMINATION OF CONTRACT RECORDS AND BID RECORDS

The 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 Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a bid, the Contractor or any subcontractor submits to and agree to comply with the provisions of this section.

If the Authority requests access to or review of any Contract Documents or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with the Authority, 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. 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 the Authority 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 the Authority until reinstated by the Authority.

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

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

3.12 INVOICES

Invoices for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

4. PROSECUTION AND PROGRESS OF WORK

4.1 PREWORK CONFERENCE

The Director of Construction and Maintenance may call a prework conference prior to Contractor's commencement of work to review the proposed work activities and events with the Contractor and, if applicable, utility companies or others involved.

4.2 BEGINNING WORK

The Contractor shall commence work within the number of calendar days required by the Contract, measured from the date the Notice to Proceed has been issued. The term of the Contract will begin on the date established in the Notice to Proceed.

4.3 SUBLETTING OF CONTRACTS

The Contractor shall not sublet, assign or otherwise dispose of the Contract or any portion thereof, or of the Contractor's right, title or interest therein without written approval by the Director of Construction and Maintenance. With the Director of Construction and Maintenance's written consent, the Contractor will be permitted to subcontract a portion of the work not to exceed forty-nine percent (49%) of the total Contract Amount.

4.4 STATUS OF WORK

The Contractor shall keep the Authority advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with representatives of the Authority. The Authority or Contractor may request and be granted a conference with the other party.

4.5 OPERATIONS

- (1) The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.
- (2) No work shall be performed on Sunday, Thanksgiving Day, Christmas Day, New Year's Day, Independence Day or Labor Day. When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday. Work may only be performed during prohibited times with written permission from the Director of Construction and Maintenance, or in circumstances of an emergency.
- (3) In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the Director of Construction and Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.
- (4) Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:
 - (i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or

- (ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

The Director of Construction and Maintenance will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by the Authority.

4.6 SUSPENSION OF WORK

The Authority 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.

4.7 DEFAULT AND TERMINATION

- (1) The Authority reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of the Authority requires such termination or suspension. In such circumstances, the Authority shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension. In the circumstance where the Contractor was not in default, the Contractor will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on bid item prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed.
- (2) If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of the Authority reasonably exercised, the Authority may give notice of default in writing to the Contractor stating the nature of the default and providing the amount of time which will be allowed to correct the default.

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

If the Contract is declared in default, the Authority may take over the work covered by the Contract.

Upon declaration of default and termination of the Contract, the Authority will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the Director of Construction and Maintenance are required for Contract completion. All costs and charges incurred by the Authority 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 be liable and shall pay the Authority the amount of the excess.

If, after the default notice curative period has expired, but prior to any action by the Authority to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with the Authority's requirements, the Authority may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of the 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 Contractor under the Contract.

The Authority shall have no liability for profits related to unfinished work on a Contract terminated for default.

4.8 PREVAILING PARTY ATTORNEY'S FEES

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's work hereunder) results in 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.

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 Authority, failing which the Authority will be deemed the prevailing party in such litigation.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the Authority (exclusive of interest, costs or expenses) on claims asserted by the Authority 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).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the Authority by the Contractor (disputed by the Authority) 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 Authority 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).

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 Authority through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

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

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

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, the Authority 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.

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.

5. PAYMENT AND BUDGET CONSIDERATIONS

5.1 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for all costs of the work performed under the Contract.

5.2 REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

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

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

5.3 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

The Florida Transportation Code, Section 337.11, subsection 8, requires that, prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the contract have received their pro rata share of previous progress payments from the prime contractor for all work completed and materials furnished the previous period. This certification shall be in the form designated by the Authority. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Authority and work done under equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and materials suppliers having an interest in the Contract receive their share of the payments due. The Authority will not make any progress payments after the initial partial payment until the Contractor certifies that he/she has disbursed to all subcontractors and suppliers having an interest in the Contract their pro rata shares of the payment out of previous progress payments received by the Contractor, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Authority and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of

Disbursement of Previous Payments form, supplied by the Authority, with each payment request after the initial request.

5.4 BUDGET LIMITATIONS

The Contract is governed by budgetary restrictions and the actual reimbursement to the Contractor will be based on the unit prices of the actual amount of work authorized and approved by the Director of Construction and Maintenance. Final reimbursement may be less than the Contract Amount since all quantities are estimated and no quantities are guaranteed.

5.5 RENEWAL OPTION

The Contract has a renewal option. Renewals will be on an annual basis not to exceed two (2) one year renewals, or for a period no longer than the term of the original Contract, whichever period is longer; subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original Contract. Exercise of the renewal option will be made at the discretion and election of the Authority. However, if the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that the Authority's unilateral exercise of renewal would be inequitable, then the Contractor may terminate the renewal. If the Contractor elects to terminate the renewal it must do so within five (5) days of the renewal exercise.

5.6 WORK ORDER ALLOWANCE

The Authority has established a work order allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated following new construction areas. Payment will be made to the Contractor from the Work Order Allowance for additional work activities authorized and accepted by the Director of Construction and Maintenance. Any amount remaining in the allowance upon completion and acceptance of the project remains the property of the Authority.

In order for the Authority to accurately estimate the financial impact of possible work order allowance projects, the Contractor shall provide unit costs on the line items in the Bid Form for the following:

- Cost to provide and install grass carp (cost per fish).
- Cost to provide labor, materials, equipment, and incidentals necessary for the construction of an outflow structure barrier (for ponds to receive grass carp).
- Cost per acre for total pond application to eradicate hydrilla
- Cost per acre for edge of pond application to eradicate hydrilla

These unit costs shall remain firm and fixed throughout the one year term of the Contract.

END OF SECTION

SCOPE OF SERVICES
AQUATIC VEGETATION CONTROL
CONTRACT NO. ~~000938~~ 001003^a

1.0 PROJECT OVERVIEW

The intent of the work is to keep all of the waterways identified in Attachment No. 1 free of vegetation at all times. There are currently one hundred and fifty three (153) retention ponds located within the limits of the Project. The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of aquatic herbicide applications to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beach Line Expressway), S.R. 429 (Daniel Webster Western Beltway), and S.R. 414 (John Land Apopka Expressway) and identified in Attachment No. 1, Aquatic Vegetation Control Reference Maps, attached to this Scope of Services. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform an initial aquatic herbicide application and follow up applications as necessary to eradicate existing hydrilla in a limited number of ponds as specified in the Scope of Services subsection 5.2.

2.0 GENERAL REQUIREMENTS

2.1 Contractor's Personnel, Subcontractors and Subconsultants

- 2.1.1 Contractor shall possess the Florida Department of Agriculture's Commercial Applicator Certification License for use of restricted pesticides with aquatic herbicide category and shall retain the license during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll at the time of bid submittal.
- 2.1.2 Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and subconsultants having significant training, expertise, and experience in the maintenance areas or disciplines described herein and in the maintenance specifications.
- 2.1.3 The Contractor shall adhere to the Florida Statutes, Chapter 487 Pesticide Regulation and Safety, Part 1 Florida Pesticide Law, 487.1585, as amended, Duties of License with Respect to Unlicensed Applicators and Mixer-loaders and Field Workers.

(1) Each licensed applicator shall provide to each unlicensed applicator or mixer-loader working under his or her direct supervision adequate instruction and training so that the applicator or mixer-loader understands the safety procedures required for the pesticides that will be used. The applicator or mixer-loader shall be given this training before handling restricted-use pesticides. This training shall

be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mixer-loaders at any given time.

(2) Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the workers' direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period.

- 2.1.4 The Contractor shall provide sufficient qualified manpower as necessary to perform the Contract specified tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the Authority's Director of Construction and Maintenance and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor must be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract, shall be proved at no additional cost to the Authority.
- 2.1.5 The Contractor shall designate a project manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact between the Authority and the Contractor. This individual shall maintain a means of being contacted by the Authority (pager or cellular phone). The Contractor's project manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be on-site during the performance of the Contract specified tasks.

2.1.6 Responsibility for Damages

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

3.0 MAINTENANCE OPERATIONS AND PROCEDURES

3.1 Operation Procedures

- 3.1.1 Prior to the performance of the initial waterway maintenance cycle, the Contractor shall meet with the Authority's Director of Construction and Maintenance to confirm the limits of work, review the Contract documents, and answer any questions as necessary.
- 3.1.2 The Authority will forward a set of keys to the Contractor to allow access to ponds which may be within fenced in right of way areas. The Contractor shall return the set of keys at the completion of the Contract.
- 3.1.3 There are mitigation ponds located in Authority right of way that are not maintained under this Contract. Those ponds are typically enclosed by chain link fencing with identifying signage. The Contractor shall verify waterways to be treated using the reference maps.
- 3.1.4 The Contractor shall perform the waterway maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall first notify the Authority's Director of Construction and Maintenance of its intentions at least 48 hours prior to the date of the intended work. The Contractor shall also provide the name and contact cell phone number of the individual who will be supervising the work if the Contractor's project manager does not intend to be on-site.
- 3.1.5 One week prior to the beginning of each waterway maintenance cycle, the Contractor shall submit to the Authority's Director of Construction and Maintenance, via fax or email, a proposed maintenance schedule listing the dates and locations where maintenance activities shall occur. The Contractor shall promptly notify the Director of Construction and Maintenance of any changes to the forwarded schedule. No chemical applications shall be performed without prior notification given to the Director of Construction and Maintenance.
- 3.1.6 The following roadside operational safety procedures must be adhered to at all times by Contractor and subcontractor personnel:
 - Signage for vehicles operating on roadside shoulder - placement of temporary Maintenance of Traffic (M.O.T.) devices shall comply with the FDOT Design Standards, January 2010 edition, Drawing No. 600 series as a minimum requirement. In addition, the Authority requires that any stationary work activity occurring on the expressway highways or ramps shall require the placement of a temporary M.O.T. sign at a minimum of 500' behind the vehicle and a maximum of 1,500' behind the

vehicle. Signs must be moved forward as vehicle moves. Cones must be placed at a taper behind vehicles and kept off of edge of lane striping.

- Flashing amber lights on vehicles operating on roadside shoulder must be on and visible at all times while stationary or moving below the minimum speed limit.
- Vehicles operating on the roadside shoulder must be located a minimum of 2' from the travel lane. Vehicles shall be located outside of the clear zone were ever possible (see FDOT Design Standards, January 2010 edition, Drawing No. 700 for conditions and distances).
- No equipment shall be parked on the Authority's right-of-way overnight.
- No equipment shall be parked in the median regardless of the width of the median.
- U- turns shall not be performed across medians, at toll plazas, or under overpasses. Vehicles must use interchanges for such purposes.

3.1.7 The personnel performing these services shall be under the sole responsibility of the Contractor and shall be competent, experienced, and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms.

3.1.8 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees shall wear name tags with photo identification. In addition, a list of such employees shall be provided to the Authority prior to beginning work under the Contract.

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

4.0 CHEMICAL APPLICATIONS

4.1 The Contractor shall perform all chemical applications in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein.

4.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida for aquatic applications. Prior to the first use of a product on the Expressway system, the Contractor shall submit to the Authority's Director of Construction and Maintenance for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).

- 4.3 The Contractor shall use equipment specifically designed for commercial application of herbicides. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the Authority's Director of Construction and Maintenance.
- 4.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the Authority and its representatives for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- 4.5 The Contractor shall prepare a Pesticide Application Record reporting the herbicide application activities performed and submit the report with each invoice. Herbicide applications shall be reported with quantities of material applied per location as described below:
- S.R. 408 – Clark Rd. to East S.R. 50
 - North S.R. 417 – S.R. 417 / S.R. 528 Interchange to Seminole County Line
 - South S.R. 417 – Narcoossee Rd. to International Dr.
 - S.R. 528 – Boggy Creek Rd. to S.R. 520
 - S.R. 429 – Seidel Rd. to S.R. 441
 - S.R. 414 – S.R. 429 to S.R. 441
- 4.6 The Contractor shall keep daily herbicide application records on file for the duration of the contract and provide these records to the Authority in accordance with section 3.11 of the General Specifications.
- 4.7 The Contractor shall prevent over spray of herbicides from damaging adjacent desirable turf, shrubs, and trees. Over spray contact with the public, their property or pets shall be strictly avoided. The Contractor shall be solely responsible for any damages resulting from his actions or the actions of his subcontractors or sub-consultants.

5.0 AQUATIC VEGETATION CONTROL

- 5.1 The Contractor shall perform eight (8) aquatic herbicide application cycles (March, May, June, July, August, September, October and November), unless directed otherwise by the Authority's Director of Construction and Maintenance, to control all emergent vegetation and floating vegetation (including Filamentous Algae, Salvinia, and Duckweed) located within the ponds indicated in the Aquatic Vegetation Control Reference Maps (Attachment No. 1). Treat all vegetation located within each water body up to the high water line. Dying biomass may remain in place.

- 5.2 The Contractor shall perform an initial aquatic herbicide application in April to eradicate existing hydrilla in the ponds listed in Exhibit "A" Hydrilla Pond List as shown below. Refer to Attachment No. 1 Aquatic Vegetation Control Reference Maps for locations. Required applications are listed as either edge treatments of varying widths or as total pond treatments. Acreage totals listed are estimates, contractor to field verify. Follow up applications shall be promptly performed as necessary, following the initial application, to provide a sufficient kill. The Authority's Director of Construction and Maintenance shall inspect the treated ponds 3-4 weeks following the completion of the final application to determine if a sufficient kill was achieved. Any additional herbicide application required at that time will be performed by the Contractor at no additional cost to the Authority.
- 5.3 Each application cycle for the system shall be completed within 21 calendar days after the start of the cycle. Each cycle shall be completed in its entirety before beginning any subsequent cycle.
- 5.4 No copper based products are to be used during any application performed as part of this Contract.
- 5.5 The Contractor shall notify the Authority's Director of Construction and Maintenance upon completion of each cycle. Inspections may be performed within five (5) to seven (7) days of completion of a cycle. The Director of Construction and Maintenance will notify the Contractor of any areas that were missed or need to be re-treated for satisfactory control. Upon notification, the Contractor shall promptly re-treat identified areas. The Contractor shall notify the Director of Construction and Maintenance upon completion of any directed re-treatment.

Exhibit "A" Hydrilla Pond List

Pond No.	App. Type	Acreage	Pond No.	App. Type	Acreage
408-2	Total	1.75	417-53	20' Edge	0.65
408-3	20' Edge	0.50	417-55	Total	0.35
408-4	Total	2.10	417-56	20' Edge	0.50
408-5	10' Edge	0.25	417-62	Total	0.65
408-14	Total	0.75	417-63	Total	0.50
408-17	30' Edge	1.50	417-64	Total	0.50
			417-65	Total	0.75
417-4	20' Edge	0.90	417-73	Total	0.75
417-5	15' Edge	0.80	417-74	40' Edge	1.25
417-6	30' Edge	1.20	417-75	Total	0.75

417-7	20' Edge	0.50	417-79	Total	4.00
417-9	10' Edge	0.75			
417-10	Total	4.25	528-1	Total	0.50
417-11	15' Edge	0.60	528-3	Total	0.60
417-18	Total	0.25	528-4	Total	0.85
417-20	14' Edge	0.50	528-6	Total	0.85
417-23	10' Edge	0.35	528-7	Total	0.90
417-24	30' Edge	1.25	528-8	Total	0.25
417-27	20' Edge	0.65	528-11	15' Edge	0.50
417-30	Total	1.35			
417-31	Total	2.25	429-1	Total	2.00
417-35	Total	0.50	429-24	15' Edge	0.75
417-37	Total	0.25	429-26	30' Edge	2.00
417-51	Total	0.25			

Total Acreage of Pond Edge Application	15.40	ac
Total Acreage of Total Pond Application	27.90	ac

6.0 LITTER REMOVAL

- 6.1 If directed to do so by the Authority's Director of Construction and Maintenance the Contractor shall remove all non-hazardous items floating or partially submerged within the waterways specified. Litter shall include but not be limited to glass, cans, plastic and paper products, palm fronds, etc. If directed, the Contractor shall remove all litter located along pond edges below the high water line. All costs for pickup and removal of litter and debris shall be paid for as additional work. Prior to performing the work, the Contractor shall submit a price proposal to the Director of Construction and Maintenance for approval.
- 6.2 All collected litter shall be removed daily. No collected litter is to be left on the project property overnight.
- 6.3 Upon receipt of notification of the completion of the requested work, the Authority will inspect the waterways and notify the Contractor of any areas that are found to be incomplete and require additional litter removal.
- 6.4 The Contractor shall not be required to remove any litter that occurs in the designated waterways after the Authority has inspected and approved the previous litter removal cycle.

END OF SECTION



Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

TO:	All Potential Bidders of Record
FROM	Claude Miller, Director of Procurement
DATE:	November 23, 2010
SUBJECT:	Contract No. 000938 ⁰⁰¹⁰⁰³ , Aquatic Vegetation Control - Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated October 2010, 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 2 pages.

CHANGES TO THE SCOPE OF SERVICES

1. On page SS-1, **delete** the language under subarticle 2.1.3 in its entirety and **insert** the following new language in its place:

“The Contractor shall adhere to the Florida Statutes, Chapter 487 Pesticide Regulation and Safety, Part 1 Florida Pesticide Law, 487.1585, as amended, Duties of License with Respect to Unlicensed Applicators and Mixer-loaders and Field Workers -

(1) Each licensed applicator shall provide to each unlicensed applicator or mixer-loader working under his or her direct supervision adequate instruction and training so that the applicator or mixer-loader understands the safety procedures required for the pesticides that will be used. The applicator or mixer-loader shall be given this training before handling restricted-use pesticides. This training shall be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mixer-loaders at any given time.

(2) Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the workers' direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period.”

RESPONSES TO QUESTIONS

2. The following questions were received from planholders of record. The Authority's response follows each question.

Q001: Are the construction of the structures guaranteed, or is it conditional? If so under what conditions will I be ask to build them. Are there specifications to which they must be done? Particular size, material etc..... as that will have a direct bearing on my bid price.

Response: Bidders are being asked to submit a price range for the outflow barrier structure that may be purchased if the Authority decides to pursue introducing grass carp into a retention pond(s). The bidder may choose not to submit prices at this time for the outflow barrier structure and wait until a specific pond is identified and a price is requested from the contractor. The Authority reserves the right to purchase this item from another contractor if the Authority deems it to be in their best interest.

Q002: Am I being ask under the contract to replace any grass carp that die? What is the avg. no. of carp your contractors are asked to supply? Or is it only under certain circumstances that it would be ask of me?

Response: The Authority has not introduced any grass carp into any retention pond to date; however, the Authority may introduce them in the future and would like to identify pricing. If grass carp are purchased it would be with no warranty so no replacements would be required for carp that die.

Q003: I wanted to know if there is a budget for this project and if a bid bond is required?

Response: The range is between \$100K and \$130K. No bid bond is required.

END OF ADDENDUM NO. 1



Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

TO: All Planholders of Record
FROM: Claude Miller, Director of Procurement
DATE: February 27, 2013
SUBJECT: Aquatic Vegetation Control – Contract No. ~~000938~~,
Addendum No. 2

001003 *u*

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated February 2013, 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 2 pages.

PRE-BID MEETING CLARIFICATION

1. The advertisement, page ITB-3, first paragraph, **delete** “mandatory” from the first sentence and **delete** the last sentence in its entirety.

RESPONSES TO QUESTIONS RECEIVED

2. The following question was received from a planholder of record. The Authority’s response follows the question.

Q001: Other than Hydrilla, are there other types of submersed weeds being treated within the ponds indicated on the Hydrilla Pond List?

R: No

Q002: If Hydrilla is observed within a pond not indicated on the Hydrilla Pond List, how does the contractor respond?

R: The Contractor is not responsible for the control of Hydrilla in a pond not listed on the Hydrilla Pond List unless directed to perform an application (either edge or total pond) by the Landscape Supervisor. The directed application will be paid for out of the Work Order Allowance with the price being based on the unit cost per acre (either edge or total pond) as stated in the submitted Bid Form. It is understood that multiple applications may be required to effectively control the Hydrilla.

Q003: Does the contractor treat other submersed weeds (i.e. slender spikerush, Vallisneria, pondweeds) within ponds that are not on the Hydrilla Pond List?

R: No

END OF ADDENDUM NO. 2

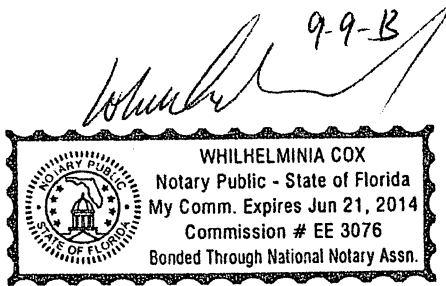
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF Florida
COUNTY OF Seminole

BEFORE ME, this day, personally appeared AAaron J Church,
(Contractor's Name)

who says that all of the vehicles operated or caused to be operated by said Contractor, are registered in the State of Florida, in accordance with Section 337.11(13) F.S. (2010).



C Church
(Contractor's Signature)

Typed Name: AARON CHURCH

Position: PRESIDENT

Company Name: SOUTHERN ACQUATIC MANAGEMENT, INC.

Company Address: 1980 DELICATED PL. STE 1048
SANICHO, FL 32771

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 9/9/13 by
(Date)

AARON CHURCH, PRESIDENT
(Name of Officer or agent, title of officer or agent)

of SOUTHERN MOBILE MANAGEMENT, LLC, a
(Name of Corporation acknowledging)

FLORIDA corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced C620-D10-77-145-D
(Type of identification)

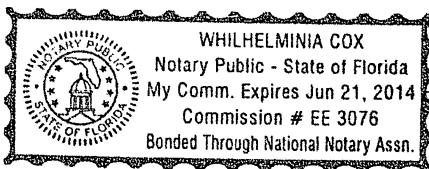
as identification and did (did not) take an oath.

Whilhelminia Cox Notary Public, Commission No. EE 3076

Whilhelminia Cox (Name of Notary typed, printed or stamped)

9-9-13

Title or Type of Document Florida Driver's License (Optional)



Number of Pages _____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

(SEAL ABOVE)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AQUATIC VEGETATION CONTROL

CONTRACT NO. ~~00058~~ 001003

PROPOSAL OF

SOUTHERN AQUATIC MANAGEMENT, INC.

(Name)

1980 DOUGHER PLACE, STE 1048 SANFORD, FL 32771 407-416-3482

(Address)

(Telephone No.)

Submitted 3/6/13

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Bidding Documents and the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Bidding Documents and the requirements under them of the Authority, for the unit prices shown on the Bid Form.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. 1 Dated 2/25/13 Bidder and/or Representative Initial AL

Addendum No. 2 Dated 2/27/13 Bidder and/or Representative Initial AL

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

SOUTHERN AQUATIC MANAGEMENT, INC.

Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to execute the Contract within 5 calendar days after the date on which the notice of award has been given, and to fully complete all work within the time specified. It is understood and agreed that the date on which calendar days will begin to be charged to the project will be the date designated in the Notice to Proceed.

The undersigned acknowledges that the Orlando-Orange County Expressway 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.

The undersigned confirms that it possess the Florida Department of Agriculture's Commercial Applicator Certification License for use of restricted pesticides with aquatic herbicide category and has attached a copy of the current license to this Proposal.

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SOUTHERN AGRICULTURAL MANAGEMENT, INC.

Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error or omission in my (our) preparation of same.

CORPORATION:

Dr. C. L. Aaron Church
Principal (Bidder)

By: PRESIDENT
President or Vice President

Attest: R. J. Smith
Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

Principal (Bidder)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

Principal (Bidder)

Signature: (1) _____
Co-Partner or General Partner

Signature: (2) _____
Co-Partner or General Partner

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

(If Partnership, list names and address of each partner on a separate sheet)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.oocaa.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

SOUTHERN AQUATIC MANAGEMENT, INC.
Company Name

By: C. C. Aaron Church

Title: President

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

**** BID FORM ****
AQUATIC VEGETATION CONTROL - OCEA CONTRACT NO. 000938

P-5

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	UNIT PRICE (NUMERICAL)	TOTAL COST
1	8	CYC	AQUATIC HERBICIDE APPLICATION - EMERGED AND FLOATING VEGETATION (SR 408, SR 429, SR 528, SR 417, SR414)	\$ <u>7,200.00</u>	\$ <u>57,600.00</u>
2	3	CYC	AQUATIC HERBICIDE APPLICATION - SUBMERGED VEGETATION CONTROL	\$ <u>17,640.00</u>	\$ <u>52,920.00</u>
3	500	EA	TRIPLOID GRASS CARP	\$ <u>7.00</u>	\$ <u>3,500.00</u>
4	30	EA	OUTFLOW STRUCTURE BARRIER	\$ <u>150.00</u>	\$ <u>4,500.00</u>
7	N/A	N/A	WORK ORDER ALLOWANCE	N/A	\$30,000.00
TOTAL BID					\$ <u>148,520.00</u>

Below is a list of two (2) items that may be purchased under the work order allowance and are being included to establish unit prices for said items during the term of the Agreement
The Authority reserves the right to purchase the below items from other contractors if deemed in the Authority's best interest.

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	UNIT PRICE (NUMERICAL)
1	1	ACRE	TOTAL POND HERBICIDE APPLICATION FOR HYDRILLA CONTROL	\$ <u>225.00</u>
2	1	ACRE	EDGE OF POND HERBICIDE APPLICATION FOR HYDRILLA CONTROL	\$ <u>225.00</u>

Submitted by:

Contractor Name: SOUTHERN AQUATIC MANAGEMENT, INC.

Addendum 1
February 25, 2013

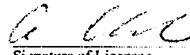
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM14715

CHURCH, AARON JONATHAN
42320 ROYAL TRAILS RD
EUSTIS, FL 32736

Categories
5A, 6, 21

Issued: June 28, 2013

Expires: May 31, 2017


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

VOID

VOID