


# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: September 23, 2014

RE: Award of Contract  
S.R. 528, S.R. 429, S.R. 451 and S.R. 414 Landscape Maintenance  
Contract No. 001050

In accordance with the approved Procurement Policy and Procedure for an invitation to bid, the Procurement Department opened sealed bids for the referenced project on September 17, 2014. This project will provide landscape and turf maintenance, mowing, fertilizer application, insect/disease control, tree pruning, tree removal, watering, edging, mulching, irrigation system maintenance and litter removal along the referenced roadways for a three-year period.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Commercial Companies, Inc.	\$5,177,540.00
2.	Groundtek of Central Florida, LLC	\$6,640,402.74

The cost estimate for this maintenance project is \$5,518,145.61.

The Procurement Department has evaluated both bids and has determined that both bids are responsible and responsive to the bidding requirements. Since less than three bids were received, the Procurement Procedures Manual requires that the Deputy Executive Director and the Director of Procurement meet to discuss the Authority's options to either reject the bids and re-bid the project or recommend award of the contract. That meeting took place on September 17, 2014, with the Director of Construction and Maintenance representing the Deputy Executive Director and the Manager of Procurement representing the Director of Procurement. The results of the meeting were included in a memo to the Interim Executive Director recommending that the contract be awarded to Commercial Companies, Inc. The Interim Executive Director accepted the recommendation.

Board award of the contract to Commercial Companies, Inc., is hereby requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Ben Dreiling, Director of Construction and Maintenance  
Contract File

**MEMORANDUM**

**TO:** Joseph A Berenis, P.E.  
Interim Executive Director

**FROM:** Ben Dreiling, P.E.  
Director of Construction and Maintenance

Robert Johnson  
Manager of Procurement

**SUBJECT:** S.R. 528, S.R. 429 and S.R. 414 Landscape Maintenance  
Contract No. 001050  
Recommendation for Award of Contract

**DATE:** September 17, 2014

On September 17, 2014, two (2) sealed bids were opened for the subject project:

<b><u>Bidder</u></b>	<b><u>Bid Amount</u></b>
1. Commercial Companies, Inc.	\$5,177,540.00
2. Groundtek of Central Florida, Inc.	\$6,640,402.74

The Cost Estimate for the project prepared by the Maintenance Department is \$5,518,145.61.

The low bid was reviewed by the Procurement Department and was found to be responsible and responsive to the bidding requirements. Since this was a lump sum bid for maintenance work, the Landscape Architect reviewed the schedule of values and reported that the prices for the items of work included in the lump sum bid were very favorable for the Authority when compared to prices currently being paid for similar items under the other landscape maintenance contract that was awarded in 2011.

Since less than three bids were received, the Procurement Procedures Manual requires that the Deputy Executive Director and the Director of Procurement meet to discuss the Authority's options to either reject the bids and re-bid the project or recommend award of the contract. That meeting took place on September 17, 2014, with the Manager of Procurement representing the Director of Procurement and the Director of Construction and Maintenance representing the Deputy Executive Director.

During the meeting we noted that 12 contractors had registered as "primary" to download the bid documents from the Procurement web site. Of these 12, only 3 met the bidding requirement for certification by the Florida Nursery, Growers and Landscape Association (FNGLA) as a Landscape Contractor and of those 3 only 2 submitted bids. The one who did not submit a bid, Servello and Son, indicated that they decided not to bid at this time. Additionally, during the bidding process, the CFX Procurement Department notified Valleycrest, a FNGLA certified landscaper of the solicitation to encourage them to participate who stated that they were not equipped to do highway work.

We considered these facts, the cost to re-bid the project, and whether or not a re-bid would result in more bids and a lower price. Based on these considerations, it is our opinion that rebidding the project would not be in the best interest of the Authority since it probably would not result in more bids or a lower price. Therefore, in accordance with Article V, Procurement Processes, of the Procurement Procedures Manual, we jointly recommend award of Contract No. 001050 to Commercial Companies, Inc.

Accept Recommendation ☒ Reject Recommendation ☐

Joseph A. Berema  
Interim Executive Director

If rejected, reason(s) for rejection:

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## CONTRACT

This Contract No. 001050 (the "Contract"), made this 9<sup>th</sup> day of October, 2014, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and COMMERCIAL COMPANIES, INC., 1555X Dopey Drive, Lake Buena Vista, Florida 32830, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of 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. 001050, S.R. 528, S.R. 429, S.R. 451, and S.R. 414 Landscape Maintenance, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three (3) years with renewal options. The Contract Amount is \$5,177,540.00. This Contract was awarded by the Authority's Board of Directors at its meeting on October 10, 2014.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda, modifying the Scope of Services or other Contract Documents,
4. The Scope of Services, including Attachments,
5. The Method of Compensation, 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.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

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

COMMERCIAL COMPANIES, INC.

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

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

\_\_\_\_\_  
Title

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

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

Approved as to form and execution, only.

General Counsel for the AUTHORITY

\_\_\_\_\_

## MEMORANDUM OF AGREEMENT

### PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING *September 18, 2014*

This PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING MEMORANDUM ("Memorandum") for the *SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance* is made and entered this 18 day of *September, 2014* by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Authority"), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963 and the apparent successful responsive bidder, *Commercial Companies, Inc.* ("Contractor"), a Florida corporation with offices at *1555X Dopey Drive, PO Box 220550, Lake Buena Vista* (Individually, Party and collectively, Parties)

#### WITNESSETH THAT:

**WHEREAS**, the Authority will enter into an agreement with *Commercial Companies, Inc.* to maintain *SR 528, SR 429, SR 451, and SR 414*, pursuant to the execution of this Memorandum;

**WHEREAS**, the Authority has solicited the Services of the Contractor to provide labor, equipment and materials ("Services") to maintain *SR 528, SR 429, SR 451, and SR 414 Landscape*, and the Contractor has agreed to provide such Services in accordance with their tender of September 17, 2014.

**WHEREAS**, the Section generally consists of the construction of the *SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance*, which includes *SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance*.

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

**NOW, THEREFORE**, the Parties mutually agree as follows:

#### 1. PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING

A meeting was held on *September 18, 2014* between 1130-1230 hrs in accordance with Paragraph 3.4, Page GS-37, Errors or Omissions in Plans or Specifications, of the Invitation to Bid, Instructions to Bidders, General Specifications, Technical Specifications, Special Provisions, Contract and Public Construction Bond for *SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance* dated together with Addendum No. 1. The purpose of this meeting was to address all questions or differences in interpretations of the documents and to provide clarifications. The Contractor's key personnel together with the Authority's representatives, as identified in Attachment A, List of Attendees attended this meeting.

#### 2. PROCEDURES

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

**3. ITEMS DISCUSSED AND AGREED TO**

- A. *The Contractor acknowledged that although no dollar amount was listed for SR 414 Annual Pine Straw bark mulch application in the submitted bid form, the costs to provide the services are included in the Contract total bid.*
- B. *If required due to a lack of previous maintenance prior to Contract start, clean-up of the existing limits of work (including weeding, litter/debris removal, mowing/ edging/ trimming, etc.) will be performed by the Contractor as directed by the CFX Landscape Architect at a negotiated price, and paid for from the Work Order/ New Construction Allowance.*
- C. *The requested start date of Monday, November 3, 2014 is approved contingent upon CFX Board Approval and successful execution of the Contract documents.*

**4. EXECUTION**

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

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

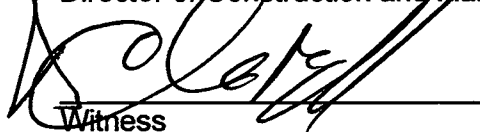
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:



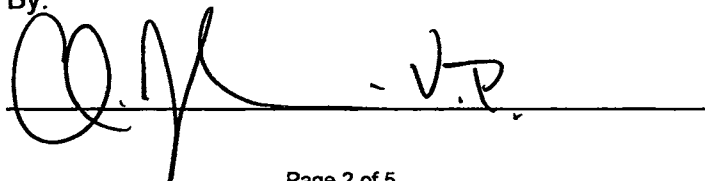
BR Bernard V. Dreiling, P.E.

Director of Construction and Maintenance

  
Witness

**Commercial Companies, Inc.**

By:

  
V.P.

Collin Johnson  
Vice President

  
\_\_\_\_\_  
Witness

This MOA is considered the written minutes for this duly noticed meeting held on September 18, 2014, commencing at 1130hrs. at the CFX Administrative Bldg., Orlando, Florida. In accordance with FS 286.013(b)1 and FS 286.0113(2)(c)1 this meeting was exempt from the public and recorded in its entirety .

# ATTACHMENT A

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance PROJECT NUMBER: 0001050 PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING

### LIST OF ATTENDEES

[Date of Meeting]

NAME	ADDRESS	PHONE/FAX
1 Colin Johnson	15557 Dopey Dr. Lake Zena Villa, P.O. Box 22050 FL 32830	407-988-9600
2 Donnie Veezy	"	407-938-9600
3 BEN BAKER	482 S. KELLER ROAD ORLANDO, FL 32810	407-806-4272
CHRIS BLOODWELL	CFX	407-625-8625
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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

<b>TO:</b>	All Planholders of Record
<b>FROM</b>	Claude Miller, Director of Procurement
<b>DATE:</b>	August 22, 2014
<b>SUBJECT:</b>	S.R. 528, S.R. 429, S.R. 451, AND S.R. 414 LANDSCAPE MAINTENANCE; Contract No. 001050, – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated August 2014, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page and the following attachment: revised Bid Form.

## **CHANGES TO THE PROPOSAL**

1. **Discard** the original copy of the Bid Form and **replace** it with the revised electronic copy of the Bid Form (Bid Form 001050A1.xls) included with this Addendum. Failure to submit the revised bid form will deem said bid as non-responsive.

## **CHANGES TO THE SCOPE OF SERVICES**

2. On page SS-65, section 11.1; **delete** the last sentence "Payment for the directed plant replacements..." in its entirety.

END OF ADDENDUM NO. 1

S.R. 528 (Beach Line Expressway)						
Turf Management Costs						
Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty			Total Cost / 3 Years
1. Mowing, Edging, Trimming, Clipping Clean Up						
A. Main Toll Plazas (40 Cycles)	50,500 sf	120	6,060,000 sf	\$		
2. Litter Removal						
A. Main Toll Plazas (40 Cycles)	50,500 sf	120	6,060,000 sf	\$		
3. Insect/Disease Control						
A. Main Toll Plazas - Fireants	50,500 sf	51	2,575,500 sf	\$		
4. Weed Control						
A. "No-Mow" Areas (3 cycles)						
A.1 S.R. 528 / Tradeport Drive	15,000 sf	9	135,000 sf	\$		
A.2 S.R. 528 / S.R. 417 Interchange	61,000 sf	9	549,000 sf	\$		
A.3 S.R. 528 / Goldenrod Rd	214,500 sf	9	1,930,500 sf	\$		
A.4 S.R. 528 / Dallas Blvd.	34,500 sf	9	310,500 sf	\$		
5. Fertilization						
A. Toll Plazas (16-0-8) (1 cycle)	50,500 sf	3	151,500 ea	\$		
B. Fertilizer Analysis (16-0-8) (1 test)	1 ea	3	3 ea	\$		
S.R. 528 Turf Management Total / 3 Years						0.00
Landscape Maintenance Costs						
Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty			Total Cost / 3 Years
1. 3 Week Maintenance (17 cycles)						
Weeding, Pruning, Staking, Litter / Debris Removal (17 cycles)	1,746,000 sf	51	89,046,000 sf	\$		
2. Pruning						
A. Shrub - Annual (1 cycle)	1,425,000 sf	3	4,275,000 sf	\$		
B. Palms (2 cycles)	22 ea	6	132 ea	\$		
C. Crape Myrtles (1 cycle)	3 ea	3	9 ea	\$		
3. Fertilization						
A. Fertilizer Analysis (13-2-13) (3 tests)	3 ea	9	27 ea	\$		
B. Ornamental Trees & Shrubs (13-2-13) (3 cycles)	1,746,000 sf	9	15,714,000 sf	\$		
C. Plumbago & Dune Sunflower (10-30-20) (6 cycles)	193,500 sf	18	3,483,000 sf	\$		
4. Weed Control						
A. Pre-Emergence Herbicide to Beds / Tree Rings (Pennant, Gallery) (2 cycles)	1,746,000 sf	6	10,476,000 sf	\$		
5. Mulch Application						
A. Pine Straw Mulch to Planting Beds & Tree Rings (1 cycle)	189,500 sy	3	568,500 sy	\$		
B. Bark Mulch to Beds / Tree Rings at Toll Plazas, Ramp Toll Booths (1 cycle)	4,000 sy	3	12,000 sy	\$		
6. Insect/Disease Control						
A. Fireant Control (Extinguish) (17 cycles)	1,746,000 sf	51	89,046,000 sf	\$		
B. Cord Grass, Fakahatchee Grass, Dwarf Fakahatchee Grass, Gulf Muhly Grass, Vetiver Grass (Ultra-Fine Oil) (1 cycle)	985,000 sf	3	2,955,000 sf	\$		
C. All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas (Ultra-Fine Oil) (2 cycles)	11,500 sf	6	69,000 sf	\$		
D. All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Dune Sunflower (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	20,500 sf	12	246,000 sf	\$		
E. All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Dune Sunflower (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (4 cycles)	20,500 sf	12	246,000 sf	\$		
F. All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Dune Sunflower (Heritage) (2 cycles)	20,500 sf	6	123,000 sf	\$		
G. All Plant Material (except ornamental grasses) at Main Toll Plazas and Oleander, Fakahatchee, Coontie, Fire Bush, Confederate Jasmine, and Plumbago (Merit 2F) (2 cycles)	491,500 sf	6	2,949,000 sf	\$		
H. All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Plumbago (Conserve SC) (2 cycles)	195,000 sf	6	1,170,000 sf	\$		
I. All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Plumbago (Ardent) (1 cycle)	195,000 sf	3	585,000 sf	\$		
J. All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas and Plumbago (Tristar & Lure) (1 cycle)	195,000 sf	3	585,000 sf	\$		
K. Confederate Jasmine (Ultra-Fine Oil) (2 cycles)	21,500 sf	6	129,000 sf	\$		
L. Confederate Jasmine (Ardent) (2 cycles)	21,500 sf	6	129,000 sf	\$		
M. Coontie (Ultra-Fine Oil) (4 cycles)	7,500 sf	12	90,000 sf	\$		
N. Fakahatchee Grass, Dwarf Fakahatchee Grass, Vetiver Grass - 2nd Prune (Ardent) (2 cycles)	220,000 sf	6	1,320,000 sf	\$		
O. Oleander (Ultra-Fine Oil) (1 cycle)	134,000 sf	3	402,000 sf	\$		
P. Oleander and Fire Bush (Bifen IT) (2 cycles)	150,000 sf	6	900,000 sf	\$		
Q. Plumbago (Ultra-Fine Oil) (2 cycles)	157,000 sf	6	942,000 sf	\$		
R. Crape Myrtles (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	3 ea	12	36 ea	\$		
S. Crape Myrtles (Heritage) (2 cycles), (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (2 cycles)	3 ea	12	36 ea	\$		
T. Crape Myrtles (Merit 2F) (2 cycles)	3 ea	6	18 ea	\$		
U. Crape Myrtles (Tristar) (2 cycles)	3 ea	6	18 ea	\$		
V. Magnolias (Kocide 101) (2 cycles)	95 ea	6	570 ea	\$		
W. Magnolias (Ultra-Fine Oil &	95 ea	9	855 ea	\$		
X. Pindo Palms - (Subdue Maxx) (4 cycles)	22 ea	12	264 ea	\$		
Y. Pindo Palms - (Banrot 40WP) (4 cycles)	22 ea	12	264 ea	\$		
Z. Pindo Palms - (Merit 2L) (2 cycles)	22 ea	6	132 ea	\$		
7. Irrigation System						
A. Inspection & Maintenance at (1) Main Toll Plaza (1 per month)	1 ea	36	36 ea	\$		
B. Report (1 per month)	1 ea	36	36 ea	\$		
S.R. 528 Landscape Maintenance Total / 3 Years						0.00

S.R. 429 / S.R. 451 (Daniel Webster Western Beltway)						
Turf Management Costs						
	Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty		Total Cost / 3 Years
1.	Mowing, Edging, Trimming, Clipping Clean Up					
A.	Main Toll Plazas (40 Cycles)	445,000 sf	120	53,400,000 sf	\$	
2.	Litter Removal					
A.	Toll Plazas (40 Cycles)	445,000 sf	120	53,400,000 sf	\$	
3.	Insect Control					
A.	Toll Plazas - Fireants (Extinguish) (17 cycles)	445,000 sf	51	22,695,000 sf	\$	
4.	Weed Control					
A.	"No-Mow" Areas (3 cycles)					
A.1	SR 451 / SR 441 - East & West Slopes	80,000 sf	9	720,000 sf	\$	
A.2	Pond buffers @ West 429 / SR 50 R.O.W.	32,000 sf	9	288,000 sf	\$	
A.3	Buffer @ East 429 / SR 50 R.O.W.	37,000 sf	9	333,000 sf	\$	
A.4	SR 50 Interchange Slopes	255,000 sf	9	2,295,000 sf	\$	
A.5	Florida Turnpike - Stoney Brook West Rd	160,000 sf	9	1,440,000 sf	\$	
A.6	Stoney Brook West Rd - SR 535	86,000 sf	9	774,000 sf	\$	
A.7	SR 535 - Independence MTP	11,000 sf	9	99,000 sf	\$	
5.	Fertilization					
A.	Main Toll Plazas (16-0-8) (1 cycle)	445,000 sf	3	1,335,000 sf	\$	
S.R. 429 / S.R. 451 Turf Management Total / 3 Years						\$ 0.00
Landscape Maintenance Costs						
	Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty		Total Cost / 3 Years
1.	3 Week Maintenance (17 cycles)					
	Weeding, Pruning, Staking, Litter / Debris Removal	2,154,500 sf	51	109,879,500 sf	\$	
2.	Pruning					
A.	Shrub - Annual (1 cycle)	1,741,000 sf	3	5,223,000 sf	\$	
B.	Palms (2 cycles)	220 ea	6	1,320 ea	\$	
C.	Crape Myrtles (1 cycle)	125 ea	3	375 ea	\$	
3.	Fertilization					
A.	Ornamental Trees & Shrubs (13-2-13) (3 cycles)	2,154,500 sf	9	19,390,500 sf	\$	
B.	Plumbago, Lantana, Dune Sunflower (10-30-20) (6 cycles)	286,000 sf	18	5,148,000 sf	\$	
4.	Weed Control					
A.	Pre-Emergence Herbicide to Beds / Tree Rings (Pennant, Gallery) (2 cycles)	2,154,500 sf	6	12,927,000 sf	\$	
5.	Mulch Application					
A.	Pine Straw Mulch to Planting Beds & Tree Rings (1 cycle)	212,000 sy	3	636,000 sy	\$	
B.	Bark Mulch to Beds / Tree Rings at Toll Plazas, Ramp Toll Booths (1 cycle)	27,000 sy	3	81,000 sy	\$	
6.	Insect/Disease Control					
A.	Fireant Control (Extinguish) (17 cycles)	2,154,500 sf	51	109,879,500 sf	\$	
B.	Cord Grass, Fakahatchee Grass, Gulf Muhly Grass (Ultra-Fine Oil) (1 cycle)	1,100,000 sf	3	3,300,000 sf	\$	
C.	All Plant Material (except ornamental grasses) at Main Toll Plazas (Ultra-Fine Oil) (2 cycles)	14,500 sf	6	87,000 sf	\$	
D.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Lantana, and Dune Sunflower (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	16,000 sf	12	192,000 sf	\$	
E.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Lantana, and Dune Sunflower (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (4 cycles)	16,000 sf	12	192,000 sf	\$	
F.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Lantana, and Dune Sunflower (Heritage) (2 cycles)	16,000 sf	6	96,000 sf	\$	
G.	All Plant Material (except ornamental grasses) at Main Toll Plazas and Oleander, Fakahatchee, Coontie, Fire Bush, Confederate Jasmine, Lantana, and Plumbago (Merit 2F) (2 cycles)	561,000 sf	6	3,366,000 sf	\$	
H.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Plumbago, and Lantana (Conserve SC) (2 cycles)	287,500 sf	6	1,725,000 sf	\$	
I.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Plumbago, and Lantana (Ardent) (1 cycle)	287,500 sf	3	862,500 sf	\$	
J.	All Plant Material (except ornamental grasses) at Main Toll Plazas, Plumbago, and Lantana (Tristar & Lure) (1 cycle)	287,500 sf	3	862,500 sf	\$	
K.	Confederate Jasmine (Ultra-Fine Oil) (2 cycles)	5,500 sf	6	33,000 sf	\$	
L.	Confederate Jasmine (Ardent) (2 cycles)	5,500 sf	6	33,000 sf	\$	
M.	Fakahatchee Grass, Vetiver Grass	115,500 sf	6	693,000 sf	\$	
N.	Oleander (Ultra-Fine Oil) (1 cycle)	113,500 sf	3	340,500 sf	\$	
H.	Oleander (Bifen IT) (2 cycles)	113,500 sf	6	681,000 sf	\$	
O.	Plumbago (Ultra-Fine Oil) (2 cycles)	283,500 sf	6	1,701,000 sf	\$	
P.	Crepe Myrtles (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	125 ea	12	1,500 ea	\$	
Q.	Crepe Myrtles (Heritage) (2 cycles), (mixture of 'Cleary's 3336' with 'Flowable Macozeb') (2 cycles)	125 ea	12	1,500 ea	\$	
R.	Crepe Myrtles (Merit 2F) (2 cycles)	125 ea	6	750 ea	\$	
S.	Crepe Myrtles (Tristar) (2 cycles)	125 ea	6	750 ea	\$	
7.	Irrigation System					
A.	Inspection & Maintenance at (2)	2 ea	36	72 ea	\$	
B.	Reports (1 per month)	2 ea	36	72 ea	\$	
S.R. 429 / S.R. 451 Landscape Maintenance Total / 3 Years						\$ 0.00

<b>S.R. 414 (John Land Apopka Expressway)</b>						
<b>Turf Management Costs</b>						
Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty			Total Cost / 3 Years
1. <b>Mowing, Edging, Trimming, Clipping Clean Up</b>						
A. Toll Plazas (40 Cycles)	136,500 sf	120	16,380,000 sf	\$		
2. <b>Litter Removal</b>						
A. Toll Plazas (40 Cycles)	136,500 sf	120	16,380,000 sf	\$		
3. <b>Insect Control</b>						
A. Toll Plazas Fireants (Extinguish) (12 cycles)	136,500 sf	36	4,914,000 sf	\$		
4. <b>Weed Control</b>						
A. "No-Mow" Areas (3 cycles)						
A.1 North Roadside Buffers	248,500 sf	9	2,236,500 sf	\$		
A.2 South Roadside Buffers	172,000 sf	9	1,548,000 sf	\$		
5. <b>Fertilization</b>						
A. Toll Plazas (16-0-8) (1 cycles)	136,500 sf	3	409,500 sf	\$		
<b>S.R. 414 Turf Management Total / 3 Years</b>						<b>0.00</b>
<b>Landscape Maintenance Costs</b>						
Task - Application (cycles / year)	Approximate Cycle Area / Qty	Total Cycles / 3 Years	Approx 3 Yr Total Area / Qty			Total Cost / 3 Years
1. <b>3 Week Maintenance (17 cycles)</b>						
A. Weeding, Pruning, Staking, Litter / Debris Removal	243,000 sf	51	12,393,000 sf	\$		
B. Pruning, Staking, Litter / Debris Removal - Buffers	420,500 sf	51	21,445,500 sf	\$		
2. <b>Pruning</b>						
A. Shrubs - Annual (1 cycle)	84,000 sf	3	252,000 sf	\$		
4. <b>Fertilization</b>						
A. Ornamental Trees & Shrubs (13-2-13) (3 cycles)	283,500 sf	9	2,551,500 sf	\$		
B. Plumbago (10-30-20) (6 cycles)	62,000 sf	6	372,000 sf	\$		
3. <b>Weed Control</b>						
A. Pre-Emergence Herbicide to Beds / Tree Rings (Pennant, Gallery) (2 cycles)	243,000 sf	6	1,458,000 sf	\$		
5. <b>Mulch Application</b>						
A. Pine Straw Mulch to Planting Beds & Tree Rings (1 cycle)	23,500 sy	3	70,500 sy	\$		
B. Bark Mulch to Beds / Tree Rings at Toll Plaza, Ramp Toll Booths (1 cycle)	3,500 sy	3	10,500 sy	\$		
6. <b>Insect/Disease Control</b>						
A. Fireant Control (Extinguish) (17 cycles)	243,000 sf	51	12,393,000 sf	\$		
B. Gulf Muhly Grass (Ultra-Fine Oil)	17,500 sf	3	52,500 sf	\$		
C. All Plant Material at Main Toll	4,500 sf	6	27,000 sf	\$		
D. All Plant Material at Main Toll Plaza (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	4,500 sf	12	54,000 sf	\$		
E. All Plant Material at Main Toll Plaza (mixture of Cleary's 3336' with Flowable Macozeb) (4 cycles)	4,500 sf	12	54,000 sf	\$		
F. All Plant Material at Main Toll Plaza (Heritage) (2 cycles)	4,500 sf	6	27,000 sf	\$		
G. All Plant Material at Main Toll Plaza and Coontie, Fire Bush, Confederate Jasmine, and Plumbago (Merit 2F) (2 cycles)	103,500 sf	6	621,000 sf	\$		
H. All Plant Material at Main Toll Plaza and Plumbago (Conserve SC) (2 cycles)	66,500 sf	6	399,000 sf	\$		
I. All Plant Material at Main Toll Plaza and Plumbago (Ardent) (1 cycle)	66,500 sf	3	199,500 sf	\$		
J. All Plant Material at Main Toll Plaza and Plumbago (Tristar & Lure) (1 cycle)	66,500 sf	3	199,500 sf	\$		
K. Confederate Jasmine (Ultra-Fine Oil) (2 cycles)	7,000 sf	6	42,000 sf	\$		
L. Confederate Jasmine (Ardent) (2 cycles)	7,000 sf	6	42,000 sf	\$		
M. Coontie (Ultra-Fine Oil) (4 cycles)	15,000 sf	12	180,000 sf	\$		
N. Junipers (Torulosa, Cedar) (Ultra-Fine Oil) (2 cycles)	47 ea	6	282 ea	\$		
O. Junipers (Torulosa, Cedar) (Banrot40WP) (2 cycles) (Subdue Maxx) (2 Cycles)	47 ea	12	564 ea	\$		
P. Junipers (Torulosa, Cedar) (mixture of Cleary's 3336' with Flowable Macozeb) (4 cycles)	47 ea	12	564 ea	\$		
Q. Junipers (Torulosa, Cedar) (Heritage) (2 cycles)	47 ea	6	282 ea	\$		
R. Fire Bush (BifenIT) (2 cycles)	15,000 sf	6	90,000 sf	\$		
S. Plumbago (Ultra-Fine Oil) (2 cycles)	62,000 sf	6	372,000 sf	\$		
T. Magnolias (Kocide 101) (2 cycles)	1 ea	6	6 ea	\$		
U. Magnolias (Ultra-Fine Oil & Cleary's 3336) (3 cycles)	1 ea	9	9 ea	\$		
7. <b>Irrigation System</b>						
A. Inspection & Maintenance at (1) Main Toll Plaza (1 per month)	1 ea	36	36 ea	\$		
B. Report (1 per month)	1 ea	36	36 ea	\$		
<b>S.R. 414 Landscape Maintenance Total / 3 Years</b>						<b>0.00</b>



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO:	All Planholders of Record
FROM	Claude Miller, Director of Procurement
DATE:	September 10, 2014
SUBJECT:	S.R. 528, S.R. 429, S.R. 451, and S.R. 414 Landscape Maintenance; Contract No. 001050, – Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated August 2014, 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 and the following attachment: revised Performance and Payment Bond form.

## **CHANGES TO THE SCOPE OF SERVICES**

1. **Delete** the language in subarticle 2.18.1 in its entirety and **insert** the following new language in its place:

“The Contractor shall furnish to the Authority, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from November 2, 2014, through November 1, 2015. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to the Authority at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in the Authority giving notice of default to the Contractor as detailed in Article 2.20 below. Such bond shall be executed on the form furnished by the Authority. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the Authority. The surety’s resident agent’s name, address, and telephone number shall be clearly stated on the face of the bond.”

## **RESPONSE TO QUESTIONS RECEIVED**

2. The following questions were received from potential bidders of record. The Authority’s response follows each question.

**Q001: If the current project property is not up to the required maintenance and quality standards when the new contractor take over, who is going to be responsible for this labor and material costs? Should we include a value in our bid as an alternate to replace dead material and eliminate weeds, etc.?**

**R:** If the Authority determines that the existing landscaping does not meet the required maintenance and quality standards when the Notice to Proceed for the project is issued, additional work to be performed by the Contractor shall be as

directed by the Authority's Landscape Architect and will be paid for from the Work Order / New Construction Allowance. No additional value should be included in the bid.

**Q002: Is it acceptable to provide a 'new performance and payment bond' each year of the contract in lieu of one bond for the entire three year plus duration?**

R: See Changes to the Scope of Services and revised Performance and Payment Bond form attached to this addendum.

**Q003: Do you have an engineer's estimate of what the total budget for the project currently is?**

R: An engineer's estimate is not available at this time.

**Q004: What is the value of the combined contracts in place for this entire scope?**

R: The amount of the current contract is \$4,593,561.60.

END OF ADDENDUM NO. 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to Central Florida Expressway Authority, herein called Authority, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated \_\_\_\_\_ 2014, between Principal and Authority for S.R. 528, S.R. 429, S.R. 451 and S.R. 414 Landscape Maintenance, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays Authority all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Notwithstanding the provisions of the Contract, the term of this bond shall apply from November 2, 2014, to November 1, 2015, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the Authority recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

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WITNESS the signature of the Principal (Contractor) and the signature of the

Surety by \_\_\_\_\_ its \_\_\_\_\_

\_\_\_\_\_  
(Agent or Attorney-in-Fact, or otherwise)

with the seals of said Principal and Surety affixed this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ in the year of 2014.

(Corporation must Affix Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Secretary

(Place Surety's Corporate Seal)

\_\_\_\_\_  
Corporate Surety

By \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
Agent

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be attached.

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary

Corporate Seal

**FOR SURETY**

STATE OF FLORIDA

) ss

COUNTY OF ORANGE

)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the \_\_\_\_\_

\_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Central Florida Expressway Authority.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

(Attach Power of Attorney)

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
State of Florida-at-Large

My Commission Expires: \_\_\_\_\_

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

<b>TO:</b>	All Planholders of Record
<b>FROM</b>	Claude Miller, Director of Procurement
<b>DATE:</b>	September 15, 2014
<b>SUBJECT:</b>	S.R. 528, S.R. 429, S.R. 451, and S.R. 414 Landscape Maintenance; Contract No. 001050, – Addendum No. 3

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated August 2014, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page.

## **CHANGES TO PREVIOUS ADDENDUM**

1. In Addendum No. 2 issued September 10, 2014, under the new language for item 1, in the third line **change** “(Contract Amount/5 years)” to “(Contract Amount/3 years)”.

END OF ADDENDUM NO. 3

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
METHOD OF COMPENSATION  
S.R. 528, S.R. 429, S.R. 451, AND S.R. 414 LANDSCAPE MAINTENANCE**

**1.0 PURPOSE**

This document describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

**2.0 COMPENSATION**

For the satisfactory completion of the services detailed in the Scope of Services, the Contractor will be paid at the prices shown in the Price Proposal for all work completed and accepted by the Authority.

**3.0 METHOD OF COMPENSATION**

- 3.1 Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward a draft digital copy (via e-mail) of each monthly invoice to the Authority's Director of Construction and Maintenance for review. The draft invoice shall include a pay application spreadsheet and individual Change Proposal Requests (CPR's) for Work Order Allowance /New Construction Allowance payable tasks. Upon approval by the Director of Construction and Maintenance, the Contractor shall submit a signed final copy of the invoice, along with copies of the above noted documents to the Director of Construction and Maintenance for processing. The signed invoice submittal shall also include a Certification of Disbursement of Previous Payments and copies of all purchase tickets for materials used in the performance of the Contract during the month. The Authority shall provide the Contractor with digital files of the standard invoice and Certification of Disbursement forms.
- 3.2 Payment for work completed by the Contractor and accepted by the Authority under the Work Order Allowance/New Construction Allowance will be made not more than once monthly. No work paid for under the Work Order Allowance/New Construction Allowance shall be performed until written authorization is given, or forwarded via email, to the Contractor by the Director of Construction and Maintenance. Any amounts remaining in either the Work Order Allowance/New Construction Allowance upon completion and acceptance of the project remain the property of the Authority.
- 3.3 The method of payment for work completed by the Contractor and accepted by the Authority shall be in which the turf management and landscape maintenance Contract price totals (listed in the Bid Form) are divided into thirty-six (36) equal payments and paid monthly.

- 3.4 The Bid Form reflects the cost of individual maintenance tasks specified in the Contract and shall be used as a basis for payment deducts and additions.
- 3.5 The compensation for the two optional renewal periods will be determined by using the CPI-All Urban Consumers, Not Seasonally Adjusted, South Urban Area, All Items Database. The price increase or decrease for the first renewal period will be determined by the aforementioned CPI percentage between the 16<sup>th</sup> and 28<sup>th</sup> month of the Contract term and the second renewal period will be determined between the 28<sup>th</sup> and 40<sup>th</sup> month of the Contract term.
- 3.6 Direct deposit of payment to the Contractor is available. If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.
- 3.7 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or its designated representative. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract or a work order 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. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Director of Construction and Maintenance, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.
- 3.8 If the action, duty or service, part or product 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.

#### 4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Contractor.

END OF SECTION