


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 19, 2016

RE: Approval of Contract Renewal with Groundtek of Central Florida, LLC for
Landscape Maintenance Services
Contract No. 000965

Board approval is requested for the first renewal of the referenced contract with Groundtek of Central Florida, LLC in the amount of \$1,928,234.82 for a one year period beginning November 15, 2016 and ending November 14, 2017. The original contract was three years with two one-year renewals.

Original Contract Amount	\$5,392,980.27
First Renewal	<u>\$1,928,234.82</u>
Total	\$7,321,215.09

The services to be provided by Groundtek of Central Florida, LLC under this renewal include landscape maintenance services of S.R. 408, S.R. 417 and CFX Headquarters' Building with the addition of Project S.R. 408-819 (landscaping from S.R. 408 to S.R. 436 – Chickasaw Trail) which was turned over to maintenance after the construction was completed. The additional maintenance cost is included in the price for this renewal.

This project is budgeted for in the OM&A Budget.

Reviewed by:



Claude Miller

Director of Maintenance



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000965**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of September, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Groundtex of Central Florida, LLC, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of November 15, 2013, whereby CFX retained the Contractor to perform landscape maintenance services on S.R. 408, S.R. 417 and CFX Headquarters' Building; and

WHEREAS, pursuant to Article 16.2 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 15th day of November, 2016 and ending the 14th day of November, 2017 at the cost of \$1,928,234.82, with the addition of Project No. 408-819 (S.R. 408 landscaping from S.R. 408 to S.R. 436 – Chickasaw Trail), which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending November 14, 2016, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending November 14, 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.

CONTRACTOR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
GROUNDTEK OF CENTRAL FLORIDA, LLC**

**LANDSCAPE MAINTENANCE SERVICES
S.R. 408 AND S.R. 417**

CONTRACT NO. 000965

**CONTRACT DATE: OCTOBER 3, 2013
CONTRACT AMOUNT: \$5,392,980.27**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

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

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

FOR

**LANDSCAPE MAINTENANCE SERVICES
S.R. 408 AND S.R. 417**

CONTRACT NO. 000965

OCTOBER 2013

Members of the Board

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

CONTRACT

This Contract No. 000965 (the "Contract"), made this 3rd day of October, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and GROUNDTEK OF CENTRAL FLORIDA, LLC, 858 Maguire Road, Ocoee, Florida 34761, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Performance and Payment Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes landscape maintenance services on S.R. 408, S.R. 417 and the AUTHORITY's Headquarters Building, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three (3) years from the date of the Notice to Proceed from the AUTHORITY. The Contract Amount is \$5,392,980.27. This Contract was awarded by the Authority's Board of Directors at its meeting on October 3, 2013.

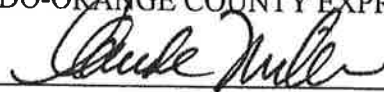
The Contract Documents consist of:

1. The Contract,
2. The Addenda, modifying the Scope of Services, Method of Compensation, Exhibits or other Contract Documents,
3. The Scope of Services and Exhibits,
4. The Method of Compensation,
5. The Technical Proposal, and
6. The Price Proposal.

In consideration of the foregoing premises, the AUTHORITY agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.


IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

DATE: 10/29/13

GROUNDTEK OF CENTRAL FLORIDA, LLC

By: 
Signature

GREGORY L. BOOR
Print Name

Vice President
Title

ATTEST: Dorothy Wilder (Seal)
(Secretary or Notary)

DATE: 10/2/13



DOROTHY WILDER
MY COMMISSION # EE 064557
EXPIRES: February 14, 2016
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

General Counsel for the AUTHORITY



MEMORANDUM OF AGREEMENT

PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS

September 20, 2013

This Pre-Award Meeting Memorandum ("Memorandum") for S.R. 408, S.R. 417 and HQ Building Landscape Maintenance, Authority Contract No. 000965, is made and entered this 20th day of September 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ("Authority"), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963, and the apparent successful responsive and responsible bidder, Groundtek of Central Florida, Inc. ("Contractor"), a Florida corporation with offices at 858 Maguire Road, Ocoee, Florida 34761, (Individually, Party and collectively, Parties)

WITNESSETH THAT:

WHEREAS, the Authority will enter into an agreement with Contractor to construct Contract No. 000965("Project") pursuant to the execution of this Memorandum;

WHEREAS, the Authority has solicited the services of the Contractor to provide labor, equipment and materials ("Services") to construct Contract No. 000965 and the Contractor has agreed to provide such Services in accordance with its bid of August 20, 2013;

WHEREAS, the Services generally consist of landscape maintenance along S.R. 408, S.R. 417 and HQ Building in Orange County, Florida;

WHEREAS, the Contractor has demonstrated its qualification, capability and willingness to provide the Services;

NOW, THEREFORE, the Parties agree as follows:

1. PRE-AWARD MEETING TO REVIEW BIDDING DOCUMENTS

A meeting was held on September 20, 2013, between 9:07 a.m. and 9:23 a.m. The purpose of the meeting was to address all questions or differences in interpretations of the Bidding Documents and to provide clarifications. The Contractor's key personnel together with the Authority's representatives, attended the meeting.

2. PROCEDURES

At the meeting, the Bidding Documents which were used by the Contractor in preparing its bid were reviewed. Items that could be the cause of potential claims were identified and the

Authority will make such corrections and interpretations as the Authority deems necessary to reflect the intent of the Plans and Specifications.

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3. ITEMS DISCUSSED AND AGREED TO

- Discussion as to Groundtek understanding of the project scope and their explanation of the development of application bid prices.
- Differences in the application or maintenance task prices of the Project Manager's Estimate and that of the lowest bidder, Groundtek were discussed. The Contractor acknowledged that, if deducts are required during the course of the contract term, the deductions would be at the Project Manager's estimate price and not Groundtek's bid price.
- The estimated Contract start date of Friday, November 15, 2013 is approved contingent upon OOCEA Board approval and successful execution of the Contract documents.

4. EXECUTION

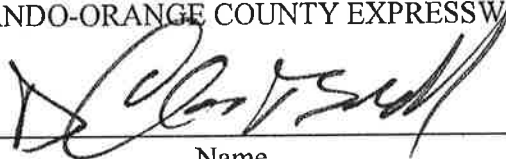
It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Contract by and between the Authority and Contractor.

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

OOCEA '13SEP25 AM10:03

By:

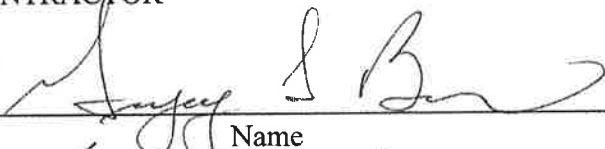

Name

OOCEA LANDSCAPE ARCHITECT
Title

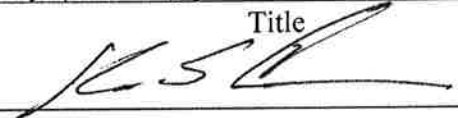

Witness

CONTRACTOR

By:


Name

VICE PRESIDENT
Title


Witness

This MOA is considered the written minutes for this duly noticed meeting held on September 20, 2013, commencing at 9:07ap.m. at the OOCEA Administrative Bldg., Orlando, Florida. In accordance with FS 286.013(b)1 and FS 286.0113(2)(c)1 this meeting was exempt from the public and recorded in its entirety .

Pre Award Meeting Sign-In Sheet

Project Title: LANDSCAPE MAINTENANCE SERVICES

CONTRACT #000965

Page 4 of 5

Date: September 20, 2013

Time: 9:00 AM

COMPANY NAME	REPRESENTATIVE	CONTACT #	EMAIL ADDRESS
Groundtek & Contract	Kevin Campbell	407-817-7473	Kevin@Groundtek.com
Groundtek of C.F.	George Bari	407-509-1167	george@groundtek.com
Groundtek of C.F.	Gregory Root	407-877-7473	Gregory@groundtek.com
COOPER	CHRIS BLOODWELL	407-625-8658	HBloodwell@COOPER

COOPER *13SEP25 AM 10:03

ATTACHMENT B
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
S.R. 408, S.R. 417 AND HQ BUILDING LANDSCAPE MAINTENANCE
CONTRACT NO. 000965
PRE-AWARD MEETING TO REVIEW BIDDING DOCUMENTS
September 20, 2013

INTRODUCTIONS

REVIEW TOPICS

1. Scope of Services
3. Price Proposal
4. Attachments
5. Addenda

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OTHER BUSINESS

EXECUTION OF MEMORANDUM

CLOSING REMARKS

SCOPE OF SERVICES
LANDSCAPE MAINTENANCE SERVICES
CONTRACT NO. 000965
S.R. 408, S.R. 417, and the Authority's Administrative and Operations Center

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Attachment #1 -- Annual Maintenance Schedule

Attachment #2 -- Turf Management Area Reference Maps

Attachment #3 -- "No-Mow" Area Reference Maps

1.0 PROJECT SCOPE

The work consists of providing all labor, materials, equipment and incidentals necessary to perform landscape maintenance (ornamental trees, shrubs, vines, and groundcovers), shrub and tree pruning, fertilizer application, insect/disease control, grassy and broadleaf weed control, tree staking, watering, mulching, shrub and tree removal, plant replacement, and site clean-up including litter and debris removal at all Authority toll facilities and right of way locations (excluding temporarily the areas listed below) along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida Greene Way) and the Authority's Headquarters Building (Administration and Operations Center), and turf maintenance, mowing, edging, and trimming, fertilizer application, insect/disease control, grassy and broadleaf weed control, irrigation system maintenance and site clean-up including litter and debris removal and turf clippings removal from adjacent paving areas and planting beds at all Authority toll facilities and right of way locations identified in Attachment #2 – Turf Management Area Reference Maps. The landscape improvements that are part of the following listed landscape construction project will not be maintained at Contract start up. These areas will be added to the Contract scope upon completion of the planting installation and establishment / warranty maintenance phases:

Landscape Construction Project

- Project No. 408-819 S.R. 408 / S.R. 436 – Chickasaw Trail

Existing landscape improvements located in the following listed roadway construction areas will be maintained at Contract start up, but shall be removed from the Contract scope during the Contract term.

Roadway Construction Projects

- SR 417 Roadway Construction Zone – Boggy Creek Road Interchange
- SR 417 Roadway Construction Zone – Widening from Curry Ford Road to SR 408

The work also consists of providing all labor, equipment, materials and incidentals necessary to perform repairs and restoration of the landscaping as directed by the Authority.

The work under the Contract shall commence after issuance of the written Notice to Proceed from the Authority's Manager of Maintenance.

2.0 GENERAL CONDITIONS AND REQUIREMENTS

2.1 Authority's Landscape Architect

References to the Authority's Landscape Architect shall be taken to mean his designated representative(s) as well.

All work shall be subject to review and acceptance by the Authority's Landscape Architect who will evaluate the Contractor's work for compliance with the Contract Documents. The Authority's Landscape Architect has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

2.2 Coordination of Contract Documents

The Scope of Services and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda (if any)
3. Scope of Services

2.3 Contractor's Personnel, Subcontractors and Subconsultants

The Contractor shall be certified by the Florida Nursery, Growers and Landscape Association (FNGLA) as a Landscape Contractor and shall remain certified during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll. Except under extraordinary circumstances, the Contractor shall not replace the individual representing the Contractor as the Landscape Contractor certified by FNGLA without written notice to and approval of the Authority. The Authority's acceptance of any replacement may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the Authority of any such personnel shall constitute a waiver of any right of the Authority to reject defective Work.

A significant factor in the decision of the Authority to award the Contract to the Contractor is the level of expertise, knowledge and experience possessed by employees of Contractor, the Contractor's proposed subcontractors and subconsultants (if any) and the Contractor's covenant to use employees, subcontractors and subconsultants possessing such expertise, knowledge and experience available at all times to assist in the providing the required maintenance services. Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and subconsultants having significant training, expertise and experience in the maintenance areas or disciplines described herein and in the maintenance specifications, together with such other areas of expertise or experience as may be designated from time to time during the term of the Contract by the Authority. When the Authority designates an additional area for which expertise or experience shall be required, Contractor shall use reasonable efforts to promptly hire and retain one or more individuals, subcontractors or subconsultants possessing such experience or expertise.

The Authority considers the Contractor's Project Superintendent to be a key person with respect to the performance of the maintenance services. The identity of the individual initially assigned as the Project Superintendent by the Contractor shall be submitted to Authority in advance for approval or disapproval by Authority, and any changes in the individual shall also be subject to written approval by Authority. Similarly, the Contractor shall submit the names and qualifications of all first and second tier subcontractors/subconsultants to the Authority for approval prior to their beginning work on the project. All first and second tier subcontractors/subconsultants shall have the skills and experience necessary to properly perform the work assigned and as required by this scope. The Authority's approval with respect to the Project Superintendent and subcontractors/subconsultants may be granted or denied in Authority's sole and absolute discretion.

Promptly upon request of the Authority, the Contractor shall remove from activities associated with or related to the performance of the Contract any employee, subcontractor or subconsultant whom Authority considers (for any reason whatsoever, in Authority's sole discretion) unsuitable for such work. Such employee, subcontractor or subconsultant shall not be reassigned to perform any work relating to the Contract except with the express written consent of the Authority. If the Contractor fails to immediately remove such employee, subcontractor or subconsultant, the Authority may, at its sole discretion, withhold payments due or which may become due, or may suspend the work until the employee, subcontractor or subconsultant is removed. The Contractor shall protect, defend, indemnify, and hold harmless the Authority, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of an employee, subcontractor or subconsultant based on the direction of the Authority. All subcontracts shall expressly include an acknowledgment of the Authority's right to remove any subcontractor or subconsultant in accordance with this paragraph. No compensation in any form shall be paid to the Contractor by the Authority in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

The Contractor shall provide sufficient qualified manpower as necessary to perform all specified or directed maintenance tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior Authorization from the Authority's Landscape Architect and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor shall be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract shall be proved at no additional cost to the Authority.

The Contractor shall provide the minimum manpower and equipment according the following configurations/requirements:

<u>Crew Designation</u>	<u>Quantity.</u>
(2) 3-week Maintenance Crews - 5 person crew/roadway	10
(2) Hot Spot Crews - 5 person crew	10
(1) Mow Crews - 4 person crew	4
(2) Spray Crews - 2 person crew	4
(1) Irrigation Tech - 1 person crew	1
(1) Spray Manager	1
(1) Project Manager	1
Total	<u>31</u>

- Equipment Requirements
- 2 - Spray Trucks with sufficient capacity
 - 2 - Spray Gator
 - 2 - Small Production Mowers
 - 2 - Walk-Behind Mowers
 - 1 - Irrigation Equipment Truck
 - 1 - Follow Safety Vehicle (required when work performed at SR 408 median)
 - 5 - Minimum Maintenance/Mow Crew Trucks and Trailers

The Contractor's Project Superintendent 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.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of the Authority. With the Authority's written consent, the Contractor will be permitted to sublet a portion of the work but shall perform, with its own organization, work amounting to not less than 50% of the total Contract amount. The granting or denying of consent under this provision is at the Authority's sole discretion.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor/subconsultant to indemnify and hold harmless the Authority on the same terms as contained herein and the Contract. The Contractor shall furnish the Authority with a copy of any subcontract requested by the Authority. Subletting of work shall not relieve the Contractor or surety of their respective liabilities.

A subcontractor/subconsultant will be recognized only in the capacity of an employee or agent of the Contractor.

2.4 Traffic Control

FHWA's MUTCD, latest edition, Part 6, is the minimum standard for Traffic Control for Highway Construction, Maintenance, and Utility Operations.

For operations requiring closure of travel lane(s), the Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an equal approved by the Authority. Approved alternate Worksite Traffic Supervisors may be used when necessary.

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily when lane closures are in effect, be involved in all changes to traffic control and have access to all equipment and materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by the Authority of all activities except traffic and erosion control and such other activities deemed necessary for project maintenance and safety.

The Contractor shall comply with the FDOT Design Standards Drawing No. 600, which is hereby incorporated by reference as if fully set forth herein.

For all lane closures, the Contractor shall have prior written approval from the Authority's Landscape Architect and shall provide uniformed off-duty Florida Highway Patrol (FHP) officer(s), including marked FHP vehicle(s), to assist in controlling and directing traffic in the work zone.

The Contractor shall not permit equipment to unreasonably interfere with traffic while the equipment is on or traversing a road or street.

See Section 4.2.2 – Operational Requirements, for additional traffic control procedural standards.

2.5 Other Work

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

2.6 Venue, Law

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

2.7 Permits, Notifications and Fees

2.7.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

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

2.7.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of the Authority-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by the Authority nor relieve the Contractor of its liabilities. The Contractor shall notify the Landscape Architect in writing prior to the execution of such work and shall submit two (2) copies of the written permission of the affected landowner.

2.7.4 The Contractor shall provide a notarized affidavit to the Authority that all motor vehicles operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. The affidavit shall be filed with the Authority at the time of Contract execution.

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

2.8 Hazardous or Toxic Waste, Pollutants

- 2.8.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Authority's Landscape Architect shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.
- 2.8.2 Contractor shall minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the Authority's Landscape Architect.
- 2.8.3 Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the work being performed.

2.9 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures specified herein or as directed by the Authority's Manager of Maintenance and approved in writing by the Authority. All repairs required by the Contractor shall be performed as specified in Section 11.0, Plant Replacement.

2.10 Indemnity

The Contractor shall indemnify, defend and hold harmless the Authority, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, agents or employees). Contractor will

not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Authority or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from the Authority to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

2.11 Insurance

The Contractor shall carry and keep in force during the period of the Contract a general liability policy or policies with a company or companies authorized to do business in Florida. Contractor's general policy shall protect the Contractor and Authority, and their respective members, directors, officers, employees and agents against claims for injuries which may arise from or in connection with the performance of the work by the Contractor, its employees, officers, agents or subcontractors or any other person for whom the Contractor may be contractually or legally responsible.

Employer's Liability Insurance:

\$1,000,000 limit each accident
\$1,000,000 limit diseases each employee
\$1,000,000 limit disease aggregate

Comprehensive General Liability Insurance:

Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than \$5,000,000 each occurrence and \$10,000,000 Aggregate where applicable.

Comprehensive Automobile Liability Insurance:

Limits of Bodily Injury Liability and/or Property Damage Liability shall not be less than \$5,000,000 combined single limit each accident.

Such policy or policies shall be carried without deductible and shall (a) include the Authority, and such other parties the Authority shall designate, as additional insureds, (b) be considered primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the Contractor's indemnity obligations as described above, and (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to the Authority from the company providing such insurance. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by Contractor hereunder, the Contractor shall deliver certificates to the Authority as will evidence a renewal or new policy to take the place of the one expiring. Certificates of

such insurance shall be filed with the Authority at the time of Contract execution and annually thereafter for the duration of the Contract.

2.12 Worker's Compensation Insurance

The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor employees. The Contractor shall ensure that the employees of a subcontractor (if any) are covered by Worker's Compensation Insurance which is in accordance with the Laws of the State of Florida. Certificates of such insurance shall be filed with the Authority at the time of Contract execution and annually thereafter for the duration of the Contract.

2.13 Safety

- 2.13.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of Proposal submittal) is incorporated by reference and made a part of the Contract, and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.
- 2.13.2 The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction safety and health standards set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).
- 2.13.3 Contractor and subcontractor personnel shall wear reflectorized high visibility orange safety vests within 15 feet of the roadway. Protective safety helmets shall be worn at all work sites containing overhead hazards.

2.14 Contractor's Responsibility for Work

Until acceptance by the Authority, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage the Authority may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities (See Section 11.0, Plant Replacement).

2.15 Audit and Examination of Contract Records and Price Proposal Records

2.15.1 The Authority reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Price Proposal Records (as herein defined) of the Contractor or any subcontractor. The Contractor or any subcontractor submits to and agree to comply with the provisions of this section.

2.15.2 If the Authority requests access to or review of any Contract Documents or Price Proposal Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with the Authority, and such refusal shall, without any other or additional actions, constitute grounds for suspension or disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract.

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

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

2.16 Escrow of Price Proposal Records

With the execution of the Contract, the Contractor shall submit to the Authority, in sealed container(s), a legible copy of the Price Proposal Records used by the Contractor to prepare its bid. The container(s) shall be clearly marked "Price Proposal Records" and shall show on the face of the container(s) the Contractor's name, address, date of submittal and Project number. The Authority will maintain the container(s) in a sealed condition.

In addition to the Price Proposal Records, the Contractor shall execute and submit an affidavit, signed under oath by the Contractor, listing each Price Proposal Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Price Proposal Record, other than the Price Proposal Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for the Authority to nullify the award of the Contract to the Contractor.

Following execution of the Contract, the Authority will hold the sealed container(s) and the original affidavit until the Contractor seeks an adjustment in time or money and files a claim or initiates arbitration against the Authority. Such acts by the Contractor shall be sufficient grounds for the Authority to open the sealed container(s). The Authority reserves the right to reveal the contents of the sealed container(s) to consultants, experts and legal counsel retained by the Authority to assist with claims evaluation and arbitration preparation. Confidentiality of the bid documents included in the sealed container(s) will be protected by the Authority insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

When the Contractor executes a binding release of all claims and potential causes of action related to the Contract, the Authority will release the sealed container(s) to the Contractor. The Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

2.17 Minority and Women Owned Businesses (M/WBE)

The Authority encourages participation of local minority and women business enterprises on contracts considered for an award. The Authority has established a twenty percent (20%) M/WBE participation objective for this project.

The Contractor shall ensure that M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

The Contractor shall submit a draft M/WBE Participation Plan to the Authority for review within 15 days after the Notice to Proceed for the project. The Contractor's M/WBE plan shall meet the Authority's objectives.

At any time, the Authority's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the Authority.

2.17.1 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, or the City of Orlando, Florida that the business is a bona fide Minority or Women owned and operated business.
- (4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

2.17.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate continuing M/WBE participation in contracting activities including, but not limited to:

- (1) Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- (2) Providing assistance to M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- (3) Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
- (4) Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.
- (5) Meeting with appropriate officials of the Authority, including its Business Development Program Office, to assist with the Contractor's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

2.17.3 The Authority will count M/WBE participation toward meeting M/WBE objectives as follows:

- (1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.
- (2) A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the M/WBE partner in the joint venture may be counted toward the M/WBE objective.
- (3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. A M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether an M/WBE is performing a commercially useful function, the Authority will evaluate all relevant factors such as the amount of work subcontracted and industry practices.
- (4) Consistent with normal industry practices, a M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.
- (5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:
 - (a) All expenditures to an M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.
 - (b) Contractor may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to an M/WBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm

must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

(c) Contractor may count toward M/WBE objectives the following expenditures to M/WBE firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2.17.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:

- (1) the procedures adopted to comply with these special provisions;
- (2) the number of subordinated contracts on Authority projects awarded to M/WBEs;
- (3) the dollar value of the contracts awarded to M/WBEs;
- (4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;

- (5) a description of the general categories of contracts awarded to M/WBEs;
- (6) the specific efforts employed to identify and award contracts to M/WBEs;
- (7) maintenance of records of payments and monthly reports to the Authority;
- (8) Subcontract Agreement between Contractor and M/WBE subcontractors; and
- (9) any other records required by the Authority's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this article shall be provided to the Authority for review within 48 hours of the Authority's request. The Contractor shall submit a properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

2.18 Performance and Payment Bond Required

2.18.1 General Requirements of the 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/3 years). The initial term of the bond shall be from November 15, 2013 through November 14, 2014. 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. 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.

2.18.2 Continued Acceptability of Surety: 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 his payment of premium on the defaulting bond, will be borne by the Authority.

2.19 Suspension of Work

The Authority will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

2.20 Default and Termination

2.20.1 The Authority reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of the Authority requires such termination or suspension. In such circumstances, the Authority shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension.

2.20.2 If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of the Authority reasonably exercised, the Authority may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default or the Authority may penalize the Contractor by withholding payment.

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

2.20.4 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.

2.20.5 Upon declaration of default and termination of the Contract, the Authority will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the Landscape Architect are required for Contract completion. All costs and charges incurred by the Authority because of or related to the Contractor's default (including the costs of completing Contract

performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay the Authority the amount of the excess.

2.20.6 If, after the default notice curative period has expired, but prior to any action by the Authority to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with the Authority's requirements, the Authority may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of the Authority incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due Contractor under the Contract.

2.20.7 If, after notice of default to the Contractor under the provisions of this subarticle, it is determined for any reason the Contractor was not in default under the provisions of this subarticle, or that the default was excusable under the provisions of this subarticle, the rights and obligations of the parties shall be the same as if the notice of default had been issued as a notice of termination pursuant to the following paragraphs below which allow the Authority to terminate the Contractor for convenience.

2.20.8 Termination for Convenience: The Authority may, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of the Authority, elect to terminate the Contract. In such case, the Contractor shall be paid (without duplication of any items):

1. for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses.

The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

2.21 Prevailing Party Attorney's Fees

2.21.1 If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's work hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

- 2.21.2 In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with the Authority, failing which the Authority will be deemed the prevailing party in such litigation.
- 2.21.3 For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the Authority (exclusive of interest, costs or expenses) on claims asserted by the Authority against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor litigation (exclusive of interest, cost or expense).
- 2.21.4 The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the Authority by the Contractor (disputed by the Authority) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which the Authority agreed to pay or offered to pay prior to initiation of litigation shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).
- 2.21.5 Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to the Authority through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.
- 2.21.6 The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines. The term "litigation" shall include arbitration or mediation proceedings.
- 2.21.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the Authority, and the Authority shall have had sixty (60) days thereafter within which to respond thereto.

2.21.8 The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, the Authority and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

2.21.9 Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

2.22 Binding Arbitration

All claims, disputes and controversies between the Authority and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

2.22.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of Authority and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between Authority and Contractor involves the work of a subcontractor, either Authority or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph, or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against Authority or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

2.23 Certified Payrolls

Based on historical data and its experience with previous landscape maintenance contracts, the Authority has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the specifications, a minimum workforce of 47 individuals (with appropriate support equipment/vehicles) must be involved in various maintenance activities on the system on any given day. As part of its response to the questionnaire used by the Authority in the selection process, the Contractor agreed to provide this minimum workforce and support equipment/vehicles. To assist the Authority in verifying the Contractor's compliance with this commitment, the Contractor shall submit certified payroll records for all employees working on the project (up to and including the Project Superintendent) to the Landscape Architect each month beginning the first month after the date of the Notice to Proceed through the last month of the Contract term. The payroll records shall include each worker's name, address, telephone number, classification, number of hours worked each day, starting and ending times of work each day and total hours worked each week.

The submittals shall be on a form acceptable to the Landscape Architect. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate notation ("No Work", "Suspended", or "Complete") indicated on the form. The falsification of, or failure to submit, any certified payroll will be grounds for immediate termination of the Contract.

2.24 Unauthorized Aliens

The Contractor warrants that all persons performing work for the Authority under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or

undocumented aliens at all times during the performance of this Contract and shall indemnify and hold the Authority harmless for any violations of the same. Furthermore, if the Authority determines that Contractor has knowingly employed any unauthorized alien in the performance of this contract, the Authority may immediately and unilaterally terminate this contract for cause.

3.0 GENERAL MAINTENANCE OVERVIEW

3.1 Overview

The landscape maintenance work shall consist of providing all labor, materials, equipment and incidentals necessary to perform:

- A. Turf Maintenance
 - 1. Roadside Mowing
 - 2. Mechanical or Chemical Edging and Trimming
 - 3. Litter / Debris Removal and Clipping Clean-up
 - 4. Weed Control
 - 5. Insect and Disease Control
 - 6. Fertilization
- B. Shrub, Vine, Groundcover, Tree and Palm Maintenance
 - 1. Pruning
 - 2. Mechanical or Chemical Weed Control
 - 3. Litter and Debris Clean-up and Removal
 - 4. Mulching
 - 5. Fertilization
 - 6. Insect and Disease Control
 - 7. Hand Watering
 - 8. Tree Staking
 - 9. Plant Replacement
 - 10. Tree Removal
- C. Automatic Irrigation System Maintenance and Manual Irrigation

The areas to be maintained include, but are not limited to:

- A. Toll Facilities (including Parking and Pedestrian Areas)
- B. The Authority's Administration and Operations Center Property
- C. Medians, Roadsides, and Slopes
- D. Right of Way Locations (other than Roadsides)
- E. Fence Lines
- F. Roadside Paving, Walls, and Guardrails

Landscaping to be maintained in these areas include all ornamental trees, shrubs, vines, and groundcover plantings located on S.R. 408 from the intersection of S.R. 408 and S.R. 50 (West End) to 950' north of the intersection of S.R. 408 and S.R. 50 (East End) including the on-ramp at that location; S.R. 417 from the intersection of S.R. 417 and International Drive (South End) to the Seminole County Line (North End) as well as the Authority's Administration and Operations Center Property. Landscape areas located on the Authority's property which are not be maintained under this Contract, as well as areas which shall be added to the limits of work during the Contract term are described in Section 1.0, Project Scope. Turf areas to be maintained are designated on the Turf Management Area Reference Maps – dated 7/15/2013 (Attachment #2).

3.2 Annual Landscape Maintenance Schedule

- 3.2.1 The Annual Landscape Maintenance Schedule (Attachment #1) outlines all landscape and turf maintenance tasks to be performed during the Contract year in accordance with the specifications. The document is divided into Turf Care tasks, Shrub, Vine, and Groundcover Care tasks, and Tree Care tasks. The Monthly and Weekly maintenance schedules prepared by the Contractor shall be based on the Annual Landscape Maintenance Schedule.

4.0 MAINTENANCE OPERATIONS AND PROCEDURES

4.1 Operation Procedures

- 4.1.1 Hours of Operation - The Contractor shall perform the maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday excluding Authority holidays (Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive) and unless specified otherwise or directed by the Authority's Landscape Architect.
- 4.1.2 Additional Operation Time - Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule as per the Contract, the Contractor shall first notify the Authority's Landscape Architect of its intentions prior to the date of the intended work. The Contractor shall also provide the Authority's Landscape Architect with a description of the location and nature of the work, and the estimated duration that the personnel will be on the system. The Contractor shall also provide the Authority's Landscape Architect with the name(s) and contact cell phone number(s) of the individual(s) who will be supervising the work if the Contractor's Project Superintendent does not intend to be on-site. Maintenance personnel found working on Authority property without

supervision or without prior notification given to the Authority's Landscape Architect shall be directed to leave the Authority property.

- 4.1.3 Proposed Monthly Maintenance Activities Schedule - Prior to the first day of each month, the Contractor shall submit to the Authority's Landscape Architect, via email, a Proposed Maintenance Activities Schedule, for the upcoming month. The schedule shall list all chemical applications (fertilizer and pesticide), mowing activities, three- week maintenance cycle locations, periodic maintenance tasks, and any other additional maintenance activities proposed to be performed during the month. The schedule is understood to be tentative, with modifications due to adverse weather conditions, task performance, etc., during the month to be expected.
- 4.1.4 Weekly Maintenance Activities Schedule – The Contractor shall submit, via email, a detailed Weekly Maintenance Activities Schedule, based on the monthly schedule, outlining the maintenance tasks to be performed in the upcoming week. The schedule shall include 3-week cycle crew locations on each roadway, mowing operations locations, chemical applications with anticipated daily application locations, periodic contract specified tasks and locations, and any additional maintenance tasks with locations as required by the Contract or requested by the Landscape Architect. The proposed sequence of work locations shall be listed for chemical applications to be performed in 1-2 days. Proposed plant installation and supplemental watering activities shall be also listed. The schedule shall be forwarded to the Authority's Landscape Architect no later than the Friday afternoon prior to the week scheduled. The Contractor shall contact the Authority's Landscape Architect via email or by cell phone, no later than 8:30a.m., to notify him of any changes to the schedule for the upcoming day. No chemical applications shall be performed without prior notification given to the Authority's Landscape Architect.
- 4.1.5 Maintenance Activity Documentation - All landscape maintenance activities performed on the Authority's system by the Contractor shall be documented daily via an emailed outline of daily work completed. The email shall be forwarded to the Authority's Landscape Architect on the next work day following the date of work completion. Required email report format will be forwarded to the Contractor at project start. Pesticide Application Records documenting all chemical applications performed under this Contract during the previous week shall be submitted to the Authority's Landscape Architect on a weekly basis.
- 4.1.6 Action Item Lists - The Authority's Landscape Architect will perform periodic inspections of the Contractor's work and of the condition of plant material on the Expressway system. Required maintenance activities, as determined by the Authority's Landscape Architect, will be forwarded to the Contractor as an Action Item List. The list may include incomplete or unperformed specified maintenance

tasks or applications, treatments for identified plant problems, requested Work Order Allowance projects, or general procedural requirements. The Contractor shall schedule and perform all of the items listed in a timely manner. Activities identified as required to be performed within a specified time frame (i.e., incomplete 3-week maintenance task to be complete by the end of the month) must be completed as noted in order for the Contractor to receive full compensation for the work. Any questions, clarifications, requested price proposals, or scheduling conflicts shall be identified by the Contractor and immediately brought to the attention of the Authority's Landscape Architect so as not to delay the performance of the listed activities. The Authority's Landscape Architect will forward a list identifying any activities required to be performed by the end of the month at least one week prior.

- 4.1.7 The Contractor shall meet with the Authority's Landscape Architect on a monthly basis to review the completion of the previous month's work and the proposed schedule of the current month's maintenance activities. Additional meetings may be scheduled by the Authority that the Contractor shall attend. The meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Authority's Landscape Architect or the Contractor. Additional on-site meetings may also be scheduled. The Authority's Landscape Architect will prepare and distribute agendas for the meetings as well as minutes of the meetings.
- 4.1.8 The personnel performing these services shall be under the sole responsibility of the Contractor and shall be competent, experienced and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms including pants or shorts, shirts, shoes or boots, caps and gloves.
- 4.1.9 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. A list of all Contractor and subcontractor employees shall be provided to the Authority prior to beginning work under the Contract. An updated list shall be forwarded to the Authority whenever there is a change in the Contractor's personnel working on the Expressway system.
- 4.1.10 The Contractor shall designate a Project Superintendent who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact, on a daily basis, between the Authority's Landscape Architect and the Contractor. This individual shall maintain at all times a means of being contacted by the Authority's Landscape Architect (cellular phone) and shall respond to such calls within 2 hours of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Authority's Landscape Architect of the daily schedule, for quality control of the Contractor's

services, and for arranging and supervising unscheduled service requests by the Authority's Landscape Architect.

4.2 Safety Program

4.2.1 Safety Program Plan

The Contractor shall develop, implement, and maintain a Safety Program Plan for its operations on the site. The plan shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The plan shall also include the Contractor's maintenance of traffic plan showing the proposed methods of ensuring safety and minimum interference with the normal flow of traffic on the Authority's travel lanes. Approval of the Contractor's plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of Contractor's equipment and/or personnel.

The plan shall comply with all State of Florida, federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

Four (4) copies of a draft of the plan shall be submitted to the Authority's Landscape Architect within 30 days after the date of the Notice to Proceed. The Authority's Landscape Architect will review the plan and meet with the Contractor to resolve any concerns and to finalize the plan. A final plan, including all corrections/changes required by the Authority's Landscape Architect shall be submitted by the Contractor within 60 days after the Notice to Proceed.

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

4.2.2 Operational Requirements

All vehicles and equipment shall remain clear of all travel lanes at all times when stationary or traveling below posted minimum speeds.

Contractor and subcontractor personnel shall not perform any U- turns in the median or at toll plazas but shall use interchanges for such purposes.

Contractor and subcontractor personnel shall place warning signage and safety cones in configuration as delineated on FDOT Design Standards Drawing No. 600 or 611 where any vehicle, equipment, workers or their activities encroach the area closer than 15' but not closer than 2' to the edge of pavement on any Authority road shoulders and medians for a period of 60 minutes or greater.

Maintenance vehicles and equipment working along Authority road shoulders and medians shall be located out of the 'clear zone' (36' from roadway edge) whenever possible, or behind guardrails or overpass structures. No equipment (trucks, trailers, spray "gators", mowers, etc.) shall be parked in the median.

All vehicles and equipment operating on the road shoulders and medians shall be equipped with an amber flashing light that is visible from behind (including trailers, spray 'gators', and mowing equipment).

Maintenance vehicles and equipment are prohibited from operating on certain sections of Authority roadside shoulders or medians (as listed below) during peak traffic hours (prior to 9:15 a.m. and after 3:30 p.m.). During peak traffic hours, no maintenance equipment shall be located on any median or on the roadside shoulders of the entire length of S.R. 408 and on S.R. 417 - north of S.R. 528 to the Seminole County Line. These locations are subject to change as determined by the Authority. The Contractor shall ensure that its personnel schedule and perform daily activities such as roadside litter and debris pick-up and roadside chemical applications within the allowed time frame.

Any equipment left on the Authority's right-of-way overnight shall be parked out of the 'clear zone' (36' from roadway edge) and as close as possible to the right-of-way line farthest from the travel-way. Service and supply operations shall be conducted as close to the right-of-way line farthest from the travel-way as possible. No equipment shall be parked in the median overnight regardless of the width of the median.

Maintenance personnel found working on Authority property in violation of the above listed safety requirements, shall be directed to immediately leave Authority property.

Mulch trailers may be located within the Authority's right-of-way to supply materials for mulching operations with the following restrictions:

- The Contractor receives approval from the Authority's Landscape Architect for the trailer's location prior to its placement.
- Trailers shall be placed outside of the 'clear zone' (36' from roadway edge).
- Trailers shall not be located in the roadway median.

- Trailers shall be clearly marked with signage displaying the Contractor's company name and contact telephone number (3' x 4' minimum) that is visible from the highway.
- Trailers shall be promptly removed from the Authority's right-of-way when empty (within ten (10) days).

Mulch trailers located within the Authority's right-of-way which do not adhere to the above listed restrictions will be immediately towed without notice. The Authority will not be responsible for any towing or impound fees incurred.

4.3 Document Control and Information Maintenance

4.3.1 Information Dispersal

Should the Contractor distribute information related to the Contract to others, the Contractor shall document the distribution by completing a letter of transmittal. All distribution of information shall be accompanied by a letter of transmittal with a copy provided to the Authority's Landscape Architect identifying:

- Party to whom the information is being transferred
- Origination of the request for transfer
- Name of information being transferred
- Type(s) of information being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all information transfers for updates to the Authority's Landscape Architect.

4.3.2 Verification of Information

All information provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Authority's Landscape Architect verbally and in writing, upon discovery.

4.3.3 Ownership of Information

It is to be understood that all information provided to the Contractor, either by the Authority or third parties, are the sole property of the Authority. The Contractor shall have temporary charge of the information while performing contracted services for the project. All information shall be returned to the Authority at the conclusion of

the Contract, after which no copies of the information may be kept by the Contractor without the expressed written permission of the Authority.

The Authority shall retain the right to require that the Contractor transfer all Project information to the Authority immediately upon fourteen days written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project information to the Authority.

5.0 CHEMICAL APPLICATIONS

- 5.1 The Contractor shall provide a fulltime employee to directly supervise all chemical applications who possesses the Florida Department of Agriculture's Commercial Pesticide Applicators License with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall perform all chemical applications (pesticide and fertilizer) in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Applications performed which do not meet the following standards and specifications (as determined by the Authority's Landscape Architect) shall be promptly re-performed correctly at no additional cost to the Authority. The Authority may elect to withhold payment for applications performed incorrectly other than having the Contractor re-perform the application.
- 5.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida. Prior to the first use of a product on the Authority system, the Contractor shall submit to the Authority's Manager of Maintenance for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, application devices).
- 5.3 The Contractor shall use equipment specifically designed for commercial application of herbicides and as specified for each application as listed in the Contract. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the Authority's Landscape Architect.
- 5.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the Authority for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.

- 5.5 The Contractor shall provide a minimum of one (1) employee who possesses the Florida Department of Agriculture's Public Applicator Certification license for use of restricted pesticides in accordance with the Federal Environmental Pesticide Control Act of 1972 (PL 92-516, FIFRA). Each spray crew shall be under the direct supervision of a licensed operator. Direct supervision shall consist of, at a minimum, the daily on-site inspection by a licensed operator of each spray crew's operation during an application. The licensed operator shall verify that the proper material is in use, the correct mixing and application rates are being followed, the proper application techniques are being employed, and that the required personal safety equipment is in use. These daily inspections shall be documented and submitted with the pesticide application record. The Authority reserves the right to withhold payment for applications performed without the required daily inspection.
- 5.6 The Contractor shall complete a daily Pesticide Application Record (provided by the Authority's Landscape Architect) for each location where chemical applications are being performed. The forms must be thoroughly and accurately filled out prior to submittal. The Contractor shall submit completed forms with the Landscape Maintenance Reports to the Authority's Landscape Architect on a weekly basis. Multiple applications performed at a single location during a single day shall be reported on a specific Pesticide Application Record form designed to record all of the information legibly (provided by the Authority's Landscape Architect).
- 5.7 The Contractor shall notify the Authority's Landscape Architect of any scheduled treatment prior to the execution of any chemical application. No applications are to be performed without prior notification to the Authority's Landscape Architect. The Contractor may be required to re-perform any application performed without prior notification to the Authority's Landscape Architect. The Authority may withhold payment for any application performed without prior notification to the Authority's Landscape Architect. All over-spray shall be prevented and contact with the public, their property or pets shall be strictly avoided.
- 5.8 The Contractor shall perform the pesticide treatments as specified and as directed by the Authority's Landscape Architect as a drench application or foliar application as specified. Drench applications shall be made to the soil in sufficient volume to wet the root zone of individual plants. Foliar applications shall be directed to above ground plant parts to the point of runoff.
- 5.9 The Authority reserves the right at its sole option to take samples of application spray mixtures from spray crews in the field and have the samples tested to determine if the correct material and mixing rates are being used in accordance with the specifications. The samples will be taken in accordance with industry standards, the containers sealed and labeled on-site, and the samples documented and signed by both the Authority's Landscape Architect and the spray applicator. The samples will be sent to:

APT Labs
1050 Spring Street
Wyomissing, PA 19610
Tel: (610) 375-3888

Lab results shall be forwarded to Contractor as well as the Authority. If the spray mixtures are determined to not meet the application specifications, the Authority may require the Contractor to repeat the entire application, to repeat the portion of the application performed on the day during which the sample was taken, or elect to withhold payment for the application.

6.0 TURF CARE

6.1 Description

- 6.1.1 Work to be done consists of roadside mowing, edging and trimming of turf, litter and debris removal, clipping clean-up, grassy and broadleaf weed control, insect and disease control, and fertilizer application at all turf areas on the Authority system that are located within the limits of work as delineated in the Turf Management Area Reference Maps, dated 7/15/2013 (Attachment #2). Weed control and litter and debris removal shall also be performed in "no-mow" buffers as delineated in the "No-Mow" Area Reference Maps dated 7/15/2013 (Attachment #3). See section 9.0 for maintenance requirements for all 'No-Mow' areas.
- 6.1.2 Turf areas are defined as grassed or vegetated areas consisting of all grass; part grass and part succulent weed growth; or all succulent weed growth within the area to be maintained.
- 6.1.3 Turf maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified turf care tasks and shall be exactly followed in the performance of these tasks.
- 6.1.4 Contractor shall apply various fungicides, insecticides, and selective herbicides to turf areas located at the Authority's Administration and Operations Center and at all Mainline Toll Plazas as directed by the Authority's Landscape Architect.
- 6.1.5 Re-performance of any turf care task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the Authority's Landscape Architect), shall be provided at the Contractor's expense. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the Authority's Landscape Architect.

- 6.1.6 Any turf or ornamental plant material damaged by mowing activities or the use of herbicides or any other chemicals (as determined by the Authority's Landscape Architect) shall be replaced by the Contractor, at no cost to the Authority.

6.2 Mowing

- 6.2.1 The Contractor shall perform mowing cycles in the turf areas located in the roadside locations, Mainline Toll Plazas, and the Authority's Administration and Operations Center within the limits of mowing delineated on the Turf Management Area Reference maps, dated 7/15/2013 (Attachment #2).
- 6.2.2 The quantity and frequency of area mowing cycles are to be performed as listed in the Annual Landscape Maintenance Schedule (Attachment #1). Turf areas around all Mainline Toll Plazas, roadside locations at the SR 408 - Conway Road on and off ramps, SR 408 - Lake Underhill Road raised planter, and the Authority's Administration and Operations Center shall be mowed forty (40) times per year, while roadside location at SR 417 - Independence Drive shall be mowed eighteen (18) times per year. Each mowing cycle, in each location, as delineated in the Turf Management Area Reference Maps, shall be completed in its entirety prior to beginning another cycle. This includes edging, trimming and clipping clean up (described below). Missed cycles or cycles performed at greater intervals than listed cannot be made up at a later date.
- 6.2.3 The Contractor shall submit a Proposed Monthly Maintenance Schedule (based on the Annual Landscape Maintenance Schedule) to the Authority's Landscape Architect prior to the first day of each month, indicating the location and frequency of each mowing cycle. The schedule shall be updated weekly if any changes are necessary due to poor weather or other restrictive circumstances.
- 6.2.4 All turf areas are to be mowed to a height of 4"-6" during each cycle except the Zoysia turf at the Authority's Administration and Operations Center, which shall be mowed to a height of 2.5" - 3". Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers, particularly at Mainline Toll Plazas and the Authority's Administration and Operations Center. Turf areas adjacent to retention ponds, ditches, or canals shall be mowed or trimmed to the water's edge each mowing cycle.
- 6.2.5 The Zoysia turf areas at the Authority's Administration and Operations Center shall be mowed using walk behind small mowers to avoid creating ruts and damaged turf areas due to heavier machinery. Parking lot islands may be mowed using string trimmers if care is taken to provide a uniform height and avoid scalping the turf.

- 6.2.6 Turf care activities including mowing, edging and chemical applications shall be performed at the Authority's Administration and Operations Center during hours of the work day so as not to conflict with the employees and guests using the facility. Work performed in the early morning shall be completed by 8:00 am. Work performed in the afternoon shall not begin before 5:00 pm. If desired, the contractor may request that the work be performed on the week end, subject to approval from the Authority's Landscape Architect.
- 6.2.7 When performing turf care activities at the Authority's Administration and Operations Center, special care must be taken to avoid having grass clippings, dirt, and debris being deposited on any vehicle on the property as a result of the work. Any cleaning of vehicles or repair of damage required due to the performance of turf care activities shall be promptly addressed and corrected by the Contractor at no cost to the Authority.
- 6.2.8 When work by Authority forces, Florida Department of Transportation forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from mowing any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Authority's Landscape Architect may require the Contractor to mow these areas as part of the cycle without penalty for exceeding the time allowed.
- 6.2.9 Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the Authority's Landscape Architect, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exists. These areas may be required to be string trimmed by the Authority's Landscape Architect.
- 6.2.10 The equipment used by the Contractor shall be of a type and quantity to perform the work satisfactorily, be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the clippings at all times.
- 6.2.11 Contractor's equipment shall be outfitted with an overhead amber flashing light, which shall be in view when equipment is being operated in the course of the work. All required safety devices shall be properly maintained at all times the equipment is in use.
- 6.2.12 Equipment which damages the pavement, decorative retaining walls, or turf in any way will not be allowed. The Contractor shall be responsible for the prompt repair or replacement of any pavement, wall, or turf damaged by the Contractor's personnel/equipment.
- 6.2.13 All equipment shall be subject to inspection and approval by the Authority's Landscape Architect. If the Authority's Landscape Architect determines the

equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately remove the equipment from service until the deficiency is corrected to the satisfaction of the Authority's Landscape Architect.

- 6.2.14 Inspection and approval of the Contractor's equipment by the Authority's Landscape Architect shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
- 6.2.15 The Contractor shall perform an annual equipment safety check of all equipment used on Authority property and submit a report to the Authority's Landscape Architect for review and approval prior to continuation of operation of the equipment on Authority property. The report shall be submitted no later than the 1st of February each year.
- 6.2.16 The acceptable performance of the mowing cycle quantities, at the intervals as noted in the Annual Landscape Maintenance Schedule, are the basis for compensation from the Authority. Monthly payment for turf care anticipates completion of all listed cycles. Payment for missed cycles shall be deducted from the current month's invoice; the amount being determined using area square footage and pricing from the submitted Bid Form.

6.3 Edging

- 6.3.1 Hard surface and soft surface edging shall be performed along all turf area edges within the limits delineated in the Turf Management Area Reference Maps (Attachment #2). Hard surface edging is defined as outlining and/or removing turf from along all sidewalks, driveways (asphalt or concrete) curbs, reinforced earth walls and barrier walls. Soft surface edging is defined as outlining and/or removing turf from all trees rings and planting beds, etc., by the use of a mechanical edger. Roadway edging along highway and ramp paving is not required due to safety concerns. Edging shall be required along the back of curb at the west end of the SR 417 – International Drive mowing area.
- 6.3.2 All hard surface edging shall be performed to maintain straight and sharp edges between paving/curbs/sidewalks and turf areas. All hard surface edging shall be completed with each area mowing cycle.
- 6.3.3 All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas to the curves as originally designed, in a clean manner, free of imperfections. All soft surface edging may be completed with each area mowing cycle or at the same frequency as the detailing of plant beds (once every three week cycle) if chemical edging is performed.
- 6.3.4 All edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris away from roadways and sidewalks.

6.3.5 When edging is performed, the proper safety equipment shall be used (i.e., safety glasses, reflective vest, signage, warning light, etc.).

6.3.6 Soft surface chemical edging of turf, using a pre-approved herbicide, will be permitted along ornamental planting beds and around tree rings if care is taken to not damage adjacent plantings. Any plant damaged by the use of herbicides, (as determined by the Authority's Landscape Architect), shall be replaced by the Contractor at no cost to the Authority.

6.3.7 Products containing 'Diquat' shall not be used anywhere on the system.

6.4 Trimming

6.4.1 All turf areas that are inaccessible to mowers such as around guardrails, reinforced earth walls and barrier walls, and/or otherwise unable to be mowed due to obstructions such as trees, light poles, fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height as adjacent mowed areas and shall be completed with each area mowing cycle.

6.4.2 Trimming shall be performed with the use of a string or line trimmer or other suitable mechanical means.

6.4.3 Care shall be taken when using a string trimmer so as not to damage adjacent plant material or decorative retaining walls. Any plant damaged by the use of a string trimmer (as determined by the Authority's Landscape Architect) shall be promptly replaced by the Contractor, at no cost to the Authority. Any damage to decorative retaining walls by the use of a string trimmer shall be promptly repaired by the Contractor at no cost to the Authority.

6.5 Litter Removal and Clipping Clean-up

6.5.1 The Contractor shall be responsible for the pickup and removal of non-hazardous items and obstacles within the designated turf management areas (including parking lots and walkways), such as wood, vegetation debris, tires, glass, cans, plastic and paper products, etc. It shall also be the Contractor's responsibility to remove trash and items such as newspapers, magazines, boxes, paper cups, etc. that would be torn, shredded and further sub-divided by the mower prior to each cycle. The Contractor shall remove all litter located in ditches, swales, along pond edges, and within reach with a rake from the shoreline in any water body occurring within or directly adjacent to designated turf management areas. All costs of pickup and removal of litter and debris prior to each cycle shall be included in the Contract amount.

6.5.2 All collected litter shall be removed daily. No collected litter shall be left on the property overnight.

- 6.5.3 All sidewalks, roadways and shoulders, parking lots, fence lines, concrete swales or other structures shall be immediately swept, blown, or vacuumed to remove any grass clippings and to maintain a clean, well-groomed appearance.
- 6.5.4 All grass clippings shall be kept out of ornamental beds and aquatic ponds. Mowing patterns should be performed which prevent the distribution of clippings in these areas. Contractor must immediately remove any clippings from adjacent ornamental beds in order for the mowing cycle to be considered complete. If clippings cannot be removed successfully to the satisfaction of the Authority's Landscape Architect, the Contractor shall install additional pine bark mulch or pine straw mulch as directed, at no expense to the Authority. Where the distribution of grass clippings into adjacent planting beds with pine straw mulch cannot be avoided due to the close proximity of adjacent roadways, the Contractor shall blow clippings off of plant material during each cycle.
- 6.5.5 If excessive quantities of grass clippings (as determined by the Authority's Landscape Architect) remain on turf areas at any Mainline Toll Plaza or the Authority's Administration and Operations Center following a mowing cycle, the Contractor shall collect and remove the clippings to keep the turf areas clean.

6.6 Weed Control

- 6.6.1 Contractor shall eliminate/kill undesirable weed and brush growth in all paving joints in asphalt and concrete, along all guardrails, around roadside structures, along shoulders, edge of pavement, curb and gutter, signs, culvert ends, and inside walled enclosures at the Authority's Administration and Operations Center located within Turf Management Areas. It is the intent of this activity to make the areas noted above weed free at all times.
- 6.6.2 Zoysia turf at the Authority's Administration and Operations Center – Perform spot applications monthly of the herbicide 'Celsius' as necessary to control broadleaf and grassy weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain weed free turf.
- 6.6.3 Zoysia turf at the Authority's Administration and Operations Center – Perform spot applications monthly of the herbicide 'Certainty' as necessary to control sedge weeds in the turf. Contractor to inspect, identify and treat weeds as necessary to maintain sedge free turf.
- 6.6.4 Read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein (see section 5.0 - Chemical Applications).

6.7 Fertilization

6.7.1 The turf fertilizer 16-0-8 and the turf fertilizer 28-0-10 (manufactured by Harrell's) shall be applied as described below. All turf fertilizer shall be applied (full coverage) at the rates described herein. Fertilizer shall be applied when the turf is dry and not over an early morning dew. Fertilized areas shall be watered following application on the same day, in irrigated areas only (the Authority's Administration and Operations Center, Mainline Toll Plazas and S.R. 417 - International Drive). Apply turf fertilizer with broadcast spreaders and overlap consistently for uniform coverage. Fertilizer shall be applied using rotary broadcast spreaders (approved by the Authority's Landscape Architect) on turf slope areas too steep to safely apply with vehicle-mounted spreaders. Turf fertilizer shall not be applied by hand broadcasting. Application equipment shall be accurately calibrated to ensure that the specified application rate is followed.

6.7.2 The Contractor shall provide the turf fertilizer, 16-0-8, containing the following:

- 16 % total nitrogen consisting of 0.75% nitrate nitrogen, 11.25% ammonium nitrogen, and 4.00% water soluble nitrogen derived from poly sulfur coated urea, ammonium nitrate, and ammonium sulfate.
- 0% available phosphorus (P₂O₅).
- 8% soluble potash (K₂O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 1.06 % Water soluble magnesium (Mg)
- 0.05 % Manganese (Mn)
- 0.05 % Copper (Cu) derived from copper sulfate
- 3.00 % Iron (Fe)
- 0.02 % Boron (B) derived from sodium borate
- 1.45 % Sulfur (f)
- 9.0 % Calcium

Apply 16-0-8 fertilizer to Bahia / St. Augustine turf at all Main Toll Plazas, roadside areas at SR 408 - Conway Road on and off ramps, Lake Underhill Drive raised planter, and at SR 417 - International Drive one (1) time per year (February) at a rate of 6.5 pounds per 1,000 square feet of turf area or 283 pounds per acre of turf area, unless otherwise directed by the Authority's Landscape Architect.

6.7.3 The Contractor shall provide the turf fertilizer, 28-0-10 Polyon Fertilizer 9 month turf blend - produced by Harrell's, containing the following:

- 28 % total urea nitrogen and 22.4% slow release nitrogen derived from polymer coated urea
- 0% available phosphorus (P₂O₅).
- 10% soluble potash (K₂O)

The fertilizer shall include the following minimum percentages of micronutrients:

- 0.477 % Water soluble magnesium (Mg)
- 1.935 % Iron (Fe)
- 0.557 % Manganese (Mn)

Derived from: muriate of potash, polymer coated urea, sulfate of potash-magnesia, iron sulfate, manganese sulfate.

Apply fertilizer to Zoysia and Bahia turf at the Authority's Administration and Operations Center two (2) times per year (February, September) at a rate of 10.7 pounds per 1,000 square feet of turf area, unless otherwise directed by the Authority's Landscape Architect.

6.7.4 The Authority reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.

6.7.5 All fertilizers shall be kept out of all water bodies and be removed immediately from all sidewalks, parking lots, and paved areas.

6.7.6 If fertilizer is delivered in bulk, provide documentation of chemical composition and weight at time of application. If bags of fertilizer are used, provide individual bag tags and/or product purchase and delivery receipts to Authority's Landscape Architect to verify weight and content. A listing bag usage and/or tonnage applied per area shall be included in the daily maintenance activity report emailed to the Authority's Landscape Architect.

6.7.7 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer will not be acceptable for application.

6.8 Insect and Disease Control

- 6.8.1 Turf areas at all Mainline Toll Plazas and S.R. 417/International Drive shall be continuously monitored for infestations of insects (including fire ants, mole crickets, and nematodes) and shall be treated immediately as specified or as directed by the Authority's Landscape Architect for proper control. Contractor shall note all treatment applications in daily forwarded (via email) Landscape Maintenance Reports and on daily Pesticide Application Record forms submitted to the Authority's Landscape Architect on a weekly basis.
- 6.8.2 All fire ant mounds located in turf and paved areas within the turf management areas are to be spot- treated with Extinguish granular insecticide whenever mounds are observed. Applications shall be performed, at minimum, once a month, (12 cycles / year). 'Live' mounds should be treated and avoided during the mowing cycle immediately following the treatment. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle.
- 6.8.3 Zoysia turf at the Authority's Administration and Operations Center – Perform two (2) blanket applications (March and August) of 'Topchoice' granular insecticide to control fire ants, mole crickets, etc. Apply 'Topchoice' at a rate of 2 lbs. / 1,000 square feet of turf. Remove any excess product from adjacent paved areas. Water in application upon completion.
- 6.8.4 Zoysia turf at the Authority's Administration and Operations Center – Perform three (3) blanket applications (April, June, and July) alternating between Heritage (1x – April) and Cleary's 3336 (2x – June, July at 14 day interval) fungicides. Apply Heritage at 0.4 oz / 1,000 square feet of turf and apply Cleary's 3336 at 4.0 oz / 1,000 square feet of turf.
- 6.8.5 Nematode and other insect infestations shall be immediately reported to the Authority's Landscape Architect who will give specific direction as to the proper treatment. The Contractor shall perform the specified treatment within the time frame directed by the Authority's Landscape Architect. Payment for 'as directed' treatments will be from the Work Order Allowance.

7.0 SHRUBS/VINES/GROUND COVER CARE

7.1 Description

- 7.1.1 Work to be done consists of pruning, weeding, litter and debris removal, mulching, insect and disease control, and fertilizer application at all existing ornamental planting areas located on S.R. 408, S.R. 417, and the Authority's Administration and Operations Center as defined in Section 1.0 Project Scope. Detailing of all planted

areas located on the Authority system shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Three week detailing cycles include pruning, weeding, litter and debris removal, and tree staking. Weed control shall be performed along fence lines and along paving, walls, and guardrails as described below. Chemical applications for insect, disease, and weed control, and fertilizer applications shall be performed periodically as described below and as directed by the Authority's Landscape Architect.

- 7.1.2 Shrub, vines, and ground cover maintenance activities shall be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The schedule lists the frequency and intervals of all specified maintenance tasks and shall be exactly followed in the performance of these tasks.
- 7.1.3 The Contractor shall apply various fungicides, insecticides, selective herbicides, and fertilizers to plant material located at the mainline toll plazas, and along all roadways within the project limits as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). Additional 'as directed' applications shall be performed as described herein when directed by the Authority's Landscape Architect.
- 7.1.4 Re-performance of any shrub and ground cover maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the Authority's Manager of Maintenance), shall be provided at the Contractor's expense. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the Authority's Manager of Maintenance.
- 7.1.5 Any turf or ornamental plant material damaged due to improper maintenance activities or the improper use of herbicide, insecticides, or fungicides or incomplete or non-performance of specified herbicide, insecticide, or fungicide applications (as determined by the Authority's Landscape Architect) shall be replaced by the Contractor, at no cost to the Authority. Replacement plant material shall match the size of the existing plant at the time that the damage occurred.

7.2 Pruning

- 7.2.1 The Contractor shall perform maintenance pruning of all ornamental shrubs and ground covers during each 3-week detailing cycle, as necessary, to remove dead material; to maintain separation between different plant types when unsightly overgrowth is occurring; and to keep vegetation confined within the planting beds and not encroaching on turf areas, roadways, pedestrian walkways, and adjacent structures (guardrails, signage, fences, buildings, walls, drainage ways when flow of water is obstructed, etc.). Maintenance pruning of ornamental plantings shall be performed with hand shears to allow for proper shaping and clean cuts of pruned

branches. The use of gas-powered shears shall be limited to heavy pruning, which shall be performed once per year as noted below.

- 7.2.2 Removal of sections of oleanders that are dead or damaged due to Oleander Leaf Scorch disease (*Xylella fastidiosa*) shall be performed during each 3-week detailing cycle. Take care not to spread the disease to other healthy plant material. Pruning shears shall be sterilized prior to trimming other material. Specific pruning equipment/personnel shall be assigned to remove the diseased material.
- 7.2.3 Shrubs and groundcovers located along the system roadsides shall not be pruned into formal shapes, referred to as "hedge shearing". Hedge shearing shall only be performed at Main Toll Plazas, the Authority's Administration and Operations Center, and limited areas at ramp toll booths as directed by the Authority's Landscape Architect. Hedge shearing of shrubs located adjacent to toll booths shall be performed as directed by the Authority's Landscape Architect. Hedge shearing of shrubs at Main Toll Plazas such as Viburnum sp., Indian Hawthorn, Jasmine, and Loropetalum shall be performed during each 3-week cycle to maintain a neat appearance and a clear view of the toll lanes from inside the toll plaza building.
- 7.2.4 Sand Cord Grass, Vetiver Grass and Fakahatchee Grass shall be severely pruned once a year to a uniform height of 18", beginning in November and to be completed by the end of December. Gulf Muhly Grass shall not be pruned. Approximately 25% of the clippings from the pruned Cord Grass shall be spread evenly throughout the planting bed. The remaining 75% of the clippings shall be removed from the planting beds and properly disposed of off-site unless directed otherwise by the Authority's Landscape Architect. Pampas Grass plantings shall not be topped but shall have dead leaf blades and bloom stalks carefully removed.
- 7.2.5 Ornamental grasses located at S.R. 417 - International Drive landscape improvements (i.e., Dwarf Reed Grass, Becca Grass, Tasred Flax Lily, Breeze Grass, Nafray Fountain Grass, Bamboo Grass) shall be pruned beginning in November and to be completed by the end of December. Pruning heights for the various grass species vary between 18" and 24" and shall be as directed by the Authority's Landscape Architect.
- 7.2.6 All oleander and eleagnus plantings shall be severely pruned once every year, beginning in January and to be completed by the end of February. Oleanders shall be pruned to approximately 36" height (2"-3" above the previous year's pruning height) at roadside locations and to 6'-0" height at right of way edge locations, unless otherwise directed by the Authority's Landscape Architect. Dwarf oleander plantings shall be lightly topped. Eleagnus plantings shall be pruned to a 48" height at roadside locations and only the vertical face of plantings shall be pruned at right of way fence line locations.

- 7.2.6 All plumbago, fire bush, bougainvillea, Texas sage, and primrose jasmine plantings shall be severely pruned once every year, beginning in March and to be completed by the end of April. Plumbago plantings pruned to approximately 12" height or as directed by the Authority's Landscape Architect. Fire bush and bougainvillea plantings shall be pruned to approximately 24"-30" height. Texas sage and primrose jasmine plantings shall be pruned to approximately 36" height.
- 7.2.7 All dune sunflower plantings shall have the dead material pruned out of the beds in February taking care not to disturb the remaining root material. The removal of dead material shall be carefully performed during each subsequent three week maintenance cycle.
- 7.2.8 Confederate jasmine and Lantana plantings shall be pruned in March to a height of 12" to maintain a uniform groundcover appearance. Growth on fence lines on top of planter walls, climbing on walls, and on signs and structures shall be pruned during each three week maintenance cycle. Growth on ROW fence lines shall be pruned to remove dead material only.
- 7.2.9 Juniper groundcovers and hedge material shall have dead / damaged material carefully pruned out in February prior to the March fungicide application to control Phomopsis Blight. Prune 3" below damaged shoots and ensure that pruning equipment / clippers are sterilized after each cut by dipping the equipment in a pre-approved solution (alcohol, 1 part bleach / 3 parts water mix, or a commercial product). Solution and pruning technique must be pre-approved by the Authority's Landscape Architect. The pruning and equipment sterilization procedure are to be followed every time dead material is removed from any juniper planting on the system.
- 7.2.10 Ground covers (lantana, confederate jasmine, dune sunflower, etc.) shall be edged and pruned throughout the year to contain them within their planting beds. Pruning of groundcovers that overhang concrete drainage gutters at the tops of overpass retaining walls shall be pruned only as directed by the Authority's Landscape Architect.
- 7.2.11 The Contractor shall ensure that no clippings or debris generated from annual pruning operations are left along the roadways or behind guardrails overnight. Pruning efforts are to be coordinated so that all pruned material is collected daily and disposed of offsite.
- 7.2.12 During each 3-week detailing cycle, and/or as directed by the Authority's Landscape Architect, pruning shall be performed as necessary to remove branches and vegetation damaged by storms, traffic accidents, etc., as part of the Contract. Clean-up activities following named storms shall be performed as part of the Contract, while any additional dump fees required shall be paid for out of the Work Order

Allowance (submit receipts with invoice). Allowance shall be made for the postponement of scheduled maintenance tasks in order to complete the clean-up activities.

- 7.2.16 During each 3-week detailing cycle and/or as directed by the Authority's Landscape Architect, pruning shall also be performed, as necessary, to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, mileage markers, etc., as well as to keep vegetation off of and behind guardrails. Contractor shall continuously monitor and maintain 500 feet of clear visibility distance (from outside "slow" lane) to all roadside signage.

7.3 Weed Control

- 7.3.1 The Contractor shall continuously maintain all mulched areas free of weeds by hand pulling or by chemical means, as environmental, horticultural, and weather conditions permit. Thorough weeding of all planting areas in each designated roadway landscape maintenance area shall be performed during each 3-week detailing cycle. All planting beds and tree rings, from fence to fence, within each maintenance area shall be free of weeds prior to the maintenance personnel moving on to the next area. The generated debris collected shall be removed from the site before leaving the site for the day.
- 7.3.2 The Contractor shall perform two (2) blanket applications of a combination of Pennant Magnum and Gallery 75 Dry Flowable pre-emergence herbicide (February and May) to all planting beds and tree rings to control weed seed germination. Apply mixture at 10 or more gallons per acre with a rate of Pennant Magnum at 2.0 Pts. / acre and Gallery at 1.0 lbs / acre.
- 7.3.3 2.0% solution of Glyphos Pro, or an approved equal (2.0 gallons of Glyphos Pro in 100 gallons of water) may be spot sprayed as a post-emergence herbicide. Exercise caution to prevent over-spray onto desirable plants. Mix 'Brace' anti-drift material, or an approved equal, with Glyphos Pro herbicide to control droplet size. Tall weed growth (12"+) killed by herbicide application shall be removed and disposed of off-site.
- 7.3.4 During each 3-week maintenance cycle the Contractor shall control weeds along right-of-way fence lines with a 2.0% solution of Glyphos Pro. Apply the solution on a non-windy day and use anti-drift material to reduce droplet size. Dead vegetative material shall be entirely removed from the vertical surface of the fence fabric during subsequent cycles. Treat all fence lines, including right-of-way fence lines, located within turf management areas and located adjacent to any ornamental planting bed maintained under this Contract. Fence lines that are separated from adjacent planting beds by turf areas maintained by others are not required to be treated.

- 7.3.5 The post-emergence herbicide "Fusilade II" may be sprayed "over the top" of non-grassy ornamentals for the selective control of actively growing grassy weeds. "Fusilade II" shall not be used on Sand Cord Grass, Gulf Muhly Grass, Fakahatchee Grass, or other ornamental grass plantings. The application rate for "over the top" treatment is 1.0 quarts of "Fusilade II" herbicide and 1.0 pints of an approved non-ionic surfactant mixed in 50 gallons of water. Spray to obtain thorough coverage, but not to the point of run-off. "Over the top" application of "Fusilade II" can only be performed on ornamentals listed on the product label. Follow label directions for personal protection equipment, and other safety and precautionary measures related to its use.
- 7.3.6 Contractor shall submit a daily Pesticide Application Record (provided by the Authority's Landscape Architect) reporting the herbicide application activities to the Authority's Landscape Architect on a weekly basis.
- 7.4 Litter and Debris Removal
- 7.4.1 The Contractor shall be responsible for the pickup and removal of all non-hazardous items and continuously maintain all mulched areas, adjacent pond or ditch edges, and limited paving and other 'hardscape' areas free of litter and debris. Litter and debris includes, but is not limited to, all plastic and paper products, cans, glass, wood, rocks, bricks, pieces of concrete, tires, dead animals, palm fronds, palm boots, branches or limbs smaller than 10' long and 4" diameter. Limited paving areas include sidewalks, parking areas and driveways at all toll plazas and along guardrails, curb/gutter areas, and concrete swales directly adjacent to planting beds and turf areas maintained under this Contract.
- 7.4.2 Thorough removal of all litter and debris from all planting areas (and limited paving areas) in each designated roadway landscape maintenance area shall be performed during each 3-week detailing cycle. All planting beds and tree rings, from fence to fence, within each maintenance area shall be free of all litter and debris. This includes litter located within right-of-way fences under highway overpasses that are landscaped on either side or are within a turf management area. The generated material shall be collected and removed from the site prior to the maintenance personnel moving on to the next area or leaving the site for the day. Mulch, fronds, and other plant debris on paving areas and roadside shoulders adjacent to planting areas shall also be collected and removed.
- 7.4.3 All collected litter shall be removed daily. No collected litter shall be left on the project property overnight.

7.5 Mulching

- 7.5.1 The Contractor shall furnish and apply pine bark nuggets and pine straw mulch at ornamental planting beds and tree rings each year beginning in April and completing the application by the end of June, or as directed by the Authority's Landscape Architect. The pine bark mulch shall be pine bark medium nuggets, 2" in size with no impurities such as foreign matter, large pieces of un-decomposed or shredded bark, or weed seeds. The pine bark mulch shall be clean, rustic in color, and shall smell fresh with no objectionable odor. The pine straw mulch shall be dry pine needles, free of noxious weeds.
- 7.5.2 The pine bark mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the ornamental planting areas and individual tree rings at all main toll plazas, ramp toll booths, and the Authority's Administration and Operations Center. The Authority's Landscape Architect shall provide maps to the Contractor indicating the limits of pine bark mulch applications at all locations throughout the system.
- 7.5.3 The pine straw mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the remaining ornamental planting areas and individual tree rings located within the Contract limits that shall not receive pine bark mulch as directed by the Authority's Landscape Architect.
- 7.5.4 The Contractor shall remove all mulch that has been displaced onto adjacent roadways, shoulders, drainage structures, turf areas, etc. during each 3-week detailing cycle.
- 7.5.5 The Contractor shall submit a request for approval to the Authority's Landscape Architect prior to placing mulch supply trailers on Authority property. See Section 4.2.2 - Operational Requirements for additional restrictions regarding mulch trailer usage.
- 7.5.6 If mulch blowers are used in the application of the pine bark mulch, use equipment specifically designed for commercial application of mulch. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. The mulch blower applicator and source of the mulch are subject to approval by the Landscape Architect prior to application.
- 7.5.7 Pine bark mulch and pine straw mulch shall comply with all applicable State of Florida mulch and compost laws and regulations. If mulch is delivered in bulk, provide documentation of content, quantity and weight at the time of application.

7.6 Fertilization

7.6.1 The ornamental shrub and groundcover fertilizer shall be granular 13-2-13 and shall be applied as described below. The Contractor shall provide the shrub and groundcover fertilizer, 13-2-13, containing the following:

- 13 % total nitrogen (containing 4.98 units of slow release nitrogen) derived from poly sulfur coated urea, ammonium sulfate, activated sewage sludge.
- 2% available phosphorus (P₂O₅) derived from diammonium phosphate.
- 13% potash (K₂O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 2.00 % Water soluble magnesium (Mg)
- 0.19 % Manganese (Mn)
- 0.06 % Copper (Cu)
- 3.00 % Iron (Fe)
- 0.06 % Zinc (Zn)
- 0.02 % Boron (B)
- 7.44 % Sulfur (f)
- 0.0005 % Molybdenum (Mo)
- 4.0 % Calcium (Ca)

7.6.2 Fertilizer shall be applied to all planting areas three (3) times per year (March, June and September) at a rate of 7.5 pounds per 1,000 square feet of ornamental planting bed or 327 lbs/acre, unless directed otherwise by the Authority's Landscape Architect. Fertilizer may be applied by hand or by a mechanical spreader (approved by the Authority's Landscape Architect) insuring uniform coverage. Application by hand shall be accurately performed or equipment shall be accurately calibrated to ensure that the specified application rate is followed. Fertilizer shall be applied to soil surface around each plant and not on plant crown. Fertilizer shall be applied when the shrub and groundcover material is dry and not over an early morning dew. Contractor to ensure that fertilizer is not left on foliage causing leaf burn.

7.6.3 Prior to the beginning of each application cycle, the Contractor shall first submit a copy of a state inspection of analysis of a random sample of the delivered fertilizer to be applied along with an actual certified fertilizer label for approval. If the fertilizer analysis does not meet or exceed the guaranteed analysis as stated on the product label (as determined by the Authority's Landscape Architect), the entire shipment

may be rejected. The Contractor may request that a different random sample of the delivered fertilizer be re-analyzed for approval prior to replacing the entire shipment. The Contractor shall submit an actual certified fertilizer label, legible and otherwise suitable condition to the Authority's Landscape Architect for filing.

7.6.4 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer shall not be acceptable for application.

7.6.5 Additional supplemental fertilization applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1):

- Plumbagos, Lantana , and Dune Sunflower - perform six (6) foliar/drench applications of Peter's 10-30-20 liquid fertilizer (April, May, July, August, October, November) or as directed by the Authority's Landscape Architect. Apply Peter's 10-30-20 liquid fertilizer mixed at a rate of 1 lb / 100 gallons of water. The tank mixture shall include an approved indicator dye. Provide sufficient amount of indicator dye for application monitoring, while also following label rate. Tank mixture shall be applied at a rate of 3.0 gallons / 100 sf of planting area (1/4 gallon / plant).

7.6.6 All fertilizer shall be kept out of water bodies and be removed immediately from all paved surfaces, concrete swales, walks, and roadways.

7.6.7 If fertilizer is delivered in bulk, submit to the Authority's Landscape Architect documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide individual bag tags and/or product purchase and delivery receipts to Authority's Landscape Architect to verify weight and content. A listing bag usage and/or tonnage applied per area shall be included in the daily maintenance activity report emailed to the Authority's Landscape Architect.

7.7 Insect and Disease Control

7.7.1 All landscape areas shall be continuously monitored for infestations of insects, (mites, thrips, caterpillars, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify the Authority's Landscape Architect of discovered infestations/diseases and request directions for proper treatment. The Authority's Landscape Architect shall also make periodic inspections of landscape areas to identify any infestations of insects or diseases and shall give directions to the Contractor for proper treatment. Once given application directions from the Authority's Landscape Architect the Contractor shall perform the treatment for proper control within one week of notification or shall inform the Authority's Landscape Architect within three days of notification of a proposed later application date. The Authority's Landscape Architect shall determine if the application should

take precedence over the performance of other scheduled tasks. Any treatments requiring multiple applications shall be performed at the intervals specified.

- 7.7.2 Applications required to control identified infestations of insects and plant diseases which threaten the health and vigor of existing plant material (other than the preventative applications listed in subsection 7.7.7) shall be performed as directed by the Authority's Landscape Architect as part of this Contract. Payment for applications will be made from the Work Order Allowance.
- 7.7.3 The Contractor shall follow all requirements as specified in section 5.0, Chemical Applications, for the performance of all pesticide and fungicide applications.
- 7.7.4 The Contractor shall notify the Authority's Landscape Architect of any scheduled treatment prior to the execution of any chemical application. No applications shall be performed without prior notification to the Authority's Landscape Architect. The Contractor may be required to re-perform any application performed without prior notification to the Authority's Landscape Architect. All over spray shall be prevented and contact with the public, their property or pets shall be strictly avoided.
- 7.7.5 All fire ant mounds located in planting areas or on paving areas directly adjacent to planting areas are to be spot- treated with Extinguish insecticide whenever mounds are observed. Applications shall be performed, at minimum, during each three (3) week maintenance cycle (17 cycles / year). 'Live' mounds shall be treated by applying a small amount of the product on top of the mound, taking care not to disturb the mound. Previously treated, non-active mounds shall be knocked down during the next detailing cycle and the soil dispersed and then covered with mulch. Re-treat mounds as necessary to kill ant colony.
- 7.7.6 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.
- 7.7.7 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1).:
- Cord grass, Fakahatchee grass, Gulf Muhly grass – Perform one (1) spray application (February) (following the completion of the annual cordgrass, fakahatchee grass pruning) with Prescription Treatment Ultra-Fine Oil to control scale. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all leaf blade surfaces and plant crown.

- Agave, Aloe, Yucca species – Perform one (1) foliar applications of copper fungicide Kocide 101 (June) or as directed by the Authority's Landscape Architect to control leaf spot. Apply Kocide 101 at the label rate.
- All Plant Material (except ornamental grasses) at Main Toll Plazas, the Authority's Administration and Operations Center, and the raised SR 408 median planter - Perform two (2) foliar applications (March) with 'Prescription Treatment Ultra-Fine Oil' to control scale, mites, thrips, etc. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Repeat application at 7- 10 day interval.
- All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas, the Authority's Administration and Operations Center, and the raised SR 408 median planter - Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area.
- All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas, the Authority's Administration and Operations Center, and the raised SR 408 median planter - Perform six (6) foliar applications alternating with 'Zyban WSB' (2x) (March - repeat at 14 day interval) alternating with 'Heritage' (2x) (May – repeat at 28 day interval - June) and with 'Spectro 90WDG' (2x) August - repeat at 14 day interval) Foliar Apps for Leaf Spot, etc. Apply 'Zyban WSB' at a mixing rate of 1.5 lbs (4 -6oz bags) / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Apply 'Spectro 90WDG' at a mixing rate of 2 lbs /100 gallons of water. Spray foliage to cover upper and lower surfaces of leaves.
- All Plant Material at Main Toll Plazas, the Authority's Administration and Operations Center, and the raised SR 408 median planter, and all Oleander, Fakahatchee, Coontie, and Plumbago Plantings – Perform two (2) drench applications with 'Merit 2F' (2x) (April, July) insecticide for Thrips, Aphids, Scale, and Caterpillars. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water and apply at 10 gallons of mixture / 1,000 square feet of bed area. Apply prior to 10-30-20 fertilizer app.
- Coontie Palms (not located at Main Toll Plazas) Perform four (4) foliar applications with 'Prescription Treatment Ultra-Fine Oil' (2x) (March – repeat at 7 day interval) and (2x) (June – repeat at 7 day interval) to control scale. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture

agitation during application. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces.

- Dune Sunflower and Junipers at SR 408 / Clark Rd, SR 417 / Univ. Blvd., Curry Ford Rd., I-Drive - Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area.
- Dune Sunflower, Lantana - Perform six (6) foliar applications alternating with 'Zyban WSB' (2x) (March - repeat at 14 day interval) alternating with 'Heritage' (2x) (May - repeat at 28 day interval - June) and with 'Spectro 90WDG' (2x) August - repeat at 14 day interval) Foliar Apps for Leaf Spot and Powdery Mildew. Apply 'Zyban WSB' at a mixing rate of 1.5 lbs (4 -6oz bags) / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Apply 'Spectro 90WDG' at a mixing rate of 2 lbs /100 gallons of water. Spray foliage to cover upper and lower surfaces of leaves.
- Fakahatchee Grass (spot treatment) - Perform two (2) spray applications with Ardent (2x at 7 day interval) as directed by the Authority's Landscape Architect to control scale and mites. Grass is to first be pruned to 18" to remove damaged leaf blades. Apply 'Ardent' at the mixing rate of 6.0 fluid ounces / 100 gallons of water. Apply to thoroughly coat all leaf blade surfaces and plant crown. Limits of pruning area and treatment area to be determined with the Authority's Landscape Architect prior to application. It is anticipated that numerous locations shall require treatment through out each year.
- Junipers at SR 408 / Clark, SR 417 / Univ. Blvd., Curry Ford Rd., I-Drive' - Perform four (4) foliar applications alternating with 'Zyban WSB' (2x) (March - repeat at 14 day interval) alternating with 'Heritage' (2x) (May - repeat at 28 day interval - June) Foliar Apps for Phomopsis Blight. Apply 'Zyban WSB' at a mixing rate of 3 lbs (8-6oz bags) / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Spray foliage to cover upper and lower surfaces of leaves.
- Junipers (Including Southern Red Cedars) - Perform two (2) foliar applications with 'Prescription Treatment Ultra-Fine Oil' (2x) (March - repeat at 7 day interval) to control mites. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces.

- Junipers (Including Southern Red Cedars) - Perform two (2) foliar applications with 'Ardent' (2x) (June-repeat at 7 day interval) or as directed by the Authority's Landscape Architect, to control mites. Apply 'Ardent' at the mixing rate of 6.0 fluid ounces / 100 gallons of water. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Prune dead / damaged material prior to application as directed.
- Oleander - Perform one (1) foliar applications with 'Prescription Treatment Ultra-Fine Oil' (March) to control snow scale. Apply 'Prescription Treatment Ultra-Fine Oil' at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all stem surfaces. Perform application immediately following annual pruning.
- Oleanders -- Perform two (2) foliar applications with 'Bifen IT' as directed by the Authority's Landscape Architect to control caterpillars and aphids. Apply 'Bifen IT' at the mixing rate of 21.7 ounces / 100 gallons of water. Localized applications may be directed to control limited pest pressure.
- 'Plumbago - Perform two (2) foliar applications with 'Prescription Treatment Ultra-Fine Oil' (2x) (May-repeat at 14 day interval) to control thrips. Apply 'Prescription Treatment Ultra-Fine Oil' at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Perform application immediately following annual pruning.
- Plumbago, Lantana, Indian Hawthorne, Viburnum, Loropetalum, Ligustrum – Perform two (2) foliar applications with 'Conserve SC' (2x) (June-repeat at 7 day interval) as directed by the Authority's Landscape Architect, to control thrips. Apply 'Conserve SC' at a mixing rate of 11.0 fl oz / 100 gallons of water. Provide complete and uniform coverage to all plant leaf (upper and lower) surfaces and stem surfaces.
- Plumbago, Lantana, Indian Hawthorne, Viburnum, Loropetalum, Ligustrum – Perform two (2) foliar applications alternating with 'Ardent' (1x) (September) as directed by the Authority's Landscape Architect followed at a 14 day interval by 'Tristar' (1x) combined with 'Lure' (1x) insecticide to control thrips. Apply 'Ardent' at a mixing rate of 8.0 ounces / 100 gallons of water. Apply 'Tristar' at a mixing rate of 5 oz / 100 gallons of water. Tristar spray mixture to include Lure at a mixing rate of 32 oz / 100 gallons of water and A-S Complex spreader sticker. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Localized applications may be directed to control limited pest pressure.

7.7.8 All specified applications shall be performed on schedule as listed in the Annual Landscape Maintenance Schedule. The Authority reserves the right to cancel any application that is not performed on schedule and to deduct the cost of the application (based on the submitted Bid Form) from the Contractor's monthly compensation. Prior to the scheduled performance of an application, the Contractor may request a postponement or adjustment of its execution date for consideration by the Authority's Landscape Architect. A postponement request does not relieve the Contractor of its obligation to perform the application on schedule as specified.

7.7.9 The Contractor shall perform all specified or directed applications at the specified intervals, with the specified mixing and application rates, using the correct application technique, and including all specified additives as listed above or as directed.

7.7.10 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the Authority's Landscape Architect) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the Authority's Landscape Architect. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.

7.8 Hand Watering

7.8.1 The Contractor shall provide hand watering, as directed by the Authority's Landscape Architect for all planted shrubs that are not fully covered by irrigation. Hand watering shall be paid for out of the Work Order Allowance at an agreed unit price per 1,000 gallons.

7.8.2 Water source for all hand watering shall be provided by the Contractor. All watering equipment shall be the responsibility of the Contractor.

7.8.3 At the first sign of drought stressed condition of plant material, the Contractor shall promptly notify the Authority's Landscape Architect and request approval to begin hand watering. The Contractor shall determine appropriate hand watering application rates to ensure the health and survival of the plant material. Any plant material that declines beyond acceptance by the Authority's Landscape Architect or dies due to late notification of drought stressed condition by the Contractor and lack of watering shall be replaced at the Contractor's expense. If the Authority's Landscape Architect, after proper notification, does not direct the Contractor via email within three (3) days of notification to begin hand watering, the Contractor is relieved of its responsibility for plant material lost due to drought stress.

8.0 TREE CARE

8.1 Description

- 8.1.1 Work to be done consists of pruning, weeding, litter and debris removal, mulching, fertilizer application, insect and disease control, and tree removal at all existing ornamental trees located on the Authority property on S.R. 408 and S.R. 417 as defined in Section 1.0, Project Scope. Tree care activities (pruning, weeding, litter and debris removal, mulching, staking, and removal of dead small caliper trees) shall be performed in the specific landscape maintenance areas as designated on the Landscape Maintenance Report forms, once every three (3) weeks in conjunction with the planting area detailing cycles. Chemical applications for insect and disease control and fertilizer applications shall be performed periodically as described below.
- 8.1.2 Tree care maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified turf care tasks and shall be exactly followed in the performance of these tasks.
- 8.1.3 Re-performance of any tree care maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the Authority's Landscape Architect shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the Authority's Landscape Architect. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.
- 8.1.4 Any turf or ornamental plant material damaged due to improper tree care maintenance activities shall be replaced by the Contractor, at no additional cost to the Authority.

8.2 Pruning

- 8.2.1 Pruning in general shall consist of the removal of dead (particularly lower limbs on pines), broken, fungus-infected, insect-infected, superfluous, and intertwining branches, vines and the removal of dead or decaying stumps and all other superfluous growth within the project limits. The Contractor shall perform Class I and Class II pruning to all trees within the project limits as necessary to promote the safety and security of the Authority employees and customers by removing obstructions of roadway signage, roadway and pedestrian traffic, roadway and toll plaza lighting; to remove all dead/diseased/damaged wood; as well as to provide clearance for mowing activities; as well as, to promote intended growth patterns and maximum aesthetics. Class I pruning shall mean pruning of all limbs and branches up to 1" in diameter and shall be performed throughout the year during the three week detailing cycles. Class

II pruning shall be performed once a year as directed by the Authority's Landscape Architect. Class II pruning shall mean pruning of all limbs and branches between 1 ½" and 2" in diameter. Required pruning activities do not include canopy thinning. Only Class II pruning as directed by the Authority's Landscape Architect for aesthetic reasons shall be paid for out of the Work Order Allowance.

- 8.2.2 Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.
- 8.2.3 The Contractor shall remove all sucker growth from the base of all trees in each landscape maintenance area during each three-week maintenance cycle.
- 8.2.4 The Contractor shall immediately remove any limbs, which, in the opinion of the Authority's Landscape Architect pose a threat to public safety (i.e., blocking vehicular sight distances, overhanging roadsides, overhanging pedestrian walkways, etc.). The Contractor shall provide equipment as necessary at no additional cost to the Authority.
- 8.2.5 During each 3-week detailing cycle and/or as directed by the Authority's Landscape Architect, pruning shall be performed as necessary to remove branches and vegetation damaged by storms, traffic accidents, etc.
- 8.2.6 During each 3-week detailing cycle and/or as directed by the Authority's Landscape Architect, pruning shall also be performed, as necessary, to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, etc. Contractor shall continuously monitor and maintain 500' clear visibility distance (from outside "slow" lane) to all roadside signage.
- 8.2.7 The Contractor shall discuss pruning technique and methodology with and receive authorization from the Authority's Landscape Architect prior to proceeding with pruning of following items:
 - Oaks -Generally prune trees to maintain the desired uniform natural appearance by thinning or tipping. A prominent central leader should be visible. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian clearance. The Oak trees shall not be lifted more than 6' from the ground to facilitate mowing operation underneath the tree canopy. All sucker growth shall be removed during each three-week maintenance cycle.
 - Crape Myrtle – All crape myrtle trees shall be pruned in February, as directed by the Authority's Landscape Architect to maintain a round head.

Severe topping shall not be performed. All sucker growth shall be removed during each three-week maintenance cycle.

- Ligustrum – All ligustrum trees shall be hand clipped as necessary to maintain a mushroom shaped form and to remove sucker growth during each three-week maintenance cycle.
- Magnolias - Prune only sucker growth and to maintain an attractive, pyramidal appearance. Lower foliage shall be retained. Do not lift more than 2' above finish grade unless necessary to create separation between lower foliage and exiting shrubs.
- Sabal Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all sabal palms located at all Main Toll Plazas, the Authority's Administration and Operations Center, and the raised SR 408 median planter two (2) times per year in January and July. Dead fronds on palms located in other areas shall remain on the trees and be removed offsite when they fall from the tree.
- Washingtonia Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all Washingtonia palms located at the Authority's Administration and Operations Center, four (4) times per year in January, April, July, and October.
- Medjool Palms, Pindo Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown once per year in July. from of all Medjool and Pindo palms located at the Authority's Administration and Operations Center, and the raised SR 408 median planter and the Anderson St on and off ramps to SR 408 as directed by the Authority's Landscape Architect.
- Pines – Remove dead lower branches during each three-week maintenance cycle. Prune other branches as necessary in the winter, during inactive growth period of to avoid any sap exudation (bleeding).
- Cypress, Maples, Sycamores, Bay Trees, Drake Elms – Prune only as directed by the Authority's Landscape Architect. All sucker growth is to be removed during each three-week maintenance cycle.

8.2.8 Contractor shall prune all ornamental trees not listed above once (1) yearly during late winter/early spring (late February - March) as directed by the Authority's Landscape Architect.

8.3 Weed Control

Contractor shall perform weed removal from all tree rings within the project limits during each three-week cycle as described in section 7.3 above.

8.4 Litter and Debris Removal

Contractor shall perform litter and debris removal from all tree rings within the project limits during each three-week cycle as described in section 7.4 above.

8.5 Mulching

Contractor shall install 36" minimum diameter mulched tree rings at all trees located in turf areas within the project limits as directed by the Authority's Landscape Architect. See section 7.5 above for specifications regarding mulch type, depth, and installation/maintenance requirements.

8.6 Fertilization

Contractor shall fertilize all ornamental trees located within the project limits, except pines, with 13-2-13 as per the specifications listed in section 7.6 above.

8.7 Insect and Disease Control

8.7.1 All landscape areas shall be continuously monitored for infestations of insects, (caterpillars, mites, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify Authority's Landscape Architect of discovered infestations/diseases and request directions for proper treatment. Once given application directions from the Authority's Landscape Architect, the Contractor shall immediately perform the treatment for proper control. Contractor shall submit a daily Pesticide Application Record (provided by the Authority's Landscape Architect) reporting the application activities report to the Authority's Landscape Architect on a weekly basis.

8.7.2 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.

8.7.3 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1):

- Crape Myrtles – Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area.
- Crape Myrtles –Perform four (4) foliar applications alternating with 'Heritage' (2x) (May - June at 28 day interval) and 'Zyban WSB' (2x) (August at 14 day interval) or as directed by the Authority's Landscape Architect, to control powdery mildew. Apply 'Heritage' at a mixing rate of 2.0 fluid oz / 100 gallons of water. Apply 'Zyban WSB' at a mixing rate of 3 lbs (8-6oz bags) / 100 gallons of water. Spray mixtures to include A-S Complex spreader sticker.
- Crape Myrtles –Perform two (2) drench applications with 'Merit 2F' (2x) (April, July) insecticide for Aphids. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water and apply at 20 gallons of mixture / 1,000 square feet of root ball area Apply prior to 10-30-20 fertilizer app.
- Crape Myrtles –Perform two (2) foliar applications with Tristar' insecticide as directed by the Authority's Landscape Architect to control aphids. Apply Tristar' at a mixing rate of 5 oz / 100 gallons of water. Tristar spray mixture to include A-S Complex spreader sticker. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces.
- Magnolias – Perform three (3) foliar applications of a combination of Prescription Treatment Ultra-Fine Oil insecticide and Cleary's 3336 fungicide (March, June, and September) or as directed by the Authority's Landscape Architect to control scale and sooty mold. Apply Prescription Treatment Ultra-Fine Oil at the label rate of two (2) gallons / 100 gallons of water and Cleary's 3336 at a mixing rate of 14 fluid ounces / 100 gallons of water. Provide constant mixture agitation during application.
- Magnolias – Perform two (2) foliar applications of copper fungicide Kocide 101 as directed by the Authority's Landscape Architect to control black mildew, and Algal and Colletotrichum leaf spot. Follow label rates for Kocide 101 application.
- Palm Trees - Monitor for signs of Ganoderma Zonatum 'Butt Rot' (fungal brackets on trunk, mushrooms at base, or softness of trunk). When identified by either the Contractor or the Authority's Landscape Architect, the infected tree shall be immediately removed including the stump and entire root mass to an offsite location and destroyed. The cost of the removal will be paid for from the Work Order Allowance.

- Pindo Palms, Medjool Palms – Perform four (4) bud drench applications of Subdue Maxx fungicide (March, May, July, and September) or as directed by the Authority's Landscape Architect. Apply Subdue Maxx at a mixing rate of 2.0 fluid ounces/ 100 gallons of water. Use proper equipment and sufficient quantity of material to thoroughly soak palm bud.
- Pindo Palms, Medjool Palms – Perform four (4) root drench applications of Banrot 40WP fungicide (March, May, July, and September) or as directed by the Authority's Landscape Architect to control root rot. Apply at a mixing rate of 8.0 ounces / 100 gallons of water per 400 square feet (equivalent to 1 quart / sf) of bed area.
- Pindo Palms, Medjool Palms - Perform two (2) bud drench applications of 'Merit 2F' insecticide (March and July) or as directed by the Authority's Landscape Architect to control weevils. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water
- Medjool Palms – Perform two (2) bud and trunk drench applications of 'Cleary's 3336' Fungicide (July - 2X at 14 day interval) bud and trunk drench - immediately after annual pruning. Apply 'Cleary's 3336' at a mixing rate of 16 fl oz / 100 gallons of water. Use proper equipment and sufficient quantity of material to thoroughly soak palm bud and trunk.

8.7.4 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the Authority's Landscape Architect) shall be provided at the Contractor's expense.

8.8 Hand Watering

Contractor shall perform hand watering at any trees located within the project limits as directed by the Authority's Landscape Architect and as per the specifications in section 7.8 above.

8.9 Staking

8.9.1 The Contractor shall ensure all newly installed and existing trees are maintained in a straight and plumb position.

8.9.2 Tree staking inspection and correction shall occur during each three-week maintenance cycle. The Contractor shall use only approved staking material that does not damage the tree. Remove stakes only as directed by the Authority's Landscape Architect.

8.10 Tree Removal

- 8.10.1 Contractor shall be required to remove any tree, as directed by the Authority's Landscape Architect within the project limits. Payment from tree removal and disposal for trees larger than 3" caliper will be made from the Work Order Allowance. Smaller caliper trees, which can be cut at ground level, shall be removed (as directed by the Authority's Landscape Architect) at no additional cost to the Authority.
- 8.10.2 The removal of trees shall be accomplished by removing and lowering to the ground suitable sized sections of limbs or trunk starting at the top and working progressively downward to the ground. The main trunk shall be sawed at or below the ground surface.
- 8.10.3 Before making any cuts, suitable ropes, slings, guide lines, and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of that section. All safety precautions must be observed to avoid injury.
- 8.10.4 No limb or section of a tree shall be left in place after the first cut has been made for its removal.
- 8.10.5 Stumps shall not be left on-site. Contractor shall grind large stumps to level of finish grade as directed by Authority's Landscape Architect. Stump grinding and removal shall be paid for from the Work Order Allowance.
- 8.10.6 All underbrush, shrubs, and trees removed shall be immediately and properly disposed of off-site, especially removed pine trees infested with pine bark beetles and palm trunks and root mass infected with Ganoderma Zonatum 'Butt Rot'.
- 8.10.7 All underbrush, shrubs, trees and woody growth with less than 4" trunk diameter shall be removed if directed by the Authority's Landscape Architect from within the drip line of each tree specified for removal.

9.0 "NO-MOW" AREAS

- 9.1 "No-Mow" areas are described as specific locations on the Authority system where trees (pines, oaks, maples, and cypress) and large shrubs (wax myrtles, *Viburnum obovatum*, etc.) are planted closely together creating visual barriers (buffers) to on-site and off-site views. The existing bahia turf between the trees is left un-mowed, creating a naturalistic appearance. All "No-Mow" areas to be maintained under this Contract are delineated in the "No-Mow" Area Reference Maps (Attachment #3).

- 9.2 All "No-Mow" areas shall be maintained during each three week detailing cycle in terms of litter and debris removal as described in Section 6.0, Shrubs/Vines/ Groundcover Care and in terms of tree pruning and staking in Section 7.0, Tree Care. Weed removal shall occur three (3) times a year as described below.
- 9.3 The Contractor shall be responsible for the complete removal of all noxious weeds (e.g., dog fennel, ragweed, Spanish needle, guinea grass, primrose willow, etc.) and all climbing vines three (3) times a year (March, June, and September) from each "No-Mow" area location within the project limits. Each "cleaning" cycle shall be completed in its entirety at all "No-Mow" areas within sixty (60) days.
- 9.4 The removal of all weeds shall be performed in a manner that will not be detrimental to any surrounding desirable vegetation (Bahia turf, Slash Pines, Oaks, etc.) Hand pulling and removal of weed growth is recommended. Limited string trimming is allowed, but special care shall be taken not to damage pine trunks or Saw Palmetto plantings with string trimming activities.
- 9.5 Mulching of "No-Mow" areas is permitted where turf growth is sparse. Mulch coverage shall be maintained during each 3-week cycle and slope stabilization shall not be compromised due to turf removal. Slope failure caused by intentional turf removal or turf lost due to Contractor negligence shall be repaired by the Contractor at no additional cost to the Authority.
- 9.6 All debris generated from the "cleaning" of each "No-Mow" area shall be collected and removed from the site. Debris shall be allowed to be left onsite for no more than two days before it shall be collected and removed. No collected debris shall be left on the project property over the weekend.
- 9.7 Any re-performance of weed removal, (or other specified maintenance task) required due to Contractor negligence or incomplete performance (as determined by the Authority's Landscape Architect) shall be provided at the Contractor's expense. Any turf or plant material damaged due to improper maintenance activities (as determined by the Authority's Landscape Architect) shall be replaced by the Contractor, at no additional cost to the Authority.

10.0 IRRIGATION SYSTEM

10.1 General Requirements

- 10.1.1 The Contractor shall be responsible for the monitoring, adjustment, maintenance, and repair of the irrigation systems at all Main Toll Plazas, the Authority's Administration and Operations Center, and S.R. 417/International Drive to ensure that all plant material watered by each system receive sufficient moisture to maintain plant health and vigor.

- 10.1.2 The Contractor shall promptly perform system repairs as necessary to ensure continual, full operation of all system parts with limited disruption of the irrigation program. The cost of the repair/replacement of pumps, timers, and control valves shall be paid for from the Work Order Allowance. The cost of all other system repairs/replacements shall be included as part of this Contract.
- 10.1.3 Each automatic irrigation system shall be programmed weekly, as necessary, to provide watering frequency sufficient to replace soil moisture at the plant material root zone.
- 10.1.4 All irrigation shall run between 1:00 a.m. and 7:00 a.m., if possible, and in accordance with water usage restrictions in effect through the St. Johns River Water Management District. Any digression from this schedule requires the approval of the Authority's Landscape Architect.
- 10.1.5 Any modifications to the irrigation systems shall be submitted to the Authority's Landscape Architect in writing for approval. If the original request is not satisfactory to the Authority's Landscape Architect an alternate plan may be requested. The Contractor shall submit detailed record drawings to the Authority's Landscape Architect within thirty (30) days after work is completed.
- 10.1.6 The Contractor shall provide qualified, certified and capable subcontractors and suppliers to supply services and parts that are equal to or better than the services and parts that were previously used or found in use and with 100% compatibility with existing equipment.
- 10.1.7 The Contractor shall prepare an estimate of cost for parts/tests and labor and receive a work order from the Authority's Landscape Architect prior to proceeding with any repair and/or replacement of equipment. The work order will indicate the work to be performed and the agreed compensation.
- 10.1.8 The Contractor shall guarantee for ninety (90) days the workmanship of a repair. In the event the repair fails within the guarantee period and such failure is the result of the parts provided by the Contractor or the workmanship of the Contractor, the corrections shall be made by the Contractor at no additional cost to the Authority.

10.2 Monitoring/Adjustments

- 10.2.1 The Contractor shall inspect the entire operation of each system and perform any maintenance required to keep system fully operational no less than once each month. A written inspection report shall be forwarded to the Authority's Landscape Architect once each month. During each inspection, the Contractor shall perform the following:
- Activate each zone of the existing system.
 - Visually check for and report any damaged heads or ones needing repair.

- Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- 10.2.2 The Contractor is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.
- 10.2.3 Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Authority's Landscape Architect.
- 10.2.4 Any adjustments to the spray nozzles, spray patterns, controllers, etc., required to provide optimum growth of the landscape shall be performed by the Contractor.
- 10.3 Valve/Valve Boxes
- 10.3.1 The Contractor shall provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- 10.3.2 The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, per the original construction details.

11.0 PLANT REPLACEMENT

- 11.1 At the direction of the Authority's Landscape Architect, the Contractor shall provide, install and maintain plant material to replace designated plants that are damaged, dead, or missing. Plant replacements that are required due to the negligence of the Contractor (as determined by the Authority's Landscape Architect) shall be replaced at no cost to the Authority. Required plant replacements that are not due to the negligence of the Contractor will be paid for from the Work Order Allowance.
- 11.2 At the execution of the Contract, the Contractor shall submit a plant material unit cost list, which shall be used as a basis for determining plant replacement pricing. The unit cost shall include the price of the material, installation, mulching, staking as necessary, establishment period maintenance, and a one-year replacement guarantee. The unit cost shall be used for pricing of Work Order Allowance payment and for calculating deducts for required replacements not performed as directed.
- 11.3 Plant material replaced due to the negligence of the Contractor shall be of a size and quality equal to or better than the material at the time of its loss.
- 11.4 All plant material provided by the Contractor shall be Florida #1 or better as outlined in the 'Florida Grades and Standards for Nursery Plant Material'. All plant material is subject to review and approval by the Authority's Landscape Architect.

- 11.5 Plant replacement projects shall begin with the Authority's Landscape Architect forwarding to the Contractor a required Plant List, specifying the plant species, quantity, size and spacing; and a Plant Replacement Map(s) indicating the location and quantity of the various plant species to be installed. For work paid for from the Work Order Allowance, the Contractor shall submit a price proposal and tentative installation schedule for review and approval. For replacement projects due to Contractor negligence, only the schedule shall be submitted. Upon completion of installation (and acceptance by the Authority's Landscape Architect), the Contractor shall maintain the material for a (365) day establishment period. This includes supplemental watering as necessary to promote optimal plant health.

Any plant material lost or rejected by the Authority's Landscape Architect during that period shall be replaced, at no additional cost to the Authority, within (21) days of notification of rejection, and the new material shall begin a (365) day establishment period from the new date of installation.

- 11.6 For plant replacements due to Contractor negligence, the Contractor shall begin the replacement effort within (30) days of receipt of the Plant List and Plant Replacement Map(s). The plant replacement installation work, once begun, shall proceed uninterrupted until completion and acceptance by the Authority's Landscape Architect. In the event that a required plant replacement effort is not performed as directed or is not performed within the time frame listed above, the Authority reserves the right to withhold the amount for the replacement material (based on the submitted unit costs) from the Contractor's monthly compensation until the work is completed to the Authority's satisfaction.

12.0 ADDITIONS TO PROJECT SCOPE

- 12.1 During the Contract term it is anticipated that at least one landscape improvement project will be under construction on the Authority system and will be added to the Contract scope upon completion.
- 12.2 Additional proposed landscape improvement projects are anticipated to be designed, completed, and added to the Contract scope during the three (3) year Contract term. An estimated New Construction Allowance amount has been included in the Contract to fund the addition of these projects to the Contract Scope. Following completion of installation and prior to project turn over, the Contractor shall submit, for review and approval by the Authority's Landscape Architect, a price proposal based on the lowest unit costs from the initial Contract pricing or current pricing in effect for based on CPI index changes incorporated for renewal years 4 and 5.
- 12.3 The Contractor shall inspect the newly installed material under each project and notify the Authority's Landscape Architect as to any problems or concerns that should be addressed prior to accepting the improvements for maintenance. Upon acceptance of the project for maintenance, the Contractor assumes full responsibility for the continued health of the plant

material. Any material lost or damaged after acceptance due to negligence on the part of the Contractor (as determined by the Authority's Landscape Architect) shall be replaced by the Contractor at no cost to the Authority. The Contractor will not be responsible for plant material lost due to uncontrollable circumstances (i.e., mushroom root rot, Ganoderma Zonatum 'Butt Rot', etc.). The Contractor will also not be responsible for plant material lost due to borers and nematodes during the first year following turn over for maintenance.

- 12.4 Upon receipt of written acceptance by the Contractor of the landscape improvements, the Contractor shall begin performance of all maintenance tasks pertaining to the newly added material as per the Contract specifications and the Annual Landscape Maintenance Schedule. The Contractor is responsible for the performance of all scheduled tasks from the start date noted by the Authority's Landscape Architect.

13.0 ROADWAY CONSTRUCTION PROJECTS

During the Contract term, sections of the Authority system may be removed from the Contract scope due to ongoing roadway i. of Oxalis mprovement construction project such as sections of S.R. 417 at Boggy Creek Road When landscape improvements currently maintained under the Contract are removed from the project scope, the cost to the Authority for the maintenance tasks to be performed in those areas shall be deducted from the monthly invoices submitted by the Contractor. The amount of the construction deduction shall be calculated based on pricing from the Price Proposal, required maintenance tasks listed in the Annual Maintenance Schedule and plant material and right of way area quantities determined from site maps and field inventories. The Authority's Landscape Architect will forward to the Contractor a spread sheet identifying the information used to determine each monthly deduction. The information shall be sent via email no later than one week prior to the end of each month.

14.0 EMERGENCY RESPONSE

14.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc., stipulated in this Scope of Services. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by the Contract.

Response time, unless otherwise directed by the Landscape Architect, required by the Contractor for various maintenance activities is as follows (none posing a public safety hazard):

- Irrigation adjustments (controller, valves, spray heads) - 24 hours
- Standard repairs - one week

- Plant material replacement - two weeks

Should the Contractor fail to respond to a request for any services addressed herein within the required allotted time, the Authority will, at the Contractor's sole expense, provide the requested services.

14.2 Emergency Response Plan

The Contractor shall develop, prepare and implement an Emergency Response Plan (ERP) to address emergency situations including, but not necessarily limited to:

- Irrigation line breaks
- Irrigation equipment failures
- Downed trees

Additionally, the ERP shall address the following:

- Responsible parties to be notified.
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency.
- Procedures for notifying the Authority's Landscape Architect, utility companies and others affected by the listed emergency.

Four (4) copies of a draft of the plan shall be submitted to the Authority's Landscape Architect within 30 days after the date of the Notice to Proceed. The Landscape Architect will review the plan and meet with the Contractor to resolve any concerns and to finalize the plan. A final plan, including all corrections/changes required by the Landscape Architect shall be submitted by the Contractor within 60 days after the Notice to Proceed.

15.0 WORK ORDER/NEW CONSTRUCTION ALLOWANCE

The Authority has established a Work Order/New Construction Allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and Work anticipated as new landscape construction areas.

Unless necessitated due to Contractor negligence or failure to perform, payment will be made to the Contractor from the Work Order Allowance for the following work activities directed, authorized and accepted by the Authority's Landscape Architect:

1. Tree removal and disposal (solid trunk with 3"+ caliper).
2. Cycles/frequencies of mowing, weed/disease/insect control, fertilizer/fungicide applications, plant/tree trimming, pruning and shaping exceeding the cycles/frequencies specified herein.
3. Nematode control.

4. Irrigation system repairs (Repair/replacement of pumps, timers, and control valves only)
5. Plant replacement. (Not due to Contractor negligence)
6. Work performed as directed in areas removed from the project scope due to roadway construction.

Any amount remaining in the allowance upon completion and acceptance of the project remains the property of the Authority.

16.0 CONTRACT TERM AND BEGINNING WORK

- 16.1 Following execution of the Contract, the Authority will issue to the Contractor a written Notice to Proceed for the project.
- 16.2 The Contract term will be three (3) years with an option to extend the Contract for 2 one-year renewal periods. Exercise of the options will be made at the sole discretion and election of the Authority. The Authority will provide written notice of its exercise to the Contractor at least 120 days prior to the expiration of the initial three year Contract Term and any renewals. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that the Authority's unilateral exercise of the option would be inequitable, the Contractor may refuse the Authority's exercise of the option. Such refusal must be communicated to the Authority in writing within 30 days from the date the Contractor receives the Authority's notice of intent to exercise the option. The Contractor shall provide to the Authority within that same 30 day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the Contractor are agreed to by the Authority, such revisions will be incorporated in a Supplemental Agreement to the Contract. If the Authority does not agree to the Contractor's proposed revisions, the Authority will not exercise the option to extend the Contract.

END OF SECTION

METHOD OF COMPENSATION

1.0 PURPOSE

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

2.0 COMPENSATION

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

3.0 METHOD OF COMPENSATION

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

- 3.4 The Price Proposal reflects the cost of individual maintenance tasks specified in the Contract and shall be used as a basis for payment deducts and additions.
- 3.5 The compensation for the two optional renewal periods, if offered by the Authority, will be determined by using the CPI-All Urban Consumers, Not Seasonally Adjusted, South Urban Area, All Items Database. The price increase or decrease for the first renewal period will be determined by the aforementioned CPI percentage between the 16th and 28th month of the Contract term and the second renewal period will be determined between the 28th and 40th month of the Contract term.
- 3.6 Direct deposit of payment to the Contractor is available. If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.
- 3.7 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or its designated representative. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract or a work order is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Director of Construction and Maintenance, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.
- 3.8 If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by the Authority, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by the Authority from any invoice or monthly billing period until such time as the Work is determined to be acceptable.
- 3.9 The basis for withholding payments will be the Price Proposal.
- 4.0 ADDITIONAL SERVICES

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

END OF SECTION