


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: May 31, 2016

SUBJECT: Approval of First Contract Renewal Agreement with
Jorgensen Contract Services, LLC for
S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance
Services – Contract No. 000761

Board approval is requested for the first renewal of the referenced contract with Jorgensen Contract Services, LLC, (JCS) for a one year period, beginning July 1, 2016, in the amount of \$3,397,905.60. The original Contract was for five years with five 1-year renewals.

Under this renewal JCS will continue to provide routine maintenance of, and administration and management services related to, roadway and bridges along S.R. 408, S.R. 417, S.R. 528, and S.R. 551. The terms and conditions of the original Contract will remain unchanged.

Original Contract Amount (5 years)	\$16,989,528.00
Supplemental Agreement No. 1	\$ 317,390.39
Supplemental Agreement No. 2	\$ 45,100.00
Supplemental Agreement No. 3	\$ 1,097.03
Supplemental Agreement No. 4	\$ 25,000.00
This First Renewal	<u>\$ 3,397,905.60</u>

Total Contract Amount	\$20,776,021.02
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Reviewed by:



Claude Miller
Director of Maintenance



Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000761

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 16th day of June, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Jorgensen Contract Services, LLC, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 1, 2011, whereby CFX retained the Contractor to perform roadway and bridge maintenance services on S.R. 408, S.R. 417, S.R. 528, and S.R. 551; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of July, 2016 and ending the 30th day of June, 2017 at the cost of \$3,397,905.60, 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 June 30, 2016, 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 Agreement ending June 30, 2016.

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.

JORGENSEN CONTRACT SERVICES, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

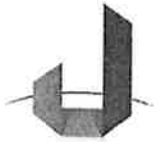
ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____



JORGENSEN
Maintaining the World Around You

May 20, 2016

Claude Miller
Director of Maintenance
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Subject: JCS 1st Option Renewal Proposal for Contract # 000761

Claude,

Jorgensen Contract Services, LLC (JCS) is pleased to extend its intent to renew the current Central Florida Expressway Asset Maintenance Contract # 000761 for SR 417, S.R. 528, SR 408 and S.R. for the up-coming first renewal period. Find below our proposed lump sum pricing for this renewal, I am willing to meet with you to further discuss should the need arise.

Reduce Bi Annual Fertilizer application to once a year. Move that money to a work order allowance;
\$53,798.16

Annual Renewal price \$3,397,905.60

This notification serves as our response to your request; please forward any further contract documentation to our attention.

We look forward to continuing our business relationship with Central Florida Expressway Authority.

If you have any other questions please do not hesitate to contact us at (352) 432-3949.

Sincerely,

John McPherson
Vice President

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge
Maintenance Services
Contract No. 000761
Supplemental Agreement No. 4

This Supplemental Agreement No. 4 entered into this 22nd day of February, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2011, for roadway and bridge maintenance services pertaining to S.R. 408, S.R. 417, S.R. 528, and S.R. 551.

1. In the Scope of Services, CFX wishes to delete the language in the third and fourth paragraphs in subarticle 5.8.2 in their entirety and insert the following new language in their place:

"The FDOT will conduct MRP ratings for CFX every four months on S.R. 408, S.R. 417 and S.R. 528. Beginning with the first four-month period, CFX will withhold from monies due the Contractor an amount equal to one percent (1%) of the cumulative amount of four months payments for each point below an overall maintenance rating of 91. CFX will withhold from monies due the Contractor an amount equal to one-half of one percent (.5%) of the cumulative amount of four months payments for each point below 89 on any element rating. CFX will withhold from monies due the Contractor and amount equal to one-quarter of one percent (.25%) of the cumulative amount of four months payments for each percentage point below 80 on any characteristic rating.

The monies withheld by CFX will be placed in the Work Order Allowance for use at CFX's sole discretion to cover the cost of additional work. Any amount remaining in the Work Order Allowance at the end of the Contract term will remain the property of CFX."

2. CFX wishes to insert the following new language in the Method of Compensation:

"3.3 A Work Order Allowance in the amount of \$25,000.00 has been established by CFX and included in the Contract amount to cover the cost of additional work. Any amount remaining in the Work Order Allowance at the end of the Contract term will remain the property of CFX. Payment for work completed by the Contractor and accepted by CFX under the Work Order Allowance will be made not more than once monthly. No work paid for under the Work Order Allowance shall be performed until

written authorization is given, or forwarded via email, to the Contractor by the Director of Maintenance or his designated representative.”

3. CFX wishes to increase the Contract amount by \$25,000.00 with no increase on the Contract time.
4. The Contractor hereby agrees to the above changes and the increase on the Contract amount with no increase in the Contract time.
5. CFX and the Contractor agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
6. This Supplemental Agreement No. 4 is necessary to delete the retainage process and add a Work Order Allowance to the Contract.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services

Contract No. 000761

Supplemental Agreement No. 4

Amount of Changes to this document: \$25,000.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

"CFX":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 3-4-16

2 MAR '16 4:13

"Contractor":

JORGENSEN CONTRACT SERVICES, LLC

By: 

Print Name: Douglas W. Selby

Title: President

Attest:  (Seal)

Date: Secretary March 1, 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge
Maintenance Services

Contract No. 000761

20 AUG '15 AM 9:15

Supplemental Agreement No. 3

This Supplemental Agreement No. 3 entered into this 13th day of August, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2011, for roadway and bridge maintenance services pertaining to S.R. 408, S.R. 417, S.R. 528, and S.R. 551.

1. The Authority is deducting the amount of \$35,983.64 from the Contract amount. This amount represents the balance due the Authority because the "annual" calculated retainage is more than the retainage being held by the Authority based on the maintenance rating program score as detailed in Article 5.8, Evaluation and Acceptance of Work, in the Scope of Services.
2. The Authority wishes to have the following additional services performed by the Contractor for the amounts shown with no increase in the Contract time:
 - A. Perform necessary services to tie underdeck lighting into the existing roadway lighting system at SR 417 and Rhode Island Woods Boulevard as detailed on the attached Exhibit B-1 in the amount of \$16,871.14.
 - B. Remove, furnish and install existing guardrail along WB SR 528 at Farm Access Road and the Econlockhatchee River Bridge as detailed on the attached Exhibit B-2 in the amount of \$11,388.00.
 - C. Fabricate and mount Fire Department reflective marker panels/plaques at existing stand pipe locations as detailed on the attached Exhibit B-3 in the amount of \$8,821.53.
5. The Contractor hereby agrees to the above changes and associated deductions or additional compensation.
6. The Authority and Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services

Contract No. 000761

Supplemental Agreement No. 3

Amount of Changes to this document: \$1,097.03

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

"Authority":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 8/28/15

"Contractor":

JORGENSEN CONTRACT SERVICES, LLC

By: 

Print Name: Douglas W. Selby


Title: President

Attest:  (Seal)

Date: August 19, 2015

Approved as to form and execution, only.

General Counsel for the AUTHORITY

 for

RECEIVED
CONTRACTS DEPT

 8/28/15
SIGNATURE / DATE

Exhibit B-1

DATE	JCS PROPOSAL
6/15/2015	6151501

Work Location

SR 417 Road Island Woods Blvd

Attn: John McPherson
7015 McCoy Road
Orlando, FL 32822

Exhibit B-2

Exhibit B-2

DATE	JCS PROPOSAL
7/15/2015	7151501

Client/Customer Name and Address
Attn: Steve Geiss Central Florida Expressway Authority 4974 ORL Tower Rd Orlando, FL 32807

Work Location
528 Farm access rd. and 528 Econ. River

Date	Pay Item, Bld, or Work Description	Unit	Quantity	Unit Price	Subtotal
6/18/2015	Skilled Labor Hours including Support Vehicle	MHr	20	\$ 110.00	\$ 2,200.00
6/30-7/1-15	Update Flared End Assy to FDOT Specs	LS	1	each	\$ 5,000.00
6/30-7/1-15	MOT Lane closure	LS	1	each	\$ 1,570.00
6/30-7/1-15	FHP Traffic Control	LS	1	each	\$ 720.00
7/15/2015	Overhead & Profit Mark-UP	%	1	20%	\$ 1,898.00
		GRAND TOTAL		\$	11,388.00

Attn: John McPherson
7015 McCoy Road
Orlando, FL 32822



Exhibit B-3

DATE	JCS PROPOSAL
6/17/2015	9291401

Client/Customer Name and Address
Attn: Steve Geiss Central Florida Expressway Authority 4974 ORL Tower Rd Orlando, FL 32807

Work Location
CFX/ Fire Department Plaque Installation @ 408 EB and WB

[illegible]

PAGE 1 OF 1



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services
Contract No. 000761
Supplemental Agreement No. 2

This Supplemental Agreement No. 2 entered into this 22nd day of July, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2011, for roadway and bridge maintenance services pertaining to S.R. 408, S.R. 417, S.R. 528, and S.R. 551.

1. The Authority wishes to have the following additional services performed by the Contractor for the amounts shown with no increase in the Contract time:
 - A. Paint the MSE wall at the Hunter Vista bridge at S.R. 417 as detailed on the attached Exhibit A-1 in the amount of \$21,670.00.
 - B. Paint the MSE wall at the Town Loop Boulevard bridge at S.R. 417 as detailed on the attached Exhibit A-2 in the amount of \$23,430.00.
2. The Contractor hereby agrees to the above changes and associated additional compensation.
3. The Authority and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 2 is necessary to authorize painting of MSE walls at two locations in response to local residents' complaints about the appearance of the walls.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services

Contract No. 000761

Supplemental Agreement No. 2

Amount of Changes to this document: \$45,100.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

"Authority":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 7/31/14

"Contractor":

JORGENSEN CONTRACT SERVICES, LLC

By: 

Print Name: Douglas W. Selby

Title: President

Attest: Donna M. Mugar (Seal)

Date: 7/29/14

RECEIVED
CONTRACTS DEPT
CS 8/1/14
SIGNATURE / DATE

INVOICE

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
7/17/2014	071714ORL002

Client/Customer Name and Address
<p>ATTENTION: STEVE GIESS CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807</p>

Work Location
<p>Bridge Painting SR 417 and Hunter's Vista</p>

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
7/17/2014	Pressure Cleaning and Painting Hunter Vista Bridge at SR 417	LS	1	\$19,700.00	\$ 19,700.00
7/17/2014	Overhead & Profit Markup		1	10%	\$ 1,970.00
GRAND TOTAL				\$	21,670.00

Attn: John McPherson
7015 McCoy Road
Orlando, FL 32822

INVOICE

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
7/17/2014	071714ORL001

Client/Customer Name and Address
<p>ATTENTION: STEVE GIESS CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807</p>

Work Location
<p>Bridge Painting SR 417 and Town Loop Blvd Bridge</p>

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
7/17/2014	Pressure Washing and Repainting Town Loop Blvd Bridge	LS	1	\$21,300.00	\$ 21,300.00
7/17/2014	Overhead & Profit Markup		1	10%	\$ 2,130.00
GRAND TOTAL				\$	23,430.00

Attn: John McPherson
7015 McCoy Road
Orlando, FL 32822

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services

Contract No. 000761

Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 9th day of June, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2011, for roadway and bridge maintenance services pertaining to S.R. 408, S.R. 417, S.R. 528, and S.R. 551.

1. The Authority wishes to add 169.58 acres to the area to be mowed by the Contractor. This acreage is located in the immediate vicinity of ramp toll plazas and shall be mowed by the Contractor until the completion of the initial Contract term for an increase in the Contract amount of \$634,379.98, as detailed in the attached Exhibit A, with no increase in Contract time.
2. The Authority is deducting the amount of \$80,757.40 from the Contract amount. This amount represents the balance due the Authority because the "annual" calculated retainage is more than the retainage being held by the Authority based on the maintenance rating program score as detailed in Article 5.8, Evaluation and Acceptance of Work, in the Scope of Services.
3. The Authority is deducting the amount of \$298,659.01 from the Contract amount which amount represents the cost of three (3) applications of turf fertilizer that were not applied by the Contractor as required by the Scope of Services.
4. The Authority wishes to have the following additional services performed by the Contractor for the amounts shown with no increase in the Contract time:
 - A. Install new conduit and conductors at the Rouse Road ramp toll plaza on S.R. 408 to eliminate a utility conflict with Duke Energy as detailed on the attached Exhibit B-1 in the amount of \$6,132.07.
 - B. Replace two Authority-owned transformers at the landscape feature at S.R. 417 and International Drive as detailed on the attached Exhibit B-2 in the amount of \$13,465.30.
 - C. Perform necessary repairs to roadway lighting on S.R. 408 from Chickasaw Trail to Goldenrod Road in the construction zone for Project No. 253D-D2 as detailed on the attached Exhibit B-3 in the amount of \$2,975.00.

- D. Reset the bridge bearing pad on the west end of the S.R. 408 bridge over Old Winter Garden Road as detailed on the attached Exhibit B-4 in the amount of \$11,207.12.
 - E. Remove and replace a section of S.R. 408 bridge deck at the westbound exit to Orange Avenue to halt further degradation of the bridge structure as detailed on the attached Exhibit B-5 in the amount of 9,636.16.
 - F. Remove existing roadway signing and furnish and install new roadway signing at S.R. 408 and Mills Avenue, and S.R. 417 and Landstar Boulevard as detailed on the attached Exhibit B-6 in the amount of \$19,011.17.
- 5. The Contractor hereby agrees to the above changes and associated deductions or additional compensation.
 - 6. The Authority and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services

Contract No. 000761

Supplemental Agreement No. 1

Amount of Changes to this document: \$317,390.39

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

"Authority":

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 6/27/14

"Contractor":

JORGENSEN CONTRACT SERVICES, LLC

By: 

Print Name: Douglas W. Selby

Title: President

Attest:  (Seal)

Date: 6-23-14

Approved as to form and execution, only.

General Counsel for the AUTHORITY



Exhibit A

Landscape Maintenance Roadside / Slope Mowing , Fertilization Transferred to Asset Management

Prepared: BVD 5/14/14

The following is a description of the Roadside and Slope Mowing tasks and costs that were removed from the OOCEA Landscape Maintenance Services contracts and subsequently assigned to the OOCEA Asset Management contracts

S.R. 528, S.R. 429 transferred to Asset Management on 6/1/2012

S.R. 408, S.R. 417 transferred to Asset Management on 6/1/2012

	S.R. 408	S.R. 417	S.R. 528	S.R. 429
Roadside / Tollbooth Mowing (14 Cycles / Yr) (Mowing, Edging, Trimming)				
Acres	51.49	27.32	46.83	16.41
Cost / Acre	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
Cost / Cycle	\$ 3,604.30	\$ 1,912.40	\$ 3,278.10	\$ 1,148.70
Cost / Year	\$ 50,460.20	\$ 26,773.60	\$ 45,893.40	\$ 16,081.80
Slope Mowing (9 Cycles / Yr) (Mowing, Edging, Trimming)				
Acres	22.22	8.06	13.66	0.46
Cost / Acre	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
Cost / Cycle	\$ 1,888.70	\$ 685.10	\$ 1,161.10	\$ 39.10
Cost / Year	\$ 16,998.30	\$ 6,165.90	\$ 10,449.90	\$ 351.90
Litter Pick Up (14 Cycles/yr)				
Acres	73.71	35.38	60.49	16.87
Cost / Acre	\$ 8.30	\$ 8.30	\$ 8.30	\$ 8.30
Cost / Cycle	\$ 611.79	\$ 293.65	\$ 502.07	\$ 140.02
Cost / Year	\$ 8,565.10	\$ 4,111.16	\$ 7,028.94	\$ 1,960.29
Contractor	Commercial	Commercial	Vila & Son	Vila & Son
Roadway Total / Yr	\$ 76,023.60	\$ 37,050.66	\$ 63,372.24	\$ 18,393.99
JCS 49 mo				
	\$ 720,489.86			\$ 56,714.81
	\$ 144,097.97			\$ 11,342.96
	\$ 864,587.83	169.58 ac		\$ 68,057.78
19 mo				
	\$ 279,373.62			
	\$ 55,874.72			
	\$ 335,248.34			
Negotiated Amt=	\$ 634,379.98	73% factor	Factored Amount=	\$ 49,936.50

\$ 684,316.48 Total Cost Moving forward

\$ 1,105,356.96 Total Cost Previously for same period

38% Savings

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122


Jorgensen Contract Services, LLC

PO Box 70
 Buckeystown, MD 21717
 Office: 301-831-1000 Fax: 301-874-2876

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

RK&K
 Mike Lausler
 585 Paradi Lane
 Orlando, Florida 32826

Contract No:	Invoice No:	110233-20850
Financial Project No:	Invoice Date:	#####
Service Period:	August 2012	

Construction Lighting Repairs at 408 & Goldenrod

Date	Inv No	Work Description	Qty/Hours	UM	Parts & Subs	Markup/Rate	Total
8/4/2012		Labor Hours: Richard Ramos Journeyman Electrician with Bucket	10	HR		178.50 \$	1,785.00
		Truck and operator					
8/4/2012		Labor Hours: Tomas Feliciano Electrical Technician	10	HR		119.00 \$	1,190.00
TOTAL DUE						\$	2,975.00

Submitted by:

John McPherson, Jorgensen Regional Manager

 September 10, 2012
 Date

To pay electronically, route payments to:

PNC Bank
 ABA # 054000030
 Account # 5585029986

Partnering for Success

Exhibit B-4

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
4/4/2013	123113001

Client/Customer Name and Address
<p>ATTENTION: STEVE GLESS ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807</p>

Work Location
<p>BRIDGE WORK ORDER 750182/ 8257331 RESET BEARING PADS 1-1, 1-2, 1-3, 1-4 BEARING PADS RESET AFTER FIBER BOARD FORMING MATERIALS WERE REMOVED, BEARING PADS WERE FOUND TO BE OUT OF PROPER ALIGNMENT DUE TO ORIGINAL CONSTRUCTION INSTALLATION</p>

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
10/28/2013	SUBCONTRACTOR MOBILIZATION	LUMP SUM	1	\$ 900.00	\$ 900.00
10/28/2013	BRIDGE JACKING AND BEARING RESET	LUMP SUM	1	\$ 8,073.12	\$ 8,073.12
10/28/2013	JCS PROJECT SUPERINTENDENT	HOURLY	4	\$ 110.00	\$ 440.00
10/28/2013	OVERHEAD AND PROFIT MARKUP 20%		1	20%	\$ 1,794.00
GRAND TOTAL				\$	11,207.12

Attn: John McPherson
7015 McCoy Road
Orlando, FL 32822



Exhibit B-5

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
5/10/2012	123113002

Client/Customer Name and Address
<p>ATTN: STEVE GEISS ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO, FL 32807</p>

Work Location & Description
<p>SR 408 EAST BOUND AT ORANGE AVE. OFF RAMP REPAIRED EXISTING 240 SQ. FT. OF EXPOSED REBAR ON DECK TOP DUE TO INADQUATE EMBEDMENT DURING INSTALLATION. REBAR EMBEDMENT OF 1/4"</p>

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
5/10/2012	SUBCONTRACTOR MOBILIZATION	LUMP SUM	1	\$ 950.00	\$ 950.00
5/10/2012	CONCRETE PAVEMENT SURFACE REPAIR AND OVERLAY OF POLYMER CONCRETE SYSTEM	PER SQ. FT.	240	\$ 24.00	\$ 5,760.00
5/10/2012	MAINTENANCE OF TRAFFIC SET UP AND TAKE DOWN RAMP CLOSURE	LUMP SUM	1	\$ 953.47	\$ 953.47
5/10/2012	JCS PROJECT SUPERINTENDENT	HOURLY	4	\$ 110.00	\$ 440.00
5/10/2012	OVERHEAD AND PROFIT MARKUP		1	20%	\$ 1,532.69
GRAND TOTAL				\$	9,636.16

Attn: John McPherson
7015 McCoy Road
Orlando, FL 32822

Exhibit B-6

Roy Jorgensen Associates, Inc.
 7015 McCoy Road
 Orlando, Florida 32822
 407-249-9122

DATE	JCS PROPOSAL
5/8/2014	042114ORL001

Client/Customer Name and Address
<p>ATTENTION: STEVE GIESS ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807</p>

Work Location
<p>Sign Improvements SR 417 Landstar Exit - North and South Ramps and SR 408 Mills Off Ramp</p>

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
5/8/2014	Skilled Labor Including F-250 Support Vehicle	Hourly	73	\$110.00	\$ 8,030.00
5/8/2014	Materials - "School Warning" Sign	Each	12	\$ 249.50	\$ 2,994.00
5/8/2014	Materials - 45" Arrow Left Sign	Each	6	\$ 94.09	\$ 564.54
5/8/2014	Materials - "Ahead" Sign	Each	6	\$ 94.09	\$ 564.54
5/8/2014	Materials - Sign Posts	FT	187	\$ 3.88	\$ 725.56
5/8/2014	Materials Complete assembly for Yield Signs SR 408 Mills Ave custom powder coated post, panels and hardware	Each	6	\$233.40	\$1,437.00
5/8/2014	Misc U Bolts, Nuts and washers	Lump Sum	1	\$75.53	\$75.53
5/8/2014	Skilled Labor Including F-250 Support Vehicle	Hourly	42	\$ 110.00	\$4,620.00
GRAND TOTAL				\$	19,011.17

Attn: John McPherson
 7015 McCoy Road
 Orlando, FL 32822

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
JORGENSEN CONTRACT SERVICES, LLC**

**S.R. 408, S.R. 417, S.R. 528 AND S.R. 551
ROADWAY AND BRIDGE MAINTENANCE
SERVICES**

**CONTRACT NO. 000761
CONTRACT DATE: JULY 1, 2011
CONTRACT AMOUNT: \$16,989,528.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

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

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

For

**S.R. 408, S.R. 417, S.R. 528 AND S.R. 551
ROADWAY AND BRIDGE MAINTENANCE SERVICES**

CONTRACT NO. 000761

April 2011

Members of the Board

**Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Mark C. Filburn, Board Member**

Executive Director

Michael Snyder, P.E.

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-20
	Addendum No. 1	
	Addendum No. 2	
SS	SCOPE OF SERVICES	SS-1 to SS-17
	Maintenance Specifications	
MC	METHOD OF COMPENSATION	MC-1
TP	TECHNICAL PROPOSAL	TP-1 to TP-42
PP	PRICE PROPOSAL	PP-1 to PP-19
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PPB	PERFORMANCE AND PAYMENT BOND	PPB-1 to PPB-5

CONTRACT

This Contract No. 000761 (the "Contract" as defined herein below), is made this 1st day of July, 2011, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and JORGENSEN CONTRACT SERVICES, LLC, 3735 Buckeystown Pike, Buckeystown, Maryland 21717, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide roadway and bridge maintenance of S.R. 408, S.R. 417, S.R. 528 and S.R. 551 and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY identified as Contract No. 000761; and,

WHEREAS, on or about February 18, 2011, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of four qualified firms that responded to the Request for Proposals and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include routine maintenance of, and administration and management services related to, the roadways and bridges along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beachline Expressway) and S.R. 551 (Goldenrod Road Extension) in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addenda,
- 1.3 The Scope of Services including the Maintenance Specifications,
- 1.4 The Method of Compensation,
- 1.5 The Technical Proposal submitted by CONTRACTOR, and
- 1.6 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial 5-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If 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 personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any

work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is \$16,989,528.00.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, 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 Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the

CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for 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.

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

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to AUTHORITY on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to AUTHORITY.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. All surety bonds shall be in a form and issued by a surety company approved by AUTHORITY. CONTRACTOR

shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

6.5 **Performance and Payment Bond** 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 July 1, 2011 through June 30, 2012. 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 above. 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.

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

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

- (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and

- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.5 CONTRACTOR shall immediately notify AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for AUTHORITY's roadway and bridge maintenance services.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to AUTHORITY and the AUTHORITY shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of AUTHORITY, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY

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

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all

whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONTRACTOR Property or any license granted to AUTHORITY for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in

performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONTRACTOR, or a third party; **or**

12.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy.

CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

15. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

17. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this

Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

- (i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and
- (ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and
- (iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and
- (iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

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

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, 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 AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

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 CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest,

costs or expenses) on claims asserted by AUTHORITY against 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), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by 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 AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If 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 CONTRACTOR's claim(s).

Attorneys' 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 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 the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and 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, AUTHORITY and 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 section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

22. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as may be shown in the Price Proposal are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

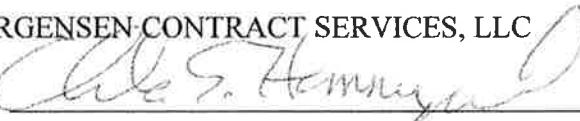
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on April 27, 2011.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Claude Miller

JORGENSEN CONTRACT SERVICES, LLC

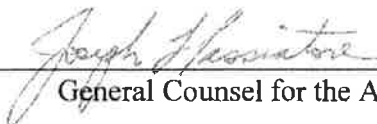
By: 

Print Name: CHARLES E. HENNINGSGAARD

Title: SR. V.P.

ATTEST:  (Seal)

Approved as to form and execution, only.


General Counsel for the AUTHORITY



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: March 11, 2011
SUBJECT: S.R. 408, S.R. 417, S.R. 528 and S.R. 551 Roadway and Bridge Maintenance, RFP 000761, ADDENDUM NO. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated February 2011, 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 4 pages and the following attachments: Single Line Diagrams (SLD).

CHANGES TO THE PROPOSAL SUBMITTAL REQUIREMENTS

1. **Insert** the following new language at the end of Article 2.2, Submittal Requirements, page PSR-6:

“Submit one (1) electronic version of the Technical Proposal and Price Proposal in pdf format with a resolution of 300 dots per inch (dpi) on a compact disc in a separate sealed envelope.”

2. **Delete** the language in the third paragraph of Article 2.6, Minority/Women Business Enterprise Participation, page PSR-8, in its entirety and **insert** the following new language in its place:

“Regarding submittal of the M/WBE Utilization Summary and Form (pages D-6 and D-7 of the Price Proposal), it is the intent of the Authority that only the completed Utilization Summary (page D-6) be submitted with the Price Proposal. The apparent successful Proposer (determined after all scoring is complete) will be required to submit a completed Utilization Form (page D-7) and certificate for each of its proposed M/WBE subcontractors within three (3) business days after request by the Authority. The M/WBE subcontractors listed by the apparent successful Proposer on the Utilization Summary submitted with the Price Proposal shall not be changed without prior written authorization from the Authority. Each Utilization Form shall include:”

CHANGES TO THE SCOPE OF SERVICES

3. In Exhibit A, Scope of Services, **insert** the following new language under Article 2.7, page A-3:

“2.7.5 In all cases and scenarios prepare accident claim in form and content reasonably satisfactory to the Authority.

(1) For matters or incidents in an amount less than or equal to \$25,000.00, or the Authority's insurance contract deductible, whichever is greater, in estimated repair damages for any particular occurrence due to the intentional acts or negligence of any third party or parties, the Contractor shall:

(i) Provide a copy of said accident claim to the Authority for its records; and

(ii) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and

(iii) Seek reimbursement of the expenses made in connection with the aforementioned repair and/or maintenance, at Contractor's sole expense, only from the negligent party or parties, tortfeasor or tortfeasors (collectively, the “Third Parties”), and/or their respective insurance carriers (the “Third Party Insurers”), if any. The Contractor shall not seek reimbursement from the Authority. Nor shall the Contractor seek reimbursement from the Authority's insurance carrier or carriers without first obtaining written approval from the Authority, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third Party Insurers, but not against the Authority, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, or the Authority's insurance carrier or carriers, whether in law or in equity.

(2) For matters or incidents in an amount greater than \$25,000.00, or the Authority's insurance contract deductible, whichever is greater, in estimated repair damages for any particular

occurrence due to the intentional acts or negligence of any third party or parties, as an absolute condition of the Contractor being reimbursed by the Authority, the Contractor shall:

- (i) Submit said accident claim affidavit to the Authority; and
 - (ii) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and
 - (iii) Notify the Authority in writing, that the Contractor seeks reimbursement of the Contractor's expenses, reasonably related to such repairs and/or maintenance, whereby, the Authority, shall at its expense, file a reimbursement claim with Authority's insurance carrier or carriers. Should the Authority's insurance carrier or carriers fail to pay all of any particular reimbursement claim, the Contractor may, but shall have no obligation to, seek reimbursement of any particular claim shortfall from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek any reimbursement from the Authority's insurance carrier or carriers, whether or not the claim is based on bad faith or otherwise, without first obtaining written approval from the Authority, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third Party Insurers, but not against the Authority, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, whether in law or in equity.
- (3) Contractor and its assigns, if any, hereby waive any and all claims, reimbursement requests, and the like, against any self-insurance policy or policies of the Authority and of the Florida Department of Transportation."

RESPONSES TO QUESTIONS RECEIVED

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

Q001: Will OOCEA provide a history of MRP scores for the past contract?

- R: The following systemwide MRP scores are the annual results of the 5 yearly inspections:

09/10	92	07/08	92	05/06	90
08/09	94	06/07**	88		

** MRP scoring for 06/07 did not include SR 429 or the SR 417 Southern Connector and only part of SR 528 was inspected due to a major resurfacing project.

Q002: Will OOCEA provide an asset inventory for the contract scope?

- R: The attached Single Line Diagrams (SLD) constitutes the inventory of the roadway and bridges on the system for this project.

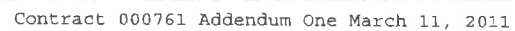
Q003: Will OOCEA provide an Engineer's estimate for this project?

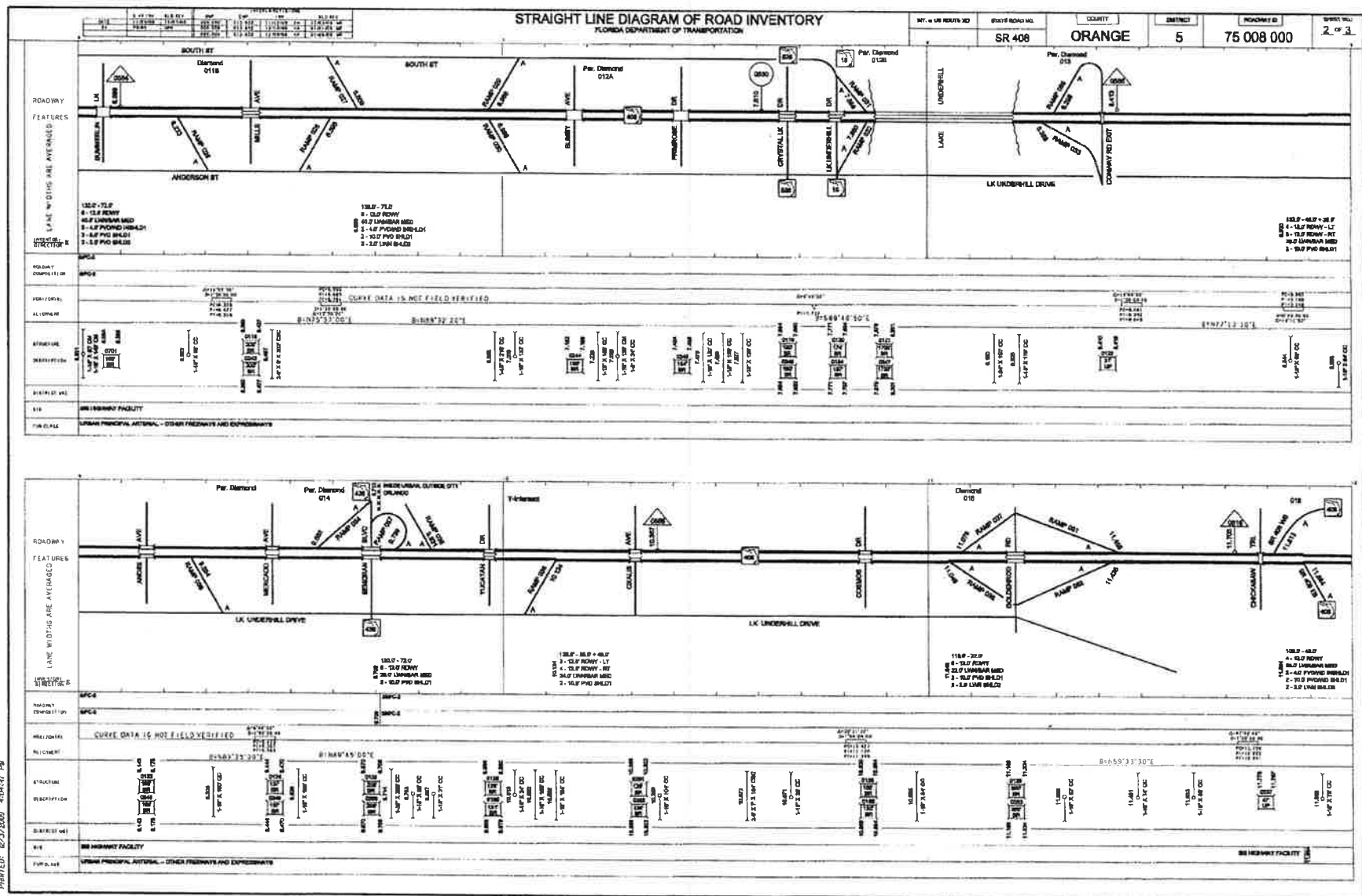
- R: An engineer's estimate is currently unavailable. However, the current contract value is \$22,788,015.00.

Q004: At mile marker 28 on SR 528 there is a dirt road with two access points to the highway. Will the contractor be responsible for the maintenance of this road?

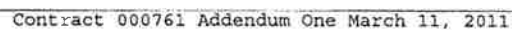
- R: Yes. The dirt road is referred to as 'Farm Access Rd' and is to be maintained since it is within the Authority's right-of-way. There is also a second 'Farm Access Rd' at mile marker 20.5 which is to be maintained.

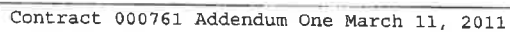
END OF ADDENDUM NO. 1





REF. OF US ROUTE NO.	STATE ROAD NO.	COUNTY	CITY/TOWN	ROADWAY ID	SHEET NO.
	SR 408	ORANGE	5	75 008 170	1 of 1





- 2.4 Complete pavement marking work that is classified as emergency response by the end of the next working day, excluding Sundays and legal holidays upon notification by the Manager of Maintenance. Completion of pavement marking work shall not be affected by the performance of emergency response or routine work for signing work. No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew
- 2.5 As part of the daily service patrol inspect the signing and pavement markings. Pavement markings include striping, reflective pavement markers (RPMs) and delineators (surface and roadside mounted).
 - 2.5.1 Signing issues to be addressed at time of service patrol are straighten all leaning or misaligned signs (including panel deflection angle) and post delineators, and perform minor repairs including replacing required nuts, bolts, washers and similar incidental items.
 - 2.5.2 Pavement marking issues to be addressed at time of service patrol are ripped, damaged or missing striping material, severe wear (i.e. wear beyond normal) and misaligned striping due to vehicular contact. Straighten leaning or misaligned delineators and replace missing delineators.
 - 2.5.3 Make a list of all signs and pavement markings that require repair or replacement. Provide a copy of the list to the Manager of Maintenance. Repair/replace signing and pavement marking as approved by the Manager of Maintenance.
 - 2.5.4 Be prepared to repair/replace RPMs and delineators on a weekly basis (during service patrol if quantity is small) or within 48 hours of receiving approval for larger quantities.
- 2.6 Locate all underground utilities or highway lighting prior to beginning work on new sign installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting.
- 2.7 Equipment must be approved by the Manager of Maintenance before being placed in service. Safety devices shall be properly maintained at all times the equipment is in use. If the Manager of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Manager of Maintenance.
- 2.8 Submit to the Authority shop drawings from the panel manufacturer for approval prior to fabrication. Shop drawings are required for all new panels and overlays regardless of mounting type, i.e. single post, multi-post or overhead.

3.0 Design Criteria and Installation

3.1 The Authority's Guidelines for Design and Preparation of Signing and Pavement Marking Plans (September 2009) and subsequent updates is made part of the Contract by reference as if fully set forth herein. Where the Authority standards, as specified in the Guidelines, differ from either Federal or State signing and pavement marking standards, the Authority Guidelines shall take precedent. The portions of the FDOT Standard Specifications and the FDOT Design Standards cited below are made a part of the.

3.2 FDOT Standard Specifications:

In case of discrepancies between these Maintenance Specifications and the Standard Specifications, these specifications will take precedence.

1. Section 700, Highway Signing
2. Section 705, Object Markers and Delineators
3. Section 706, Raised Retro-Reflective Pavement Markers and Bituminous Adhesive
4. Section 710, Painted Pavement Markings
5. Articles 711-2, through 711-6 of Section 711 regarding thermoplastic compound
6. Section 713, Permanent Tape Stripes and Markings
7. Articles 994-2 and 994-3 of Section 994, regarding Reflective Sheeting

3.3 Index Drawings:

Nos. 400, 410, 600 through 670, 700, 11200 through 11860, 13417, 17302, 17345 through 17349, 17352, 17355, 17357 and 17359.

3.4 Unless otherwise directed by the Manager of Maintenance or specified herein, all salvaged material will remain the property of the Authority to be delivered by the Contractor to a designated storage facility. Material that is classified as waste by the Authority shall become the property of the Contractor to be disposed of properly at locations provided by the Contractor.

3.5 All tubing supports will require post anchor to prevent turning of the sign structure.

- 3.6 For all new sign regardless of mounting type (ground or overhead), stencil or apply a decal with the following information on the back of each panel: OOCEA/Maintenance; Fabricator's initials and date of fabrication (DOF); Sheeting manufacturer and name of sheeting; Date of installation (DOI). Stencil or apply decal in the lower left corner of the panel. Stencil or decal using black paint when back of panel is not painted black. If back of panel is painted black, stencil or decal using white paint. Stencil or decal in large enough letters to be clearly legible.
- 3.7 For full or partial overlays, regardless of mounting type (ground or overhead), stencil or apply decal meeting all requirements contained herein. Leave the existing decal visible.
- 3.8 For roadside sign relocation, abandoned sign footers must be removed to twelve (12) inches below existing ground elevation.
- 3.9 All new single post, multi-post and overhead sign panels shall be a minimum of 0.125 inches thick aluminum. All overlays shall be a minimum of 0.08 inches thick aluminum. Extruded panels are not allowed. No more than one horizontal splice shall be allowed in large panel fabrication. The horizontal splice shall be at the centerline of an interior wind beam and shall be located between lines of copy on the panel face.
- 3.10 For new single post and multi-post assemblies or panel replacements, use 3M™ Company Very High Bond (VHB) Acrylic Foam Tape number 4950 in combination with mechanical fasteners to attach panels to wind beams, brackets and splice plates. Install VHB tape meeting all 3M™ requirements and in conformance with the Special Provision included at the end of this section. Do not reuse VHB tape once installed. Submit VHB calculations with panel shop drawings.
- 3.11 Use countersunk screws for the mechanical fasteners when installing new single post, multi-post and overhead sign panels. Apply a patch matching the sheeting color and material over each countersunk screw. Patch shall be of sufficient diameter to secure patch to sign face. Orient the patch in the same direction as the sign face material.

- 3.12 For new signs and full or partial overlays, regardless of mounting type, use 3MTM Company Diamond Grade CubedTM (DG3) Reflective Sheeting. Use 3MTM Company Diamond Grade CubedTM (DG3) Fluorescent Yellow Reflective Sheeting when installing new panels or overlays for the following warning signs: Lane Drop (W4-2), Lane Ends (W9-1, W9-2), Reduce Speed Ahead (W3-5), curves and pedestrian crossing. Use 3MTM Company Diamond Grade CubedTM (DG3) Fluorescent Yellow-Green Reflective Sheeting when installing new panels or overlays for school crossing warning sign. 3M Company EC Film 1170NP (clear) shall be applied to all finished panels or overlays for the Authority's Logo, the E-Pass Logo and the Authority's toll shield either free standing or within a guide sign or mile post marker.
- 3.13 For full sign overlays, overlap of the existing panel is limited to between one (1) and three (3) inches. If new overlay matches the size of the existing sign, trim the corners of the existing sign if necessary such that the existing corners are not visible when overlay installation is complete. Hex head bolts on the sign surface shall be replaced using countersunk screws. Remove all existing overlays prior to installing the new overlay.
- 3.14 For partial overlays, remove any existing overlay in the same location. Install pop rivets at a minimum of 6" centers on the border of the overlay and 12" centers across the face of the panel(s). Paint pop rivets to match color of sign sheeting at pop rivet locations.
- 3.15 For multi-post sign supports, aluminum and steel, furnish and install sign supports as specified including any breakaway devices necessary. Determine the number, length, and size of sign supports based on the latest FDOT Multi-post Sign computer program which the Contractor can download from the FDOT's internet site or, if necessary, will be provided on disk upon request. Submit the results of the computer run to the Manager of Maintenance prior to the fabrication of the support(s). Supports shall meet the requirements of Index Drawing No. 11200 as amended below. Round multi-post sign supports may be used at the Contractor's option. However, if these supports are used, submit to the Manager of Maintenance for approval design drawings that have been signed and sealed by a Professional Engineer registered in the State of Florida.
- 3.16 For single post sign supports and foundations, furnish and install sign supports and breakaway devices meeting criteria in FDOT Design Standard 11860.
- 3.17 For attenuators, furnish and install nine button Object Markers (OM1-1) as found in the FHWA Standard Highway Sign manual.

- 3.18 For delineators, roadside and surface mounted delineators that are removed will become the property of the Contractor to be disposed of properly.
- 3.19 For roadside flexible delineators, use Safe-Hit Corporation, type 2 Guide Posts (48" with flattened top).
- 3.20 For surface mounted delineators, use single unit Flexstake 48" Low Profile Surface Mount Delineators. Adhere the entire delineator base to the roadway surface.
- 3.21 For reflective markers:
- Furnish and install 3M™ Company Series 290 Reflective Pavement Markers on the roadway surface. New pavement markers may be offset 1" from the pavement marking line if directed by the Manager of Maintenance, to improve adhesion to old pavement.
 - Furnish and install guardrail reflective markers in kind or per the latest FDOT Design Standard (Index 400) as directed by the Manager of Maintenance.
 - Furnish and install barrier wall reflective markers in kind or per the latest FDOT Design Standard (Index 410) as directed by the Manager of Maintenance.

Old pavement markers will become the property of the Contractor to be disposed of properly at locations provided by the Contractor. Roadside disposal does not constitute proper disposal.

- 3.22 For pavement markings, use thermoplastic for stop bars, crosswalks, edge lines along loop ramps and standard pavement messages and directional arrows. Use 3M™ Company Stamark™ High Performance Tape Series 380IES for all other striping on the mainline and ramps unless the Authority standards are revised. Furnish and install one stripe of the specified width, i.e. do not abut multiple stripes in order to meet the specified width (example: three 6 inch stripes to make one 18 inch stripe).
- 3.23 For all traffic striping and pavement markings, furnish and install in accordance with manufacturers specifications traffic striping and marking as specified in herein, including cleaning and protection of surfaces, and curing and protection of all items as required. Removal of pavement marking shall be by a method which

does not significantly damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Repair any damage to the pavement which results from the marking removal operation.

- 3.24 All ground mount signs, except where noted in the plans, shall utilize 3M VHB (Very High Bond) Acrylic Foam Tape Number 4950, or Authority approved equal in combination with mechanical fasteners (countersunk screws) to fasten the sign panel to wind beams/ brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1") from the edge of each vertical splice at each wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Index Nos. 11200 and 11860) to the panel. See attached Typical Three Panel Sign sketch. Other mechanical fasteners per Index Nos. 11200 and 11860 shall remain.

- A. The following procedure shall be used to determine the minimum amount of tape necessary for each sign for the attachment of the panel to the wind beams (z-bars):

1. Sign Surface Area: Multiply the dimensions of the sign face, in feet, to determine the sign's surface area.

$$\text{length} \text{ ft.} \times \text{width} \text{ ft.} = \text{(a)} \text{ ft}^2 \text{ of sign surface area.}$$

2. Sign Weight: Multiply the surface area (a) by the appropriate weight per square foot (from Table below) for the particular thickness of aluminum being used to determine the static load of the sign face.

Thickness (in.)	Weight (lb/ft ²)	
.080	1.15	
.100	1.44	From Table 7.4 of the ASTM Chart for sheet and plate weights
.125	1.80	

$$\text{(a) from Table} \text{ ft}^2 \times \text{(b)} \text{ lb/ft}^2 = \text{ } \text{lbs. of static load.}$$

3. Square Inches of Tape: Multiply pounds of load (b) by 4 in² of tape per pound to determine amount of tape required to support the load.

$$\frac{\text{_____ lbs.}}{(b)} \times 4 \text{ in}^2 / \text{lb.} = \frac{\text{_____}}{(c)} \text{ in}^2 \text{ of tape.}$$

4. Lineal Feet of Tape: To convert the required square inches of tape into lineal feet of 1-inch wide tape to be applied to stiffeners, divide the required square inches (c) by 12 in./lineal foot.

$$\frac{\text{_____ in}^2}{(c)} \div 12 \text{ in./ft.} = \frac{\text{_____}}{(d)} \text{ lineal foot of 1-inch wide tape required to support the weight of the sign face}$$

5. Area of Tape Per Z-Bar: Divide the lineal feet of 1-inch tape (d) by the number of z-bars.

Additional, or larger, z-bars in excess of the standard number or size per Index 11200, may be required to achieve the square area of tape required per the above calculations. Payment shall be included in the unit price for the sign as bid.

The above calculations identify the minimum tape required. However, the entire length of all z-bars in all signs shall be covered with tape.

More tape may be necessary to fully cover all the stiffeners used to prevent wind deflection for a particular sign design. The Contractor shall submit calculations to the CEI for review by the manufacturer.

- B. For connection of sign panel pieces at butt joints, the following procedure shall be used to determine the amount of VHB tape necessary. Backing strips 22 inches to 3 inches wide shall be used along the length of all sign panel butt joints. A 1 inch strip of VHB tape shall be placed along each edge of the backing strip (i.e., two 1 inch strips along the length). The center of the backing strip shall be placed at the center of the butt joint.

C. Installation Procedures

Required Surface Preparation for All Applications

1. Application Temperature: The tape application temperature range shall be 70 degrees Fahrenheit to 100 degrees Fahrenheit.
2. Cleaning: All surfaces to be bonded shall be cleaned with a solvent such as a 50:50 mixture of isopropyl alcohol (rubbing alcohol) and water, then wipe the surface with a clean, dry cloth to remove solvent. Oil based solvents that inhibit adhesion, such as turpentine, shall not be used. Contractor shall follow solvent manufacturer's directions and precautions for handling solvent.
3. Abrading: Metal surfaces shall be lightly abraded with isopropyl alcohol saturated abrasive pad prior to applying tape. Metal with corrosion or other surface debris on any reclaimed metal shall be abraded before taping. Surface shall be re-cleaned with solvent after abrading. Conversion coated aluminum that is free of surface debris will not require abrading.
4. Rub Down Pressure: Firm application pressure shall be applied to ensure bond strength through adequate adhesive-to-surface contact.
5. Dwell Time: After proper application, the bond strength should increase as the adhesive flows onto the surface. At room temperature, approximately 50% of the ultimate strength should be achieved after 20 minutes, 90% after 24 hours, and 100% after 72 hours. In some cases, bond strength can be increased and ultimate bond strength can be achieved more quickly by exposing the bond to elevated temperatures e.g., 150 degrees Fahrenheit for 1 hour.

Assembly Steps for Bonding Stiffeners

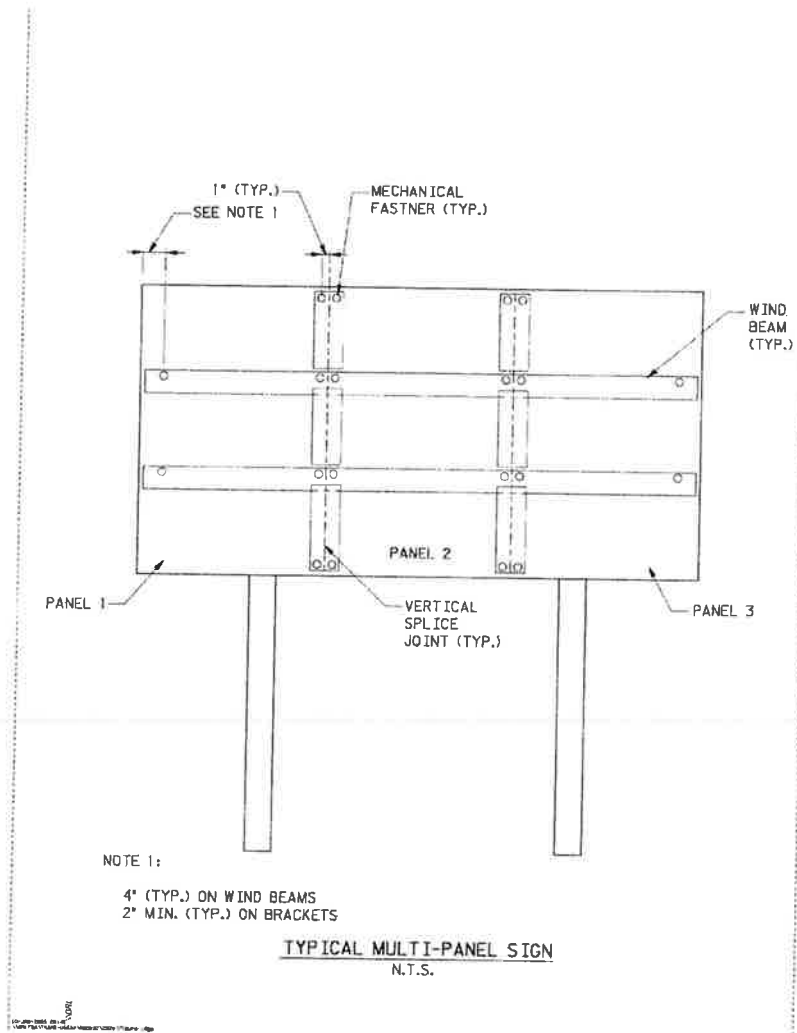
1. Determine the amount of tape to be used from the procedures detailed above.

2. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water. Metal surfaces shall be lightly abraded to improve initial bond strength. Re-cleaning shall be performed after abrading (see Required Surface Preparation for All Applications).
3. VHB tape shall be applied to a clean, dry, well unified surface of the stiffener with a hand held roller or tape applicator.
4. Laminated panels shall be aligned in the desired position and the stiffeners placed in the proper location for bonding to the panel.
5. The sign surface where the stiffener is to be bonded shall be clean and dry.
6. The stiffener shall be aligned in position and the release liner shall be removed. The stiffener shall be pressed in place on the panel and a hand held roller used to aid in laminating the stiffeners to the panel. A flat firm surface shall be used to support the sign panels while pressure is being applied. Repeat steps 2-6 until all the stiffeners are bonded to the panels.

Bonding Backing Strips on Multi-Panel Signs

1. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water (see Required Surface Preparation for All Applications).
2. A strip of VHB tape shall be applied along both longitudinal edges of the backing strip.
3. The backing strip shall be aligned on the panel seam so that both edges of the two panels are covered with tape.
4. The release liner shall be removed and the backing strip applied to panel seams. A hand roller shall be used to aid in laminating the batten strip to the panels.

Technical assistance and pricing information for this product may be obtained from 3M Industrial Tape and Specialties at 800-362-3550.



END OF SECTION

Attachment 8
TRAFFIC CONTROL DEVICES

1.0 Description

- 1.1 Contractor shall furnish, install and maintain traffic control devices for both routine and emergency situations.
- 1.2 The Authority will provide a list of names and titles of individuals who are authorized to direct the Contractor to provide traffic devices. Do not provide any devices unless specifically directed to do so by an authorized individual.

2.0 Contractor Responsibilities

- 2.1 Use experienced personnel with the ability to interpret traffic engineering standards and applications, and to make judgments in the field as situations warrant. Personnel shall be certified in accordance with FDOT procedure 750-030-006(a), which is hereby incorporated by reference and made a part of this Contract as if fully set forth herein.
- 2.2 Provide a Worksite Traffic Supervisor with all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations.
Ensure that the Worksite Traffic Supervisor performs the following duties:
 - 1. Performs on site direction of all traffic control in a work zone.
 - 2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
 - 3. Is on site during all nighttime operations to ensure proper Maintenance of Traffic.
 - 4. Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 1 hour.
 - 5. Is available on a 24-hour per day basis and present within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
 - 6. On Maintenance of Traffic lasting more than 24 hours conduct daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

2.3 Emergency Installations

Devices used in emergency situations are classified as either non-traffic control or traffic control.

2.3.1 Non-traffic control devices include Type I and Type II barricades with steady burn or flashing lights and sandbags for weight. These devices shall be used to delineate or identify a hazard along the roadside, median, and shoulder up to within 2 feet of a travel lane. These devices shall also be used within toll plazas.

2.3.2 Traffic control devices shall be used to control or guide traffic under the following general conditions:

- a. Type I - Single lane closure
- b. Type II - Two lane closure
- c. Type III - Full roadway closure and/or detour route signing
- d. Type IV - Ramp closure
- e. Type V - Lane closure at toll plazas

2.3.3 The approximate number, types, and placement of traffic control devices required for each closure configuration shall be in accordance with the MUTCD and FDOT Design Standards Index Nos. 600 through 650 as each may be applicable to field situations. These standards establish the minimum requirements. Additional warning devices, barricades, or other safety devices may be required as directed by the Manager of Maintenance where unusual, complex or particularly hazardous conditions exist. Minimum transition taper lengths on the mainline for lane closures shall be 800 feet for purposes of this contract.

2.3.4 Cones which shall be a Type I device can be used during daylight hours only, where their use does not exceed eight hours in any one day.

2.4 Maintenance of Devices

2.4.1 Perform daily inspection of all traffic control devices installed and replace all equipment and devices not conforming to standards.

2.4.2 Keep traffic control devices, warning devices and barriers in the correct position and clearly visible and clean at all times. Check batteries in barricades equipped with flashers and replace if necessary to ensure proper operation. Immediately repair, replace or clean damaged, defaced, or dirty devices or barriers as directed by the Manager of Maintenance.

2.5 Non-Emergency Installation at Interchanges

Furnish, install, and maintain Type II barricades with steady burn or flashing lights and sandbags for weight.

2.6 Variable Message Sign (VMS)

Furnish, operate and maintain portable Variable Message Signs (VMSs) (furnish fuel, oil and batteries) as directed by the Manager of Maintenance.

END OF SECTION

Attachment 9
CABLE BARRIER SYSTEM REPAIR

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of cable barrier, posts, cables, anchorages and miscellaneous hardware.

2.0 Contractor Responsibilities

- 2.1 Repair or replace damaged cable barrier and accessories using materials of a brand and quality equal to or better than the ones being replaced and shall be compatible with the existing equipment.
- 2.2 Accomplish all installations in accordance with the manufacturers requirements.
- 2.3 Parts provided by the Contractor shall be new. Rebuilt and or repaired parts will not be acceptable.
- 2.4 Remove and dispose of all debris from the right-of-way at the completion of the work.
- 2.5 Repair response time shall be a maximum of two (2) hours from time of notification. Reduction in compensation shall be assessed per the Scope of Services for emergency response.
- 2.6 Damaged cable barrier is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Design Standards.
- 2.7 Permanent repairs to damaged cable barrier shall be completed no later than the next day, unless, due to the severity of damage, the Manager of Maintenance determines a longer time frame is necessary. Failure to repair the damaged cable barrier within the time specified shall result in a penalty of \$100 per day.
- 2.8 The Contractor shall maintain a sufficient inventory of spare parts for emergency repairs of the cable barrier system at no additional cost to the Authority.

END OF SECTION

Attachment 10
FERTILIZER APPLICATION

1.0 Description

- 1.1 Furnish and apply bulk fertilizer with truck or tractor pulled distributors to provide required nutrients to establish and maintain grass and vegetation. Apply fertilizer in accordance with the Contractor's approved Work Plan. It is anticipated that applications will occur within the Contract limits twice a year (March or April and September or October). Completion time for each application will be 10 calendar days.

2.0 Contractor's Responsibilities

- 2.1 Use equipment specifically designed for commercial application of fertilizer. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work.
- 2.2 Properly use and dispose of all chemicals and fertilizers in strict accordance with applicable local, state, and federal environmental regulations and shall indemnify the Authority for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and fertilizers.

2.3 Fertilizer Requirements

Commercial fertilizer shall comply with all applicable State of Florida fertilizer laws and regulations.

- 2.3.1 The numerical indication of fertilizer indicates the minimum percentages respectively of (1) total nitrogen, (2) available phosphoric acid, and (3) water soluble potash, contained in the fertilizer.
- 2.3.2 The chemical designation of this fertilizer shall be 15-0-15 distributed uniformly at 290 pounds per acre unless otherwise directed by the Manager of Maintenance.
- 2.3.3 The fertilizer shall contain 15% total nitrogen with 50% of its nitrogen in the water insoluble form and shall be derived from a fertilizer grade of:
- A. Ureaform containing 38% nitrogen and having an activity index of 40% as determined by the appropriate A.O.A.C. procedure; or

B. Isobutylidene Diurea containing 31% nitrogen with a particle size of 0.7 – 2.0 millimeters (coarse grade); or

C. Sulfur Coated Urea containing a minimum of 35% nitrogen

2.3.4 The remaining 50% of nitrogen shall be water soluble derived from:

A. 5.25% Ammoniacal nitrogen

B. 0.25% Nitrate nitrogen

C. 2.0% Urea nitrogen

If the fertilizer is delivered in bulk, provide documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide individual bag tags to verify weight and content.

2.3.5 If the fertilizer is delivered in bulk, provide documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide individual bag tags to verify weight and content.

2.4 Limits of Fertilizer Application

2.4.1 In general, spread fertilizer on all slopes, and in median islands. On steep slopes where machine spreading is not practical, perform spreading by hand operated mechanical spreaders.

2.4.2 It is the intent to fertilize all areas routinely mowed by the Authority. Any variation from these mowing areas will be designated by the Manager of Maintenance.

END OF SECTION

Attachment 11
CHEMICAL CONTROL OF WEEDS AND GRASS

1.0 **Description**

- 1.1 Provide all labor, materials and equipment necessary to apply herbicides to roadside vegetation to treat undesirable weed and brush growth around roadside obstructions, in surface joints, on paved surfaces, along fence lines, around ornamental plantings, along shoulders, edge of pavement, curb and gutter, around guardrail, signs, culvert ends, bridge abutments, and narrow or wide medians, on and around MSE walls and any and all concrete structures. Perform aquatic vegetation control along outfall ditches, roadside ditches, around drainage structures and side drains. The Authority expects these areas to be virtually weed free.

2.0 **Contractor Responsibilities**

2.1 **Materials**

All herbicides shall be commercial quality complying with the herbicide laws of the State of Florida. Submit manufacturer's Material Safety Data Sheets and application rates for all herbicides intended for use to the Manager of Maintenance for approval prior to beginning work. When herbicides are used around guardrail, curbs and miscellaneous obstructions, use a dye to highlight the area(s) sprayed. Dye shall not be used when applying herbicide on painted soundwalls, MSE walls or any other painted surface.

2.2 **Equipment**

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 Manager of Maintenance.

Herbicide application in conjunction with mowing shall use a computerized control system to dispense chemical inside the mower deck or an enclosed chamber simultaneous to the mowing operation. Apply herbicide directly to the cut of the surface tissue of the plant at the moment of cut. Equip each deck with an independent control to provide simultaneous or singular use of each particular deck. Use a computer that will automatically signal the operator with an audible alarm and a visible diagnostic error message should the vehicle ground speed and selected application rate exceed the pump output capacity or become too slow for uniform application of materials. The computer system console must display the accumulated area treated, the accumulated distance traveled, the speed, and the rate of application. The computerized control system must provide daily

**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 and, to the extent applicable to the undersigned, agrees to abide with such policy.

Jorgensen Contract Services, LLC

Company Name

By:



Title:

SENIOR VICE PRESIDENT

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

CHARLES E. HENNINGSGAARD, PE

Project Role: Project Principal



EDUCATION

- BSCE 1967, University of Minnesota

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Licensed Professional Engineer – Florida and Minnesota
- Chi Epsilon Honorary Engineering Society

PROFILE

Mr. Henningsgaard's career has spanned 40 years since being discharged from the US Air Force in 1970. Thirty of those years have been with Roy Jorgensen Associates working on highway maintenance and construction projects around the world. Since rejoining Jorgensen in 1982, he has held leadership positions, managing and directing one of two major divisions of the Company. Mr. Henningsgaard is a Senior Vice President and currently sits on the Board of Directors and the Executive Committee. In these capacities he sets policy and directs the development and execution of initiatives and programs affecting technology development, resource allocation and core business functions. During the past 15 years he has focused his efforts on the development of programs and methods to improve the organization and delivery of operations and maintenance. This has included the design of new outsourcing strategies, as well as the adaptation of new technologies to operations and maintenance practices.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc.

Senior Vice President - 1999 to Present

- Sets annual division goals and objectives. Prepares and executes business plans in line with Company policy.
- Directs business development with focus on concessions, operations and maintenance outsourcing and consulting engagements involving roadway and bridge maintenance.
- Develops and negotiates contracts and subcontracts with clients and vendors.
- Supervises and administers domestic and international projects involving construction and maintenance of infrastructure.
- Provides recommendations and input to various trade and industry organizations involving infrastructure maintenance, public-private partnerships, and asset management.
- Prepares reports and papers on various topics of interest to highway industry.
- Develops training programs for highway agencies.
- Develops and organizes unit cost material for large operation and maintenance programs.
- Develops and implements quality control and quality assurance programs for contract maintenance projects.
- Develops and implements maintenance and construction management systems.

Roy Jorgensen Associates, Inc.

Highway Privatization and International Services Division
- 1982 to 1999

- Identified potential projects and developed plans and proposals for bidding.
- Organized and developed construction operations that provided services for drainage and storm water management.

- Developed Job Order Contracting (JOC) business initiatives with the US Army Corps of Engineers. Supervised JOC and SABER projects for eleven large military bases.
- Assisted Ministries of Transportation in Brazil, Argentina and Chile in the development and implementation of highway privatization projects.
- Provided corporate supervision of all Jorgensen international projects.
- Developed and negotiated contracts with clients.
- Prepared and delivered presentations on highway privatization and tolls concessioning.

Roy Jorgensen Associates, Inc.

Highway Management Consultant - 1980 to 1982

- Independent consultant specializing in management of highway construction and maintenance.
- Prepared preconstruction program for Ethiopia Transport Construction Authority.
- Analyzed maintenance facilities required for Public Works Department in Portland, Maine.
- Designed infrastructure improvements for small municipalities.

Roy Jorgensen Associates, Inc.

Team Leader - 1979 to 1980

- Lead staff of engineers and analysts in development and implementation of maintenance management system for Ethiopian Roads Authority.
- Prepared work plans and budgets for maintenance divisions throughout Ethiopia.
- Developed and implemented computer application to perform analysis of maintenance needs.
- Conducted inventory and condition assessment of national roads.
- Prepared and implemented training programs in maintenance management and maintenance work activities.

Lake of the Woods County, MN

County Engineer - 1977 to 1979

- Responsible for all county road and bridge infrastructure development and maintenance.
- Prepared annual work program and budgets.
- Coordinated with other agencies to accomplish infrastructure development.
- Managed a staff of 30 engineers, technicians and administrative assistants.

Roy Jorgensen Associates, Inc.

Associate - 1973 to 1975

- Performed data collection and analysis of roadway inventory and maintenance needs.
- Prepared work program and budgets for annual work plans.
- Defined maintenance work activities and prepared training programs for maintenance crews.
- Prepared reports and briefings for City Managers and Councils.

City of Minnetonka, MN

Assistant Director of Public Works - 1971 to 1972

- Directed City Maintenance Division.
- Responsible for city sewer and water systems.
- Supervised daily operation of maintenance personnel and plant operators.

RICK SULZER, PE

Project Role: Program Manager



EDUCATION

- BSCE, 1993, University of Central Florida

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Licensed Professional Engineer, Florida (#52112) and Texas (# 95082)
- Certified NBIS Bridge Inspector

PROFILE

Mr. Sulzer has been in the civil engineering and civil construction fields for more than 15 years. He has held senior management positions with engineering and construction companies in Florida and Texas and demonstrated proven success in meeting project deadlines, staying on budget, and offering unmatched client satisfaction.

Mr. Sulzer has 10 years of experience designing and managing large state DOT projects from the planning stages through design, construction and maintenance. He has a thorough knowledge of transportation infrastructure design and innovative methods of project delivery including Public-Private Partnerships (PPP). On every project, Mr. Sulzer focuses the teams efforts on attention to detail and following quality control procedures to ensure the project deliverables are accurate and fully meet client expectations.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc. Vice President/Director of Operations - 2006 to Present

- Oversees general operations of roadway maintenance contracts.
- Conducts business development and client relations.
- Oversees employee development plan to recruit, develop, and retain key talent in the maintenance industry.
- Manages asset management and maintenance consulting assignments.
- Develops Public-Private-Partnership (PPP) business opportunities.
- Identifies industry leading technologies and value engineered products used in maintenance operations and disseminates information to projects.

TEE Group, Inc. Assistant Director of Engineering - 2005 to 2006

- Managed a staff of over 20 engineers and technicians located in four (4) offices.
- Re-organized staff to focus on customer service while improving product quality.
- Developed client satisfaction program with significant improvement being recognized.
- Prepared QA/QC program for TxDOT Engineering projects.
- Established reputation as industry leader within the engineering discipline.
- Project Manager for several TXDOT projects across the state.

Hughes Supply, Inc. District Manager - 2003 to 2005

- Lead the turn around of a declining \$18M year company into a market share leading \$45M enterprise.
- Worked closely with the roadway and utility contractors during the installation of delivered construction products.
- Prepared shop drawings and product specification submittals for city and state projects.

- Managed an outside sales team and operations of \$4M inventory, purchasing, estimating and the business P&L statement.

James Hardie Building Products, Inc.

Regional Manager - 2000 to 2003

- Developed the market and managed the Southeast Region based in Florida.
- Developed the organization structure, staffed the business and created the employee appraisal system.
- Created, developed, and managed the sales team to meet and exceed sales goals and developed a specifications-driven construction industry product line.
- Assisted with the development of marketing program (brochures, web-site and branding) that was responsible for bringing a new product into the very competitive and mature concrete pipe market.

Contech Construction Products, Inc.

Regional Sales Manager - 1997 to 2000

- All marketing and sales of the product line.
- Created and managed the distribution network including pricing, product support and incentive programs.
- Developed new markets for the product line that were more profitable with less competition.
- Trained, developed and managed several new sales engineers in the Region as the business grew by 300% in three years.
- Assisted City and County Engineers with cost effective value engineered drainage designs.

URS, Inc.

Project Manager/Engineer - 1993 to 1997

- Performed roadway and drainage design, including the drafting and modeling design software (GEOPAK and Microstation).
- Managed a design team on state (FDOT) highway projects.
- Created project schedules, chaired project status meetings with clients and assisted with marketing services to new clients.
- Coordinated construction inspections.

KEY PROJECTS



Contract Maintenance Harris County Toll Road Authority, Houston, Texas

Project Manager. Jorgensen performs routine and preventive maintenance on the toll road system in Harris and Ft. Bend Counties. The HCTRA system is the second largest in the State of Texas with estimated toll revenue of \$1M a day. Project scope includes roadway and roadside maintenance, vegetation management, drainage, traffic services, incident response, damage repairs, work zone and traffic control operations. As Project Director, Mr. Sulzer is responsible for overall project management and direction, client interface and annual plans and budget.



New Jersey Asset Valuation, New Jersey Treasury Department, NJ

Project Engineer. The State is exploring the concept of leasing these assets to a Private Partner in return for a one time lease payment estimated to be in the billions of dollars. Responsible for developing a detailed cost model for a long-term maintenance program as part of an Asset Valuation study on the three major toll roads in New Jersey.

JOHN MCPHERSON

Project Role: Project Manager



EDUCATION

- U.S. Air Force, Various Courses including Unit Price Standards/Engineering Performance, Standards for Construction and Repair Project Estimating, Application of Computer Systems for Construction, Aircraft Mechanic School, B-52 Bomber School, Airframe and Power Plant School
- Corps of Engineers: Infrastructure Operations and Maintenance
- University of South Florida: Continuing Education Courses in Plan Review and Cost Estimating

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- FDOT Maintenance Rating Program Certification
- National Roofing Contractors Association Certification
- FDOT Advanced Certification
- Hazmat Certification
- Work Zone Traffic Control Supervisor

PROFILE

Mr. McPherson has 29 years of experience in technical operations and maintenance management including 20 years of management and supervision in the highway industry. In recent years he has directed projects in Florida dealing with both highway and facility maintenance. He has successfully served as Project Manager for Florida DOT and Florida's Turnpike Enterprise projects. Mr. McPherson's experience covers construction and maintenance of facilities structures and roadway infrastructure. He has detailed knowledge and skill in the operation of heavy equipment and has overseen the development of fleet maintenance systems and equipment yards.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc. Florida Regional Mgr/Project Director - 2002 to Present

- Oversees performance of Jorgensen's asset maintenance projects in Florida, and O&M for the I-595 corridor project.
- Coordinates communications and meetings with Florida DOT and other agencies regarding project status and performance of work.
- Prepares long-term work plans and short-term schedules.
- Performs periodic quality control reviews of projects and subcontractor activities.
- Identifies and procures needed resources to meet project requirements.
- Supports partnering initiatives with clients.
- Provides guidance and direction to Project Managers regarding technical and administrative activities.
- Prepares reports and assessments for Corporate management.

Roy Jorgensen Associates, Inc.

Project Manager - 1992 to 2002

- Responsible for planning, scheduling and controlling in-house and subcontractor work force to accomplish project objectives.
- Directed specific field maintenance work.
- Negotiated and implemented subcontracts for accomplishment of scheduled and specialized maintenance work.
- Coordinated with client on specific maintenance problems.
- Communicated with other agencies and general public on complaints, service requests and specific maintenance requirements.
- Coordinated requirements for permitting, bridge inspections and incident management.
- Prepared local emergency preparedness plans according to Federal and State requirements and trained crews to carry out assigned duties.

Roy Jorgensen Associates, Inc.

Construction Quality Control Manager - 1990 to 1992

- Performed review and inspection of Firm's maintenance work on Simplified Acquisition of Base Engineering Requirements (SABER) infrastructure and rehabilitation projects at Langley and McClellan Air Force Bases.
- Developed scopes of work for task orders.
- Selected subcontractors and oversaw their work.
- Performed quantity estimates and unit pricing for Unit Price Book.
- Worked with client to resolve design discrepancies and other issues prior to issuing delivery orders.
- Prepared and negotiated change orders.
- Prepared monthly progress reports and invoices.

Roy Jorgensen Associates, Inc.

Field Superintendent, 1988 to 1990

- Developed and reviewed scopes of work for SABER and Job Order Contract (JOC) task orders.
- Interviewed and hired subcontractors and monitored their work per assigned task orders.
- Participated in site visits and prepared daily quality control and safety log entries.
- Handled field change orders and prepared documents.
- Scheduled and participated in pre-final inspection of work.

U.S. Air Force / U.S. Civil Service

1980 to 1988

- Developed scopes of work under SABER work program that included quantity and cost estimates and site descriptions.
- Performed inspections of work-in-progress.
- Conducted final inspection and prepared complete final project close-out packaging.
- Supervised large maintenance work crews that maintained a nine square mile area of Hanscom Air Force Base.
- Operated heavy equipment including backhoe, grader, and front end loader.

U.S. Air Force

Crew Chief - 1978 to 1980

- Active duty in US Air Force.
- Served as Crew Chief for B-52 Bomber.
- Trained and directed crews of airframe and power plant technicians in maintenance of various aircraft.
- Conducted inspections for quality control and readiness.

RICHARD LAWSON

Project Role: Field Superintendent



EDUCATION

- College of Lake County, Illinois, Air Conditioning/Refrigeration Certificate Program
- Tri-Cities Vocational School, Industrial/Residential Electrical Program

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Military Special Training Schools – E-8 Senior Chief, USN
- Florida Registered Electrical Contractor – ER13014481
- Duval County Master Electrician
- Florida Advanced Work Zone Traffic Control Supervisor Certification
- Florida CDL 'B' Operator
- Allen Bradley PLC (Programming Logic Controls) Courses: PLC Basics; PLC Programming and Maintenance

PROFILE

Mr. Lawson has over 35 years' experience in electrical/mechanical and roadway maintenance supervision including asphalt, concrete, drainage, utilities, plumbing, heating and air conditioning, electrical, hydraulic and pneumatic repairs. He has supervised several large highway and facility maintenance projects requiring multi-project scheduling of resources.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc.

Project Supervisor - 2006 to Present

- Performs regular inspections to identify maintenance needs, assists in the development of highway maintenance work plans, verifies compliance with State DOT standards.
- Manages maintenance technicians and schedules and documents work performed using the Jorgensen Asset Maintenance Management System (JAMMS), tracks work productivity and quality control.
- Provides technical support and oversees technical crews on difficult lighting pole installations/repairs, circuit diagnostics, load center installations, guardrail, end treatment, attenuator, and other highway maintenance activities.
- Prepares work programs for periodic inspection and maintenance of high mast lights, roadway lighting, guardrail and attenuator systems, and electrical control centers.
- Oversees utility locates and various customer service requests for roadway maintenance.
- Implements programs which have increased guardrail maintenance productivity, and quality compliance, decreased highway lighting outages and increased lighting operability.

LaFarge North America, Inc.

Electrical/Mechanical Troubleshooter - 2000 to 2006

- Managed maintenance of all electrical and mechanical systems, and PLC-controlled equipment.
- Served as senior electrician with supervisory responsibilities.

St. Vincent's Medical Center

Maintenance Technician - 1998 to 2000

- Responsible for maintenance of all operating and emergency room electrical systems, including 277-volt lighting systems, installation and repair of phone and data communication lines.

Regency Lakes Apartments

Maintenance Technician, 1997 to 1998

- Maintained all electrical/mechanical systems including plumbing, appliances, air conditioning and pool equipment.

United States Navy

E-8 Senior Chief Electrician, 1976 to 1998

- Responsible for maintenance and operation of all assigned electrical equipment including all AC/DC motors and controls, air conditioning, air compressors, generators, emergency generators and alarm circuits.
- Division Officer for 75 subordinate staff.
- Engineering Leading Chief Petty Officer - Responsible for all enlisted personnel in the Department (325); HR, safety, work schedules, on-call rotations, shift assignments.

CHARLES PEACOCK

Project Role: Field Supervisor, Incident Management and Emergencies



PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Florida Advance Work Zone Traffic Control Supervisor Certification
- American Red Cross, First Aid and CPR

PROFILE

Mr. Peacock has 35 years' experience in supervisory positions with demonstrated organizational, customer service, and communication skills. His ability to perform tasks coordinating with outside organizations such as the Jacksonville Sheriff's Office, Florida Highway Patrol, and Florida Department of Transportation has been proven. Mr. Peacock is flexible, versatile and able to quickly assess and address emergency situations. He is competent with demonstrated effectiveness in multi-cultural environments and has excellent team building skills.

PROFESSIONAL EXPERIENCE

Jorgensen Contract Services, LLC

Incident Management Supervisor - 2006 to Present

- Provides incident management, responding to minor and major accidents, maintenance of traffic, communicating with FHP, JSO and DOT inspector.
- Serves as Traffic Incident Management Team Leader, attends quarterly meetings and coordinates inter-agency communication and maintenance needs.
- Gathers information for reports for insurance companies, ensuring full compliance with agency requirements and tight dead lines.
- Supervises MOT and emergency response subcontractors and JCS technical crews.
- Schedules and executes work orders for subcontractors and in-house crews for third party damage repair.
- Conducts small group MOT and roadside traveler safety training sessions.
- Coordinates and schedules all project lane closures and law enforcement for all project work needs.

Jorgensen Contract Services, LLC

Project Superintendent, 2005 to 2008

- Managed in-house technicians and subcontract maintenance crews, publishing all weekly work schedules.
- Coordinated daily with FDOT on maintenance work schedules, inspections, and work sign off.
- Supervised project equipment inventory, tools, specialty equipment, rentals, and coordinated all equipment maintenance programs.

Jorgensen Contract Services, LLC

Supervisor/Crew Leader, 2002 to 2005

- Supervised road service patrol program.
- Coordinated and managed maintenance subcontractors.
- Evaluated field conditions for compliance with standards and authored maintenance needs reports.

City of Jacksonville, Florida

Supervisor, 1975 to 2005

- Supervised in-house work crews and heavy equipment operations.
- Prepared computerized reports, schedules, assignments and work accomplishment documentation.

SARA A. HENNINGSGAARD, PE

Project Role: QA Manager



EDUCATION

- BSCE 2005, University of Minnesota

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Licensed Professional Engineer, Florida #70684; Texas #106472; Georgia #PE035434
- Certified Florida General Contractor, CGC1515238
- Certified NBIS Bridge Inspector
- Maintenance Rating FDOT Program (MRP) Certified Team Leader

PROFILE

Ms. Henningsgaard provides technical support, supervision, and quality assurance for all of Jorgensen's asset management and highway maintenance projects and provides specialized technical services for other Jorgensen domestic and international projects. Her primary responsibility is providing engineering support Jorgensen asset maintenance projects in Florida and Texas, including the interstate system in Jacksonville Florida; I-595 in South Florida; all primary roadways in Citrus County in western Florida; and the Harris County Tollway system in Houston, Texas. For these projects she directs the performance of the condition assessment programs, asset inventories, specialized technical and construction inspections, and quality control.

Ms. Henningsgaard has participated in research projects covering soils engineering, traffic operations, and medical data collection and documentation.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc.

Project Engineer, 2005 to Present

- Plans, schedules, and leads FDOT-required inspections of signs, guardrails and attenuators, as well as MRP's for all Jorgensen asset maintenance contracts in Florida.
- Supports the development of new business initiatives for PPP and concession programs, including designing long-term routine and capital maintenance programs and budgets.
- Develops and implements procedures for identifying work needs and comprehensive maintenance work programs based on condition assessment criteria.
- Inspects on-going maintenance work; performs plan review and inspections; and prepares punch lists for construction projects on Jorgensen maintained roadways.
- Trains other Jorgensen employees and sub-contractors in the use of condition assessment programs and in evaluating maintenance performance and planning cost effective maintenance programs.
- Conducts annual field inspections and prepares condition reports for Puerto Rico's highway system.
- Plans and coordinates field inspections, crew assignments, final inspection and quality control for sign work, including verification of compliance with standards, and ordering and installation scheduling.
- Conducts hurricane damage assessment field reviews and supports the development of Jorgensen's hurricane preparation and response manual.
- Conducts roadway, facility and structures inspections for the Harris County Toll Road project.

University of Minnesota, Minnesota
Department of Transportation (MNDOT)

Joint Research Project, 2004 to 2005

- Prepared samples and performed resilient modulus testing of various clays and fine-grained soil mixtures.
- Verified required pre-test moisture content and specific densities.
- Assisted in data analysis and documentation in the preparation of core samples for storage and future reference, and she received acknowledgement for her work in the resulting publication.

Roy Jorgensen Associates, Inc.

Intern/Coop, 2004

- Conducted a variety of roadway inventory and condition assessments, as part of official rating programs and as part of maintenance needs studies for the development of contract work plans.
- Performed bridge joint repairs, guardrail and fence maintenance, incident response and emergency repairs.
- Assisted in hurricane damage assessment and the preparation of damage reports compliant with Federal Highway Administration, FEMA and FDOT requirements and procedures.

Minnesota Department of Transportation

2002 to 2003

- Worked with MNDOT Sign and Striping Division's Metro District Center which served seven counties, including the Minneapolis/St. Paul metropolitan area.
- Prepared plans and updates for manuals using Microstation and SignCad.
- Assisted in product selection and verification of compliance with standards, striping design, review of product technical data and standard changes.
- Performed field investigations for sign placement and location changes.
- Developed plans for engineering review and conducted follow-up inspections.
- Upgraded signs and striping following such maintenance projects as resurfacing.

University of Minnesota, Cardiac Research Laboratory

2001

- Assisted in the set-up for testing of medical devices such as pacemakers, stents and closure products.
- Recorded data and documented details of methods and techniques specific to the applications of these products.

Howard Hughes Medical Institutes, National Eye Institute,
National Institutes of Health

1999 to 2000

- Participated in retinal cell research.
- Assisted in the collection and analysis of data, documentation of results, comparisons of results, revisions to study design and methodology, and report preparation.

ROGER MANN

Project Role: Quality Control Manager



EDUCATION

- Paxton Senior High School, 1971

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- FL CDL 'B' License
- Equipment Operator

PROFILE

Mr. Mann has spent his entire professional career in the roadway maintenance field. He retired from the Streets Drainage Maintenance Department of the City of Jacksonville after 32 years and holding a range of positions from equipment operator to lead superintendent. With Jorgensen, he has held two positions -- field superintendent and Quality Control Manager. His experience with roadway maintenance includes maintenance of structures, drainage, pavement and vegetation management.

PROFESSIONAL EXPERIENCE

Jorgensen Contract Services, LLC

Quality Control Leader, Investigator, Data Collector -
2008 to Present

- Supervises the Quality Control Program and teaming with the Quality Assurance Department; assists with checklist development and works with team members to review current standards.
- Gathers information in the field and prepares spreadsheets for annual work plan condition assessment evaluations.
- Conducts routine inspections of roadway features and documented deficiencies for repair. Responsible for coordination of specification training for in-house technicians and implementation of deficiency remediation measures.
- Executes contractual asset inspections for attenuator, guardrail and sign elements. Tracks all deficiencies and coordinates data analysis for repair.

Jorgensen Contract Services, LLC

Superintendent, 2006 to 2008

- Direct supervisory responsibility for road service patrols, aesthetic crews, and sign maintenance crews. Coordinated all daily roadway maintenance schedules, purchased materials, planned future job activities, and assisted with daily HR-employee functions.
- Safety Champion Program Chairman: responsible for implementation of all innovative operational safety programs; PPE policy changes; and communicates corrections of procedures from reviews of near-miss incidents.
- Supported incident management operations, responded to traffic incidents with MOT, supervised and organized emergency responder technicians.
- Developed first generation quality control program, implementing measures to ensure contract and specification compliance.
- Supervised mowing and turf maintenance subcontractors performing compliance inspections and developing operational schedules.

City of Jacksonville, Florida

Superintendent - 1973 to 2005

- Supervised Equipment Repair Shop activities.
 - Performed preventive maintenance and delivered supplies and equipment to crews.
 - Worked with and supervised crews and performing construction and repairs.
 - Maintained all aspects of right of ways including drainage and bridges.
 - Reviewed plans and standards, monitored projects for compliance with standards and schedules.
 - Oversaw operation of 60+ employees in safety and day-to-day operations.
-

BRIAN C. WALKINGTON

Project Role: Condition Assessment Inspector



EDUCATION

- Miami Dade College: Marketing/Advertising/Public Relations
- Florida State College at Jacksonville: Business Management

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Railroad Welding: Stainless, Mig; Vertical and Overhead
- Railroad Fabrication: Acetylene Torch, Plasma Cutter, Air Arc
- FDOT MRP Certified Team Leader

PROFILE

Mr. Walkington has extensive knowledge of highway assessments, asset inventory methodologies, and quality control for maintenance operations. Also provides technical support and design standards interpretation to crew members and supervisors.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc.

Quality Control/Inspector/Claims Investigator -
2008 to Present

- Plans, schedules, and leads FDOT required Maintenance Rating Program (MRP) Inspections on Jorgensen asset maintenance projects in Florida. These projects include the 171 center line miles of interstate roadway in the Jacksonville area, and 100 centerline miles of primary arterial system in Citrus County, Florida.
- Performs analysis on MRP inspection findings to support the development of annual work programs to ensure compliance with contract required performance standards.
- Performs FDOT contract mandated annual and quarterly inspections of sign, guardrail, attenuator, and lighting inspections to verify compliance with condition and performance standards.
- Performs quality control functions such as the inspection and monitoring of operational activities to ensure compliance with all state, local, and federal standards, specifications and regulations. Reports all findings to Project Managers with suggested mitigation and improvement actions.
- Inspects construction projects near completion for standard and specification compliance prior to final turn over to the FDOT maintenance division.
- Performs Third Party Claims Investigation including field investigation of vehicle accident reports with assessment of the damage and estimated cost of repairs.
- Assisted in development of Jorgensen quality control checklist system that included the development of comprehensive asset checklists to be used by Jorgensen technicians to ensure accurate maintenance performance. This also includes the training of supervisors in the correct methods of application.
- Assisted in the development of a Condition Assessment Program for Harris County Toll Road Authority, Houston, Texas. Includes 120 centerline miles of limited access toll facility. This effort involved the development of a condition manual to be used to train field staff in the basic inspection methods.
- Performs inventory and baseline condition reviews for all current Jorgensen maintenance projects.

TTX (Railroad)

Welder/Fabricator/Overseer - 2006 to 2008

- Assured quality production while training and supervising newer employees.
- Translated blueprints and schematics to implement new fabrication/transformation projects.
- Assisted in repair, rebuilding, and fabrication of multiple designs of rail cars.
- Implemented efficient work processes on production level to yield higher results without sacrificing quality or safety.
- Maintained a 100% safety rating throughout employment by expressing the importance of working in teams and supervising one another's actions. Emphasized the value of teaching, rather than criticizing newer employees, to maintain quality and a safe working environment.

State of Florida

Board of Professional Engineers

Attests that

Charles E. Henningsgaard, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

P. E. Lic. No:

Expiration: 28-FEB-11

Audit No: 228201117135

62302

DISPLAY AS REQUIRED BY LAW

State of Florida

Board of Professional Engineers

Attests that

Richard S Sulzer ,P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **28-FEB-11**

P. E. Lic. No:

Audit No: **228201125141**

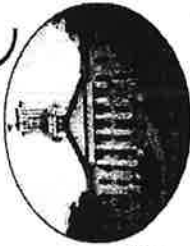
52112

DISPLAY AS REQUIRED BY LAW

State of Florida

Florida Board of

Professional Engineers



Whereas

Sara Anne Henningsgaard

has shown

competency and fitness to practice Professional Engineering and has complied with all requirements of the Board of Professional Engineers; therefore by virtue of the Powers vested in said Board by the State of Florida, The Florida Board of Professional Engineers hereby issues this certificate of licensure numbered 70684 to practice Professional Engineering in the State of Florida as provided by the laws of the State and subject to the powers as vested in said Board.

Audit No: 93830



In Testimony Whereof, Witness the signature of the Chair and Vice Chair

under the seal of the Board this 9 day of JAN, 2010.

John C. Dunbar

Chair

William H. P.F.

Vice Chair

John C. Dunbar

Governor

State of Florida

Department of State

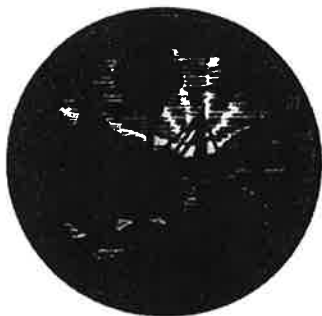
I certify from the records of this office that JORGENSEN CONTRACT SERVICES, L.L.C. is a limited liability company organized under the laws of the State of Florida, filed on March 26, 1996, effective March 22, 1996.

The document number of this limited liability company is L96000000364.

I further certify that said limited liability company has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 4, 2011, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Fifth
day of January, 2011*



Jennifer Kennedy
Secretary of State

Authentication ID: 400189349984-010511-L96000000364

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

PRICE PROPOSAL
ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 408, S.R. 417, S.R. 528 AND S.R. 551
CONTRACT NO. 000761

PRICE PROPOSAL OF

Jorgensen Contract Services, LLC

3735 Buckeystown Pike (NAME)

Buckeystown, Maryland 21717

(ADDRESS)

(301) 831-1000

(TELEPHONE NUMBER)

Submitted March 29, 2011

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 Price Proposal as principals, and that this Price Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Scope of Services, Method of Compensation, and Contract included in the RFP package. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all labor, equipment, and materials, as specified in the Scope of Services. We will fully complete all necessary work in accordance with the Scope of Services, Method of Compensation, Contract and addenda, if any, and the requirements under them for the unit prices shown on the Price Proposal Sheet.

I (We), the undersigned, hereby certify that I (we) have carefully examined this Price 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 in my (our) preparation of same.

CORPORATION:

JOINT VENTURE

Jorgensen Contract Services, LLC

Principal (Proposer)

Principal (Proposer)

By:

President or Vice President

Principal (Proposer)

Attest:

Secretary or Assistant Secretary

By:

Attorney-in-Fact

(Affix

Corporate

Seal)

INDIVIDUAL OR FIRM TRADING AS:

PARTNERSHIP:

Principal (Proposer)

Principal (Proposer)

Signature:

Individual or Owner

Signature: (1) Co-Partner or General Partner

Witness: _____

Signature: (2) Co-Partner or General Partner

Witness: _____

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

(If Partnership, list names and addresses of each partner on separate sheet and attach.)

PRICE PROPOSAL FORM

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

ROADWAY AND BRIDGE MAINTENANCE SERVICE

S.R. 408, S.R. 417, S.R. 528 AND S.R. 551

CONTRACT NO. 000761

LUMP SUM AMOUNT – S.R. 408	\$	<u>5,000,558.00</u>
LUMP SUM AMOUNT – S.R. 417	\$	<u>6,685,560.00</u>
LUMP SUM AMOUNT – S.R. 528	\$	<u>4,735,360.00</u>
LUMP SUM – GOLDENROD ROAD EXT.	\$	<u>568,050.00</u>
TOTAL LUMP SUM AMOUNT	\$	<u>16,989,528.00</u>

The amounts shall include all costs for labor, materials, equipment, expenses and incidentals necessary to provide the services and tasks as required by the Contract Documents. The Total Lump Sum Amount shall be for the entire 5-year term of the Contract.

Cost per centerline mile for SR 408	\$	<u>226,000.00</u>
(Based on <u>22.171</u> miles)		
Cost per lane mile for SR 408	\$	<u>48,400.00</u>
(Based on <u>103.232</u> miles)		
Cost per centerline mile for SR 417	\$	<u>212,000.00</u>
(Based on <u>31.518</u> miles)		
Cost per lane mile for SR 417	\$	<u>51,000.00</u>
(Based on <u>131.164</u> miles)		
Cost per centerline mile for SR 528	\$	<u>212,000.00</u>
(Based on <u>22.324</u> miles)		
Cost per lane mile for SR 528	\$	<u>47,335.14</u>
(Based on <u>100.039</u> miles)		

Article 5.6, Suspension of Work, in the Scope of Services addresses a reduction of maintenance activities in construction areas designated by the Authority and identifies litter removal, herbicide applications and emergency response as the only maintenance activities to be performed. The Proposer shall insert the cost per centerline and lane mile (based on the number of miles shown above) to perform only those maintenance activities.

Cost per centerline mile for reduced services for S.R. 408	\$ 211,700.00
Cost per lane mile for reduced services for S.R. 408	\$ 45,300.00
Cost per centerline mile for reduced services for S.R. 417	\$ 199,100.00
Cost per lane mile for reduced services for S.R. 417	\$ 44,500.00
Cost per centerline mile for reduced services for S.R. 528	\$ 197,700.00
Cost per lane mile for reduced services for S.R. 528	\$ 44,200.00

Orlando-Orange County Expressway Authority
MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)
UTILIZATION SUMMARY

Prime Contractor: Jorgensen Contract Services, LLC

OOCEA Project No. 761 Contract Amount \$ 16,989,528.00

Grand Total Anticipated Sublet \$ 3,249,341.00

M/WBE Subcontractors (Name Only)	\$ Amount for Objective
MK Guardrail	195,379.57
Procopio & Associates	764,528.76
RoadScapeNorth Florida, Inc.	339,790.56
South East Guardrail and Attenuator	679,581.12
EN Landscape Design, Inc.	569,250.00

Total Dollar Amount for M/WBE Participation Objective 2,548,530.01

M/WBE Percentage of Total Project 15.00 %
NOTE: Participation Objective may be rounded to the nearest tenth %.

NOTE: if the Participation Objective is not achieved, documentation of Good Faith Efforts must be submitted

FOR USE BY OOCEA ONLY

Participation Objective Achieved \$ _____ % _____

Date _____ APPROVED _____ DISAPPROVED _____

Orlando-Orange County Expressway Authority
M/WBE Utilization Form

Prime Contractor: Jorgensen Contract Services, LLC
OOCEA Project No.: 000761

M/WBE Subcontractor

Name of Company: MK Guardrail, Inc.
Address: 6029 Johnson Street
Hollywood, FL 33024
Phone: (407) 427-4738 Contact Person: M.T. Zaw

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
	Fence/Guardrail maintenance

M.T. Zaw
Signature/Title of M/WBE Representative Submitting Above Quote

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to M/WBE Manufacturer (\$ _____ x 1.00) \$ _____
Amount to be paid to M/WBE Supplier (\$ _____ x .60) \$ _____
Amount to be paid to M/WBE Subcontractor \$ _____
Total to M/WBE (toward Participation Objective) \$ _____

Charles E. Hominyard Senior Vice President
Signature/Title of Prime Contractor's Representative

M/WBE Certified by: FDOT



ISHA P. PATEL
MY COMMISSION # EE 031999
EXPIRES: October 5, 2014
Bonded Thru Budget Notary Services

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm a quote, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.

On the 21st April 2011, Mailing Theinzaw
came personally in front of us
me and provided FDOL
2000-558-59-308-0
as a proof of identification.

Florida
Orange
I, _____, do hereby certify that the above is a true and correct copy of original
and attach it purports to represent.
[Signature]

Orlando-Orange County Expressway Authority
M/WBE Utilization Form

Prime Contractor: Jorgensen Contract Services, LLC
OOCEA Project No.: 000761

M/WBE Subcontractor

Name of Company: Procopio & Associates
Address: P.O. Box 8545
Coral Springs, FL 33075
Phone: (954) 345-5492 Contact Person: Suzette Procopio

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
	Office staff augmentation

Signature/Title of M/WBE Representative Submitting Above Quote

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to M/WBE Manufacturer (\$ _____ x 1.00) \$ _____
Amount to be paid to M/WBE Supplier (\$ _____ x .60) \$ _____
Amount to be paid to M/WBE Subcontractor \$ _____
Total to M/WBE (toward Participation Objective) \$ _____

Charles E. Hominyard Senior Vice President
Signature/Title of Prime Contractor's Representative

M/WBE Certified by: PDOT

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm a quote, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.

State of Florida
County of Broward
Signed: 4/13/11

Seal:



Elaine Bonilla Sandoval
COMMISSION # DD819986
EXPIRES: SEP 04, 2012
WWW.AARONOTARY.COM



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

October 31, 2007

Certified Mail – Return Receipt Requested

Procopio & Associates, Inc.
Ms. Suzette Procopio
10181 West Sample Rd. #205
~~Jacksonville FL 32208-4345~~
Coral Springs 33065

ANIVERSARY DATE- Annually on June 7

Dear Ms. Procopio:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date**. You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date**. Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firms DBE certification status, and identify the only work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <http://www.bipincwebapps.com/biznetflorida/> or through The Department's website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is **NOT** a/ guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida is a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS:	FDOT Specialty Code & Description
561110	300-Provide CEI and Administrative
541990	Support Services

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,



John Goodman
DBE Certification Manager



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

April 23, 2010

Certified Mail - Return Receipt Requested

Roadscape North Florida, Inc.
Mr. Bilal Saleem
P.O. Box 26136
Jacksonville, FL 32226

ANNIVERSARY DATE - Annually on April 20

Dear Mr. Saleem,

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date**. You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date**. Failure to do so will result in immediate action to remove certification.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firm's DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet at <http://www.bipincwebapps.com/biznetflorida/> or through The Department's website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is **NOT** a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

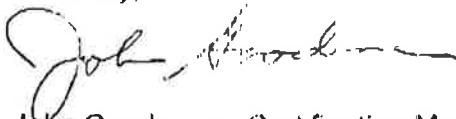
If, at any time, there is a material change, you **must advise this office, by sworn affidavit and supporting documents, within thirty (30) days.** Changes include, but are not limited to, ownership, officers, Directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals, or the physical location of your firm. After our review you should receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure, on your part, to cooperate, and will result in immediate action to Remove DBE certification.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

<u>NAICS:</u>	<u>FDOT Specialty Code & Description</u>
561730	162-Muck Blanket & Topsoil
561730	570-Grassing
561730	575-Sodding
561730	580-Landscaping
561730	590-Irrigation Systems
238990	705-Highway Delineators
238990	706-Reflective Pavement Markers
238990	710-Painting Traffic Stripes
238990	711-Thermoplastic Traffic Stripes And Markings

All other concerns should be directed to this office by mail or telephone. Our telephone number is (351) 414-4747. Our Fax number is (850) 414-4879

Sincerely,



John Gooden, Certification Manager
Equal Opportunity Office

Orlando-Orange County Expressway Authority
M/WBE Utilization Form

Prime Contractor: Jorgensen Contract Services, LLC
OOCEA Project No.: 000761

M/WBE Subcontractor

Name of Company: Southeast Attenuators, Inc.
Address: 7760 Hooper Road
West Palm Beach, FL 33411-3831
Phone: (561) 792-0040 Contact Person: Tom Beniamino

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION
	(note if item qualifies for SUPPLIER)
	Guardrail, Attenuators, Foundations, and Fence maintenance

Delia Rice / President
Signature/Title of M/WBE Representative Submitting Above Quote

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to M/WBE Manufacturer (\$ _____ x 1.00) \$ _____
Amount to be paid to M/WBE Supplier (\$ _____ x .60) \$ _____
Amount to be paid to M/WBE Subcontractor \$ _____

Total to M/WBE (toward Participation Objective) \$ _____

Charles E. Hommeyer Senior Vice President
Signature/Title of Prime Contractor's Representative

M/WBE Certified by: ESCT

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm a quote, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUNOS
SECRETARY

February 9, 2011

Certified Mail - Return Receipt Requested

DEBRA RICCI
SOUTHEAST ATTENUATORS INC
7760 HOOPER RD
WEST PALM BEACH FL 33411

ANNIVERSARY DATE - Annually on February 8

Dear Ricci:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under **Florida's Unified Certification Program (UCP)** as a **Disadvantaged Business Enterprise (DBE)** in accordance with 49 Code of Federal Regulation Part 26.

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date**. You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date**.

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. **Prime contractors and consultants should verify your firm's DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed through the Department's website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory".

DBE certification is **NOT** a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will

www.dot.state.fl.us

receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure, on your part, to cooperate, and will result in immediate action to remove DBE certification.

Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE credit for work performed in the following areas:

NAICS

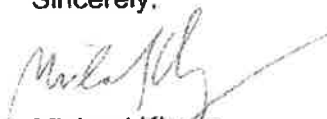
23731 -Highway, Street, and Bridge Construction
23899 -All Other Specialty Trade Contractors

FDOT Specialty Codes

102 -Maintenance Of Traffic
53X -
550 -Furnishing And Erecting Metal Fence.
705 -Highway Delineators
770 -Office Building, Shop/warehouse

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our fax number is (850) 414-4879.

Sincerely,



Michael Klump
Interim DBE Certification Manager

BizNet Profile: SOUTHEAST ATTENUATORS INC D/B/A SOUTHEAST GUARDRAIL

Name: SOUTHEAST ATTENUATORS INC D/B/A SOUTHEAST GUARDRAIL
Business Description: SUBCONTRACTOR FOR MAINTENANCE AND INSTALLATION FOR GUARDRAIL, ATTENUATORS, SIGNS AND FENCE
Street: 7760 HOOPER RD
City: WEST PALM BEACH State: FL Zip: 33411
County: PALM BEACH District: DISTRICT FOUR
Phone: (561) 792-0040 Fax: (561) 792-9798
E-mail: driccisga@aol.com
Work Location:
County: CNTY/ST-WIDE
District: DISTRICT ONE DISTRICT FOUR DISTRICT SIX DISTRICT SEVEN
Contact: DEBRA RICCI
UCP Cert. DBE State Cert.: OBE UCP Certifying Member: FDOT
First SC: 53X First NAICS: 23731
2nd SC: 770 3rd SC: 705 4th SC: 550 5th SC: 102 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
2nd NAICS: 23899 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:
ACDBE: False

NOTE:

OBE stands for Other Business Enterprise indicating that the firm is not certified.

[Return to the Main Menu](#)[Back to Search Results](#)

Florida Department of Transportation 2008.

Palm Beach County
Office of Small Business Assistance

Certifies That

SOUTHEAST ATTENUATORS, INC.

VENDOR # **0000017671**

is a Small/Woman Owned Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from October 20, 2010 to October 19, 2013.

The following Services and/or Products are covered under this certification:

**Safety Barriers, Traffic, Mobile: Energy absorption systems, impact attenuators (Crash Barriers), etc.
Safety Barriers, Traffic, Stationary: Energy absorption systems, impact attenuators (Crash Barriers), etc.
Repair/Replacement of impact attenuators and glarefoils
Guardrails and accessory items (miscellaneous)**


Palm Beach County Board of County Commissioners

Burt Aaronson, Chair
Karen T. Marcus, Vice Chair
Vacant

Shelley Vana
Steven L. Abrams
Jess R. Santanaria
Priscilla A. Taylor

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker




Hazel Oxendine, Director

10/20/2010

**Orlando-Orange County Expressway Authority
M/WBE Utilization Form**

Prime Contractor: Jorgensen Contract Services, LLC
OOCEA Project No.: 000761

M/WBE Subcontractor

Name of Company: EN LANDSCAPE DESIGN, INC
Address: 415 East Pine Street, #1216
Orlando, FL 32801
Phone: (407) 704-8424 Contact Person: Maria Garrido

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
	Slope Mowing

Signature/Title of M/WBE Representative Submitting Above Quote

MARIA GARRIDO

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to M/WBE Manufacturer (\$ _____ x 1.00) \$ N/A
Amount to be paid to M/WBE Supplier (\$ _____ x .60) \$ N/A
Amount to be paid to M/WBE Subcontractor \$ 569,250.00

Total to M/WBE (toward Participation Objective) \$ _____

Signature/Title of Prime Contractor's Representative

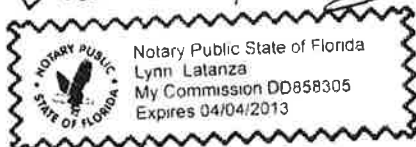
Charles S. Henningsen

M/WBE Certified by: Orange County

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm a quote, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.

Lynn Latanza 5/18/11





Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7317
businessdevelopment@ocfl.net

E N LANDSCAPE DESIGN, INC.

Has Been Certified As A
MINORITY/WOMEN BUSINESS ENTERPRISE

Approved Lines Of Business:
**LANDSCAPE SERVICE INCLUDING EDGING, TRIMMING,
BLOWING, WEED AND CRABGRASS CONTROL**

This certificate is valid:
FEBRUARY 2009 through **FEBRUARY 2013**

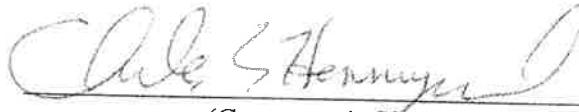
Sheena Ferguson /acting

Manager, Business Development Division
May 30, 2009

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
VEHICLE REGISTRATION

STATE OF Maryland
COUNTY OF Frederick

BEFORE ME, this day, personally appeared Jorgensen Contract Services, LLC,
(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(11) F.S.


(Contractor's Signature)

Typed Name: C. E. Henningsgaard

Position: Senior Vice President

Company Name: Jorgensen Contract Services, LLC

Company Address: P.O.Box 70, 3735 Buckeystown Pike
Buckeystown, MD 21717

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me this June 15, 2011 by
(Date)

C. E. Henningsgaard, Senior Vice President
(Name of Officer or agent, title of officer or agent)

of Jorgensen Contract Services, 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 _____
(Type of identification)
as identification and did (did not) take an oath.

Catherine Lapointe

Notary Public, Commission No.

Catherine Lapointe

(Name of Notary typed, printed or stamped)



Title or Type of Document _____ (Optional)

Number of Pages _____ Date of Document _____ (Optional)

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

(SEAL ABOVE)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, JORGENSEN CONTRACT SERVICES, LLC, as Principal and _____
Fidelity and Deposit Company of Maryland, 1400 American Lane,
Tower 1, 19th Floor, Schaumburg, IL 60196-0156, a corporation,
as Surety, are bound to Orlando-Orange County Expressway Authority, herein called Authority, in
the sum of Three Million Three Hundred Ninety-Seven Thousand Nine Hundred Five Dollars and
Sixty Cents (\$3,397,905.60), 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 July 1, 2011, between Principal and Authority for S.R. 408, S.R. 417, S.R. 528 and S.R. 551 Roadway and Bridge 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.