



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 03-17

**LANDSIDE TERMINAL LANDSCAPE MAINTENANCE
AND IRRIGATION SERVICES**

ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

GOAA DATE 8/19/20
ITEM NO. 4-67
DOCUMENTARY # To file

AMENDMENT NO. 5

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
CAROL KING LANDSCAPE, INC.

TO

PURCHASING CONTRACT 03-17

THIS AMENDMENT NO. 5 made and entered into as of the 8th day of October, 2020, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and CAROL KING LANDSCAPE MAINTENANCE, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated December 1, 2016, and as amended by Amendment No. 1, dated July 21, 2017, Amendment No. 2 dated June 1, 2019, Amendment No. 3 dated October 25, 2019, and Amendment No. 5 dated March 25, 2020 Contractor agreed to provide Landside Terminal Landscape Maintenance and Irrigation Services at Orlando International Airport (OIA), Orlando, Florida; and

WHEREAS the Contract provides Authority with options to renew the term of the Contract for two (2) additional periods of one (1) year each; and

WHEREAS, Authority desires to exercise its second option to renew the term of the Contract for an additional period of one (1) year.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

- 1. Renewal Term of Contract.** The term of the Contract shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of December 1, 2020 and expiring November 30, 2021.
- 2. Compensation.** The Authority shall pay to the Contractor during the renewal term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on Attachment "A-5", Second Renewal Option Pricing. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. Contractor's Performance Bond.** Prior to the execution of this Amendment No. 5, Contractor shall furnish Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond for the extended term in an amount, which is not less than **Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00)**.

4. Suit/Proceedings. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

5. Public Entity Crimes Act. The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

6. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 5, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST: Larissa Bar-
in behalf of
Assistant Secretary Daye Burnettz-Snyder

GREATER ORLANDO AVIATION AUTHORITY

By: [Signature]
Chief Executive Officer

[Official Seal]

"CONTRACTOR"

ATTEST: Richard Bechand
Secretary

CAROL KING LANDSCAPE MAINTENANCE, INC.

By: [Signature]

Its: Vice President

Bruce Bechand, Vice President
Print or Type Name and Title

[Corporate Seal]

Approved as to Form and Legality
this 17 day of October 2020
NELSON MULLINS BROAD AND CASSEL
By: [Signature]
Greater Orlando Aviation Authority

ATTACHMENT "A-5"

SECOND RENEWAL OPTION PRICING

LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

	<u>Unit Price</u>		<u>Frequency* per Year</u>		<u>Extension</u>
1. MOWING					
(Spec 3.3)					
Map 1	\$2,965.29	(x)	42	(=)	\$124,542.18
Map 2	\$2,581.13	(x)	42	(=)	\$108,407.33
Map 2 (Northfield)	\$1,182.04	(x)	24	(=)	\$28,368.96
2. EDGING & TRIMMING					
(Spec 3.4)					
Map 1	\$448.36	(x)	36	(=)	\$16,140.96
Map 2	\$1,131.09	(x)	36	(=)	\$40,719.24
3. WEEDING					
(Spec 3.5)					
Map 1	\$2,422.16	(x)	36	(=)	\$87,197.87
Map 2	\$3,015.22	(x)	36	(=)	\$108,547.96
4. PRUNING					
(Spec 3.6)					
<u>Shrubs & Groundcover</u>					
Map 1	\$2,750.28	(x)	6	(=)	\$16,501.69
Map 2	\$2,971.40	(x)	6	(=)	\$17,828.42
<u>Palms</u>					
Map 1	\$4,177.90	(x)	2	(=)	\$8,355.80
Map 2	\$25,352.72	(x)	2	(=)	\$50,705.44
Washingtonian Palm	\$76.43	(x)	400	(=)	\$30,570.00
<u>Trees</u>					
Map 1	\$7,642.50	(x)	1	(=)	\$7,642.50
Map 2	\$20,481.90	(x)	1	(=)	\$20,481.90

	<u>Unit Price</u>		<u>Frequency* per Year</u>		<u>Extension</u>
5. DISEASE & INSECT CONTROL					
(Spec 3.8)					
Map 1	\$2,761.49	(x)	12	(=)	\$33,137.88
Map 2	\$3,311.75	(x)	12	(=)	\$39,741.00
6. PALM WEEVIL TREATMENTS					
(Spec 3.8.3)					
Map 1	\$1846.43	(x)	2	(=)	\$3,692.86
Map 2	\$5502.60	(x)	2	(=)	\$11,005.20
7. FERTILIZATION					
(Spec 3.7)Turf					
Map 1	\$8,582.02	(x)	3	(=)	\$25,746.05
Map 2	\$7234.90	(x)	3	(=)	\$21,704.70
<u>Shrubs & Groundcover</u>					
Map 1	\$1,803.63	(x)	3	(=)	\$5,410.89
Map 2	\$3,476.83	(x)	3	(=)	\$10,430.48
<u>Palms</u>					
Map 1	\$397.41	(x)	3	(=)	\$1,192.23
Map 2	\$2082.84	(x)	3	(=)	\$6,248.51
<u>Trees</u>					
Map 1	\$2,139.90	(x)	2	(=)	\$4,279.80
Map 2	\$2,343.70	(x)	2	(=)	\$4,687.40
(Spec 3.7.2)					
<u>Soil Analysis Reports</u>	\$458.55	(x)	2	(=)	\$917.10
8. FURNISH / INSTALL / MAINTAIN PER ANNUAL					
(Spec 2.1)					
Annuals	\$0.941	(x)	170,000 each	(=)	<u>\$159,970.00</u>
9. TRASH & DEBRIS REMOVAL (Spec 3.10)					
Trash & Debris Removal	<u>\$264.94</u>	(x)	261 days	(=)	<u>\$69,149.34</u>

	<u>Unit Price</u>		<u>Frequency* per Year</u>		<u>Extension</u>
10. PROVIDE / PLACEMENT OF PINE BARK AND PINE STRAW					
(Spec 3.9)					
Pine Bark	\$25.48	(x)	7,000 cu. yards	(=)	\$178,325.00
Pine Straw	<u>\$5.10</u>	(x)	2,400 cu. yards	(=)	<u>\$12,228.00</u>

11. IRRIGATION MAINTENANCE (LABOR AND PARTS)

8" and below in diameter

Map 1	\$4,177.90	(x)	12 months	(=)	\$50,134.80
Map 2	\$7,387.75	(x)	12 months	(=)	\$88,653.00

12. ADDITIONAL WORK

8" and above in diameter

	\$30.57/hourly Estimated	(x)	500	(=)	\$15,285.00
Irrigation Parts	Annual Lump Sum	(x)	<u>\$5,000.00</u>	(=)	<u>\$5,000.00</u>
Stump Grinding	\$91.71/each	(x)	10	(=)	\$917.10

13. REMOVE AND REPLACE PLANT MATERIAL:

Description	Unit Price		Est. Qty.*		Extended Price
African Iris - 3 Gal	\$5.50	(x)	10	(=)	\$55.00
African Iris - 3 Gal	\$16.00	(x)	10	(=)	\$160.00
Anise 3 gal	\$11.21	(x)	25	(=)	\$280.23
Anise 7 gal	\$30.77	(x)	25	(=)	\$769.25
Azalea - 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Aztec Liriope - 1 Gal	\$5.50	(x)	10	(=)	\$55.00
Blue Flag Iris - 1 Gal	\$5.50	(x)	10	(=)	\$55.00
Bougainvilles - 3 Gal	\$16.00	(x)	10	(=)	\$160.00
Burford Holly 7 gal	\$33.61	(x)	25	(=)	\$840.25
Burford Holly - 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Camellia - 3 gal	\$20.00	(x)	10	(=)	\$200.00
Camellia Japonica 7 gal	\$38.72	(x)	25	(=)	\$968.05
Canary D. Palm 12'	\$1,700.00	(x)	2	(=)	\$3,400.00
Cast Iron Plant - 1 Gal	\$5.50	(x)	10	(=)	\$55.00
Confederate Jasmine	\$11.00	(x)	10	(=)	\$110.00

Description	Unit Price		Estimated Qty.*		Extended Price
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Creeping Fig - 1 Gal	\$6.00	(x)	10	(=)	\$60.00
Crinum Lily. - 10 Gal	\$30.00	(x)	10	(=)	\$300.00
Croton - 3 Gal	\$16.00	(x)	10	(=)	\$160.00
Day Lily - 1 Gal	\$5.50	(x)	10	(=)	\$55.00
Downy Jasmine - 3 Gal	\$11.21	(x)	10	(=)	\$112.10
Dwarf Lantana 1 gal	\$5.60	(x)	25	(=)	\$140.11
Fakahatchee - 3 Gal	\$14.00	(x)	10	(=)	\$140.00
Firebush 3 gal	\$11.71	(x)	25	(=)	\$292.75
Firecracker Plant 3 gal	\$11.71	(x)	25	(=)	\$292.75
Hibiscus - 3 Gal	\$15.00	(x)	10	(=)	\$150.00
Ilex Schilling 3 gal	\$11.21	(x)	25	(=)	\$280.23
Indian Hawthorn - 3 Ga	\$11.00	(x)	10	(=)	\$110.00
Ixoria - 3 Gal	\$12.00	(x)	10	(=)	\$120.00
Jasmine Minima 1 gal	\$5.60	(x)	25	(=)	\$140.11
Juniper - 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Liriope - 1 Gal	\$5.50	(x)	10	(=)	\$55.00
Magnolia - 100 Gal	\$800.00	(x)	2	(=)	\$1,600.00
Muhly Grass 3 gal	\$12.23	(x)	25	(=)	\$305.70
Nandina - 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Oleander - 3 Gal	\$12.00	(x)	10	(=)	\$120.00
Oleander 7 gal	\$35.67	(x)	25	(=)	\$891.63
Pampas Grass- 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Philodendron Selloum 7 gal	\$30.57	(x)	25	(=)	\$764.25
Photinia - 1 Gal	\$2.50	(x)	25	(=)	\$62.50
Pineapple Guva 3 gal	\$12.23	(x)	25	(=)	\$305.70
Pittisporum - 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Plumbago- 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Podocarpus 7 gal	\$35.67	(x)	25	(=)	\$891.63
Podocarpus. - 3 Gal	\$18.00	(x)	10	(=)	\$180.00
Rose Ground - 3 Gal	\$20.00	(x)	10	(=)	\$200.00
Rose Knockout - 3 Gal	\$20.00	(x)	10	(=)	\$200.00
Silver Grass 3 gal	\$12.23	(x)	25	(=)	\$305.70
Society Garlic 1 gal	\$5.60	(x)	25	(=)	\$140.11
Splitleaf Philodendron - 3 Ga	\$11.00	(x)	10	(=)	\$110.00
Texas Sage 3 gal	\$11.21	(x)	25	(=)	\$280.23
Thryallis - 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Ti Plant- 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Variegated Shell Ginger 3 gal	\$12.23	(x)	25	(=)	\$305.70
Viburnum - 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Viburnum 7 gal	\$38.72	(x)	25	(=)	\$968.05
Yellow Canna - 3 Gal	\$11.00	(x)	10	(=)	\$110.00
Yucca - 3 Gal	\$16.00	(x)	10	(=)	\$160.00
Zamia - 3 Gal	\$18.00	(x)	10	(=)	\$180.00
Zamia 7 Gal	\$40.76	(x)	25	(=)	\$1,019.00

14. SOD AND SOIL:

Description	Est. Qty*.		Unit Price		Extended Price
St. Augustine Sod Laid - Sq Ft	400	(x)	\$0.39	(=)	\$154.89
Bahia Sod Laid - Sq. Ft	300	(x)	\$0.26	(=)	\$79.48
Clean Fill Soil - Sq Yd	110	(x)	\$44.84	(=)	\$4,931.96
Clean Fill Soil - 1 Sq Ft Bag	200	(x)	\$4.08	(=)	\$815.20

ESTIMATED SECOND RENEWAL OPTION AMENDMENT NO. 5 VALUE: \$1,438,995.03

*The frequencies and quantities have been estimated. The Authority believes these estimates fairly describes the Scope of Work under ordinary circumstances, but actual conditions may cause the frequencies and quantities to differ from the estimates. The Authority is obligated to pay the Unit Prices for items provided in this Amendment for services and materials actually requested by the Authority and successfully provided by the Contractor.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs, including any attorney's fees, costs, and expenses for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

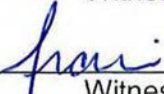
Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:



Witness



Witness

(Seal)

Carol King Landscape Maintenance, Inc.

Principal (Name of Contractor)

By: 

(Signature)

Its: Vice President

(Title)

Merchants Bonding Company (Mutual)

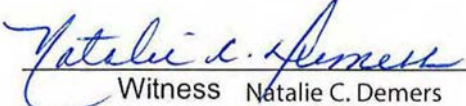
Name of Surety

By: 

(Signature) Don Bramlage

Its: Attorney in Fact & Florida Resident Agent

(Title)



Witness Natalie C. Demers



Witness Stephanie McCarthy

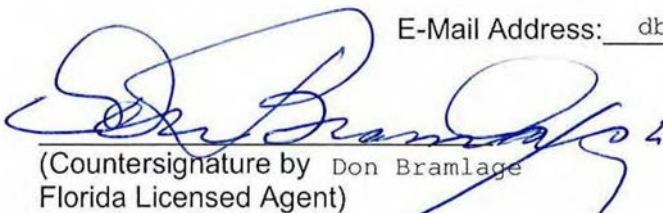
Address: 4380 St. Johns Pkwy, Ste. 110

Sanford, FL 32771

Telephone No.: 407-330-3990

Fax No.: 407-330-3949

E-Mail Address: dbramlage@nielsonbonds.com


(Countersignature by Don Bramlage
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

IMPORTANT: Surety companies executing bonds must meet the requirements set forth in Section 6.7 of the Contract's General Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, Randell Bachand, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Bruce Bachand who signed the said Bond(s) on behalf of the Principal was then Vice President of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

Randell Bachand
Secretary

(Corporate Seal)

Attach a copy of the Authority's form of Certificate of Insurance or a copy of Declarations Page(s) from Insurance Policy and/or Policy Binder indicating that Contractor has obtained all insurance required by the Contract Documents.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Don Bramlage; Edward M Clark; Laura D Mosholder

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

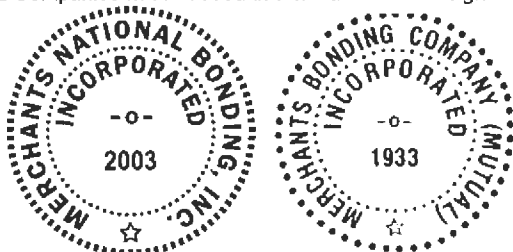
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



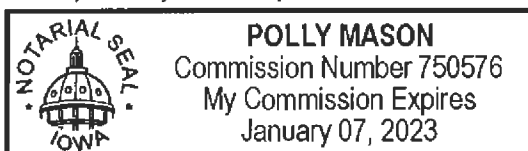
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA

COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

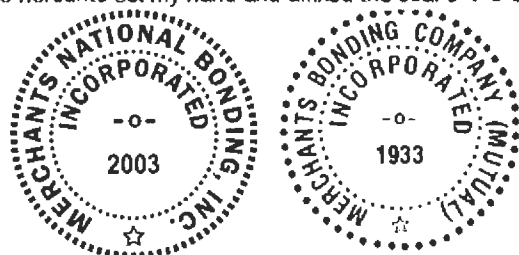


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this ____ day of _____, 2020.



William Warner Jr.
Secretary

AMENDMENT NO. 4

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
CAROL KING LANDSCAPE, INC.
TO
PURCHASING CONTRACT 03-17

THIS AMENDMENT NO. 4 made and entered into as of the 25th day of March, 2020, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and CAROL KING LANDSCAPE MAINTENANCE, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated December 1, 2016, as amended by Amendment No. 1, dated July 21, 2017, Amendment No. 2 dated June 1, 2019, and Amendment No. 3 dated October 25, 2019, Contractor agrees to provide Landside Terminal Landscape Maintenance and Irrigation Services at Orlando International Airport (OIA), Orlando, Florida; and Contractor agreed to provide Landside Terminal Landscape Maintenance and Irrigation Services at Orlando International Airport (OIA), Orlando, Florida; and

WHEREAS, Authority desires and Contractor agrees to amend the Contract to adjust the Contractor's scope of work by adding different types of Remove and Replace Plants and to adjust the compensation payable to the Contractor accordingly.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Increase in Scope of Work.** Effective on March 1, 2020 and expiring on November 30, 2020, Contractor's Scope of Work shall be and hereby is increased to provide additional current landscape maintenance services and materials described below. All described services shall be provided in accordance with the Contract Specifications.

LANDSCAPE SERVICES ADDED	
Maps 1 and 2 - Landside Terminal Landscape Maintenance and Irrigation Services as needed	Add different types of Remove and Replace Plants (See Attachment "A-4")

2. **Compensation.** The Authority shall pay to the Contractor during the first option of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices for the Plant Material as shown on Attachment "A-4", Additional Landscape Services and Material Unit Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.

3. Suit/Proceedings. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

4. Public Entity Crimes Act. The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

5. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 4, the Contract shall continue in full force and effect in accordance with its terms and conditions.

6. WHISTLE BLOWER REPORTING LINE: The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at www.integritycounts.ca/org/GOAA. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:

[Signature]
Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

By: [Signature]
Chief Executive Officer

[Official Seal]

"CONTRACTOR"

ATTEST:

[Signature]
Secretary

CAROL KING LANDSCAPE MAINTENANCE, INC.

By: [Signature]

Its: Vice President

Bruce Bachand, Vice President
Print or Type Name and Title

[Corporate Seal]

Approved as to Form and Legality
9 day of March 2020

ELSON MULLINS BROAD AND CASSEL

[Signature]
Greater Orlando Aviation Authority

ATTACHMENT "A-4"

LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

FOURTH AMENDMENT PRICES

****EFFECTIVE MARCH 1, 2020 THROUGH NOVEMBER 30, 2020**

ADDITIONAL CURRENT LANDSCAPE SERVICES / PLANT MATERIALS

<u>TYPE</u>	<u>SIZE</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u> <u>REMOVE/REPLACE</u> <u>PLANTS **</u>	<u>EXTENSION</u>
13. REMOVE AND REPLACE PLANT MATERIAL:				
African Iris	3 Gal	\$16.30	10	\$163.00
Azalea	3 Gal	\$11.21	10	\$112.10
Aztec Liripoe	1 Gal	\$5.60	10	\$56.00
Blue Flag Iris	1 Gal	\$5.60	10	\$56.00
Bougainvilles	3 Gal	\$16.30	10	\$163.00
Burford Holly	3 Gal	\$11.21	10	\$112.10
Camelia	3 Gal	\$20.38	10	\$203.80
Canary D. Palm	12'	\$1,732.30	2	\$3,464.60
Cast Iron Plant	1 Gal	\$5.60	10	\$56.00
Confederate Jasmine	3 Gal	\$11.21	10	\$112.10
Creeping Fig	1 Gal	\$6.11	10	\$61.10
Crinum Lily	10 Gal	\$30.57	10	\$305.70
Croton	3 Gal	\$16.30	10	\$163.00
Day Lily	1 Gal	\$5.60	10	\$56.00
Downy Jasmine	3 Gal	\$11.21	10	\$112.10
Fakahatchee	3 Gal	\$14.27	10	\$142.70
Hibiscus	3 Gal	\$15.29	10	\$152.90
Indian Hawthorn	3 Gal	\$11.21	10	\$112.10
Ixoria	3 Gal	\$12.23	10	\$122.30
Juniper	3 Gal	\$11.21	10	\$112.10
Liriope	1 Gal	\$5.60	10	\$56.00
Magnolia	100 Gal	\$815.20	2	\$1630.40
Nandina	3 Gal	\$11.21	10	\$112.10
Oleander	3 Gal	\$12.23	10	\$122.30
Pampas Grass	3 Gal	\$11.21	10	\$121.10
Photinia	1 Gal	\$2.55	10	\$25.50
Pittisporum	3 Gal	\$11.21	10	\$121.10
Plumbago	3 Gal	\$11.21	10	\$121.10
Podocarpus	3 Gal	\$18.34	10	\$183.40
Rose Knockout	3 Gal	\$20.38	10	\$203.80
Rose Ground	3 Gal	\$20.38	10	\$203.80
Splitleaf Philodendron	3 Gal	\$11.21	10	\$121.10
Ti Plant	3 Gal	\$11.21	10	\$121.10
Thryallis	3 Gal	\$11.21	10	\$121.10
Viburnum	3 Gal	\$11.21	10	\$121.10
Yellow Canna	3 Gal	\$11.21	10	\$121.10

Continued from Page 4

Yucca	3 Gal	\$16.30	10	\$163.00
Zamia	3 Gal	\$16.30	10	\$163.00

ESTIMATED FOURTH AMENDMENT VALUE: \$9,619.10

****The quantities provided have been estimated. The Authority believes these estimates fairly describe the Scope of Work under ordinary circumstances, but actual conditions may cause the quantities to be adjusted accordingly. The Authority is obligated only to pay the Unit Prices for items provided in this Amendment for the quantities actually requested by the Authority and successfully provided by the Contractor.**

AMENDMENT NO. 3

ORIGINAL

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
CAROL KING LANDSCAPE, INC.

TO

PURCHASING CONTRACT 03-17

THIS AMENDMENT NO. 3 made and entered into as of the 25th day of OCTOBER, 2019, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and CAROL KING LANDSCAPE MAINTENANCE, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated December 1, 2016, and as amended by Amendment No. 1, dated July 21, 2017, and Amendment No. 2 dated June 1, 2019, Contractor agreed to provide Landside Terminal Landscape Maintenance and Irrigation Services at Orlando International Airport (OIA), Orlando, Florida; and

WHEREAS the Contract provides Authority with options to renew the term of the Contract for two (2) additional periods of one (1) year each; and

WHEREAS, Authority desires to exercise its first option to renew the term of the Contract for an additional period of one (1) year.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

- 1. Renewal Term of Contract.** The term of the Contract shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of December 1, 2019 and expiring November 30, 2020.
- 2. Compensation.** The Authority shall pay to the Contractor during the renewal term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on Attachment "A-3", First Renewal Option Pricing. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. Contractor's Performance Bond.** Prior to the execution of this Amendment No. 3, Contractor shall furnish Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond for the extended term in an amount, which is not less than **Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00)**.

Suit/Proceedings. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

4. Public Entity Crimes Act. The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

5. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 3, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed as of the date and year first above written.

"AUTHORITY"

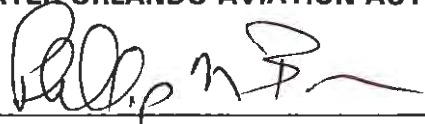
ATTEST:



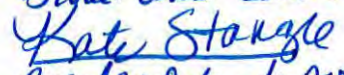
Assistant Secretary

[Official Seal]

GREATER ORLANDO AVIATION AUTHORITY

By: 

Chief Executive Officer

*Approved as to Form and Legality
this 30th day of September 2019
Nelson Mullins Broad and Casel
By: Kate Stangle 
Greater Orlando Aviation Authority*

"CONTRACTOR"


ATTEST:



Secretary

[Corporate Seal]

CAROL KING LANDSCAPE MAINTENANCE, INC.

By: 

Its: *Vice President*

Bruce Bachand

Print or Type Name and Title

ATTACHMENT "A-3"

LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
(Includes CPI Adjustment of 1.9% increase)

	<u>Unit Price</u>		<u>Frequency* per Year</u>		<u>Extension</u>
1. MOWING					
(Spec 3.3)					
Map 1	\$2,965.29	(x)	42	(=)	\$124,542.18
Map 2	\$2,581.13	(x)	42	(=)	\$108,407.33
Map 2 (Northfield)	\$1,182.04	(x)	24	(=)	\$28,368.96
2. EDGING & TRIMMING					
(Spec 3.4)					
Map 1	\$448.36	(x)	36	(=)	\$16,140.96
Map 2	\$1,131.09	(x)	36	(=)	\$40,719.24
3. WEEDING					
(3.5)					
Map 1	\$2,422.16	(x)	36	(=)	\$87,197.87
Map 2	\$3,015.22	(x)	36	(=)	\$108,547.96
4. PRUNING					
(Spec 3.6)					
<u>Shrubs & Groundcover</u>					
Map 1	\$2,750.28	(x)	6	(=)	\$16,501.69
Map 2	\$2,971.40	(x)	6	(=)	\$17,828.42
<u>Palms</u>					
Map 1	\$4,177.90	(x)	2	(=)	\$8,355.80
Map 2	\$25,352.72	(x)	2	(=)	\$50,705.44
Washingtonian Palm	\$76.43	(x)	400	(=)	\$30,570.00
<u>Trees</u>					
Map 1	\$7,642.50	(x)	1	(=)	\$7,642.50
Map 2	\$20,481.90	(x)	1	(=)	\$20,481.90

	<u>Unit Price</u>		<u>Frequency* per Year</u>		<u>Extension</u>
5. DISEASE & INSECT CONTROL					
(Spec 3.8)					
Map 1	\$2,761.49	(x)	12	(=)	\$33,137.88
Map 2	\$3,311.75	(x)	12	(=)	\$39,741.00
6. PALM WEEVIL TREATMENTS					
(Spec 3.8.3)					
Map 1	\$1846.43	(x)	2	(=)	\$3,692.86
Map 2	\$5502.60	(x)	2	(=)	\$11,005.20
7. FERTILIZATION					
(Spec 3.7)Turf					
Map 1	\$8,582.02	(x)	3	(=)	\$25,746.05
Map 2	\$7234.90	(x)	3	(=)	\$21,704.70
<u>Shrubs & Groundcover</u>					
Map 1	\$1,803.63	(x)	3	(=)	\$5,410.89
Map 2	\$3,476.83	(x)	3	(=)	\$10,430.48
<u>Palms</u>					
Map 1	\$397.41	(x)	3	(=)	\$1,192.23
Map 2	\$2082.84	(x)	3	(=)	\$6,248.51
<u>Trees</u>					
Map 1	\$2,139.90	(x)	2	(=)	\$4,279.80
Map 2	\$2,343.70	(x)	2	(=)	\$4,687.40
(Spec 3.7.2)					
<u>Soil Analysis Reports</u>	\$458.55	(x)	2	(=)	\$917.10
8. FURNISH / INSTALL / MAINTAIN PER ANNUAL					
(Spec 2.1)					
Annuals	\$0.94	(x)	170,000 each	(=)	<u>\$153,371.60</u>
9. TRASH & DEBRIS REMOVAL (Spec 3.10)					
Trash & Debris Removal	<u>\$264.94</u>	(x)	261 days	(=)	<u>\$69,149.34</u>

	<u>Unit Price</u>		<u>Frequency* per Year</u>		<u>Extension</u>
10. PROVIDE / PLACEMENT OF PINE BARK AND PINE STRAW					
(Spec 3.9)					
Pine Bark	\$25.48	(x)	7,000 cu. yards	(=)	\$178,325.00
Pine Straw	<u>\$5.10</u>	(x)	2,400 cu. yards	(=)	<u>\$12,228.00</u>

11. IRRIGATION MAINTENANCE (LABOR AND PARTS)

8" and below in diameter

Map 1	\$4,177.90	(x)	12 months	(=)	\$50,134.80
Map 2	\$7,387.75	(x)	12 months	(=)	\$88,653.00

12. ADDITIONAL WORK

<u>8" and above in diameter</u>	\$30.57/hourly Estimated	(x)	500	(=)	\$15,285.00
Irrigation Parts	Annual Lump Sum	(x)	<u>\$5,000.00</u>	(=)	<u>\$5,000.00</u>
Stump Grinding	\$91.71/each	(x)	10	(=)	\$917.10

13. REMOVE AND REPLACE PLANT MATERIAL:

		<u>Unit Price</u>	<u>Estimated* Annual Quantity</u>	<u>Extension</u>
<u>Florida friendly *</u>				
Anise	3 gal.	<u>\$11.21</u>	(x) 25 EACH (=)	<u>\$280.23</u>
Anise	7 gal.	<u>\$30.57</u>	(x) 25 EACH (=)	<u>\$764.25</u>
Firebush *	3 gal.	<u>\$11.21</u>	(x) 25 EACH (=)	<u>\$280.23</u>
Pineapple Guva *	3 gal.	<u>\$12.23</u>	(x) 25 EACH (=)	<u>\$305.70</u>
Variogatged Shell Ginger	3 gal.	<u>\$12.23</u>	(x) 25 EACH (=)	<u>\$305.70</u>
Firecracker Plant *	3 gal.	<u>\$11.21</u>	(x) 25 EACH (=)	<u>\$280.23</u>
Ilex Schilling *	3 gal.	<u>\$11.21</u>	(x) 25 EACH (=)	<u>\$280.23</u>
Texas Sage *	3 gal.	<u>\$11.21</u>	(x) 25 EACH (=)	<u>\$280.23</u>
Miscanthus Silver Grass*	3 gal.	<u>\$12.23</u>	(x) 25 EACH (=)	<u>\$305.70</u>
Muhly Grass *	3 gal.	<u>\$12.23</u>	(x) 25 EACH (=)	<u>\$305.70</u>
Jasmine Minima	1 gal.	<u>\$5.60</u>	(x) 25 EACH (=)	<u>\$140.11</u>
Dwarf Lantana *	1 gal.	<u>\$5.60</u>	(x) 25 EACH (=)	<u>\$140.11</u>
Society Garlic *	1 gal.	<u>\$5.60</u>	(x) 25 EACH (=)	<u>\$140.11</u>
Burfordii Holly	7 gal.	<u>\$32.61</u>	(x) 25 EACH (=)	<u>\$815.20</u>
Camelia Japonica	7 gal.	<u>\$38.72</u>	(x) 25 EACH (=)	<u>\$968.05</u>
Podocarpus	7 gal.	<u>\$35.67</u>	(x) 25 EACH (=)	<u>\$891.63</u>
Philodendron Selloum	7 gal.	<u>\$30.57</u>	(x) 25 EACH (=)	<u>\$764.25</u>
Viburnum	7 gal.	<u>\$38.72</u>	(x) 25 EACH (=)	<u>\$968.056</u>
Zamia *	7 gal.	<u>\$40.76</u>	(x) 25 EACH (=)	<u>\$1,019.00</u>
Oleander *	7 gal.	<u>\$35.67</u>	(x) 25 EACH (=)	<u>\$891.63</u>

14. SOD AND SOIL:

St. Augustine Sod Installed:	Sq. Ft.	<u>\$0.39</u>	(x) 400 Sq. Ft. (=)	<u>\$154.89</u>
Bahia Sod Laid Installed:	Sq. Ft.	<u>\$0.26</u>	(x) 300 Sq. Ft. (=)	<u>\$79.48</u>
Clean Fill Soil:	Sq. Yd.	<u>\$44.84</u>	(x) 110 Sq. Ft. (=)	<u>\$4,931.96</u>
Clean Fill Soil	Cu. Ft/Bg.	<u>\$4.08</u>	(x) 200 Bag (=)	<u>\$815.20</u>

ESTIMATED FIRST RENEWAL OPTION AMENDMENT NO. 3 VALUE: \$1,429,376.03

*The frequencies and quantities have been estimated. The Authority believes these estimates fairly describes the Scope of Work under ordinary circumstances, but actual conditions may cause the frequencies and quantities to differ from the estimates. The Authority is obligated to pay the Unit Prices for items provided in this Amendment for services and materials actually requested by the Authority and successfully provided by the Contractor.

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
 that Carol King Landscape Maintenance, Inc.
7032 Old Cheney Highway, Orlando, FL 32807, hereinafter called
 Principal, and
Merchants Bonding Company (Mutual), PO Box 14498, Des Moines, IA 50306
Iowa, a corporation organized under the laws of the State of Iowa and
 licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound
 unto the Greater Orlando Aviation Authority, hereinafter called Authority, in the Penal Sum of **Seven
 Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00)**, for the payment of which sum well
 and truly made, Principal and Surety bind ourselves, our heirs, personal representatives,
 successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Authority for
Purchasing (Bid/Proposal) 03-17, Landside Terminal Landscape Maintenance and Irrigation
 Services, at Orlando International Airport, in accordance with the Contract Documents which are
 incorporated therein by reference and made a part thereof, and which collectively are herein
 referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees including any attorney's fees, costs, and expenses for and in connection with all trial and appellate proceedings, that Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) including any attorney's fees, costs, and expenses for and in connection with all trial, appellate and bankruptcy proceedings, that the Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs, including any attorney's fees, costs, and expenses for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

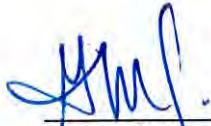
The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

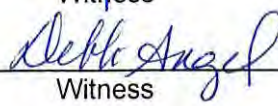
The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal.


IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 25 day of OCTOBER, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:



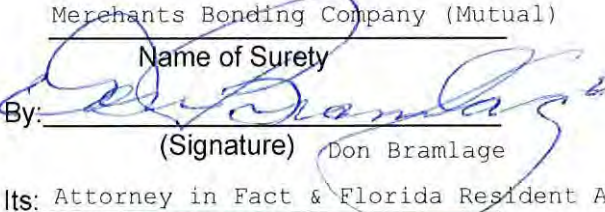
Witness


Witness
(Seal)

Carol King Landscape Maintenance, Inc.
Principal (Name of Contractor)
By: 

(Signature) Bruce Bachand
Its: Vice President

(Title)

Merchants Bonding Company (Mutual)
Name of Surety
By: 

(Signature) Don Bramlage
Its: Attorney in Fact & Florida Resident Agent

(Title)

Address: 4380 St. Johns Pkwy, Ste. 110
Sanford, FL 32771

Telephone No.: 407-330-3990

Fax No.: 407-330-3949

E-Mail Address: dbramlage@nielsonbonds.com



(Countersignature by Don Bramlage
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

IMPORTANT: Surety companies executing bonds must meet the requirements set forth in Section 6.7 of the Contract's General Conditions.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Don Bramlage; Edward M Clark; Laura D Mosholder

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 10th day of October, 2017.

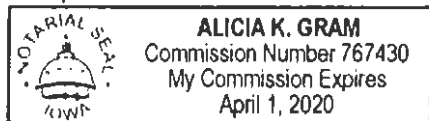


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 10th day of October, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2017.



William Warner Jr.
Secretary

ORIGINAL

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
CAROL KING LANDSCAPE, INC.

TO

PURCHASING CONTRACT 03-17

THIS AMENDMENT NO. 2 made and entered into as of the 1st day of June, 2019, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and CAROL KING LANDSCAPE MAINTENANCE, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated December 1, 2016, and as amended by Amendment No. 1, dated July 21, 2017, Contractor agreed to provide Landside Terminal Landscape Maintenance and Irrigation Services at Orlando International Airport (OIA), Orlando, Florida; and

WHEREAS, Authority desires and Contractor agrees to amend the Contract to adjust the Contractor's scope of work by removing and replacing twelve (12) Phoenix Canariensis Palms located in front of the hotel property located at OIA and to adjust the compensation payable to the Contractor accordingly.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

- 1. Effective Dates:** The effective term of this Amendment shall be June 1, 2019 and expiring on November 30, 2019.
- 2. Increase in Scope of Work.** Contractor's Scope of Work shall be and hereby is increased to remove twelve (12) diseased/declining Phoenix Canariensis Palms located in front of the hotel property and install twelve (12) new 16 foot Clear Trunk (C.T.) Phoenix Canariensis Palm Trees in the same location. Each new palm shall be treated with pathogen prevention and supported with staking kits. All described services shall be provided in accordance with the Contract Specifications.
- 3. Compensation.** The Authority shall pay to the Contractor during the initial term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on Attachment "A-2", Additional Landscape Services and Material Unit Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 4. Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

5. Public Entity Crimes Act. The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

6. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 2, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:

[Signature]
Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

By: *[Signature]*
Chief Executive Officer

[Official Seal]

"CONTRACTOR"

ATTEST:

[Signature]
Secretary

CAROL KING LANDSCAPE MAINTENANCE, INC.

By: *[Signature]*
Its: *Vice President*

Bruce Bachand, Vice President
Print or Type Name and Title

[Corporate Seal]

Approved as to Form and Legality
this 2 day of July, 2017

NELSON MULLINS BROAD AND CASSEL

By: *[Signature]*
Greater Orlando Aviation Authority

ATTACHMENT "A-2"

LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

ADDITIONAL LANDSCAPE SERVICES/MATERIALS UNIT PRICES

Remove diseased Phoenix Canariensis Palms located in front of the hotel property and replace with new 16-foot C.T. Phoenix Canariensis Palms in the same location. Treat palms with pathogen prevention. Support Palms using Staking Kits	12	\$8,550.00	\$102,600.00
Staking Material Kits	12	\$70.00	\$840.00

ESTIMATED AMENDMENT No. 2 VALUE: \$103,440.00

AMENDMENT NO. 1

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
CAROL KING LANDSCAPE, INC.

TO

PURCHASING CONTRACT 03-17

THIS AMENDMENT NO. 1 made and entered into as of the 21TH day of July, 2017, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and CAROL KING LANDSCAPE MAINTENANCE, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated December 1, 2016, Contractor agreed to provide Landside Terminal Landscape Maintenance and Irrigation Services at Orlando International Airport, Orlando, Florida; and

WHEREAS, Authority desires and Contractor agrees to amend the Contract to adjust the Contractor's scope of work by adding different types of Remove and Replace Plants, St. Augustine and Bahia Sod installation services, Clean Fill Soil, and to adjust the compensation payable to the Contractor accordingly.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Increase in Scope of Work**. Effective on July 1, 2017 and expiring on November 30, 2019, Contractor's Scope of Work shall be and hereby is increased to provide additional current landscape maintenance services and materials described below. All described services shall be provided in accordance with the Contract Specifications.

	LANDSCAPE SERVICES ADDED
Maps 1 and 2 - Landside Terminal Landscape Maintenance and Irrigation Services as needed	<ul style="list-style-type: none">• Add different types of Remove and Replace Plants, St. Augustine and Bahia Sod installation services, and Clean Fill Soil

2. **Compensation**. The Authority shall pay to the Contractor during the initial term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on Attachment "A-1", First Amendment Unit Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.

3. **Suit/Proceedings**. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

4. Public Entity Crimes Act. The Contractor acknowledges the following notice: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

5. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 1, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date and year first above written.

“AUTHORITY”

ATTEST:

[Signature]
Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

By: [Signature]
Executive Director

[Official Seal]

“CONTRACTOR”

ATTEST:

[Signature]
Secretary

CAROL KING LANDSCAPE MAINTENANCE, INC.

By: [Signature]
Its: Vice President

Bruce Bachand, Vice President
Print or Type Name and Title

[Corporate Seal]

Approved as to Form and Legality
this 14 day of July, 2017

BROAD AND CASSEL LLP

By: [Signature]
Greater Orlando Aviation Authority

ATTACHMENT "A-1"

LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

FIRST AMENDMENT PRICES

****EFFECTIVE JULY 1, 2017 THROUGH NOVEMBER 30, 2019**

ADDITIONAL CURRENT LANDSCAPE SERVICES / MATERIALS

<u>TYPE</u>	<u>SIZE</u>	<u>UNIT PRICE</u>	<u>**ESTIMATED AMOUNT</u>	<u>EXTENSION</u>
			<u>REMOVE/REPLACE</u>	
			<u>PLANTS</u>	
13. REMOVE AND REPLACE PLANT MATERIAL:				
<u>Florida friendly *</u>				
Anise	3 gal.	<u>\$11.00</u>	(x) 25 EACH (=)	<u>\$275.00</u>
Anise	7 gal.	<u>\$30.00</u>	(x) 25 EACH (=)	<u>\$750.00</u>
Firebush *	3 gal.	<u>\$11.00</u>	(x) 25 EACH (=)	<u>\$275.00</u>
Pineapple Guva *	3 gal.	<u>\$12.00</u>	(x) 25 EACH (=)	<u>\$300.00</u>
Varietatged Shell Ginger	3 gal.	<u>\$12.00</u>	(x) 25 EACH (=)	<u>\$300.00</u>
Firecracker Plant *	3 gal.	<u>\$11.00</u>	(x) 25 EACH (=)	<u>\$275.00</u>
Ilex Schilling *	3 gal.	<u>\$11.00</u>	(x) 25 EACH (=)	<u>\$275.00</u>
Texas Sage *	3 gal.	<u>\$11.00</u>	(x) 25 EACH (=)	<u>\$275.00</u>
Miscanthus Silver Grass *	3 gal.	<u>\$12.00</u>	(x) 25 EACH (=)	<u>\$300.00</u>
Muhly Grass *	3 gal.	<u>\$12.00</u>	(x) 25 EACH (=)	<u>\$300.00</u>
Jasmine Minima	1 gal.	<u>\$5.50</u>	(x) 25 EACH (=)	<u>\$137.50</u>
Dwarf Lantana *	1 gal.	<u>\$5.50</u>	(x) 25 EACH (=)	<u>\$137.50</u>
Society Garlic *	1 gal.	<u>\$5.50</u>	(x) 25 EACH (=)	<u>\$137.50</u>
Burfordii Holly	7 gal.	<u>\$32.00</u>	(x) 25 EACH (=)	<u>\$800.00</u>
Camelia Japonica	7 gal.	<u>\$38.00</u>	(x) 25 EACH (=)	<u>\$950.00</u>
Podocarpus	7 gal.	<u>\$35.00</u>	(x) 25 EACH (=)	<u>\$875.00</u>
Philodendron Selloum	7 gal.	<u>\$30.00</u>	(x) 25 EACH (=)	<u>\$750.00</u>
Viburnum	7 gal.	<u>\$38.00</u>	(x) 25 EACH (=)	<u>\$950.00</u>
Zamia *	7 gal.	<u>\$40.00</u>	(x) 25 EACH (=)	<u>\$1,000.00</u>
Oleander *	7 gal.	<u>\$30.00</u>	(x) 25 EACH (=)	<u>\$750.00</u>

Continued from Page 4

14. SOD AND SOIL:

	<u>Unit Price</u>	<u>**Estimated Amount</u>	<u>Extension</u>
St. Augustine Sod Installed:	per Sq. Ft. <u>\$0.38</u>	(x) 300 Sq. Ft. (=)	<u>\$114.00</u>
Bahia Sod Laid Installed:	per Sq. Ft. <u>\$0.26</u>	(x) 300 Sq. Ft. (=)	<u>\$78.00</u>
Clean Fill Soil:	per Sq. Yd. <u>\$44.00</u>	(x) 110 Sq. Ft. (=)	<u>\$4,840.00</u>
Clean Fill Soil	1 Cu. Ft. Bag <u>\$4.00</u>	(x) 200 Bag (=)	<u>\$800.00</u>

ESTIMATED FIRST AMENDMENT VALUE: \$15,644.50

****The quantities provided have been estimated. The Authority believes these estimates fairly describe the Scope of Work under ordinary circumstances, but actual conditions may cause the quantities to be adjusted accordingly. The Authority is obligated only to pay the Unit Prices for items provided in this Amendment for the quantities actually requested by the Authority and successfully provided by the Contractor.**

ADDENDUM NO. 4
TO
PURCHASING BID 03-17
LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

May 5, 2016

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

- ITEM 1: Replace Page 2 of the Invitation For Bids with corrected Page 2 of the Invitation For Bids. First sentence is updated to read as follows: "Sealed Bids will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until **2:00 p.m., May 13, 2016**, at which time all Bids received will be publicly opened and read. Bids may be delivered prior to the above time and date to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338."
- ITEM 2: Replace Page BF-12 of the Invitation For Bids with corrected Page BF-12 of the Invitation For Bids. Third paragraph is updated to read as follows: "We have received Invitation for Bids, Purchasing Bid 03-17, Landside Terminal Landscape Maintenance and Irrigation Services, for Orlando International Airport, opening at 2:00 p.m., May 13, 2016, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338."

***** END OF ADDENDUM NO. 4*****



Arthur DeRostaing, CPPO CPPB, FCCM
Senior Purchasing Agent

5/5/2016

Date

ADDENDUM NO. 3
TO
PURCHASING BID 03-17
LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

May 4, 2016

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: Replace Pages BF-18, BF-23, and BF-28 of the Bid Forms with corrected Pages BF-18, BF-23, and BF-28 of the Bid Forms. A new line item is inserted under **Section 7, FERTILIZATION, Turf, Map 2, to read as follows:**

“ Map 2 \$ _____ (x) 3 (=) \$ _____ ”

***** END OF ADDENDUM NO.3*****



Arthur DeRostaing, CPPO, CPPB, FCCM
Senior Purchasing Agent



Date

ADDENDUM NO. 2
TO
PURCHASING BID 03-17
LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

May 3, 2016

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: Question: Is the payment turnaround time Net 15 or Net 30?

Answer: Reference General Conditions, Section 2.1, Page GC-1, which states: "The Contractor shall invoice the Authority by the tenth day of each month following a month in which Contractor performed approved work."

ITEM 2: Question: Does the Authority permit one subcontractor, certified as both a MWBE and LDB, to perform as a MWBE and LDB on a specific contract, as long as the subcontractor is performing two scope of works?

Answer: Yes. A contractor can utilize one subcontractor, that is certified as both MWBE and LDB, given that the scope of work is separate and clearly defined between both MWBE and LDB programs.

***** END OF ADDENDUM NO. 3 *****



Arthur DeRostaing, CPPO, CPPB, FCCM
Senior Purchasing Agent



Date

ADDENDUM NO. 1
TO
PURCHASING BID 03-17
LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

April 25, 2016

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: Replace Pages BF-3 of Bid Form with corrected Pages BF-3 of Bid Form. The last sentence is corrected by inserting Page BF-32.

ITEM 2: Replace Page GC-6 of the General Conditions with corrected Page GC-6 of the General Conditions. Section 6.1, first sentence is revised to read: "Prior to Authority's execution of the Contract and within ten (10) **business** days of the award, the Contractor shall furnish to Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, completed on the Authority's forms provided in the Contract Documents."

ITEM 3: Question: Are the 20% MWBE and 10% LDB participation goals required to be met on a monthly basis?

Answer: The 20% MWBE and 10% LDB participation goals are based on the entire three (3) year initial term. Primes are not expected to meet these participation goals every month, however; the Small Business Development Department will track MWBE and LDB participation goals on a month to month basis to ensure that Primes are on track to meet the goals at the end of the three (3) year term.

ITEM 4: Question: What is the current annual budget for this project?

Answer: Fiscal Year 2014/2015 expenditure for this project was approximately \$1,212,050.00.

ITEM 5: Question: How many years does this contract award involve?

Answer: Please reference the solicitation IFB 03-17, Invitation For Bids, Page 1, third paragraph, which reads: "The Contract period will be for thirty-six (36) months with the initial service to commence on or about December 1, 2016, and with the Authority having options to renew the Contract for two (2) additional periods of one (1) year each."

***** END OF ADDENDUM NO. 1*****



Arthur DeRostaing, CPPO, CPPB, FCCM
Senior Purchasing Agent

4/25/2016

Date

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INVITATION FOR BIDS
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 03-17
LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

Sealed Bids for **Purchasing Bid 03-17, Landside Terminal Landscape Maintenance and Irrigation Services**, at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing the landside terminal landscape and irrigation maintenance services located at the Orlando International Airport ("OIA") in accordance with the Contract Documents.

The Contract period will be for thirty-six (36) months with the initial service to commence on or about December 1, 2016, and with the Authority having options to renew the Contract for two (2) additional periods of one (1) year each.

The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.

Bid packages will be available for examination Monday, April 11, 2016, and may be obtained by visiting the Authority Purchasing Department's website at www.orlandoairports.net/purchasing for download availability or by visiting AirportLink's website at <http://AirportLink.cogsdale.com> or by calling AirportLink at (800) 533-9690. AirportLink provides supplier registration services, document fulfillment and other purchasing related services to the Authority and to suppliers doing business with the Authority. Any award resulting from this solicitation will not require any payment by the supplier to AirportLink. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink. Questions concerning this Bid package should be addressed to Arthur DeRostaing at (407) 825-6425, by facsimile (407) 825-4020, or by e-mail at aderostaing@goaa.org.

A PRE-BID CONFERENCE will be held at 9:00 a.m., Wednesday, April 20, 2016 at the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. The conference will include a review of the Bid Documents, a question and answer period, and a familiarization site visit. **Attendance at the Pre-Bid Conference and the familiarization site visit is not mandatory but is strongly encouraged.** Bidders are expected to be familiar with the Bid Documents and to provide the Authority with any questions regarding the Bid Documents at the Pre-Bid Conference.

Sealed Bids will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until **2:00 p.m., May 13, 2016**, at which time all Bids received will be publicly opened and read. Bids may be delivered prior to the above time and date to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. **Bids transmitted electronically or by facsimile will not be accepted. Any Bid received after the time and date specified for the opening of the Bids will not be considered, but will be returned unopened.** The Authority's Purchasing Manager will designate an official timepiece which shall be used to determine the official time for opening of Bids, and which time shall be deemed correct and conclusive.

A Bid must be submitted on a reproduced copy of the Bid Forms supplied, including any addenda which may be issued, and must be submitted in a sealed envelope which shall be clearly marked **Purchasing Bid 03-17, Landside Terminal Landscape Maintenance and Irrigation Services**, at the Orlando International Airport. Five (5) additional copies of the Bid should also be included with the original Bid. The original Bid shall be submitted in hard copy format and clearly marked "Original." Additionally, an exact electronic copy of the Bid should be included with the Original Bid on an individual electronic USB Flash Drive.

No Bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for Bid opening.

Each Bid must be accompanied by a Bid Guaranty in the form of a Cashier/Teller's Check made payable to the Authority, or a Bid Bond in the amount of **Seventy-Five Thousand Dollars (\$75,000.00)** submitted as a guaranty that the Bidder, if awarded the Contract, will within ten (10) business days after written notice of such award, enter into a written Contract with the Authority in accordance with the accepted Bid and the Bid Document, and will provide a Performance Bond or Letter of Credit, satisfactory to the Authority, having a penal sum equal to **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** in accordance with the Bid Documents.

If the Bidder elects to provide a Bid Bond in lieu of a Cashier/Teller's Check made payable to the Authority, the Bid Bond shall be completed on the Authority's form provided in this package, or another form substantially the same as such form and acceptable to the Authority. The Performance Bond or Letter of Credit, if a Bidder is awarded the Contract, shall be completed on the Authority's form provided in this package.

The Bidder awarded the Contract must also provide, within ten (10) business days after written Notice of Award, proof of liability insurance in the amount of **One Million Dollars (\$1,000,000.00)**, along with any other required insurance coverages and evidence of business or occupational license, as outlined in the Bid Documents.

This Document includes a Minority and Women Business Enterprise (MWBE) and a Local Developing Business (LDB) participation requirement. The Participation Goal for this Contract will be 20% for MWBEs and 10% for LDBs.

The Authority reserves the right to waive any informalities or irregularities of Bids, to request clarification of information submitted in any Bid, to request additional information from any Bidder, or to reject any or all Bids, and to readvertise for Bids. The Authority also reserves the right to extend the date and time period during which it will accept Bids and to extend the date or time scheduled for the opening of Bids.

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid.

You should note that Section 12 of the Instructions to Bidders describes irregularities in Bids that may cause them to be rejected by the Authority. Included in these irregularities are those such as conditions, limitations, or unauthorized alternative Bids which may require the Authority to reject a Bid. You are strongly urged to seek the Authority's written advice BEFORE you submit a Bid containing any of the irregularities described in Section 12 of the Instructions to Bidders.

GREATER ORLANDO AVIATION AUTHORITY

INSTRUCTIONS TO BIDDERS

1. INTENT:

It is the intent of these Instructions to establish guidelines for the proper completion of the Bid Forms. These Instructions to Bidders provide guidance and explanation for subsequent Bid Forms and Contract Documents. Please read all instruction paragraphs.

2. GENERAL:

- 2.1 This Contract will be to furnish all labor, supervision, equipment, tools, materials and supplies, tools, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing the landside terminal landscape maintenance and irrigation services located at the Orlando International Airport ("OIA") in accordance with the Contract Documents.
- 2.2 Contract period will be thirty-six (36) months with the initial service to commence on or about December 1, 2016, and with Authority having options to renew the Contract for two (2) additional periods of one (1) year each upon the same terms and conditions, except compensation to the Contractor which shall be established by negotiation between the parties, subject to the limitations stated below. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-B4=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42nd) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.
- 2.3 The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the Authority's landside terminal landscape maintenance and irrigation services requirements. The Authority may in its sole discretion award any additional or similar services to any third party, or the Authority may elect to perform all or a portion of the services by its own employees.
- 2.5 A Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its Bid.

INSTRUCTIONS TO BIDDERS (Continued)

- 2.6 Each Bidder shall provide in the appropriate space on Page BF-17 through BF-31, its unit price for Year One, Year Two and Year Three of the items of terminal landscape maintenance and irrigation services for each map listed. Each Bidder shall multiply the unit price by the estimated frequency per year and enter the product of such calculation, without further adjustment or modification, in the "Extension" column at the right-hand side of the page. The extensions for each line item should then be added together and the sum entered in the space provided at the bottom of each page titled "Total This Page". The total sum from each page BF-18 through BF-31 shall then be entered in this appropriate space on page BF-32.
- 2.7 Each Bidder shall provide in the appropriate space on Pages BF-19, BF-24, and BF-29 its Labor Rate for "Additional Works" for Year One, Year Two, and Year Three by the estimated hours per year and enter the product of such calculation, without further adjustment or modification, in the "Extension" column at the right-hand side of the page. The Authority's estimated cost for irrigation parts for 8" lines and above in diameter is listed at a estimated annual lump sum of \$5,000.00 and Stump Grinding unit price for Year One, Year Two, and Year Three. The extensions for each line item should then be added together and the sum entered in the appropriate space at the bottom of each page.
- 2.8 Each Bidder shall provide on Pages BF-20, BF-21, BF-25, BF-26, BF-30, and BF-31 its unit price for each variety of remove and replace plant material listed. Bidder shall multiply the unit price by the estimated quantity and enter the product of such calculation, without further adjustment or modification in the "Extension" column at the right-hand side of the page. The extension for each line item should then be added together and the sum entered in the appropriate space at the bottom of the page and on Pages BF-20, BF-21, BF-25, BF-26, BF-30, and BF-31, as applicable.
- 2.9 Each Bidder shall then add on Page BF-32 its total prices for each page and enter the sum on the appropriate space marked "Total Three (3) Year Bid Price" on Pages BF-32 and on Page BF-3.
- 2.10 Any Bid which fails to include all of the prices as requested on Page BF-18 through Page BF-32 may be deemed non-responsive to the Invitation.
- 2.11 The Bidder to whom the "Notice of Intent to Award" is given shall provide to the Authority within three (3) days after receiving the Notice of Intent to Award a transition plan, and the name, qualifications/licenses, and current resume of its:

On-Site Supervisor/Manager (Specification, Section 1.4.6 and 1.4.7, Page S-3 and S-4)
Lead Irrigation Technicians (Specification, Section 1.4.8, Page S-4)
Certified Pesticide Operator (Specification, Section 1.4.9 Page S-4)
Arborist (Specification, Section 1.4.10, Pages S-4)

If any of these individuals are deemed unacceptable to the Authority, the Bidder shall submit to the Authority the names and qualifications of acceptable individuals within thirty (30) days of receipt of notice from the Authority.

3. RECEIPT AND OPENING OF BIDS:

Bids will be received, opened and read at the time and place specified in the Invitation for Bids. Bidders or their authorized agents are invited to be present. Bids received after the time and date specified will not be considered, and will be returned unopened.

INSTRUCTIONS TO BIDDERS (Continued)

4. EXAMINATION OF BID/CONTRACT DOCUMENTS:

All prospective Bidders shall thoroughly examine and become familiar with the bid package and carefully note the items which must be submitted with the Bid, such as:

- 4.1 a Bid Guaranty in the form of a Cashier's Check, Teller's Check or Bid Bond;
- 4.2 a list of Contract References;
- 4.3 an Equal Opportunity Report Statement;
- 4.4 a Certificate of Non-Segregated Facilities;
- 4.5 any other information specifically called for in these Bid Documents.

(These Instructions to Bidders, the Invitation for Bids, the Bid Forms, the Contract, the General Conditions, and the Specifications are referred to hereinafter as the "Bid Documents" or the "Contract Documents.") Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. ADDENDA-CHANGES WHILE BIDDING:

Other than during the Pre-Bid Conference, the Authority shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Bid Documents. Requests for interpretation, clarification or correction of Bid Documents, forms or other material in this Bid Package should be made in writing and delivered to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338, or by facsimile to (407) 825-4020 at least five (5) business days before the date and time announced for the Bid opening. Any response by Authority to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Bid packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing, or if registered with AirportLink, by visiting their web site at <http://AirportLink.perfect.com>. Authority reserves the right to issue Addenda at any time up to the date and time set for Bid opening. In case any Bidder fails to acknowledge receipt of any such Addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a Bid will constitute a Bidder's acknowledgement of the receipt of the Bid Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on Authority. Prospective Bidders are warned that any other source by which a Bidder receives information concerning, explaining or interpreting the Bid Documents shall not bind the Authority.

6. PREPARATION OF BIDS:

- 6.1 Bids shall be submitted only on reproduced copies of the attached Bid Forms including any revised or additional Bid Forms supplied by Addenda. If an award is made, the completed Bid Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the Authority and the successful Bidder. All blank spaces in the Bid Forms should be filled in legibly and correctly in ink or typewritten.

INSTRUCTIONS TO BIDDERS (Continued)

- 6.2 All Bids shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Bid and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the Authority should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Bid Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Bid its Articles of Organization or other evidence satisfactory to Authority, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Bid is authorized to bind the LLC.
- 6.3 If the Bidder is a partnership or sole proprietorship, the Authority, reserves the right to require the Bidder to submit to the Authority at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.
- 6.4 If the Bidder is a corporation or other state-chartered business entity, the Authority reserves the right to require the Bidder to submit to the Authority at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Bid should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity has applied to the Secretary of State, State of Florida, for authority to do business in the State of Florida. If the Bidder elects to use a fictitious name in its Bid, a copy of the Bidder's fictitious name registration should be provided to Authority.

7. BID GUARANTY:

- 7.1 Each Bid shall be accompanied by a Bid Guaranty, in the form of a Cashier's Check or Teller's Check made payable to the "Greater Orlando Aviation Authority", or a Bid Bond prepared on the form contained in the Bid Documents, or another form substantially the same as such form and acceptable to Authority, duly executed by the Bidder as principal and an insurer authorized to issue surety bonds in the State of Florida and satisfactory to the Authority. A Bid Guaranty shall not be accepted if the instrument or the surety's obligation expires prior to ninety (90) days after the date of the Bid opening. The Bid Guaranty so furnished shall be in the amount of **Seventy-Five Thousand Dollars (\$75,000.00) (U.S.)**. Such Cashier's Check, Teller's Check, or Bid Bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw its Bid for a period of ninety (90) days after the scheduled closing time for the receipt of Bids, and that if its Bid is accepted, Bidder will enter into the Contract with the Authority in the form contained in the Bid Documents, and will provide:
- 7.1.1 a valid business or occupational license;
- 7.1.2 a Performance Bond or Letter of Credit, as well as a Payment bond if applicable, on the forms contained in the Contract Documents; and
- 7.1.3 any other documents or information required by the provisions of the Contract Documents.

INSTRUCTIONS TO BIDDERS (Continued)

- 7.2 **If a Bidder or surety places a condition in or with its Bid Bond that requires the Authority to accept a modification to the Authority's form of Payment Bond, Performance Bond, or Letter of Credit, the Bid Bond so submitted shall be deemed irregular and may be grounds for the Bidder's disqualification.**
- 7.3 In the event of withdrawal of said Bid within ninety (90) days following the opening of Bids, or Bidder's failure to enter into said Contract with Authority or failure to provide Authority with the bonds or other requirements of the Contract Documents or the Invitation for Bids within ten (10) business days after issuance of Notice of Intent to Award by Authority, then such Bidder shall be liable to Authority in the full amount of the check or Bid Bond and Authority shall be entitled to retain the full amount of the check or to demand from the Surety the Penal Sum of the Bid Bond as liquidated damages and not as a penalty.
- 7.4 The checks of all except the three (3) lowest, responsible and responsive Bidders will be returned within thirty (30) days after the opening of Bids, and the remaining checks will be returned within three (3) days after the Authority and the successful Bidder have executed the Contract for the work. Cash will not be accepted as Bid Guaranty.
- 7.5 Surety companies executing Bonds must meet the requirements set forth in Section 6.7 of the General Conditions.
8. **DELIVERY OF BIDS:**
- 8.1 All Bids shall be submitted in a sealed envelope bearing on the outside the name of the Bidder, address, and the notation Purchasing Bid 03-17, Landside Terminal Landscape Maintenance and Irrigation Services, at Orlando International Airport. Five (5) additional copies of the Bid should also be provided to the Authority in the sealed envelope with the original Bid clearly marked "Original." Additionally, an exact electronic copy of the Bid should be included with the Original Bid on an individual electronic USB Flash Drive. Each Bid shall consist of an executed copy of the Bid Form (Pages BF-1 through BF-33), along with all other documents or information required to be submitted pursuant to the terms of the Bid Documents (together, the "Bid"). The documents comprising the Bid must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- 8.2 All Bids shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Bids received after the time and date specified in the Invitation for Bids (or any Addenda thereto) for the opening of the Bids will not be considered, but will be returned unopened.
- 8.3 Each Bidder's response to the Invitation for Bids shall be at the sole cost and expense of the Bidder and such Bidder shall have no claim against the Authority for costs, damages, loss of profits, or to recover such costs, damages, or expenses, in the event the Authority exercises its right to reject any or all Bids or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Bid shall constitute authorization for the Authority and its representatives and agents to make such copies of the Bid or portions thereof and to distribute such copies as may be necessary or desirable to carry out the Authority's objectives or requirements.

9. **COMMUNICATIONS DURING BID PROCESS:**

In accordance with the below-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Authority selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated

INSTRUCTIONS TO BIDDERS (Continued)

by a Bidder or through a lobbyist, agent or third person, to any Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made. An appropriate official or employee of the Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of these policies (Sections 180.01 and 180.03) are available upon request from the Director of Board Services.

10. WITHDRAWAL OF BIDS:

No Bid may be withdrawn after it is submitted unless the Bidder makes a request by letter or telegram and such request is received prior to the time set for opening of Bids. No Bid may be withdrawn after the scheduled Bid opening time for a period of ninety (90) days.

11. DISQUALIFICATION OF BIDDERS:

11.1 Any of the following causes may be considered as sufficient for the Authority's disqualification of a Bidder and the rejection of its Bid:

11.1.1 Submission of more than one Bid for the same work, or participation in more than one Bid for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

11.1.2 Evidence of collusion between or among Bidders;

11.1.3 Evidence, in the opinion of the Authority, of Bidder(s) attempting to manipulate the Bid pricing for its own benefit (e.g. pricing resulting in a failure of the Authority's ability to enforce the Contract or impose the remedies intended following breach by Contractor);

11.1.4 Being in arrears on any of its existing contracts with the Authority or in litigation with the Authority or having defaulted on, or being in or having previously been in litigation with the Authority with respect to, a previous contract with the Authority;

11.1.5 Poor, defective or otherwise unsatisfactory performance of work for Authority or any other party on prior projects which, in the Authority's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or

11.1.6 Any other cause which, in the Authority's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Bid.

11.2 The Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Bidder and/or any attempt to influence an Authority Board member or

INSTRUCTIONS TO BIDDERS (Continued)

employee to violate the policy is sufficient cause for the denial of the right of the Bidder to bid on any contract or sell any materials, supplies, equipment, or services to the Authority for a period of time that is determined by the Executive Director. A copy of this policy is available upon request from the Director of Board Services.

12. REJECTION OF IRREGULAR BIDS:

A Bid will be considered irregular and may be rejected by the Authority if it (i) is improperly executed, (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate Bids, (iii) fails to include the proper Bid Guaranty (if required), Contract references, other certificates, affidavits, statements, or any other information required to be included with Bids, including, but not limited to, the Bidder's prices, or (iv) contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all Bids are rejected by the Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Bids to the responsible and responsive Bidder submitting the low Bid. In the event of tie Bids, the Authority reserves the right to determine the successful Bidder by the method approved by the Authority in its Policies and Procedures. Bidders involved will be given notice of the time and place the determination is made. For all procurements, the Authority reserves the right to reject any or all bids and to cancel the procurement or to solicit new bids.

14. RESPONSIBILITY OF BIDDERS:

14.1 To aid it in determining a Bidder's responsibility, Authority reserves the right (a) to request, at the Authority's exclusive discretion and at any time, that Bidder submit such evidence, including additional references, of Bidder's qualifications as Authority may deem necessary, and (b) to consider any evidence available to the Authority of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the Authority and others. Satisfaction of the minimum responsibility criteria below does not mean that the Bidder necessarily will be found by the Authority to be responsible. The Authority shall be the final authority in the determination of a Bidder's responsibility and the award of a Contract to a Bidder.

14.2 All Bidders shall furnish the Authority with the company name, address, contact person, and telephone number and email address of those entities Bidder is relying on to satisfy the minimum responsibility criteria in Section 14.3 below, and of any other entities that Bidder believes would be helpful in establishing Bidder's responsibility. The information should be submitted on Page BF-9 at or before the time the Bid is due, with the knowledge that the Authority will use the data for reference purposes.

14.3 For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence:

14.3.1 **through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that is currently engaged in the business of providing commercial landscape maintenance and irrigation services;**

14.3.2 **through references, that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has been actively engaged in such business for at least the three (3) years immediately preceding the date of Bidder's response to this Invitation for Bids;**

INSTRUCTIONS TO BIDDERS (Continued)

- 14.3.3 The Bidder must through references, that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has satisfactorily provided commercial landscape maintenance and irrigation services for at least three (3) entities during such three (3) year period; and
- 14.3.4 The Bidder must through references, that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has at one time during the past three (3) years performed in an area of at least 25 acres the following types of commercial landscape maintenance and irrigation services for commercial customers (which services need not have been all performed under the same contract): (a) mowing (b) edging and trimming; (c) weeding; (d) pruning; (e) disease and insect control; (f) palm weevil treatments; (g) fertilization; (h) provide/install annuals; (i) trash and debris removal; (j) provide/placement of mulch/pine straw; and (k) irrigation maintenance.
- 14.4 The Authority may, in certain special circumstances and based on information provided to or learned by the Authority pursuant to Section 14.1 above, determine that a Bidder is responsible despite such Bidder's failure to satisfy all requirements of the minimum responsibility criteria above.
15. GUARANTY OF FAITHFUL PERFORMANCE:
- 15.1 The successful Bidder ("Contractor") will be required to provide and keep in force throughout the term of the Contract a Performance Bond, as provided in Section 6 of the General Conditions, with a surety which meets the requirements set forth in Section 6.7 of the General Conditions, and in the form contained in these Bid Documents.
- 15.2 In lieu of any Performance Bond required by the terms of the Bid Documents, the Contractor may provide at its option (and subject to certain additional requirements), an irrevocable standby letter of credit ("Letter of Credit") as provided in Section 6 of the General Conditions issued by a bank which meets the requirements set forth in Section 6.10 of the General Conditions, and in the form contained in these Bid Documents.
- 15.3 Except as provided in Section 6.4 of the General Conditions, the Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit contained in these Bid Documents, which must be properly executed and submitted by the Contractor.
16. POWER OF ATTORNEY AND COUNTERSIGNATURE:
- Attorneys-in-fact who sign Bid, Payment or Performance Bonds must file with such Bond a certified copy of their Power of Attorney to sign such Bond. The Bond should be countersigned by a Florida licensed agent of the Surety, with proof of agency attached.

INSTRUCTIONS TO BIDDERS (Continued)

17. EXECUTION OF CONTRACT:

- 17.1 The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days after the date of the Notice of Intent to Award, execute and/or deliver the following to the Authority: the Contract, Certificate of Insurance, Performance Bond or Letter of Credit (if required), a copy of the Bidder's valid business or occupational license, a copy of Bidder's W-9 Form (Request for Taxpayer Identification Number and Certification), the Awarded Bidder's Contact Information, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Bidder, and delivered to Authority, before the Contract will be executed by the Authority.
- 17.2 Not applicable.
- 17.3 A Bidder's failure to timely fulfill its obligations under this Section 17 shall be just cause for the Authority's withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Bids may be rejected by the Authority and the Contract re-advertised. In such event, the Authority shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this Section. A Bidder's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Bid (see Section 10 of the Instructions to Bidders).
- 17.4 The Contract shall not be binding upon the Authority until it has been executed by the Authority and a copy of such fully executed Contract is delivered to the Contractor. The Authority reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the Authority and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has received from the Authority a final, fully executed copy of the Contract.

18. FLORIDA SALES TAX:

The Authority is a governmental agency and a political subdivision under Florida law. Purchases by Authority under this Contract are exempt from Florida sales tax: Authority's tax exempt number is 85-8012668935C-5. No purchase made by any entity is qualified to be exempt other than those made directly by the Authority. The Authority's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the Authority shall have no liability for such taxes.

19. SUBCONTRACTS:

- 19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 8 of the General Conditions.
- 19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority.
- 19.3 The Contractor shall be fully responsible to the Authority for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to Authority for acts and omissions of persons directly employed by it.

INSTRUCTIONS TO BIDDERS (Continued)

20. FAMILIARITY WITH LAWS:

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the Authority's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability.

21. AIRPORT SECURITY:

The successful Bidder will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

22. EQUAL OPPORTUNITY REPORT STATEMENT:

Not applicable.

23. NON-SEGREGATED FACILITY CERTIFICATE:

Each Bidder shall complete and sign the Non-Segregated Facilities Certificate on Page BF-11. A Bid may be considered irregular, in the Authority's sole discretion, if the Bidder fails to provide the fully executed statement, or fails to furnish the required data. Prior to execution of the Contract by the Authority, a fully executed statement must be provided or the Bid may be rejected and the Authority will be entitled to exercise its rights under the provisions of Section 17.3 above, Execution of Contract.

24. PUBLIC ENTITY CRIMES LAW:

The following notice applies to all Bidders: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

25. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION PROGRAM:

25.1 To encourage development and growth of MWBEs, the Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program, which is available from the Authority upon request, in response to the joint disparity study conducted by the Authority.

25.2 It is the policy of the Authority that MWBEs shall have the maximum opportunity to participate in the purchase of goods and services, and the Authority has established the MWBE Participation Program to implement this policy. This participation can take the form of purchasing contracts, subcontracts, joint ventures or similar arrangements. **The Bid will be considered non-responsive to the Invitation for Bids and rejected if the Bidder fails to demonstrate, to the reasonable satisfaction of the Authority, as required by the MWBE policy, that the Bidder has met or has made a good faith effort to meet the established MWBE goal.**

INSTRUCTIONS TO BIDDERS (Continued)

- 25.3 For this Contract, the Authority has established a MWBE Participation Goal of 20%, which means that 20% of the total Contract expenditures by the Authority should be used to purchase goods or services under the Contract from MWBEs. All Bidders, including a Bidder which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs other than the Bidder, participate in the performance of the Contract services at a sufficient level to meet the participation goal.
- 25.4 Bidders are required to submit, with their Bids, the Letter of Intent/Affirmation information by completing the form on Page BF-13 for each MWBE Firm. The Bidder may make duplicates of this form as needed. Both the MWBEs and the Bidder are required to affirm the information provided by signing the form prior to submittal. After the Bids are opened, but prior to award, the Authority may request, receive, and review additional information from Bidders in order to verify the accuracy of the level of information presented by Bidders with their Bids and the good faith effort of Bidders to reach the MWBE goal.
- 25.5 After the Bids are opened and prior to an award of the Contract, the Authority may request, receive and consider omitted and supplemental information from the Bidders as to the certification of Bidders, if applicable, and of any Bid subcontractor, supplier or joint venturer in order to determine MWBE status.
- 25.6 The successful Bidder shall enter into contract(s) with the MWBE(s) identified in the Bidder's Bid documents which the Authority relied upon in awarding this Contract, subject only to the Authority's right to approve all subcontractors. The contractual arrangements with the MWBE(s) shall incorporate such reasonable terms as are required to complete the work described therein while furthering the Authority's MWBE policy.
- 25.7 A Bidder shall not breach any of its obligations with the MWBE(s). In the event Bidder desires to terminate or replace a MWBE, Bidder shall promptly notify the Authority of the impending termination, the reason for the termination and obtain the Authority's approval prior to proceeding with the termination. Following the termination Bidder shall replace the terminated MWBE with another MWBE. If the Bidder is unable to utilize another MWBE for performance of that portion of this Contract, the Bidder shall provide the Authority with documentation, in a form satisfactory to the Authority, showing that it is not possible to replace the terminated MWBE with another MWBE. The MWBE percentage for participation must not decrease below the percentage proposed during the term of the Contract.
- 25.8 The successful Bidder shall submit to the Authority a Disbursement Form (sample on Page BF-15) with each invoice submitted for payment, indicating the amount of money spent with each MWBE(s) since the previous invoice.
- 25.9 Failure to carry out the requirements set forth herein or the commitments made by the Bidder (e.g. to contract with or make a good faith effort to contract with and use MWBEs, to pay MWBEs at least 20% (or such other acceptable good faith effort amount) of the total Contract price on an ongoing basis, etc.) shall constitute a breach by the Bidder of this Contract and may result in termination of the Contract by the Authority or such other remedy as the Authority deems appropriate.

INSTRUCTIONS TO BIDDERS (Continued)

25.10 A list of currently certified MWBEs may be obtained via the internet at www.orlandoairports.net/small_business, or from the Authority's Office of Small Business Development by calling (407) 825-7132. The Authority will provide this information as a convenience only, and Bidders shall be solely responsible for ensuring all MWBEs are capable of performing. Certification of eligibility as an MWBE should be completed prior to submission of a Bid. During the Bid process, Bidders may contact the Office of Small Business Development for any questions or information concerning the MWBE Participation Program.

25.11 Compliance with the MWBE policy of the Authority does not relieve Bidders of the equal employment opportunity obligations under state and Federal laws and regulations.

26. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION PROGRAM:

26.1 The Authority has adopted a Local Developing Business ("LDB") Policy, effective January 1, 1999. The policy requires Bidders to ensure that LDB firms have an opportunity to participate in all contracts.

26.2 It is the policy of the Authority that LDBs shall have the maximum opportunity to participate in the purchase of goods and services, and the Authority has established the LDB Participation Program to implement this policy. This participation can take the form of purchasing contracts, subcontracts, joint ventures or similar arrangements. **The Bid will be considered non-responsive to the Request for Bids and rejected if the Bidder fails to demonstrate, to the reasonable satisfaction of the Authority, as required by the LDB policy, that the Bidder has met or has made a good faith effort to meet the established LDB goal.**

26.3 For this Contract, the Authority has established a LDB Participation Goal of 10%, which means that 10% of the total Contract expenditures by the Authority should be used to purchase goods or services under the Contract from LDBs. All Bidders, including a Bidder which is an LDB, shall comply with the LDB requirements outlined in this Section by having LDBs other than the Bidder, participate in the performance of the Contract services at a sufficient level to meet the participation goal.

26.4 Bidders are required to submit, with their Bids, the Letter of Intent/Affirmation information by completing the form on Page BF-14 for each LDB Firm. The Bidder may make duplicates of this form as needed. Both the LDBs and the Bidder are required to affirm the information provided by signing the form prior to submittal. After the Bids are opened, but prior to award, the Authority may request, receive, and review additional information from Bidders in order to verify the accuracy of the level of information presented by Bidders with their Bids and the good faith effort of Bidders to reach the LDB goal.

26.5 After the Bids are opened and prior to an award of the Contract, the Authority may request, receive and consider omitted and supplemental information from the Bidders as to the certification of Bidders, if applicable, and of any Bid subcontractor, supplier or joint venturer in order to determine LDB status.

26.6 The successful Bidder shall enter into contract(s) with the LDB(s) identified in the Bidder's Bid documents which the Authority relied upon in awarding this Contract, subject only to the Authority's right to approve all subcontractors. The contractual arrangements with the LDB(s) shall incorporate such reasonable terms as required to complete the work described therein while furthering the Authority's LDB policy.

INSTRUCTIONS TO BIDDERS (Continued)

- 26.7 A Bidder shall not breach any of its obligations with the LDB(s). In the event Bidder desires to terminate or replace an LDB, Bidder shall promptly notify the Authority of the impending termination, the reason for the termination and obtain the Authority's approval prior to proceeding with the termination. Following the termination, Bidder shall replace the terminated LDB with another LDB. If the Bidder is unable to utilize another LDB for performance of that portion of this Contract, the Bidder shall provide the Authority with documentation, in a form satisfactory to the Authority, showing that it is not possible to replace the terminated LDB with another LDB. The LDB percentage for participation must not decrease below the percentage proposed during the term of the contract.
- 26.8 The successful Bidder shall submit to the Authority a Disbursement Form (sample on Page BF-16) with each invoice submitted for payment, indicating the amount of money spent with each LDB(s) since the previous invoice.
- 26.9 Failure to carry out the requirements set forth herein or the commitments made by the Bidder (e.g. to contract with or make a good faith effort to contract with and use LDBs, to pay LDBs at least 10% (or such other acceptable good faith effort amount) of the total Contract price on an ongoing basis, etc.) shall constitute a breach by the Bidder of this Contract and may result in the termination of the Contract by the Authority or such other remedy as the Authority deems appropriate.
- 26.10 A list of currently certified LDBs may be obtained via the internet at www.orlandoairports.net/small_business, or from the Authority's Office of Small Business Development by calling (407) 825-7132. The Authority will provide this information as a convenience only, and Bidders shall be solely responsible for ensuring all LDBs are capable of performing. Certification of eligibility as an LDB should be obtained prior to submission of a Bid. During the Bid process, Bidders may contact the Office of Small Business Development for any questions or information concerning the LDB Participation Program.
- 26.11 Compliance with the LDB policy of the Authority does not relieve Bidders of the equal employment opportunity obligations under state and Federal laws and regulations.
27. GOOD FAITH EFFORT FOR MWBE AND LDB PARTICIPATION PROGRAM:
- 27.1 If the Bidder fails to meet the MWBE/LDB Participation Goals, the Authority will require Bidder to submit evidence of good faith efforts within two (2) business days of request; such evidence may include, but is not limited to the following:
- 27.1.1 Indicating the name and title of the person responsible for the Bidder's good faith efforts to reach the participation goal;
 - 27.1.2 Provide evidence of attendance at Pre-Bid Conference meeting, if any, scheduled by the Authority to inform MWBE/LDB firms of subcontracting opportunities under a given Contract;
 - 27.1.3 Provide a list of MWBE/LDB firms contacted;
 - 27.1.4 Provide copies of written correspondence to MWBE/LDB firms that their bid is being solicited, as well as certified return receipts to prove receipt or the reason for non-delivery;
 - 27.1.5 Provide evidence of information provided to the MWBE/LDB firms about the specific work the Contractor intends to subcontract;

INSTRUCTIONS TO BIDDERS (Continued)

- 27.1.6 Provide evidence of information provided to MWBE/LDB firms on bonding and insurance requirements;
 - 27.1.7 Provide copies of advertisements in general circulation media, trade association publications, and minority focus media advertising for MWBE/LDB firms interested in subcontracting;
 - 27.1.8 Provide evidence that Bidder provided interested MWBE/LDB firms with assistance in reviewing the contract plans, specifications, and the terms and conditions of the general contract, subcontract and addenda;
 - 27.1.9 Providing evidence that the Bidder provided MWBE/LDB firms prompt notice of addenda affecting specific trade Contractors;
 - 27.1.10 Provide evidence that Bidder made follow-up inquiries after initial solicitations of interest from MWBE/LDB firms. Bidder shall maintain documentation of the date, time and name of individuals contacted. A telephone log is acceptable documentation of this activity;
 - 27.1.11 Provide a list of quotes submitted by MWBE/LDB firms;
 - 27.1.12 Provide documentation as to why MWBE/LDB firms were not utilized;
 - 27.1.13 In those instances where a majority subcontractor is selected for a scope of work for which MWBE/LDB bids were submitted, the Bidder shall submit records of all quotations received from MWBE/LDB firms and from the selected majority subcontractor, and provide an explanation of the reasons why the MWBE/LDB firms will not be used during the course of the Contract. Receipt of a lower price quotation from a non MWBE/LDB firm prior to or at the time of Bid Opening will not in itself excuse a Bidder's failure to meet participation goals. It is incumbent upon the Bidder to demonstrate that MWBE/LDB firms were not rejected as unqualified without a thorough and documented investigation of their capabilities and capacity.
- 27.2 Additional information on meeting good faith efforts can be found by going to www.orlandoairports.net/small business, or from the Authority's Office of Small Business Development by calling 407-825-7132 or 407-825-7134.

28. INSURANCE:

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance such as the form on Page C-11. The Certificate of Insurance shall evidence the insurance coverages required by the Authority pursuant to Section 5.7 of the General Conditions and shall be filed with Authority within ten (10) business days of the date of the Notice of Intent to Award. The Contractor shall provide the Authority with at least thirty (30) days prior written notice of any cancellation or modification or the limits thereunder decreased in Contractor's required insurance coverage.

29. BID ERRORS:

In the case of a Bidder's error in the extension or addition of Bid prices, the unit prices will govern. Bids having erasures or corrections should be initialed in ink.

INSTRUCTIONS TO BIDDERS (Continued)

30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Bid or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

31. PERFORMANCE STANDARD:

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions (Pages GC-1 to GC-20) and Specifications (Pages S-1 to S-26). The successful Bidder's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to Authority's other remedies, in the Authority's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of Section 9 of the General Conditions.

32. NO BIDS:

In the event a potential Bidder elects not to submit a Bid, such potential Bidder should respond by completing and returning the "No Response to Invitation for Bids" form, Page BF-12, advising Authority of the reason for not submitting a Bid.

33. EVALUATION CRITERIA OF BID:

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid. The responsible and responsive Bidder submitting a Bid having the lowest "Total Three (3) Year Bid Price" on Page BF-3 shall be deemed to have submitted the low Bid. Bid tabulations shall be presented to the Authority's Concessions/Procurement Committee, to the Greater Orlando Aviation Authority Board or its designee, or to the Authority's Executive Director as may be applicable. All parties desiring information regarding the award of the Contract may visit AirportLink's website at <http://AirportLink.perfect.com>.

34. PUBLIC RECORDS/PUBLIC MEETINGS:

Please be aware that all meetings of the Authority's Board are duly noticed public meetings and all documents submitted to the Authority as a part of or in connection with a Bid will constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein. The provisions of Section 14 of the General Conditions shall apply to all Bidders. In the event that a Bidder desires to address the Authority's Board, please note that the Board has adopted "Guidelines for Presentations Before the Greater Orlando Aviation Authority," which are available upon request from the Director of Board Services.

***** END OF INSTRUCTIONS TO BIDDERS *****

BID FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 03-17
LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

Greater Orlando Aviation Authority
Purchasing Office
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

Original Bid

Submitted by: Carol King Landscape Maintenance, Inc.
Name of Bidder

Address: 7032 Old Cheney Hwy.
Orlando, FL 32807

Federal Employer I.D. No. 59-1755597

Business Telephone No. 407-275-6200

Business Fax No. 407-273-4348

After Business Hours
Telephone No. 321-303-9559

E-Mail Address bruce@carolkingscapes.com

By: 
Signature

Bruce Bachand, Vice President
Name and Title (Typed or Printed)

Date: May 11, 2016

The undersigned, as Bidder, hereby declares that this Bid is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the Greater Orlando Aviation Authority ("Authority") that: (i) except as may be disclosed in writing to Authority with its Bid, no officer, employee or agent of the Authority has any interest, either directly or indirectly, in the business of the Bidder, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of Authority in connection with the submission of this Bid or the Authority's evaluation or consideration thereof.

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place(s) where the work is to be done; that it has examined the Contract Documents and has read all Addenda furnished by the Authority prior to the opening of the Bids, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Bid is accepted, to enter into the written Contract with the Authority in the form of Contract attached (properly completed in accordance with said Bid Documents), to furnish all labor, supervision, materials, supplies, tools, equipment, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landside terminal landscape maintenance and irrigation services in accordance with the Specification covered by this Bid and the Contract Documents for Purchasing Bid, 03-17, Landside Terminal Landscape Maintenance and Irrigation Services, at Orlando International Airport, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said Contract provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the Contract (or such earlier time as may be stated elsewhere in these Bid Documents), the Bid award may be offered by the Authority to the next ranked Bidder, or the Authority may re-advertise for Bids, and in either case the Authority shall have the right to recover from the Bidder the Authority's costs and damages including, without limitation, attorney's fees, **to the same extent that Authority could recover its costs and expenses from the Bidder under Section 10 of the Instructions to Bidders if the Bidder withdrew or attempted to withdraw its Bid.**

The Bidder further agrees, if it fails to complete the work according to the Specifications within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price payable to the Bidder.

Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Contract Documents:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>
<u>1</u>	<u>4/25/16</u>	<u>4</u>	<u>5/5/16</u>	<u> </u>	<u> </u>
<u>2</u>	<u>5/3/16</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>3</u>	<u>5/4/16</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

It will be the responsibility of the Bidder to contact AirportLink at (866) 889-8533 or by visiting AirportLink's web site at <http://AirportLink.perfect.com> or by visiting the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing prior to submitting a Bid to ascertain Addenda, if any, that may have been issued, to obtain all such Addenda and return such Addenda (or portions of Addenda as may be applicable) with the Bid. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink.

The Bidder agrees to provide all labor, supervision, materials, supplies, tools, equipment, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landside terminal landscape maintenance and irrigation services described in the Contract Documents, including, but not limited to, the cost of bonds and the specified insurance coverage for the following:

LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

TOTAL THREE (3) YEAR BID PRICE:

Four million, one hundred eighty seven thousand, two hundred fifty five dollars and fifty cents \$ 4,187,255.50

(Print Dollar Amount)

Note: The figure shown above should match the figure shown on Page BF-32 as the "Total Three (3) Year Bid Price."

(If Bidder is a **Sole Proprietorship** sign on the line below)

Company Name (if any)

Company Owner's (Bidder's) Signature (SEAL)

Company Owner's Name Printed or Typed

(If Bidder is a **Partnership**, fill in name of the partnership, followed below by the signature of the general partner signing.)

Partnership Name (SEAL)

BY: _____ (SEAL)
General Partner's Signature

General Partner's Name Printed or Typed

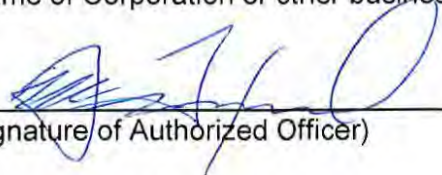
The following information may be provided by a Bidder with this Bid, but must be provided to the Authority at any time upon the request of the Authority: The name and business address of all principals and partners if a partnership (if a limited partnership, information for general partner only, along with the name of the limited partnership's home state).

Bidders are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)2., *Florida Statutes*, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the thirty (30) day period following the bid opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once bids are opened, they may not be revoked, even during such thirty (30) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Bidders must sign in the proper capacity on either Page BF-4 or BF-5 as applicable.

(If Bidder is a **Corporation** or **Other State-Chartered Business Entity**, fill in the name of the corporation or entity, followed by the signature of the authorized officer or agent signing, followed by his title.)

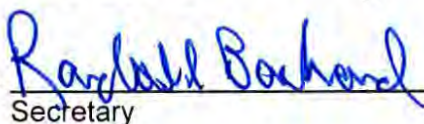
Carol King Landscape Maintenance, Inc.
(Name of Corporation or other business entity)

BY: 
(Signature of Authorized Officer)

(Affix Corporate Seal)

Its: Vice President
(Title)

Bruce Bachand
Officer's Name Printed or Typed

ATTEST:  Randall Bachand
Secretary

The Bidder is a corporation or other state-chartered business entity organized under the laws of the State of Florida, and authorized by law to make this Bid and perform all work and furnish materials and equipment required under the Contract Documents. If Bidder is a foreign corporation or other business entity, the corporation or entity ___ is (or) ___ is not, registered with the Secretary of State of the State of Florida. Foreign corporations or other foreign state-chartered business entities must have a Florida registered agent and must provide a copy of their Florida registration or application as a condition to entering into a Contract with the Authority.

The following information may be provided by a Bidder with this Bid, but must be provided to the Authority at any time upon the request of the Authority: the full names and business addresses of each officer, director and holder of 10% or more of the corporation's or entity's outstanding stock, including the corporate office or title of all individuals listed.

Bidders are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, Florida Statutes, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)2., Florida Statutes, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the thirty (30) day period following the bid opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, Florida Statutes. Once bids are opened, they may not be revoked, even during such thirty (30) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Bidders must sign in the proper capacity on either Page BF-4 or BF-5 as applicable.

Executed in 1 Counterpart

BIDDER: Carol King Landscape Maintenance, Inc.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Carol King Landscape Maintenance, Inc. as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called "Authority", in the penal sum equal to **Seventy-Five Thousand No/100 Dollars (\$75,000.00)** for the payment of which, well and truly to be made we hereby jointly and severally bind ourselves, successors and assigns.

SIGNED THIS 13th DAY OF May, 2016

The condition of the above obligation is such that whereas the Principal has submitted to the Authority a certain Bid, attached hereto and made a part hereof, to enter into a Contract in writing for Purchasing Bid 03-17, Landside Terminal Landscape Maintenance and Irrigation Services, at Orlando International Airport which, together with the Invitation for Bids, Instruction to Bidders, General Conditions, Contract, and Technical Specifications constitute the "Contract Documents."

NOW THEREFORE,

- (a) if said Bid shall be rejected; or
- (b) if ninety (90) days shall expire from the time and date fixed for the opening of Bids before Notice of Intent to Award the Contract is given to Principal; or
- (c) if said Bid shall be accepted and the Principal shall timely execute and deliver a Contract in the Form of Contract included in the Contract Documents (properly completed in accordance with said Bid), and shall timely furnish the insurance certificates, a copy of a valid business or occupational license, and the Performance and/or Payment Bonds in accordance with the requirements of the said Purchasing Bid;

then this obligation shall be void, otherwise the Authority shall be entitled to payment of the full amount of the penal sum of this obligation, as liquidated damages and not as a penalty; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall not, except as otherwise expressly provided below, exceed the penal sum of this obligation as herein stated.

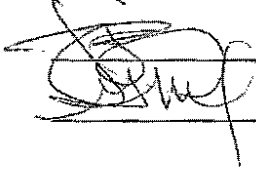
In the event the Surety fails to fulfill its obligations under this Bid Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including without limitation, reasonable attorneys' fees, paralegal and expert witness fees, and the cost of investigation and discovery, for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder or in connection therewith. This paragraph shall survive the termination or cancellation of this Bid Bond. The obligations set forth in this paragraph shall not be limited by the penal sum of this Bond.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Authority may accept such Bid and said Surety does hereby waive notice of any such extension.

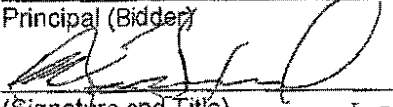
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER: Carol King Landscape Maintenance, Inc.

SIGNED SEALED AND DELIVERED
IN PRESENCE OF:

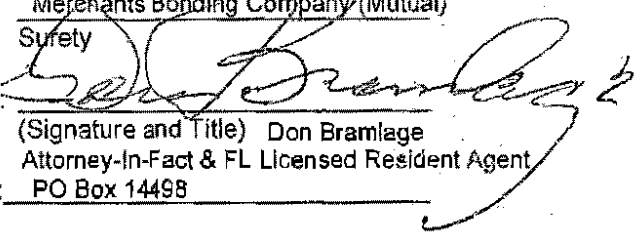


Carol King Landscape Maintenance, Inc.
Principal (Bidder)

BY: 
(Signature and Title)
Bruce Bachard, Vice President

Anita Navarra
D K Davis

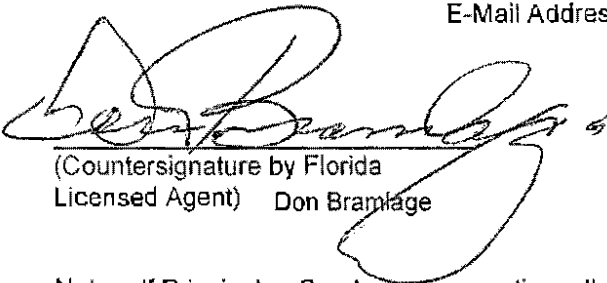
Merchants Bonding Company (Mutual)
Surety

BY: 
(Signature and Title) Don Bramlage
Attorney-In-Fact & FL Licensed Resident Agent
Address: PO Box 14498
Des Moines, IA 50306-3498

Telephone No.: (515) 243-8171

Fax No.: (515) 243-3854

E-Mail Address: don@floridasuretybonds.com


(Countersignature by Florida
Licensed Agent) Don Bramlage

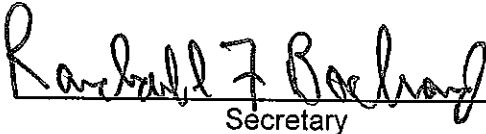
Note: If Principal or Surety are corporations, the respective corporate seals should be affixed.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

IMPORTANT: Surety companies executing Bid Bonds must be authorized to transact insurance business in the State of Florida.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Randall Bachand, certify that I am the Secretary of the Corporation named as Principal in the foregoing Bid bond; that Bruce Bachand who signed the said bond on behalf of the principal was then Vice President of said Corporation and was authorized by the Corporation to sign the bond on its behalf, that I know (his, her) signature and (his, her) signature thereto is genuine, and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.


Secretary

(Corporate Seal)

CONTRACT REFERENCES

List below a company for whom you are presently providing landscape maintenance and irrigation services to and companies you have provided these services to in the past. References should be able to verify services of a type similar to the obligations requested in this Bid (refer to Section 14 of the Instructions to Bidders).

1. COMPANY NAME: DBC-PI Development, Inc.
ADDRESS: 100 W. Lucerne Circle, Suite 100-D
Orlando, FL 32801
CONTACT PERSON: Herb VonKluge
PHONE NO.: 404-351-1717
EMAIL ADDRESS: hvk@brooksville.biz

2. COMPANY NAME: Dr Phillips, Inc.
ADDRESS: 7400 Dr Phillips Blvd.
Orlando, FL 32819
CONTACT PERSON: Konnie Semonski
PHONE NO.: 407-422-6105
EMAIL ADDRESS: ksemonski@drphillips.org

3. COMPANY NAME: Myrtle Creek Improvement District c/o Fishkind & Assoc., Inc.
ADDRESS: 12051 Corporate Boulevard
Orlando, FL 32817
CONTACT PERSON: Joe MacLaren
PHONE NO.: 407-382-3256
EMAIL ADDRESS: joem@fishkind.com

Note: Additional references may be provided at the option of the Bidder.

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CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder shall complete, sign and include in its Bid this Certification of Non-Segregated Facilities. Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit direction or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certifications in its files.

Carol King Landscape Maintenance, Inc.

(Name of Bidder)

By:



Bruce Bachand

(Signature)

Date: May 11, 2016

Title: Vice President

BIDDER: _____

NO RESPONSE

TO

INVITATION FOR BIDS

If your firm is unable to submit a Bid at this time, please provide the information requested in the space provided below and return to:

**GREATER ORLANDO AVIATION AUTHORITY
PURCHASING OFFICE
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338**

We have received Invitation for Bids, Purchasing Bid 03-17, Laneside Terminal Landscape Maintenance and Irrigation Services, for Orlando International Airport, opening at 2:00 p.m., May 13, 2016, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting a Bid is:

Carol King Landscape Maintenance, Inc.
Company Name

By: _____

Its: Bruce Bachand, Vice President
Name & Title, Typed or Printed

LETTER OF INTENT/AFFIRMATION

Minority/Woman Owned Business Enterprise (MWBE)
(This page shall be submitted for each MWBE Firm)

Bidder: Name Carol King Landscape Maintenance, Inc.
 Address 7032 Old Cheney Hwy.
 City Orlando State FL Zip 32807

MWBE Firm: Name P & L Lawn Maintenance Inc.
 Address 300 N. Goldenrod Road
 City Orlando State FL Zip 32807

MWBE Contact Person's Name: Lazaro Comas Phone (407) 273-9123

MWBE Classification (BA=Black Americans, HA=Hispanic Americans, APA=Asian-Pacific Americans, NA=Native Americans, WBE=Women Business Enterprise): HA

MWBE Certification Agency: Orange County, Florida Expiration Date 7/31/2016
Each MWBE Firm shall submit evidence (such as photocopy) of their certification status

Work Items to be Performed by MWBE Firm	Description	Quantity	Total
Mowing, edging, trimming			
Irrigation			
Mulch			

The estimated MWBE Participation is as follows:

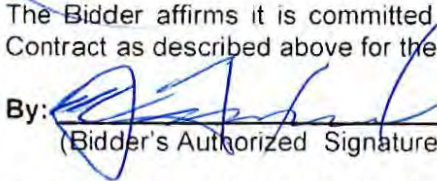
MWBE Contract: \$ 635,446.00 Percent of Total Bid: 45 %

AFFIRMATION:

The above-named MWBE Firm affirms that it will perform the portion of the Contract as describe above for the estimated dollar value as stated.

By:  Lazaro Comas, President 5/11/16
 (MWBE Firm's Authorized Signature) (Title) (Date)

The Bidder affirms it is committed to utilizing the above named LDB Firm for the portion of the Contract as described above for the estimated dollar value as stated

By:  Bruce Bachand, Vice President 5/11/16
 (Bidder's Authorized Signature) (Title) (Date)

In the event the Bidder does not receive award of the prime Contract, any and all representations in this Letter of Intent/Affirmation shall be null and void.

LETTER OF INTENT/AFFIRMATION

**Local Developing Business (LDB)
(This page shall be submitted for each LDB Firm)**

Bidder: Name Carol King Landscape Maintenance, Inc.
 Address 7032 Old Cheney Hwy.
 City Orlando State FL Zip 32807

LDB Firm: Name ColorBurst, Inc.
 Address 2317 Winter Park Road
 City Winter Park State FL Zip 32789

LDB Contact Person's Name: Vivian Turton Phone (407) 628-1825

LDB Certification Agency: Greater Orlando Aviation Authority Expiration Date 5/4/2019

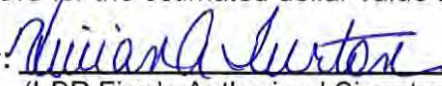
Work Items to be Performed by LDB Firm	Description	Quantity	Total
Annual Flowers	Installation & Maintenance	170,000 plants	170,000 plants

The estimated LDB Participation is as follows:

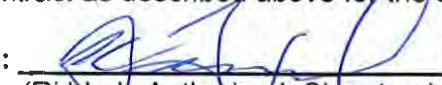
LDB Contract: \$ 153,000.00 Percent of Total Bid: 11 %

AFFIRMATION:

The above-named LDB Firm affirms that it will perform the portion of the Contract as describe above for the estimated dollar value as stated.

By:  Vivian Turton, Owner 5/11/16
 (LDB Firm's Authorized Signature) (Title) (Date)

The Bidder affirms it is committed to utilizing the above named LDB Firm for the portion of the Contract as described above for the estimated dollar value as stated.

By:  Bruce Bachand, Vice President 5/11/16
 (Bidder's Authorized Signature) (Title) (Date)

In the event the Bidder does not receive award of the prime Contract, any and all representations in this Letter of Intent/Affirmation shall be null and void.

MONTH ENDING: _____

GREATER ORLANDO AVIATION AUTHORITY

MWBE DISBURSEMENT FORM

(To Be Submitted with EACH Invoice and Faxed to (407) 825-3004 or E-Mailed to DForms@goaa.org)

CONTRACT: B03-17 Landside Terminal Landscape Maintenance and irrigation Services

(Number and Name)

PAYMENTS		Current Year			Previous Years Totals
		(A)	(B)	(C)	(D)
		Current Payment	Previous Payments	Cumulative Payments	Amount
	Prime Contractor Payment				
	Percent Achieved				
		(Total Col E / Total Col A)	(Total Col F / Total Col B)	(Total Col G / Total Col C)	(Total Col H / Total Col D)

MWBE SUBCONTRACTOR/VENDOR		Current Year			Previous Years Totals
		(E)	(F)	(G)	(H)
		Current Payment	Previous Payments	Cumulative Payments	Amount
TOTALS					

Summary

Original Prime Contract Total:	\$	Original Sub Contract Total:	\$
Amendment(s) Approved:	\$	Amendment(s) Approved:	\$
Revised Prime Contract Total:	\$	Revised Sub Contract Total:	\$

Contract Goal:

Cumulative Goal Achieved:

(Sum of totals G and H / Sum of totals C and D)

Remarks:

MONTH ENDING: _____

GREATER ORLANDO AVIATION AUTHORITY

LDB DISBURSEMENT FORM

(To Be Submitted with EACH Invoice and Faxed to (407) 825-3004 or E-Mailed to DForms@goaa.org)

CONTRACT: B03-17 Landside Terminal Landscape Maintenance and irrigation Services
(Number and Name)

PAYMENTS	Current Year			Previous Years Totals
	(A)	(B)	(C)	(D)
	Current Payment	Previous Payments	Cumulative Payments	Amount
Prime Contractor Payment				
Percent Achieved				
	(Total Col E / Total Col A)	(Total Col F / Total Col B)	(Total Col G / Total Col C)	(Total Col H / Total Col D)

LDB SUBCONTRACTOR/VENDOR	Current Year			Previous Years Totals
	(E)	(F)	(G)	(H)
	Current Payment	Previous Payments	Cumulative Payments	Amount
TOTALS				

Summary

Original Prime Contract Total:	\$	Original Sub Contract Total:	\$
Amendment(s) Approved:	\$	Amendment(s) Approved:	\$
Revised Prime Contract Total:	\$	Revised Sub Contract Total:	\$

Contract Goal:

Cumulative Goal Achieved:

(Sum of totals G and H / Sum of totals C and D)

Remarks:

**BID FORM BID 03-17
LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
PRICE SCHEDULE**

YEAR 1

	<u>Unit Price</u>		<u>Frequency* Per Year</u>		<u>Extension</u>
1. MOWING					
(Spec 3.3)					
Map 1	<u>\$ 2,910.00</u>	(x)	42	(=)	<u>\$ 122,220.00</u>
Map 2	<u>\$ 2,533.00</u>	(x)	42	(=)	<u>\$ 106,386.00</u>
Map 2 (Northfield)	<u>\$ 1,160.00</u>	(x)	24	(=)	<u>\$ 27,840.00</u>
2. EDGING & TRIMMING					
(Spec 3.4)					
Map 1	<u>\$ 440.00</u>	(x)	36	(=)	<u>\$ 15,840.00</u>
Map 2	<u>\$ 1,110.00</u>	(x)	36	(=)	<u>\$ 39,960.00</u>
3. WEEDING					
(Spec 3.5)					
Map 1	<u>\$ 2,377.00</u>	(x)	36	(=)	<u>\$ 85,572.00</u>
Map 2	<u>\$ 2,959.00</u>	(x)	36	(=)	<u>\$ 106,524.00</u>
4. PRUNING					
(Spec 3.6)					
<u>Shrubs & Groundcover</u>					
Map 1	<u>\$ 2,699.00</u>	(x)	6	(=)	<u>\$ 16,194.00</u>
Map 2	<u>\$ 2,916.00</u>	(x)	6	(=)	<u>\$ 17,496.00</u>
<u>Palms</u>					
Map 1	<u>\$ 4,100.00</u>	(x)	2	(=)	<u>\$ 8,200.00</u>
Map 2	<u>\$ 24,880.00</u>	(x)	2	(=)	<u>\$ 49,760.00</u>
Washingtonian Palm	<u>\$ 75.00</u>	(x)	400	(=)	<u>\$ 30,000.00</u>
<u>Trees</u>					
Map 1	<u>\$ 7,500.00</u>	(x)	1	(=)	<u>\$ 7,500.00</u>
Map 2	<u>\$ 20,100.00</u>	(x)	1	(=)	<u>\$ 20,100.00</u>

TOTAL THIS PAGE: \$ 653,592.00
Enter here and on Page BF-33)

	<u>Unit Price</u>		<u>Frequency* Per Year</u>		<u>Extension</u>
5. DISEASE & INSECT CONTROL (Spec 3.8)					
Map 1	<u>\$ 2,710.00</u>	(x)	12	(=)	<u>\$ 32,520.00</u>
Map 2	<u>\$ 3,250.00</u>	(x)	12	(=)	<u>\$ 39,000.00</u>
6. PALM WEEVIL TREATMENTS (Spec 3.8.3)					
Map 1	<u>\$ 1,812.00</u>	(x)	2	(=)	<u>\$ 3,624.00</u>
Map 2	<u>\$ 5,400.00</u>	(x)	2	(=)	<u>\$ 10,800.00</u>
7. FERTILIZATION (Spec 3.7)					
<u>Turf</u>					
Map 1	<u>\$ 8,422.00</u>	(x)	3	(=)	<u>\$ 25,266.00</u>
Map 2	<u>\$ 7,100.00</u>	(x)	3	(=)	<u>\$ 21,300.00</u>
<u>Shrubs & Groundcover</u>					
Map 1	<u>\$ 1,770.00</u>	(x)	3	(=)	<u>\$ 5,310.00</u>
Map 2	<u>\$ 3,412.00</u>	(x)	3	(=)	<u>\$ 10,236.00</u>
<u>Palms</u>					
Map 1	<u>\$ 390.00</u>	(x)	3	(=)	<u>\$ 1,170.00</u>
Map 2	<u>\$ 2,044.00</u>	(x)	3	(=)	<u>\$ 6,132.00</u>
<u>Trees</u>					
Map 1	<u>\$ 2,100.00</u>	(x)	2	(=)	<u>\$ 4,200.00</u>
Map 2	<u>\$ 2,300.00</u>	(x)	2	(=)	<u>\$ 4,600.00</u>
<u>Soil Analysis Reports</u> (Spec 3.7.2)					
	<u>\$ 450.00</u>	(x)	2	(=)	<u>\$ 900.00</u>

TOTAL THIS PAGE: \$ 165,058.00
(Enter here and on Page BF-33)

	<u>Unit Price</u>		<u>Frequency* Per Year</u>		<u>Extension</u>
8. FURNISH / INSTALL / MAINTAIN PER ANNUAL (Spec 2.1)					
Annuals	\$ <u>0.92</u>	(x)	170,000 each	(=)	\$ <u>156,400.00</u>

9. TRASH & DEBRIS REMOVAL (Spec 3.10)					
Trash & Debris Removal	\$ <u>260.00</u>	(x)	261 days	(=)	\$ <u>67,860.00</u>

10. PROVIDE / PLACEMENT OF PINE BARK AND PINE STRAW (Spec 3.9)					
Pine Bark	\$ <u>25.00</u>	(x)	7,000 cu. yards	(=)	\$ <u>175,000.00</u>
Pine Straw	\$ <u>5.00</u>	(x)	2,400 cu. yards	(=)	\$ <u>12,000.00</u>

11. IRRIGATION MAINTENANCE (LABOR AND PARTS) (Spec 3.2)					
<u>8" and below in diameter</u>					
Map 1	\$ <u>4,100.00</u>	(x)	12 months	(=)	\$ <u>49,200.00</u>
Map 2	\$ <u>7,250.00</u>	(x)	12 months	(=)	\$ <u>87,000.00</u>

12. ADDITIONAL WORK (Spec 3.11)					
	<u>Hourly Labor Rate</u>		<u>Estimated Hours*</u>		<u>Extension</u>
Additional Work	\$ <u>30.00</u>	(x)	500	(=)	\$ <u>15,000.00</u>
<u>8" and above in diameter</u>	<u>\$5,000.00</u>	(x)	Estimated Annual Lump Sum*	(=)	<u>\$5,000.00</u>
Estimated - Irrigation Parts					
	<u>Unit Price</u>		<u>Estimated Annual Quantity*</u>		
Stump Grinding	\$ <u>90.00</u>	(x)	10 each	(=)	\$ <u>900.00</u>

TOTAL THIS PAGE: \$ 568,360.00
(Enter here and on Page BF-33)

Type	Size	Unit Price		Estimated Annual Quantity*	Extension
13. REMOVE AND REPLACE PLANT MATERIAL					
(Spec 2.2)					
African Iris	1 gal.	\$ <u>5.50</u>	(x)	10 EACH (=)	\$ <u>55.00</u>
Azalea	3 gal.	\$ <u>11.00</u>	(x)	10 EACH (=)	\$ <u>110.00</u>
Aztec Liripoe	1 gal.	\$ <u>5.50</u>	(x)	10 EACH (=)	\$ <u>55.00</u>
Blue Flag Iris	1 gal.	\$ <u>5.50</u>	(x)	10 EACH (=)	\$ <u>55.00</u>
Bougainvilles	3 gal.	\$ <u>16.00</u>	(x)	10 EACH (=)	\$ <u>160.00</u>
Burfordii Holly	3 gal.	\$ <u>11.00</u>	(x)	10 EACH (=)	\$ <u>110.00</u>
Camelia	3 gal.	\$ <u>20.00</u>	(x)	10 EACH (=)	\$ <u>200.00</u>
Canary Date Palm	8'-10' ft.	\$ <u>1,700.00</u>	(x)	2 EACH (=)	\$ <u>3,400.00</u>
Cast Iron Plant	1 gal.	\$ <u>5.50</u>	(x)	10 EACH (=)	\$ <u>55.00</u>
Confederate Jasmine	3 gal.	\$ <u>11.00</u>	(x)	10 EACH (=)	\$ <u>110.00</u>
Creeping Fig	1 gal.	\$ <u>6.00</u>	(x)	10 EACH (=)	\$ <u>60.00</u>
Crinum Lily	10 gal.	\$ <u>30.00</u>	(x)	10 EACH (=)	\$ <u>300.00</u>
Croton	3 gal.	\$ <u>16.00</u>	(x)	10 EACH (=)	\$ <u>160.00</u>
Day Lily	1 gal.	\$ <u>5.50</u>	(x)	10 EACH (=)	\$ <u>55.00</u>
Downy Jasmine	3 gal.	\$ <u>11.00</u>	(x)	10 EACH (=)	\$ <u>110.00</u>
Fakahatchee	3 gal.	\$ <u>14.00</u>	(x)	10 EACH (=)	\$ <u>140.00</u>
Hibiscus	3 gal.	\$ <u>15.00</u>	(x)	10 EACH (=)	\$ <u>150.00</u>
Indian Hawthorn	3 gal.	\$ <u>11.00</u>	(x)	10 EACH (=)	\$ <u>110.00</u>

TOTAL THIS PAGE: \$ 5,395.00
(Enter here and on Page BF-33)

Type	Size	Unit Price	Estimated Annual Quantity*	Extension
Ixoria	3 gal.	\$ <u>12.00</u>	(x) 10 EACH (=)	\$ <u>120.00</u>
Juniper	3 gal.	\$ <u>11.00</u>	(x) 10 EACH (=)	\$ <u>110.00</u>
Liriope (Evergreen Giant)	1 gal.	\$ <u>5.50</u>	(x) 10 EACH (=)	\$ <u>55.00</u>
Magnolia	100 gal	\$ <u>800.00</u>	(x) 2 EACH (=)	\$ <u>1,600.00</u>
Nandina	3 gal.	\$ <u>11.00</u>	(x) 10 EACH (=)	\$ <u>110.00</u>
Oleander	3 gal.	\$ <u>12.00</u>	(x) 10 EACH (=)	\$ <u>120.00</u>
Pampas Grass	3 gal.	\$ <u>11.00</u>	(x) 10 EACH (=)	\$ <u>110.00</u>
Photinia	1 gal.	\$ <u>2.50</u>	(x) 10 EACH (=)	\$ <u>25.00</u>
Pittisporum	3 gal.	\$ <u>11.00</u>	(x) 10 EACH (=)	\$ <u>110.00</u>
Plumbago	3 gal.	\$ <u>11.00</u>	(x) 10 EACH (=)	\$ <u>110.00</u>
Podocarpus	3 gal.	\$ <u>18.00</u>	(x) 10 EACH (=)	\$ <u>180.00</u>
Rose (Knockout)	3 gal.	\$ <u>20.00</u>	(x) 10 EACH (=)	\$ <u>200.00</u>
Rose (Ground)	3 gal.	\$ <u>20.00</u>	(x) 10 EACH (=)	\$ <u>200.00</u>
Splitleaf Phiodendron	3 gal.	\$ <u>11.00</u>	(x) 10 EACH (=)	\$ <u>110.00</u>
Ti Plant	3 gal	\$ <u>11.00</u>	(x) 10 EACH (=)	\$ <u>110.00</u>
Thryallis	3 gal.	\$ <u>11.00</u>	(x) 10 EACH (=)	\$ <u>110.00</u>
Viburnum	3 gal.	\$ <u>11.00</u>	(x) 10 EACH (=)	\$ <u>110.00</u>
Yellow Canna	3 gal.	\$ <u>11.00</u>	(x) 10 EACH (=)	\$ <u>110.00</u>
Yucca	3 gal.	\$ <u>16.00</u>	(x) 10 EACH (=)	\$ <u>160.00</u>
Zamia	3 gal.	\$ <u>18.00</u>	(x) 10 EACH (=)	\$ <u>180.00</u>

TOTAL THIS PAGE: \$ 3,940.00
(Enter here and on Page BF-33)

*The frequencies/quantities provided have been estimated for the purpose of this Invitation For Bid. The Authority believes these estimates fairly describe the scope of work under ordinary circumstances, but actual conditions may cause the frequencies/quantities to be adjusted accordingly. The Authority is obligated only to pay the Unit Prices for items provided in this Bid/Contract for the frequencies/quantities actually requested by the Authority and provided by the Contractor.

BID FORM BID 03-17

**LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
PRICE SCHEDULE**

YEAR 2

	<u>Unit Price</u>		<u>Frequency* Per Year</u>		<u>Extension</u>
1. MOWING					
(Spec 3.3)					
Map 1	\$ <u>2,910.00</u>	(x)	42	(=)	\$ <u>122,220.00</u>
Map 2	\$ <u>2,533.00</u>	(x)	42	(=)	\$ <u>106,386.00</u>
Map 2 (Northfield)	\$ <u>1,160.00</u>	(x)	24	(=)	\$ <u>27,840.00</u>
2. EDGING & TRIMMING					
(Spec 3.4)					
Map 1	\$ <u>440.00</u>	(x)	36	(=)	\$ <u>15,840.00</u>
Map 2	\$ <u>1,110.00</u>	(x)	36	(=)	\$ <u>39,960.00</u>
3. WEEDING					
(Spec 3.5)					
Map 1	\$ <u>2,377.00</u>	(x)	36	(=)	\$ <u>85,572.00</u>
Map 2	\$ <u>2,959.00</u>	(x)	36	(=)	\$ <u>106,524.00</u>
4. PRUNING					
(Spec 3.6)					
<u>Shrubs & Groundcover</u>					
Map 1	\$ <u>2,699.00</u>	(x)	6	(=)	\$ <u>16,194.00</u>
Map 2	\$ <u>2,916.00</u>	(x)	6	(=)	\$ <u>17,496.00</u>
<u>Palms</u>					
Map 1	\$ <u>4,100.00</u>	(x)	2	(=)	\$ <u>8,200.00</u>
Map 2	\$ <u>24,880.00</u>	(x)	2	(=)	\$ <u>49,760.00</u>
Washingtonian Palm	\$ <u>75.00</u>	(x)	400	(=)	\$ <u>30,000.00</u>
<u>Trees</u>					
Map 1	\$ <u>7,500.00</u>	(x)	1	(=)	\$ <u>7,500.00</u>
Map 2	\$ <u>20,100.00</u>	(x)	1	(=)	\$ <u>20,100.00</u>

TOTAL THIS PAGE: \$ 653,592.00
(Enter here and on Page BF-33)

REVISED PER ADDENDUM NO. 3
Frequency*
Per Year Extension

5. DISEASE & INSECT CONTROL
 (Spec 3.8)

Map 1	<u>\$ 2,710.00</u>	(x)	12	(=)	<u>\$ 32,520.00</u>
Map 2	<u>\$ 3,250.00</u>	(x)	12	(=)	<u>\$ 39,000.00</u>

6. PALM WEEVIL TREATMENTS
 (Spec 3.8.3)

Map 1	<u>\$ 1,812.00</u>	(x)	2	(=)	<u>\$ 3,624.00</u>
Map 2	<u>\$ 5,400.00</u>	(x)	2	(=)	<u>\$ 10,800.00</u>

7. FERTILIZATION
 (Spec 3.7)

Turf

Map 1	<u>\$ 8,422.00</u>	(x)	3	(=)	<u>\$ 25,266.00</u>
Map 2	<u>\$ 7,100.00</u>	(x)	3	(=)	<u>\$ 21,300.00</u>

Shrubs & Groundcover

Map 1	<u>\$ 1,770.00</u>	(x)	3	(=)	<u>\$ 5,310.00</u>
Map 2	<u>\$ 3,412.00</u>	(x)	3	(=)	<u>\$ 10,236.00</u>

Palms

Map 1	<u>\$ 390.00</u>	(x)	3	(=)	<u>\$ 1,170.00</u>
Map 2	<u>\$ 2,044.00</u>	(x)	3	(=)	<u>\$ 6,132.00</u>

Trees

Map 1	<u>\$ 2,100.00</u>	(x)	2	(=)	<u>\$ 4,200.00</u>
Map 2	<u>\$ 2,300.00</u>	(x)	2	(=)	<u>\$ 4,600.00</u>

Soil Analysis Reports
 (Sec 3.7.2)

	<u>\$ 450.00</u>	(x)	2	(=)	<u>\$ 900.00</u>
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TOTAL THIS PAGE: \$ 165,058.00
(Enter here and on Page BF-33)

	<u>Unit Price</u>		<u>Frequency* Per Year</u>		<u>Extension</u>
8. FURNISH / INSTALL / MAINTAIN PER ANNUAL (Spec 2.1)					
Annuals	\$ <u>0.92</u>	(x)	170,000 each	(=)	\$ <u>156,400.00</u>

9. TRASH & DEBRIS REMOVAL
(Spec 3.10)

Trash & Debris Removal	\$ <u>260.00</u>	(x)	261 days	(=)	\$ <u>67,860.00</u>
------------------------	------------------	-----	----------	-----	---------------------

10. PROVIDE / PLACEMENT OF PINE BARK AND PINE STRAW
(Spec 3.9)

Pine Bark	\$ <u>25.00</u>	(x)	7,000 cu. yards	(=)	\$ <u>175,000.00</u>
Pine Straw	\$ <u>5.00</u>	(x)	2,400 cu. yards	(=)	\$ <u>12,000.00</u>

11. IRRIGATION MAINTENANCE (LABOR AND PARTS)
(Spec 3.2)

8" and below in diameter

Map 1	\$ <u>4,100.00</u>	(x)	12 months	(=)	\$ <u>49,200.00</u>
Map 2	\$ <u>7,250.00</u>	(x)	12 months	(=)	\$ <u>87,000.00</u>

12. ADDITIONAL WORK
(Spec 3.11)

	<u>Hourly Labor Rate</u>		<u>Estimated Hours*</u>		<u>Extension</u>
Additional Work	\$ <u>30.00</u>	(x)	500	(=)	\$ <u>15,000.00</u>
8" and above in diameter Estimated - Irrigation Parts	\$ <u>5,000.00</u>	(x)	Estimated Annual Lump*	(=)	\$ <u>5,000.00</u>
	<u>Unit Price</u>		Estimated Annual Quantity*		
Stump Grinding	\$ <u>90.00</u>	(x)	10 each	(=)	\$ <u>900.00</u>

TOTAL THIS PAGE: \$ 568,360.00
(Enter here and on Page BF-33)

Type	Size	Unit Price		Estimated Annual Quantity*	Extension
13. REMOVE AND REPLACE PLANT MATERIAL					
(Spec 2.2)					
African Iris	1 gal.	\$ 5.50	(x)	1 EACH (=)	\$ 55.00 <i>5.50</i>
Azalea	3 gal.	\$ 11.00	(x)	10 EACH (=)	\$ 110.00
Aztec Liripoe	1 gal.	\$ 5.50	(x)	10 EACH (=)	\$ 55.00
Blue Flag Iris	1 gal.	\$ 5.50	(x)	10 EACH (=)	\$ 55.00
Bougainvilles	3 gal.	\$ 16.00	(x)	10 EACH (=)	\$ 160.00
Burfordii Holly	3 gal.	\$ 11.00	(x)	10 EACH (=)	\$ 110.00
Camelia	3 gal.	\$ 20.00	(x)	10 EACH (=)	\$ 200.00
Canary Date Palm	8'-10' ft.	\$ 1,700.00	(x)	2 EACH (=)	\$ 3,400.00
Cast Iron Plant	1 gal.	\$ 5.50	(x)	10 EACH (=)	\$ 55.00
Confederate Jasmine	3 gal.	\$ 11.00	(x)	10 EACH (=)	\$ 110.00
Creeping Fig	1 gal.	\$ 6.00	(x)	10 EACH (=)	\$ 60.00
Crinum Lily	10 gal.	\$ 30.00	(x)	10 EACH (=)	\$ 300.00
Croton	3 gal.	\$ 16.00	(x)	10 EACH (=)	\$ 160.00
Day Lily	1 gal.	\$ 5.50	(x)	10 EACH (=)	\$ 55.00
Downy Jasmine	3 gal.	\$ 11.00	(x)	10 EACH (=)	\$ 110.00
Fakahatchee	3 gal.	\$ 14.00	(x)	10 EACH (=)	\$ 140.00
Hibiscus	3 gal.	\$ 15.00	(x)	10 EACH (=)	\$ 150.00
Indian Hawthorn	3 gal.	\$ 11.00	(x)	10 EACH (=)	\$ 110.00

AD 8/31/14

8/31/14 AD

TOTAL THIS PAGE: \$ 5,395.00
(Enter here and on Page BF-33)

Type	Size	Unit Price	Estimated Annual Quantity*	Extension
Ixoria	3 gal.	\$ 12.00	(x) 10 EACH (=)	\$ 120.00
Juniper	3 gal.	\$ 11.00	(x) 10 EACH (=)	\$ 110.00
Liriope (Evergreen Giant)	1 gal.	\$ 5.50	(x) 10 EACH (=)	\$ 55.00
Magnolia	100 gal	\$ 800.00	(X) 2 EACH (=)	\$ 1,600.00
Nandina	3 gal.	\$ 11.00	(x) 10 EACH (=)	\$ 110.00
Oleander	3 gal.	\$ 12.00	(x) 10 EACH (=)	\$ 120.00
Pampas Grass	3 gal.	\$ 11.00	(x) 10 EACH (=)	\$ 110.00
Photinia	1 gal.	\$ 2.50	(x) 10 EACH (=)	\$ 25.00
Pittisporum	3 gal.	\$ 11.00	(x) 10 EACH (=)	\$ 110.00
Plumbago	3 gal.	\$ 11.00	(x) 10 EACH (=)	\$ 110.00
Podocarpus	3 gal.	\$ 18.00	(x) 10 EACH (=)	\$ 180.00
Rose (Knockout)	3 gal.	\$ 20.00	(x) 10 EACH (=)	\$ 200.00
Rose (Ground)	3 gal.	\$ 20.00	(x) 10 EACH (=)	\$ 200.00
Splitleaf Phiodendron	3 gal.	\$ 11.00	(x) 10 EACH (=)	\$ 110.00
Ti Plant	3 gal	\$ 11.00	(x) 10 EACH (=)	\$ 110.00
Thryallis	3 gal.	\$ 11.00	(x) 10 EACH (=)	\$ 110.00
Viburnum	3 gal.	\$ 11.00	(x) 10 EACH (=)	\$ 110.00
Yellow Canna	3 gal.	\$ 11.00	(x) 10 EACH (=)	\$ 110.00
Yucca	3 gal.	\$ 16.00	(x) 10 EACH (=)	\$ 160.00
Zamia	3 gal.	\$ 18.00	(x) 10 EACH (=)	\$ 180.00

TOTAL THIS PAGE: \$ 3,940.00

(Enter here and on Page BF-33)

*The frequencies/quantities provided have been estimated for the purpose of this Invitation For Bid. The Authority believes these estimates fairly describe the scope of work under ordinary circumstances, but actual conditions may cause the frequencies/quantities to be adjusted accordingly. The Authority is obligated only to pay the Unit Prices for items provided in this Bid/Contract for the frequencies/quantities actually requested by the Authority and provided by the Contractor.

BID FORM BID 03-17

**LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
PRICE SCHEDULE**

YEAR 3

	<u>Unit Price</u>		<u>Frequency* Per Year</u>		<u>Extension</u>
1. MOWING					
(Spec 3.3)					
Map 1	\$ <u>2,910.00</u>	(x)	42	(=)	\$ <u>122,220.00</u>
Map 2	\$ <u>2,533.00</u>	(x)	42	(=)	\$ <u>106,386.00</u>
Map 2 (Northfield)	\$ <u>1,160.00</u>	(x)	24	(=)	\$ <u>27,840.00</u>
2. EDGING & TRIMMING					
(Spec 3.4)					
Map 1	\$ <u>440.00</u>	(x)	36	(=)	\$ <u>15,840.00</u>
Map 2	\$ <u>1,110.00</u>	(x)	36	(=)	\$ <u>39,960.00</u>
3. WEEDING					
(3.5)					
Map 1	\$ <u>2,377.00</u>	(x)	36	(=)	\$ <u>85,572.00</u>
Map 2	\$ <u>2,959.00</u>	(x)	36	(=)	\$ <u>106,524.00</u>
4. PRUNING					
(Spec 3.6)					
<u>Shrubs & Groundcover</u>					
Map 1	\$ <u>2,699.00</u>	(x)	6	(=)	\$ <u>16,194.00</u>
Map 2	\$ <u>2,916.00</u>	(x)	6	(=)	\$ <u>17,496.00</u>
<u>Palms</u>					
Map 1	\$ <u>4,100.00</u>	(x)	2	(=)	\$ <u>8,200.00</u>
Map 2	\$ <u>24,880.00</u>	(x)	2	(=)	\$ <u>49,760.00</u>
Washingtonian Palm	\$ <u>75.00</u>	(x)	400	(=)	\$ <u>30,000.00</u>
<u>Trees</u>					
Map 1	\$ <u>7,500.00</u>	(x)	1	(=)	\$ <u>7,500.00</u>
Map 2	\$ <u>20,100.00</u>	(x)	1	(=)	\$ <u>20,100.00</u>

TOTAL THIS PAGE: \$ 653,592.00

(Enter here and on Page BF-33)

REVISED PER ADDENDUM NO. 3
BIDDER: Carol King Landscape Maintenance, Inc.

	<u>Unit Price</u>		<u>Frequency* Per Year</u>		<u>Extension</u>
5. DISEASE & INSECT CONTROL					
(Spec 3.8)					
Map 1	\$ <u>2,710.00</u>	(x)	12	(=)	\$ <u>32,520.00</u>
Map 2	\$ <u>3,250.00</u>	(x)	12	(=)	\$ <u>39,000.00</u>
6. PALM WEEVIL TREATMENTS					
(Spec 3.8.3)					
Map 1	\$ <u>1,812.00</u>	(x)	2	(=)	\$ <u>3,624.00</u>
Map 2	\$ <u>5,400.00</u>	(x)	2	(=)	\$ <u>10,800.00</u>
7. FERTILIZATION					
(Spec 3.7)					
<u>Turf</u>					
Map 1	\$ <u>8,422.00</u>	(x)	3	(=)	\$ <u>25,266.00</u>
Map 2	\$ <u>7,100.00</u>	(x)	3	(=)	\$ <u>21,300.00</u>
<u>Shrubs & Groundcover</u>					
Map 1	\$ <u>1,770.00</u>	(x)	3	(=)	\$ <u>5,310.00</u>
Map 2	\$ <u>3,412.00</u>	(x)	3	(=)	\$ <u>10,236.00</u>
<u>Palms</u>					
Map 1	\$ <u>390.00</u>	(x)	3	(=)	\$ <u>1,170.00</u>
Map 2	\$ <u>2,044.00</u>	(x)	3	(=)	\$ <u>6,132.00</u>
<u>Trees</u>					
Map 1	\$ <u>2,100.00</u>	(x)	2	(=)	\$ <u>4,200.00</u>
Map 2	\$ <u>2,300.00</u>	(x)	2	(=)	\$ <u>4,600.00</u>
<u>Soil Analysis Reports</u>					
(Spec 3.7.2)					
	\$ <u>450.00</u>	(x)	2	(=)	\$ <u>900.00</u>

TOTAL THIS PAGE: \$ 165,058.00
(Enter here and on Page BF-33)

	<u>Unit Price</u>		<u>Frequency* Per Year</u>		<u>Extension</u>
8. FURNISH / INSTALL / MAINTAIN PER ANNUAL					
(Spec 2.1)					
Annuals	\$ <u>0.92</u>	(x)	170,000 each	(=)	\$ <u>156,400.00</u>

9. TRASH & DEBRIS REMOVAL					
(Spec 3.10)					
Trash & Debris Removal	\$ <u>260.00</u>	(x)	261 days	(=)	\$ <u>67,860.00</u>

10. PROVIDE / PLACEMENT OF PINE BARK AND PINE STRAW					
(Spec 3.9)					
Pine Bark	\$ <u>25.00</u>	(x)	7,000 cu. yards	(=)	\$ <u>175,000.00</u>
Pine Straw	\$ <u>5.00</u>	(x)	2,400 cu. yards	(=)	\$ <u>12,000.00</u>

11. IRRIGATION MAINTENANCE (LABOR AND PARTS)					
(Spec 3.2)					
<u>8" and below in diameter</u>					
Map 1	\$ <u>4,100.00</u>	(x)	12 months	(=)	\$ <u>49,200.00</u>
Map 2	\$ <u>7,250.00</u>	(x)	12 months	(=)	\$ <u>87,000.00</u>

12. ADDITIONAL WORK					
(Spec 3.11)					
	<u>Hourly Labor Rate</u>		<u>Estimated Hours*</u>		<u>Extension</u>
Additional Work	\$ <u>30.00</u>	(x)	500	(=)	\$ <u>15,000.00</u>
<u>8" and above in diameter</u>	<u>\$5,000.00</u>	(x)	Estimated Annual Lump Sum*	(=)	<u>\$5,000.00</u>
Estimated - Irrigation Parts					
	<u>Unit Price</u>		<u>Estimated Annual Quantity*</u>		
Stump Grinding	\$ <u>90.00</u>	(x)	10 each	(=)	\$ <u>900.00</u>

TOTAL THIS PAGE: \$ 568,360.00
(Enter here and on Page BF-33)

Type	Size	Unit Price	Estimated Annual Quantity	Extension
13. REMOVE AND REPLACE PLANT MATERIAL				
(Spec 2.2)				
African Iris	3 gal.	\$ <u>5.50</u>	(x) 1 EACH (=)	\$ <u>5.50</u>
Anise	3 gal.	\$ <u>16.00</u>	(x) 1 EACH (=)	\$ <u>16.00</u>
Azalea	3 gal.	\$ <u>11.00</u>	(x) 1 EACH (=)	\$ <u>11.00</u>
Aztec Liripoe	1 gal.	\$ <u>5.50</u>	(x) 1 EACH (=)	\$ <u>5.50</u>
Blue Flag Iris	1 gal.	\$ <u>5.50</u>	(x) 1 EACH (=)	\$ <u>5.50</u>
Bougainvilles	3 gal.	\$ <u>16.00</u>	(x) 1 EACH (=)	\$ <u>16.00</u>
Burfordii Holly	3 gal.	\$ <u>11.00</u>	(x) 1 EACH (=)	\$ <u>11.00</u>
Camelia	3 gal.	\$ <u>20.00</u>	(x) 1 EACH (=)	\$ <u>20.00</u>
Canary Day Palm	12 foot	\$ <u>1,700.00</u>	(x) 2 EACH (=)	\$ <u>3,400.00</u>
Cast Iron Plant	1 gal.	\$ <u>5.50</u>	(x) 1 EACH (=)	\$ <u>5.50</u>
Confederate Jasmine	3 gal.	\$ <u>11.00</u>	(x) 1 EACH (=)	\$ <u>11.00</u>
Creeping Fig	1 gal.	\$ <u>6.00</u>	(x) 1 EACH (=)	\$ <u>6.00</u>
Crinum Lily	10 gal.	\$ <u>30.00</u>	(x) 1 EACH (=)	\$ <u>30.00</u>
Croton	3 gal.	\$ <u>16.00</u>	(x) 1 EACH (=)	\$ <u>16.00</u>
Day Lily	1 gal.	\$ <u>5.50</u>	(x) 1 EACH (=)	\$ <u>5.50</u>
Downy Jasmine	3 gal.	\$ <u>11.00</u>	(x) 1 EACH (=)	\$ <u>11.00</u>
Fakahatchee	3 gal.	\$ <u>14.00</u>	(x) 1 EACH (=)	\$ <u>14.00</u>
Hibiscus	3 gal.	\$ <u>15.00</u>	(x) 1 EACH (=)	\$ <u>15.00</u>
Indian Hawthorn	3 gal.	\$ <u>11.00</u>	(x) 1 EACH (=)	\$ <u>11.00</u>

TOTAL THIS PAGE: \$ 3,615.50
(Enter here and on Page BF-33)

BIDDER: Carol King Landscape Maintenance, Inc.

Type	Size	Unit Price		Estimated Annual Quantity		Extension
Ixoria	3 gal.	\$ <u>12.00</u>	(x)	10 EACH	(=)	\$ <u>120.00</u>
Juniper	3 gal.	\$ <u>11.00</u>	(x)	10 EACH	(=)	\$ <u>110.00</u>
Liriope (Evergreen Giant)	1 gal.	\$ <u>5.50</u>	(x)	10 EACH	(=)	\$ <u>55.00</u>
Magnolia	100 gal.	\$ <u>800.00</u>	(x)	2 EACH	(=)	\$ <u>1,600.00</u>
Nandina	3 gal.	\$ <u>11.00</u>	(x)	10 EACH	(=)	\$ <u>110.00</u>
Oleander	3 gal.	\$ <u>12.00</u>	(x)	10 EACH	(=)	\$ <u>120.00</u>
Pampas Grass	3 gal.	\$ <u>11.00</u>	(x)	10 EACH	(=)	\$ <u>110.00</u>
Photinia	1 gal.	\$ <u>2.50</u>	(x)	10 EACH	(=)	\$ <u>25.00</u>
Pittisporum	3 gal.	\$ <u>11.00</u>	(x)	10 EACH	(=)	\$ <u>110.00</u>
Plumbago	3 gal.	\$ <u>11.00</u>	(x)	10 EACH	(=)	\$ <u>110.00</u>
Podocarpus	3 gal.	\$ <u>18.00</u>	(x)	10 EACH	(=)	\$ <u>180.00</u>
Rose (Knockout)	3 gal.	\$ <u>20.00</u>	(x)	10 EACH	(=)	\$ <u>200.00</u>
Rose (Ground)	3 gal.	\$ <u>20.00</u>	(x)	10 EACH	(=)	\$ <u>200.00</u>
Splitleaf Phiodendron	3 gal.	\$ <u>11.00</u>	(x)	10 EACH	(=)	\$ <u>110.00</u>
Ti Plant	3 gal.	\$ <u>11.00</u>	(x)	10 EACH	(=)	\$ <u>110.00</u>
Thryallis	3 gal.	\$ <u>11.00</u>	(x)	10 EACH	(=)	\$ <u>110.00</u>
Viburnum	3 gal.	\$ <u>11.00</u>	(x)	10 EACH	(=)	\$ <u>110.00</u>
Yellow Canna	3 gal.	\$ <u>11.00</u>	(x)	10 EACH	(=)	\$ <u>110.00</u>
Yucca	3 gal.	\$ <u>16.00</u>	(x)	10 EACH	(=)	\$ <u>160.00</u>
Zamia	3 gal.	\$ <u>18.00</u>	(x)	10 EACH	(=)	\$ <u>180.00</u>

TOTAL THIS PAGE: \$ 3,940.00(Enter here and on Page BF-33)

*The frequencies/quantities provided have been estimated for the purpose of this Invitation For Bid. The Authority believes these estimates fairly describe the scope of work under ordinary circumstances, but actual conditions may cause the frequencies/quantities to be adjusted accordingly. The Authority is obligated only to pay the Unit Prices for items provided in this Bid/Contract for the frequencies/quantities actually requested by the Authority and provided by the Contractor.

BID FORM B03-17
LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
PRICE SCHEDULE

BID PRICES

TOTALS

Total for Page BF-17	\$ 653,592.00
Total for Page BF-18	\$ 165,058.00
Total for Page BF-19	\$ 568,360.00
Total for Page BF-20	\$ 5,395.00
Total for Page BF-21	\$ 3,940.00

TOTAL YEAR 1 BID PRICE \$ 1,396,345.00

Total for Page BF-22	\$ 653,592.00
Total for Page BF-23	\$ 165,058.00
Total for Page BF-24	\$ 568,360.00
Total for Page BF-25	\$ 5,395.00
Total for Page BF-26	\$ 3,940.00

TOTAL YEAR 2 BID PRICE \$ 1,396,345.00

Total for Page BF-27	\$ 653,592.00
Total for Page BF-28	\$ 165,058.00
Total for Page BF-29	\$ 568,360.00
Total for Page BF-30	\$ 3,615.50
Total for Page BF-31	\$ 3,940.00

TOTAL YEAR 3 BID PRICE \$ 1,394,565.50

TOTAL THREE (3) YEARS BID PRICE: \$ 4,187,255.50
(Enter here and on Page BF-3)

295 AS 8/31/14

205 AS 8/31/14

BIDDER: _____

***** END OF BID FORM *****

CONTRACT

THIS AGREEMENT made and entered into effective as of the 1ST day of December, 2016, by and between the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Authority, and **CAROL KING LANDSCAPE MAINTENANCE, INC.**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 03-17, Landside Terminal Landscape Maintenance and Irrigation Services, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Forms, the Instructions to Bidders, any Addenda issued prior to the execution of the Contract, the General Conditions, the Specifications, and the Invitation for Bids, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the Authority may avail itself of any or all remedies provided in the Contract Documents, or which are otherwise available by applicable law or in equity, and shall have the right and power to proceed in accordance with the provisions thereof.

An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Authority, and in no event shall Contractor be entitled to recover from Authority any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

It is also agreed and understood that the acceptance of the last payment pursuant to Section 2 of the General Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against Authority and its members, officers, agents and employees arising out of, or by reason of, the Contract obligations or work.

In consideration of the Contractor's obligations set forth in the Contract Documents, Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the contract provisions of Section 2 of the General Conditions, compensation as set forth in Section 2 of the General Conditions, subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

(Sign this page if the Contractor is a **Sole Proprietorship** or a **Partnership**)

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, Executive Director, or Deputy Executive Director, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal, all as of the day and year first above written.

[Official Seal]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Its: _____

Attest:

Secretary

WITNESSED BY:

"CONTRACTOR"

(Name of Contractor)

By: _____ (Seal)
(Signature of Owner or General Partner)

Its: _____
(Title)

Name of Owner or General Partner Printed
or Typed

(Sign this page if the Contractor is a Corporation or Other State-Chartered Business Entity)

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, Executive Director, or Deputy Executive Director, attested by its Secretary or Assistant Secretary, and the said Contractor has caused this Contract to be executed in its name by Bruce Bachand, its Vice President, attested by Randall Bachand, its Corporate Secretary, and has caused the seal of said corporation or other business entity to be hereunto attached, all as of the day and year first above written.

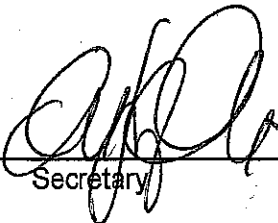
"AUTHORITY"

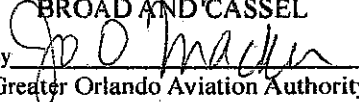
GREATER ORLANDO AVIATION AUTHORITY

By: 
Phillip N. Brown, A.A.E.

[Official Seal]

Its: Executive Director

Attest: 
Secretary

Approved as to Form and Legality
this 23 day of Sept, 2016
BROAD AND CASSEL
By: 
Greater Orlando Aviation Authority

CAROL KING LANDSCAPE MAINTENANCE, INC.


(Name of Contractor)

By: 
(Signature of Officer)

[Corporate Seal]

Its: Vice President
(Title)

Bruce Bachand
Name of Officer Printed or Typed

Attest: 
Secretary



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

1326 S. Ridgewood Avenue, Suite #15
Daytona Beach, FL 32114
386-898-0507
Fax 386-898-0510

August 18, 2016

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

Greater Orlando Aviation Authority
8652 Casa Verde Road, Bldg. 811
Orlando, FL 32827

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY

Principal: Carol King Landscape Maintenance, Inc.

Bond No: FLC 84033

Project: Purchasing Bid No. 03-17, Effective 12/1/16 - 11/30/17, Landside Terminal Landscape Maintenance and Irrigation Services at Orlando International Airport,

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to me at Gloria@floridasuretybonds.com or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
Merchants Bonding Company (Mutual)

Gloria A. Richards
Attorney-In-Fact and
FL Licensed Resident Agent

Bond No.: FLC 84033
Executed in 2 Counterparts
Effective: 12/1/16 - 11/30/17

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that Carol King Landscape Maintenance, Inc.
7032 Old Cheney Highway, Orlando, FL 32807-6298 (407) 275-6200, hereinafter called Principal,
and
Merchants Bonding Company (Mutual), P.O. Box 14498, Des Moines, IA 50306-3498 (515) 243-8171
_____, a corporation organized under the laws of the State of Iowa and
licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound
unto the Greater Orlando Aviation Authority,* hereinafter called Authority, in the Penal Sum of **Seven
Hundred Fifty Thousand Dollars (\$750,000.00)**, for the payment of which sum well and truly made,
Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Authority for
Purchasing Bid 03-17, Landside Terminal Landscape Maintenance and Irrigation Services, at
Orlando International Airport, in accordance with the Contract Documents which are incorporated
therein by reference and made a part thereof, and which collectively are herein referred to as the
Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees including any attorney's fees, costs, and expenses for and in connection with all trial and appellate proceedings, that Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) including any attorney's fees, costs, and expenses for and in connection with all trial, appellate and bankruptcy proceedings, that the Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

*Greater Orlando Aviation Authority, 8652 Casa Verde Road, Bldg. 811, Orlando, FL 32827 (407) 825-6425

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs, including any attorney's fees, costs, and expenses for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.



The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:


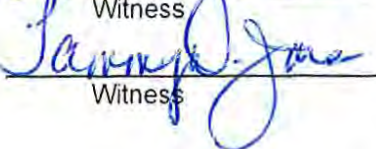

Witness

Witness


(Seal)

Carol King Landscape Maintenance, Inc
Principal (Name of Contractor)

By: 
(Signature)
Its: Vice President
(Title)

Merchants Bonding Company (Mutual)
Name of Surety


Witness

Witness

By: 
(Signature) Gloria A. Richards
Its: Attorney-In-Fact & FL Licensed Resident Agent
(Title) (386) 898-0507

Address: P.O. Box 14498
Des Moines, IA 50306-3498

Telephone No.: (515) 243-8171

Fax No.: (515) 243-3854

E-Mail Address: tforeman@merchantsbonding.com

Gloria A. Richards
(Countersignature by
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

IMPORTANT: Surety companies executing bonds must meet the requirements set forth in Section 6.7 of the Contract's General Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, Randall Bachand, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Bruce Bachand who signed the said Bond(s) on behalf of the Principal was then Vice President of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.


Secretary

(Corporate Seal)

Attach a copy of the Authority's form of Certificate of Insurance or a copy of Declarations Page(s) from Insurance Policy and/or Policy Binder indicating that Contractor has obtained all insurance required by the Contract Documents.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl Foley; Don Bramlage; Glenn Arvanitis; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa Roseland; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

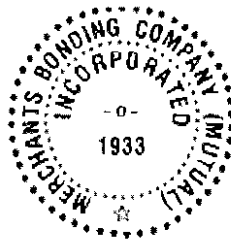
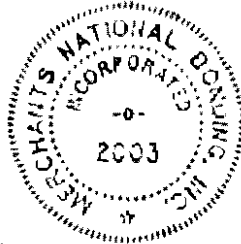
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of July, 2016



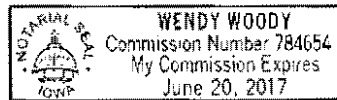
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 1st day of July, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

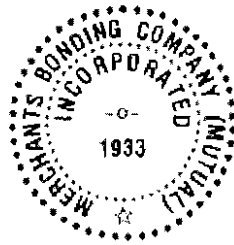
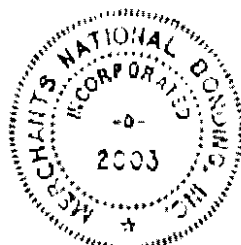


Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: **\$750,000.00**

BENEFICIARY: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of _____ [Company Name] (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ [Bank Name] Irrevocable Letter of Credit No. _____, dated _____," and must be accompanied by a statement in the form attached hereto as Exhibit A (which is incorporated in this letter of credit by this reference). Such statement must be signed by the Executive Director of the Greater Orlando Aviation Authority (the "Authority"), or designee, and must provide the following:

- A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Authority under that certain Contract 03-17, Laneside Terminal Landscape Maintenance and Irrigation Services, at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Authority (the "Agreement"); and
- B. Certification of the amount of damages or expenses which, in his belief or determination, the Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or
- C. Certification (1) that the Company has failed to provide to the Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Agreement in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Irrevocable Stand-by Letter of Credit

Page 2

Additionally, each draft drawn hereunder shall be paid from the funds of _____ [Bank Name]. If a drawing is made by you hereunder at or prior to 11:00 a.m., local time, on a business day, payment shall be made to you or to your designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3:00 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made by you after 11:00 a.m., such local time, on a business day, payment shall be made to you or to your designee of the amount specified, in immediately available funds, not later than 3:00 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 36 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for thirty (30) days following the date of our resumption of normal business operations. As to any matters that may not be governed by the Uniform Customs and Practice for Documentary Credits, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Florida, including without limitation the Uniform Commercial Code as in effect in the State of Florida.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

(Bank Name)

By: _____
(Signature)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

EXHIBIT A

**GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM**

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

The undersigned, who is the Executive Director of the Greater Orlando Aviation Authority (the "Authority"), or the duly authorized designee of same, hereby certifies to _____ [Bank Name] that [A, and either B or C are required]:

- A. _____ [Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Authority under that certain Contract 03-17, Landside Terminal Landscape Maintenance and Irrigation Services, at Orlando International Airport, by and between the Company and the Authority (the "Agreement").
- B. In the belief or determination of the undersigned, the amount of damages or expenses which the Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals \$ _____; or
- C. The Company has failed to provide the Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Agreement in accordance with such terms, and that the amount of the required replacement bond or letter of credit is \$ _____.

Dated this _____ day of _____, 20_____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600		FAX (A/C, No): 888-635-4183
	E-MAIL ADDRESS:		
INSURED Carol King Landscape Maint Inc 7032 Old Cheney Hwy Orlando, FL 32807-6298	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Allied P & C Insurance Co		42579
	INSURER B : Great American Insurance Compan		16691
	INSURER C : Comp Options		10834
	INSURER D : Crum & Forster Specialty Insura		44520
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		ACP3007457439	11/30/2015	11/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACP3007457439	11/30/2015	11/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		SBU402715801	11/30/2015	11/30/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CWC1013633	04/30/2016	04/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Liab		PKC103776	02/05/2016	02/05/2017	\$1,000,000 per incident \$1,000,000 Aggregate \$10,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured status is granted as respects to General Liability if required by written contract or agreement per endorsement "Contractors Enhancement Plus" form #CG 73 23 12/14
 Additional Insured status is granted as respects to Auto Liability if required by written contract or agreement per endorsement "Business Auto Endorsement Form - Florida" form #AC 01 01 03/08
 Waiver of Subrogation applies to General Liability per endorsement "Contractors Enhancement Plus" form #CG (See Attached Descriptions)

CERTIFICATE HOLDER Greater Orlando Aviation Authority c/o Ebix BPO RCS 151 N Lyon Ave Hemet, CA 92543-3831	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marc V. Halmer</i>
--	---

Edwin Ayala

Objective

To be a team oriented member of an established and growing company. Offer my experience to build on ever stronger and more efficient organization.

Experience

2015-Present Carol King Landscape MN. Orlando, Florida
Supervisor

- Reported directly to site.
- Manage and Maintained property on a daily basis.
- Communicated with customer both internally and externally on specific needs for property.

2011-2015 Carol King Landscape MN. Orlando, Florida
Forman

- Handled daily routes and maintaining properties.
- Managed truck and crew members.
- Implemented new sales ideas for better drought tolerant landscape.

2009-2011 Irish Mikes Collision Orlando, Florida
Painter

- Communicate with clients, employers and other employees to plan and execute repair and painting jobs on a variety of vehicles, including cars, trucks and buses.
- Knowledge of specialty painting techniques.
- Minor collision repair capabilities.

2008-2009 Irish Mikes Collision Orlando, Florida
Car Detailer

- Perform Quality Control in all cars before delivery

Education

1980-1984 Central High Providence, RI

- General Curriculum



Victor Motta

300 N. Goldenrod Rd.
Orlando, FL 32807

(407) 273-9123
vnl89@aol.com

EDUCATION

- 2001 Nueva Granada High School
Cali, Columbia
- 2006 Internship: P & L Lawn Maintenance & Irrigation Inc.
Orlando, FL
- 2007 R.G. Security Training Center
Orlando, FL



PROFILE Extensive hands on experience with all aspects of various irrigation systems maintenance, for large scale commercial and municipal properties, including: inspections, troubleshooting, repairs, operation and maintenance. Properties with operational involvement include: Orlando International Airport, Orange County Parks Department, City of Orlando Parks Departments, and multi-unit residential communities in Orlando. Likewise, oversaw irrigation enhancement projects at Windward Bay, Four Winds Beach Resort, Arbomar Condominiums, Spanish Main Yacht Club, Islander Club, La Playa Beach Resort, and Longboat Harbour Condominiums and the Sheridan Senior Living Community, consisting of 130 cumulative acres in Sarasota and Longboat Key, FL

EXPERIENCE

2006 – Present **Lead Irrigation Technician P & L Lawn Maintenance Inc.** Orlando, FL

- Knowledge and use of electrical voltage meters, cable and ground fault locators, DC volt pumps
- Utilized wire tracking equipment to locate in field system components for repairs, or replacement
- Repair of large irrigation water supply lines, up twelve (12") inches in diameter
- Hands on experience with Rain Bird TRC2 remote transmitter/receiver and other remote models
- Operation, maintenance and troubleshooting of Rain Bird Maxicom Multi-Site Irrigation Systems
- Performed complete system component integrity inspections and provided analysis reports
- Repaired-replaced: valves, wiring, sprinkler heads, piping, system clocks and pump components
- Adjusted system run times based on seasonal requirements and/or local water restrictions
- Provided 'on-call' emergency field service support as required by public and private entities
- Valid Florida Driver's License and MCO 'badged' subcontractor permit

Key Achievements

- Irrigation system support at Orlando Airport, Orange County and the City of Orlando Parks Dept.
- Assisted in retaining multi-year contracts with various local government entities
- Implemented system maintenance and oversight for large commercial and multi-unit residential sites
- Intimately familiar with all aspects of P & L irrigation operations and field operation duties

Arthur (Dino) DeRostaing

From: Bruce Bachand <bruce@carolkingscapes.com>
Sent: Thursday, September 15, 2016 7:41 AM
To: Arthur (Dino) DeRostaing
Subject: FW: 2nd irrigation tech resume
Attachments: Airport Irrigation tech resume 2.pdf

Dino,

Attached please find a resume for the second irrigation tech for the Landside landscape services contract. Thanks.

Bruce Bachand, Vice President
Carol King Landscape Maintenance, Inc.
P-407-275-6200; C-321-303-9559; F-407-273-4348
bruce@carolkingscapes.com

KEEPING CENTRAL FLORIDA BEAUTIFUL SINCE 1960

From: Jason Comas [mailto:jcme84@gmail.com]
Sent: Friday, September 09, 2016 2:59 PM
To: Bruce Bachand <bruce@carolkingscapes.com>
Subject: 2nd irrigation tech resume

Good afternoon,

Please see the resume for the 2nd irrigation tech.

Thanks,

Jason

Rolando Fabelo

OK. P. J.
9/15/16

300 N. Goldenrod Rd.
Orlando, FL 32807
(407) 273-9123
pnl89@aol.com

EDUCATION

1997 finished high school in Cuba

Profile

Extensive hands on experience with all aspects of various irrigations systems maintenance for large scale commercial and municipal properties including inspections, troubleshooting, repairs, operation and maintenance.

Experience

2012-2013

Landscape maintenance technician- worked with the mow crew

2013-2014

Assistance irrigation technician- worked under lead technician learning the trade

2014-Present

Lead Irrigation Technician P & L Lawn Maintenance Inc.

- Knowledge and use of electrical voltage meters, cable, and ground fault locators, DC volt pump
- Utilized wire tracking equipment to locate in field system components for repairs or replacement
- Repair of large irrigation water supply lines (up to 12 inches in diameter)
- Performed complete system component integrity inspections and provided analysis reports
- Repaired/replaced valves, wiring, sprinkler heads, piping, system clocks and pump components
- adjusted system run times based on seasonal requirements and/or local water restrictions
- Provided 'on call' emergency field service support as required by public and private entities
- Valid Florida driver's license and MCO 'badge' subcontractor permit

Key Achievements

- Assisted in retaining multi-year contracts with various local government entities
- Implemented system maintenance and oversight for large commercial and multi-unit residential sites
- Intimately familiar with all aspects of P & L irrigation operations and field operation duties

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date File No. Expires
December 9, 2015 JB3774 December 31, 2016

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED
UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD
EXPIRING: December 31, 2016 AT

7032 OLD CHENEY HIGHWAY
ORLANDO, FL 32807-6200
CAROL KING LANDSCAPE MAINT INC
7032 OLD CHENEY HIGHWAY
ORLANDO, FL 32807-6200
Lawn and Ornamental


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date File No. Expires
May 19, 2016 JF5586 June 1, 2017

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: June 1, 2017

BRUCE GERALD BACHAND
7237 BLACK BULL LANE
ORLANDO, FL 32835
Lawn and Ornamental


ADAM H. PUTNAM, COMMISSIONER





August 23, 2016

Mr. Dino DeRostaing
Greater Orlando Aviation Authority
8652 Casa Verde Road, Bldg. 811
Orlando, FL 32827

Re: Transition Plan for Bid 03-17

Dear Mr. DeRostaing:

We have serviced this property for four years and nine months, so our Transition plan for the new contract will be quite simple. Our onsite supervisor will remain Edwin Ayala. The work crew will remain as currently configured with only one change, which is the Irrigation technician. That position will change from our employee Bobby Mills to a P & L Lawn Service employee, yet to be named.

Our subcontractors for the contract will include Color Burst as the LDB contractor and a repeat from the current contract as the annual bedding flower provider, and P & L Lawn Maintenance, a longtime Airport vendor as our Minority contractor, taking over for Aristocuts in providing Mowing and Edging and taking over responsibility for Irrigation and Mulch services.

Company ownership and management remain unchanged for this new contract, 03-17.

Thank you.

Sincerely,

Bruce Bachand, FCLC, LICM
Vice President



***** END OF CONTRACT *****

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract will be to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing the landside terminal landscape maintenance and irrigation services at the Orlando International Airport ("OIA") in accordance with the Contract Documents. All work shall be performed in accordance with the Specification attached hereto.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

- 2.1 The Contractor shall invoice the Authority by the tenth day of each month following a month in which Contractor performed approved work.
- 2.2 The Authority shall pay the Contractor, subject to authorized deductions, the applicable unit prices and hourly labor rate set forth in the Bid Form on Pages BF-17 through BF-32 for each item of service authorized by the Authority and actually performed by Contractor to the satisfaction of Authority as required by the Specification.
- 2.3 The Authority shall pay the Contractor, subject to authorized deductions, the Hourly Labor Rates for Additional Work set forth in the Bid Form on Pages BF-19, BF-24 and BF-29 for all Additional Work authorized by the Authority and performed by Contractor in conformity with Contract requirements. The Authority shall also reimburse the Contractor at its cost for any required irrigation parts as approved in advance by the Authority's Authorized Representative (AAR). The Contractor's invoice shall describe the irrigation parts purchased by the Contractor, the location the parts were used and shall include a copy of the actual invoice.
- 2.4 The Authority shall pay the Contractor, subject to authorized deductions, the applicable prices for Remove and Replace Plant Material set forth in the Bid Form on Pages BF-20, BF-21, BF-25, BF-26, BF-30, and BF-31, for all Replacement Plants authorized by the Authority and installed by Contractor in conformity with Contract requirements.
- 2.5 The Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Authority's satisfaction or completed in a timely manner; which will be determined at the sole discretion of the Authority, using reasonable standards common in the industry. The Authority shall make a subjective valuation of the effectiveness and efficiency of Contractor's performance.
- 2.6 The Authority shall notify the Contractor of any specific item or items that are unsatisfactory to the Authority, and if the Contractor has not performed such item or items of landscape maintenance and irrigation services to the Authority's satisfaction within ten (10) calendar days after Authority's notice, the Authority, in addition to all other rights provided to the Authority under this Contract or by law or equity, may delete a reasonable amount of compensation for such item or items from Contractor's invoice and shall have no obligation to pay the Contractor for such items or services.
- 2.7 The Authority shall pay the undisputed amount of Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the Authority from later recovering any money paid in excess of that due under the terms of this Contract.

GENERAL CONDITIONS (Continued)

- 2.8 Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Authority shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- 2.9 The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125.

3. COMPLIANCE WITH LAWS AND REGULATIONS:

- 3.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Orange County, the City of Orlando, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the Authority. OSHA rules and regulations shall be followed at all times. The Authority shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the Authority should reasonably request in connection with any such challenge or contest by the Authority.
- 3.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefor.
- 3.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee.

4. CONTRACTOR'S LIABILITY:

The Contractor shall be responsible for the prompt payment of any fines imposed on Authority or Contractor by the Transportation Security Administration ("TSA") or any other federal, state or local governmental agency as a result of Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 4 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 5 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

5. INDEMNIFICATION AND INSURANCE:

- 5.1 Contractor shall indemnify, defend and hold completely harmless the Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be

GENERAL CONDITIONS (Continued)

incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction or loss of any property of Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 5.4 below by or in favor of any person described in Section 5.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Authority may pursue indemnity, the Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Authority unless the Contractor and the Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Authority, the Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Authority, representation of both the Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

- 5.2 Not applicable.
- 5.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the Authority in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 5.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer,

GENERAL CONDITIONS (Continued)

employee or agent, as such, past, present, or future of Authority or City, either directly or through the Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to Contractor pursuant to this Contract.

- 5.5 In any and all claims against the Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section 5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 5.6 No provisions of Section 5 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Authority may have as to any party or person described therein.
- 5.7 Insurance – The Authority is currently contracted with CertFocus for the management of all insurance certificates related to Authority Contracts. Contractors who enter into a Contract with the Authority will be contacted directly by CertFocus for insurance certificates and related matters such as expired certificates. An introductory letter will be sent directly from CertFocus instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors are to respond to CertFocus as directed in the introductory letter as well as any further instructions they may receive from CertFocus.
- 5.7.1 **General Liability and Automobile Liability.** Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the Authority and the City, and the members (including, without limitation, all members of the governing Board of the Authority, the City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:
- (1) Commercial general liability insurance with coverage of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of Authority and the City under the Contract, and

GENERAL CONDITIONS (Continued)

(2) Automobile liability insurance with policy limits of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit per accident or occurrence covering each motor vehicle operated on Authority property. Contractor acknowledges and agrees that, if the Contractor's employee operates a vehicle in the Authority's Aircraft Operations Area (AOA), then all such operations are within its employee's scope of employment regardless of who owns the vehicle.

5.7.1.1 Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Authority's Executive Director. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.

5.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

5.7.2 **Workers' Compensation and Employer's Liability.** If Contractor has any employee working on Authority property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. The Authority will not accept State of Florida exemptions.

5.7.3 **Professional Liability Insurance.** Not applicable.

5.7.4 **Garage Liability Insurance.** Not applicable.

5.7.5 **Garage Keeper's Legal Liability Insurance.** Not applicable.

5.7.6 **Crime Coverage.** Not applicable.

5.7.7 **Pollution Liability Insurance.** Contractor shall maintain and purchase at its own cost, pollution liability insurance for bodily injury, property damage, and cleanup costs. The Authority shall be named as an additional insured on this policy. The limits of coverage shall not be less than ONE MILLION DOLLARS (\$1,000,000.00) per claim, with a ONE MILLION DOLLARS (\$1,000,000.00) aggregate, subject to a deductible/SIR of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per claim. The aggregate limit must be specific to this Contract.

- 5.7.8 **Equipment Installation Insurance.** Not applicable.
- 5.7.9 **Fiduciary Liability Insurance.** Not applicable.
- 5.7.10 **Other Insurance Requirements.** All insurance policies required by this Section 5.7 shall provide that they are primary insurance as respects any other valid insurance Authority may possess, and that any other insurance Authority does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 6.2 of these General Conditions, and said policies shall be in a form satisfactory to Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon the Contractor's execution of the Contract. The Contractor shall provide the Authority with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage. For purposes of this Section 5.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, Contractor shall file with Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by Authority. If Contractor fails to obtain or have such insurance reinstated, Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor. The Authority's Executive Director shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Executive Director with respect thereto.

6. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE:

- 6.1 Prior to Authority's execution of the Contract and within ten (10) **business** days of the award, the Contractor shall furnish to Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, completed on the Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the initial term of the Contract in a penal sum equal to **Seven Hundred Fifty Thousand Dollars (\$750,000.00)**.
- 6.2 The Contractor may elect to provide Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Seven Hundred Fifty Thousand Dollars (\$750,000.00)**, and issued on Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide Authority with a Letter of Credit that remains in effect for at least one year after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Authority and to hold such funds until such time as the Authority in its discretion shall determine the

GENERAL CONDITIONS (Continued)

amount of damages, costs and expenses owing to it from the Contractor. The Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.

- 6.3 Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that complies with the requirements of this Section 6.
- 6.4 Except as provided in this Section 6.4, the Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Proposal Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months. If the Contractor provides Authority an acceptable Performance Bond or Letter of Credit which has an effective period less than the full initial term of the Contract, the Contractor shall, at least sixty (60) calendar days prior to the date on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Authority shall release any existing Letter of Credit provided by the Contractor upon the Authority's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements of this Contract.
- 6.5 If the Contractor is required to provide any renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall calculate the penal sum/amount (the "Amount") of any such Replacement as follows:
- 6.5.1 If the Replacement is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.
- 6.5.2 If the Replacement is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.
- 6.5.3 If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total

GENERAL CONDITIONS (Continued)

estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.

- 6.5.4 If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).
- 6.6 Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Authority under law, give the Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section 6 constitutes a default under the terms of this Contract and, in addition to all other rights available to the Authority under law, shall give the Authority the right to immediately terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Authority shall have the right to claim against the Contractor's then current Performance Bond or Letter of Credit for all of Authority's losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.
- 6.7 Surety Bonds delivered to Authority in satisfaction of any requirement under this Contract must meet the following criteria:
- 6.7.1 Bid Bonds provided to the Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by Authority, or on a form substantially the same as Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.
- 6.7.2 Performance and Payment Bonds provided to the Authority in connection with contracts having a value of \$500,000.00 or less shall be duly issued by an insurer or corporate surety which:
- 6.7.2.1 Is authorized to conduct insurance business in the State of Florida;
- 6.7.2.2 Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and
- 6.7.2.3 Is otherwise in compliance with the provisions of the Florida Insurance Code.

GENERAL CONDITIONS (Continued)

6.7.3 Performance and Payment Bonds provided to the Authority in connection with Contracts having a value in excess of \$500,000.00 shall be duly issued by an insurer or corporate surety which:

6.7.3.1 Is authorized to conduct insurance business in the State of Florida;

6.7.3.2 Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and

6.7.3.3 Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of Best's Insurance Reports.

6.7.3.4 Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by Best's Insurance Reports may be accepted by Authority, but only if approved by Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Authority's Risk Manager may deem appropriate.

6.8 Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be currently licensed to conduct insurance business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of Best's Insurance Reports.

6.9 In the event that Authority requests Contractor to purchase materials or as a condition to approval of a subcontractor in accordance with Section 8 of the General Conditions, the Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.

6.10 Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Authority's Executive Director.

7. CONTRACT ADJUSTMENTS:

7.1 Notwithstanding any provision herein to the contrary, the Authority reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the Authority and the Contractor and, to the extent possible, by reference to any unit costs already established in the Bid. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.

GENERAL CONDITIONS (Continued)

- 7.2 Notwithstanding the foregoing, the Authority shall have the right to terminate this Contract pursuant to the provisions of Section 9.2 herein should the Contractor and the Authority fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- 7.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

8. SUBCONTRACTORS:

- 8.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by Authority. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, close kin, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the Executive Director. Goods and services provided by subcontractors which are reimbursed by the Authority must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Authority.
- 8.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section 8. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 8.3 In the event that the Contractor employs a subcontractor, then Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the Authority by the Contractor and the Authority shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Authority have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.
- 8.4 If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other subcontractors that are MWBE and/or LDB certified.

GENERAL CONDITIONS (Continued)

9. DEFAULT AND TERMINATION:

9.1 In the event that:

- 9.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to Contractor, but whether or not Contractor shall have remedied any such failure); or
- 9.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
- 9.1.3 the Contractor's occupational or business license shall terminate or Contractor shall fail to provide Authority with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 9.1.4 the Contractor fails for any reason to provide the Authority with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 9.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 9.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 9.1.7 there is any assignment by the Contractor of this Contract or any of Contractor's rights and obligations hereunder for which the Authority has not consented in writing; or
- 9.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the Authority,

then, in its discretion, the Authority shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the Authority terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but Authority shall have the right to reduce by off-set any amounts owed to Contractor hereunder or under any other Contract or obligation by the amount of the Authority's damages and any amounts owed by Contractor to Authority), but Contractor shall not be compensated for any profits earned or claimed after the receipt of the Authority's notice of termination by default or after abandonment or wrongful termination. The Authority's

GENERAL CONDITIONS (Continued)

election to terminate or not to terminate this Contract in part or whole for Contractor's default shall in no way be construed to limit Authority's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 9.2 Notwithstanding anything else herein contained, the Authority may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the Authority, and shall settle all its claims and obligations under the Contract, as directed by the Authority. The Contractor shall be compensated by the Authority in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the Authority, with accurate records and data.

10. AUTHORITY'S AUTHORIZED REPRESENTATIVE:

During the term of this Contract, the Authority's Executive Director or designee may from time to time designate an individual to serve as Authority's Authorized Representative (AAR) (and an Assistant AAR designated to serve in that capacity in the absence of the AAR) who shall have such authority to act on the Authority's behalf as the Authority's Executive Director may from time to time actually delegate to such person, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

11. ASSIGNMENT:

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Authority's prior written consent, which consent may be granted or withheld in the Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Authority's prior written consent, the Authority shall be entitled to terminate this Contract pursuant to the provisions of Section 9 hereof.

12. NOTICES:

12.1 All notices or other writings which the Authority is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Bid. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Contractor, or three (3) days following submission to Contractor by U.S. Certified Mail.

12.2 All notices or other writings which the Contractor is required or permitted to give to the Authority may be hand delivered to the Executive Director, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day

GENERAL CONDITIONS (Continued)

delivery to Authority, or three (3) days following submission to Authority by U.S. Certified Mail. Any such notice shall be sent to:

The Greater Orlando Aviation Authority
ATTN: Executive Director
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

12.3 Either party may change its notice address by written notice to the other given as provided in this section.

13. NONDISCRIMINATION:

13.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

13.1.1 **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (herein after referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

13.1.2 **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

13.1.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

13.1.4 **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the Authority or the Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

GENERAL CONDITIONS (Continued)

13.1.5 **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such Contract Sanctions as it or the FAA may determine to be appropriate, including but not limited to:

13.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

13.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

13.1.6 **Incorporation of Provisions.** The Contractor shall include the provisions of subsections 13.1.1 through 13.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interest of the Authority and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13.2 The Contractor assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

14. COPYING DOCUMENTS:

Contractor hereby grants the Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Authority with or in connection with the Contractor's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS (Continued)

15. GENERAL PROVISIONS:

- 15.1 The Contract Documents consist of the Contract, the Bid Forms, the Instructions to Bidders, the Invitation for Bids, all Addenda issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addenda to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Bid Forms, (v) the Instructions to Bidders, (vi) the Specifications, and (vii) the Invitation.
- 15.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 15.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the Authority and/or its tenants, wherever situated on the Airport, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the Authority, the Contractor shall reimburse the Authority for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the Authority.
- 15.4 Contractor warrants to the Authority that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Authority, and the Contractor shall indemnify and save the Authority harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 15.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Florida. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
- 15.6 The section headings herein are for the convenience of the Authority and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

GENERAL CONDITIONS (Continued)

- 15.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 15.8 The delay or failure of the Authority at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 15.9 If the Authority shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the Authority in connection with such litigation for all trial and appellate proceedings. The Authority shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefor, and the expiration or earlier termination of this Contract.
- 15.10 The Authority shall have the right to recover from Contractor all of the Authority's costs and expenses incurred in investigating noncompliance with or enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 15.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the Authority. Contractor's and subcontractor's employees while in uniform shall not loiter in the public areas of the Airport.
- 15.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Authority in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the Authority, relating to security issues.
- 15.13 The Authority may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Contractor (provided, however, that in any emergency situation the Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the Authority so cures a default by the Contractor, all costs and expenses incurred by the Authority in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the Authority on demand.

GENERAL CONDITIONS (Continued)

- 15.14 Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the Authority for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the Authority, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between Authority and Contractor with respect to any employee of Contractor or of its subcontractors.
- 15.15 Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Authority's Executive Director or designee. Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Executive Director may require Contractor and subcontractors to provide other records the Executive Director, in his or her sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Contractor and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the Authority, Contractor shall forthwith, upon written demand from the

GENERAL CONDITIONS (Continued)

Authority, pay the Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Authority.

- 15.16 Contractor and subcontractors shall prepare and provide the Authority with all detailed reports as required under the Contract on a timely basis. The Authority reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 15.17 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 15.18 Time is of the essence for the performance of each of Contractor's obligations under this Contract.
- 15.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Florida or Authority holidays.
- 15.19 Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 15.20 Authority reserves the right to further develop, improve, repair and alter the airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.
- 15.21 Contractor and Authority hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 15.22 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the Authority or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The Authority shall have no liability to Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from Contractor in connection with this Contract.

GENERAL CONDITIONS (Continued)

- 15.23 The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance. This Provision obligates the Contractor or its assigns, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the Contractor for the longer of the following periods: (a) the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of a construction project, this Provision binds the Contractors from the Bid solicitation period through the completion of the Contract.
- 15.24 In the course of performing the Agreement work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Authority under this Agreement. The provisions of this Section 14.6 shall survive the expiration or earlier termination of the Agreement.

GENERAL CONDITIONS (Continued)

15.25 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLICRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to:

- 15.25.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service.
- 15.25.2 Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law.
- 15.25.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Authority.
- 15.25.4 Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.
- 15.25.5 If a Contractor does not comply with a public records request, the Authority shall enforce the Contract provisions in accordance with the Contract.

***** END OF GENERAL CONDITIONS *****

SPECIFICATIONS FOR

Table of LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES Contents

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Attachment "A":
Descriptive List (Estimated Quantities)

Maps 1 and 2:
Maps of Landside Terminal Landscape Service Areas (Non-Aviation Operational Areas)

SPECIFICATIONS

PART ONE - GENERAL

1.1 SCOPE OF WORK:

- 1.1.1 This Contract will be to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing the landside terminal landscape and irrigation maintenance services located at the Orlando International Airport in accordance with these Specifications.
- 1.1.2 The Contractor shall refer to Attachment "A" for descriptive inventory and map locations where the Contractor shall perform maintenance of the terminal landscape and irrigation systems for each year during the term of this Contract.

1.2 REGULATIONS:

- 1.2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 1.2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 1.2.3 Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The MSDS (Materials and Safety Data Sheets) shall be made available to all workers and Authority's representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- 1.2.4 During the performance of this Contract, Contractor shall keep current and, if requested by the Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

1.3 WORK HOURS:

- 1.3.1 Contractor shall normally perform work during Standard Work Hours which are between 7:30 a.m. and 3:30 p.m., Monday through Friday, excluding Authority's observed holidays. The Authority may require the Contractor to perform work during Non-standard Work Hours which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior approval of the AAR. Contractor shall advise AAR 48 hours in advance of its projected work schedule. Contractor shall perform no work during Authority observed holidays without the prior written permission of the AAR. The Contractor shall have a minimum of three (3), three (3) man-crews to perform detail work on a daily basis.

SPECIFICATIONS (Continued)

- 1.3.2 In the event an emergency condition is declared by the Authority's Executive Director, Deputy-Executive Director, Director of Maintenance or their respective designees, the Contractor will perform work during such hours as specified by the Authority.
- 1.3.3 The Contractor shall respond verbally by telephone to a written request by the AAR within twenty-four (24) hours of receiving the request, and shall commence on-site repair or replacement services within forty-eight (48) hours from the time AAR's written request is received by the Contractor.

1.4 CONTRACTOR'S PERSONNEL:

- 1.4.1 Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 1.4.2 Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.
- 1.4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- 1.4.4 Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Authority, if requested.
- 1.4.5 While working on airport property all Contractors' employees shall wear neat-appearing uniforms with the company name and/or logo of a style that complies with all legal requirements, including and without limitation, the requirements of OSHA. The uniform may either be pullover type T-shirt or button type shirt with company logo, and shall be approved in writing in advance by the Authority. All Contractors' employees shall prominently display identification badges on their uniforms at all time while at Orlando International Airport.
- 1.4.6 The On-site Supervisor/Manager assigned by the Contractor to fulfill its obligations, shall possess an Associates Degree in Horticulture Science related field, or equivalent education and training, and must have five (5) years experience in supervisory capacity involving projects, which demonstrate the experience and skill necessary to manage the work to be performed under the Contract. The On-site Supervisor/Manager and any replacement shall be subject to the Authority's prior written approval. The On-site Supervisor/Manager shall be responsible for assuring the Authority that the work being performed by the Contractor is in accordance with the Contract.

SPECIFICATIONS (Continued)

- 1.4.7 The On-site Supervisor/Manager shall represent the Contractor in the performance on the Contractor's obligations under the Contract, and all instruction and notices given by the Authority to the On-site Supervisor/Manager shall be as binding as if given to the Contractor, and all statements made by such On-site Supervisor/Manager and/or designee shall be as binding as if made by the Contractor. The Contractor's on-site supervisor/manager and/or designee shall be available to the Authority at any time in the event of an emergency condition is declared by the Authority's Executive Director, Director of Maintenance, or their designees.
 - 1.4.8 Contractor shall have qualified personnel, with at least three (3) years experience in irrigation maintenance and shall be knowledgeable of Rainbird irrigation equipment. Qualification of the Lead Irrigation Technicians shall be provided to the AAR for pre-approval. In addition, Contractor shall provide an irrigation crew of a minimum of two (2) full time irrigation technicians to work solely on the irrigation system.
 - 1.4.9 The Contractor shall have a Certified Pesticide Operator (CPO) licensed individual on-site to oversee all spraying operations and to monitor the Contract area for insects and diseases. Contractor shall provide a copy of current Certified Pesticide Operator's License to the AAR.
 - 1.4.10 The Contractor shall provide an Arborist licensed by the International Society of Arboriculture with a minimum of five (5) years experience in arboriculture to be on-site, to supervise the tree pruning process when such services are performed. The person designated as the on-site arborist, or any replacement, shall be subject to the Authority's approval.
 - 1.4.11 Contractor shall transfer promptly from the airport any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; but in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
 - 1.4.12 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent in charge of such articles.
 - 1.4.13 A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- 1.5 IDENTIFICATION AND ACCESS REQUIREMENT:
- 1.5.1 Contractor is required to conduct an employee background check, or require its subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a subcontractor for whom Contractor is required under

SPECIFICATIONS (Continued)

Section 1.5.7 below to sign the Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Authority. Each background check shall be performed to the following minimum requirements:

- 1.5.1.1 Each employee must provide a ten (10) year work history.
- 1.5.1.2 Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).
- 1.5.1.3 Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.
- 1.5.2 Contractor shall not present any Contractor Responsible Employee to the Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.
- 1.5.3 The Authority will issue, for a fee, as stated below in Sections 1.5.4 and 1.5.5, to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with Authority's guidelines. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Authority. The Contractor shall maintain, and shall require its subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to Authority, TSA, or such other entity as deemed appropriate by the Authority. The Contractor further agrees to perform, or require its subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

SPECIFICATIONS (Continued)

1.5.4 Fees Associated with Identification Badges

Security Background Check	\$11.00
New Issue	\$25.00
Renewal/Defaced	\$25.00
Name Change	\$25.00 (paid at time of issuance)
Addition	\$25.00 (i.e. adding company name, driver, etc.)
Deletion	\$25.00
Lost	\$50.00
Stolen	No Charge with proper documentation
Fingerprinting	\$27.00
AOA Vehicle Decal	\$25.00 per vehicle

1.5.5 Fees Associated with Keys

New Hard Key	\$10.00
Lost Hard Key	\$50.00

Note: No personal checks or credit card payments are accepted. Companies will be assessed a \$100.00 fee for each non-returned identification badge and key.

1.5.6 Contractor must maintain all information described above for a period of three years following expiration of this Contract. Such information is subject to audit by the Authority and must be sufficient in scope and detail to permit verification of compliance by Authority audit. Actual damages to the Authority resulting from a breach by Contractor of its obligations hereunder will be difficult or impossible to determine. As a result, Authority shall be entitled to recover liquidated damages of \$250.00 for every Contractor Responsible Employee presented to the Authority for access control badging (a) for whom the above background check has not been completely and accurately performed, or (b) who should not have been presented per the above guidelines. The amount payable hereunder by Contractor is not a penalty, is in addition to any access control badging application fee paid by the employee and is payable whether or not such employee is issued an access control badge by the Authority.

1.5.7 Contractor must co-sign with the subcontractor all badge applications for any employee of a temporary employment agency engaged as a subcontractor to provide personnel to Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the Authority's AAR for prior approval of such employee, a contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

1.6 ITEMS PROVIDED BY THE AUTHORITY:

1.6.1 The Authority will supply the Contractor with water needed by the Contractor to perform its maintenance obligations. Authority will designate location of accessible water supply. The Authority will provide circuit cards for irrigation controllers as required.

SPECIFICATIONS (Continued)

- 1.6.2 The Authority will provide the Contractor, at no cost to the Contractor with employee parking in such a location as the Authority shall determine at its sole discretion.

1.7 TOOLS AND EQUIPMENT:

- 1.7.1 The Contractor's tools and equipment shall be in good state of repair, safe to use, and shall be used in the manner in which they were intended. All tools and equipment shall be maintained by Contractor in good working order and in first class appearance. Contractor cannot park any vehicle or equipment when not in use on any work area where such vehicle or equipment will be visible to the public. Any vehicle or equipment that becomes inoperative or that ceases to work properly must be removed from the work area immediately.

- 1.7.2 Contractor shall be responsible for providing all equipment required for performing the mowing, edging, trimming, weeding, tree pruning including, but not limited to, proper safety equipment, cherry picker, ladders, chainsaws, and hand pruners.

1.7.3 Equipment Inspection

The Authority shall have the right, but not the obligation, at any time to examine all equipment, vehicles, spray apparatus, tools, materials and supplies used by the Contractor, or by its officers, subcontractors and agents in the performance of the Contractor's obligations under the Contract. If Authority determines that any such item is unsafe or not in good working condition, the Authority has the right to direct the Contractor to remove it from service and repair or replace promptly.

1.7.4 Communication Equipment:

- 1.7.3.1 The Contractor, at its sole expense, shall provide a minimum of four (4) cell phone communication devices. Communication shall be provided for the Contractor's On-site Supervisor/Manager and Lead Irrigation Technician.

- 1.7.5 The Contractor, at its sole expense, shall provide at a minimum the following equipment for its irrigation personnel:

- 1.7.5.1 Vehicle(s)

- 1.7.5.2 Remote Bird (TRC2 remote transmitter 32 station model #01900) or transmitter/receiver compatible with Rainbird system.

- 1.7.5.1.1 #521 cable locator

- 1.7.5.1.2 Ground fault locator

- 1.7.5.1.3 Ohm Meter

- 1.7.5.1.4 Portable Water Pump

1.8 QUALITY ASSURANCE:

The Contractor shall be in the business of landscaping with at least three (3) years of documented experience and duly licensed to operate in the state of Florida. The Contractor's staff shall be competent and trained in landscape arts.

SPECIFICATIONS (Continued)

PART TWO – PRODUCTS

2.1 ANNUALS:

Contractor shall be responsible for furnishing, installing, and maintaining approximately 42,500 four-inch (4") pot size annuals four (4) times per year and as requested by the AAR throughout landscape areas around the Terminal and Roadways as specified on the attached Map 1 and Map 2. If annual plantings fail due to lack of or improper maintenance, the Contractor shall be responsible for replacing such plants/materials at Contractor's expense. Contractor shall be responsible for adding and/or mixing soil to annual beds between plantings due to natural attrition. The Contractor shall ensure proper drainage in all maintained areas in order to prevent plant failure.

2.2 REPLACEMENT OF PLANT MATERIAL:

2.2.1 Contractor shall be responsible for replacing, at no cost to Authority, any plant materials that die or are damaged beyond acceptable condition as a result of improper or negligent maintenance practices. Replacement plant material shall be identical to original plant material and must be approved by the AAR prior to replacement.

2.2.2 In the event plant materials die or are damaged beyond an acceptable condition, as determined by the Authority, due to no fault of the Contractor (i.e. vehicle damage, vandalism, act of God, etc.) the AAR may request a proposal from the Contractor to replace the unacceptable plant material based on the unit plant prices and the additional work hourly labor rate provided in the bid form section of the Contract. The Contractor shall include in its proposal price any cost that may be incurred in the installation of the material including, but not limited to, the removal of the unacceptable material, delivery, prep work, installation, and supplemental watering.

2.2.3 The AAR must approve all plant material. Upon installation of the plant material, the Contractor accepts full responsibility for the survivability of the replacement plant material.

2.2.4 Contractor shall maintain all staking, guying, flag ribbons, etc., on newly installed plant materials in sound structural and supporting integrity and shall remove all staking and guying, flag ribbons, etc. as directed by the AAR.

2.2.5 The Contractor shall upon removal of any plant, tree, shrub, or other landscape material, leave the affected area in a safe and hazard free condition. This shall include any hazard warning or barrier system required to temporarily provide safety measures until permanent repairs are complete.

PART THREE - EXECUTION

3.1 PERFORMANCE REQUIREMENTS:

3.1.1 Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

SPECIFICATIONS (Continued)

- 3.1.2 Contractor's personnel shall perform Work in a neat and professional manner, and in compliance with all Federal, State, and City of Orlando regulations and ANSI specs. OSHA rules and regulations shall be followed at all times.
- 3.1.3 Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- 3.1.4 Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Authority's property. The Contractor shall also be responsible for the cleanup and any costs incurred for incidents caused by the Contractor.
- 3.1.5 Appropriate safety gear, including but not limited to, safety vests when working near roadways, approved sign structures warning vehicular traffic as defined by Florida Department of Transportation - Maintenance of Traffic (FDOT-MOT), and an appropriate fall protection system as required by Occupational Safety and Health Administration (OSHA), when working on balconies, shall be provided by the Contractor to all employees as necessary.
- 3.1.6 Contractor shall be responsible for cleanup and removal of storm caused debris unless the damage is directly caused by a hurricane, irrigation problems or tropical storm that is individually named by the National Weather Service or by a tornado that has been confirmed by the National Weather Service.
- 3.1.7 Contractor shall report all damage, vandalism, irrigation problems, or unsafe conditions to the AAR immediately.
- 3.1.8 Contractor shall advise the Authority immediately, by phone and follow-up written e-mail, of any defect or condition which may adversely affect the Contract work, including any defect or condition which is not covered under the scope of the Contract.
- 3.1.9 The annual beds provided by the Contractor shall have a minimum of 3" top layer of existing soil removed from each bed once per year or as directed by the AAR. The Contractor shall top dress the annual beds with a 4" layer of new planting soil.
- 3.1.10 Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

3.2 IRRIGATION:

The Contractor shall be responsible for all irrigation parts and irrigation maintenance of all main lines 8" diameter and below. All irrigation parts and repair/maintenance to the Authority's irrigation system shall adhere to GOAA spec #02810. Suitable substitutions may be accepted by the AAR.

- 3.2.1 During the Contract term, including any extension, the Contractor shall be responsible for monitoring of and maintenance to the Authority's irrigation system to assure that all areas are watered in accordance with good horticultural practices. Prudent judgment shall be used when watering to prevent spray water from hitting vehicular and pedestrian traffic. At the discretion of the Authority, irrigation may be

SPECIFICATIONS (Continued)

suspended temporarily during high winds, freezing or any adverse conditions caused by such sprinkling. Should changes to the irrigation system computer program be desired, the Contractor shall submit a written request for these changes to the Authority for review, approval and implementation. Programming changes to the irrigation system computer shall be the responsibility of the Authority. The Authority intends to repair any problems with the irrigation system computer programming within 48 hours.

- 3.2.2 The Contractor shall make repairs to the Irrigation System within a 24 hour time period after notice from the Authority or as directed by the AAR.
- 3.2.3 The Contractor shall be responsible for the routine maintenance of the irrigation system by manually and electronically operating each electrical valve for each zone in the irrigation system and monitoring all the items as specified below. Maintenance shall be performed one time per month, and includes, but is not limited to:
 - 3.2.3.1 Adjusting and repairing all heads for proper operation and direction for 100% coverage and to ensure that they do not spray into or across roadways, walkways, or any other vehicular or pedestrian areas. All heads shall be adjusted to accommodate for plant and turf growth that may hinder the operation of the sprinkler heads.
 - 3.2.3.2 All zone lines (all lines downstream of electrical valves) eight inch (8") or under that are leaking or broken shall be repaired in a timely manner to prevent washout and contamination of lines or leaks. All restoration of landscape shall be performed promptly.
 - 3.2.3.3 Electrical valves, quick couplers, air relief valves and gate valves (12" or less) shall be repaired or replaced within 48 hours or as directed by the AAR.
 - 3.2.3.4 All main lines (pressurized) that are broken or damaged shall be shut off or isolated immediately. Main lines 8" or less in diameter shall be repaired or replaced by Contractor within 24 hours or as directed by the AAR. The Contractor shall promptly report to the AAR any damage or problem relating to any pressurized main line, which is greater than 8" in diameter. Repairs to lines greater than 8" in diameter shall be submitted to the AAR for approval prior to work being completed.
 - 3.2.3.5 All boxes pertaining to irrigation system (Cla-Val or electric valves, quick couplers, air relief valves, gate valves, etc.) shall be maintained in a manner that is easily accessible, highly visible, at a proper height, and in a safe condition. All steel gate valve box lids shall be kept painted purple for reclamation water. Lids are to be re-labeled as necessary to remain legible.
 - 3.2.3.6 Controllers shall be maintained in a manner to ensure safety, easy access, and shall be kept clear at a minimum of 18" around the pedestal. Lids to controller and pin connectors for Remote Bird shall remain closed and locked when unattended. Controllers shall remain in control of system with correct times maintained unless approved by the AAR. Any labels on controller shall remain legible. Pest control of the control boxes shall be performed by means of placement of mothballs in each controller, unless otherwise approved by the AAR.

SPECIFICATIONS (Continued)

- 3.2.3.7 Contractor shall be responsible for any supplemental watering of newly planted or existing landscape material.
- 3.2.3.8 The Contractor shall provide, on a monthly basis, a daily log of the maintenance performed on the irrigation system, including parts used, repairs made, valves and controllers completed by identification numbers or letters.
- 3.2.3.9 Contractor shall repair all zone irrigation lines with Uniweld Turf Tite 2400 blue professional grade PVC plastic pipe cement or equivalent to be approved by the AAR. Prior to applying glue, Contractor shall repair pipe using Uniweld 8700 purple primer or equivalent to be approved by the AAR.
- 3.2.4 If the irrigation system is damaged as the result of Contractor's maintenance activities or failure to provide proper maintenance, the Contractor shall be responsible for all parts, materials and labor to promptly perform repair to Authority's satisfaction. The Contractor shall be responsible for maintaining proper elevation on all irrigation system components so as to prevent damage by maintenance activities and/or vehicles.
- 3.2.5 The Contractor shall selectively hand water all areas necessary, or as instructed by the Authority, in order to maintain vigorous, healthy plant life.
- 3.2.6 The total number of irrigation zones are seventy-five (75) irrigation satellite controllers, 1,186 irrigation valves (zones), and 6 Cluster Control Units (CCU).

3.3 MOWING:

- 3.3.1 Subject to adjustments for unusual weather or growing conditions, mowing of the St. Augustine and Bahia turf areas will be completed no less than once every seven (7) days from April 1st through October 31st, and no less than once every fourteen (14) days from November 1st through March 31st, for approximately forty-two (42) mowing cycles per year and approximately one hundred twenty-six (126) mowing cycles through the three (3) year base term of the Contract, with exception of the Northfield which will be completed no less than once every fifteen (15) days, for approximately twenty four (24) mowing cycles per year and approximately seventy two (72) mowing cycles through the three (3) year base term of the Contract.
 - 3.3.1.1 All St. Augustine turf shall be mowed using rotary mowers to a commercial finish height of 3.5" to 4"; Bahia shall be mowed to a finish height of 4" to 5".
 - 3.3.1.2 Mowing excessively wet areas shall be avoided. No turf areas are to be line trimmed unless authorized by the Authority. Areas where large mowers are not practical or would damage property must be mowed using small walk -behind equipment.
 - 3.3.1.3 No gouges or scalping of turf will be allowed. Contractor shall ensure that all mower blades are kept sharpened at all times. Damaged or uneven surfaces, washouts or unsafe areas will be reported to Authority promptly. Contractor shall periodically alter mowing patterns to avoid rutting.

SPECIFICATIONS (Continued)

- 3.3.1.4 Contractor shall employ preventative methods to avoid thatch buildup (a spongy buildup of dead and living grass, shoots, stems and roots). Should for any reasons a sizable thatch layer of 1" to 2" or greater develop; the Contractor shall be responsible for its removal. Thatch removal shall be performed during March through August when the turf is rapidly growing. Related costs shall be included in the mowing Unit Prices.
 - 3.3.2 Mowing around water structures, lakes, canals, drainage ditches, etc., shall be to water's edge at time of each mowing. Grass clippings must be prevented from entering retention ponds and water structures. Mowing shall be performed to a natural boundary, fence, road or curb. Water levels are likely to fluctuate during the term of the Contract. If operating equipment near water's edge is unsafe, Contractor shall be required to line trim down to water's edge. Mowing over litter or debris will not be allowed. Each area must be policed prior to mowing.
 - 3.3.3 Areas to be mowed are in and around public thoroughfares. Pedestrian and vehicular traffic exists throughout all areas to be maintained by Contractor. The safety and convenience of the public is of paramount importance in the execution of the Contractor's obligations under the Contract. The Contractor shall not compromise public safety nor allow any condition that will endanger or inconvenience the public in the performance of its obligations under the Contract.
 - 3.3.4 Areas including curbs, gutters, walks, roads, and fence lines shall be raked, blown, vacuumed and/or cleaned of excess clippings leaves, sticks, twigs, palm fronds, or any other debris on each maintenance day.
- 3.4 **EDGING AND TRIMMING:**
- 3.4.1 Contractor shall trim and properly edge all shrub, groundcover, and flowerbeds as well as tree rings, curbs, walls, sidewalks, etc., and remove clippings. Trimming and edging shall be executed at every mowing cycle. Damage to property or existing vegetation by improper trimming or edging shall be promptly repaired or replaced at Contractor's expense.
 - 3.4.2 Mechanical blade type edgers will be used to vertically cut grass surfaces along curbs and bed lines to maintain a clean sharp appearance at all time. Edger blades shall be kept sharpened at all time.
 - 3.4.3 In addition to edged surfaces, all other structures such as fire hydrants, sign bases, light pole bases, columns, tree braces, fences, guardrails, drainage structures, etc., shall be trimmed each mowing cycle.
 - 3.4.4 Grounds, sidewalks, and other affected surfaces, shall be raked and cleaned of clippings, leaves, sticks, twigs, and all litter each maintenance day or as needed. Materials cleaned from grounds shall be disposed of each day in a Contractor provided container and disposal in accordance with Section 3.10.
- 3.5 **WEEDING:**
- 3.5.1 Weeding shall consist of removal of weeds, undesirable grasses, or any extraneous plants. Weed control shall be performed once every ten (10) days to ensure that all areas are free of weeds following each maintenance cycle.

SPECIFICATIONS (Continued)

- 3.5.2 Contractor shall use herbicides required for and recommended for the control of the type of weeds encountered in lawns, landscape beds, roadways and paved areas, and drainage ditches and inlets. The manufacturer's written instructions shall be strictly adhered to for application rates, etc. Contractor shall control weeds in all lawn areas as necessary and in compliance with all applicable laws and proper horticultural practices. Weed control by hand/or spraying shall continue through the year as required and as specified by the AAR.
- 3.5.3 Before any herbicides are used on the project site, Contractor shall notify the AAR the types to be used, application rates, application schedule and particulars with reference to chemical composition.
- 3.5.4 Contractor shall inspect all lawn areas each maintenance cycle for weed problems. Upon confirmation of a specific problem requiring treatment, herbicides shall be applied as needed on a spot treatment basis.
- 3.5.5 Contractor shall inspect lawns, beds, and other landscape surface areas and repair all depressions, wash-outs, or other defects within the surfaces and systems of these areas.
- 3.5.6 Landscape plant beds and Garage planters shall be weeded by hand as required. Weed control by hand and/or spraying shall be continuous through the Contract term.
- 3.5.7 Contractor shall remove all vegetation at cracks, joints, gutters, and inlets, in retaining walls, roadway medians and in concrete and asphalt pavement surfaces within the project area as required each cycle.
- 3.5.8 Contractor is responsible for keeping drainage ditches and inlets within the landscape contract area free of nuisance weed species and other debris to assure proper drainage and to keep the landscape aesthetically pleasing. Contractor may remove nuisance species manually or mechanically.

3.6 PRUNING:

Shrubs and Groundcover

- 3.6.1 Contractor shall prune, thin, and trim all shrubs and groundcover at least once every other month or as directed by the AAR to keep plant material healthy, to maintain the natural character of the species, to control shape and to prevent overcrowding. Pruning in general consists of the removal of dead, dying, broken, fungus infected, and insect infested and superfluous landscape material.
- 3.6.2 Vines and groundcover plants shall require periodic cutting to encourage lateral growth.
- 3.6.3 All lawn and shrub areas damaged by pruning equipment shall be promptly restored at Contractor's expense.
- 3.6.4 Pruning may be required from time to time to remove branches damaged by storms or vehicles, nuisance growth that obstructs vision, traffic signage, vehicle traffic, walks, lighting, and tramways.

SPECIFICATIONS (Continued)

Palms

- 3.6.5 A complete pruning of all safely accessible palms, except for Washingtonian palms, identified in the Contract area shall be performed two (2) times per year. Additional pruning may be required as directed by the AAR.
- 3.6.6 Palm pruning shall also be performed on palm fronds, fruit or loose petioles, dangerous thorns, spikes or appendages when they create a potential hazardous or dangerous condition to all tramways, roadways, walkways, cooling towers, signage, security cameras, lines of sight, and/or for similar reasons.
- 3.6.7 Fronds shall be severed close to the petiole base without damaging trunk tissue. Live healthy fronds, initiating at an angle of 45° or greater from the horizontal plane should not be removed.
- 3.6.8 Palm peeling (shaving) shall consist of the removal of the dead frond cases only at the point they make contact with the trunk without damaging living trunk tissue. Palm petioles shall be pruned to create a "pineapple" shape at the palm head. Should booted palms begin to deteriorate and loosen or cause excessive debris or develop an unkempt appearance, they shall be shaved off to achieve a clean appearance.
- 3.6.9 Phoenix canariensis palms will have dead or deficient fronds and seed heads removed as needed or as directed by the AAR.
- 3.6.10 Washingtonian palms shall be pruned and shaved as directed by the AAR and as listed on Pages BF-17, BF-22, and BF-27.

Tree Pruning

- 3.6.11 Contractor shall perform a pruning of trees in the Contract areas one (1) times per year. Contractor shall prune only during the proper time of season for each species or as directed by the AAR. In general, pruning shall consist of the pruning (Class 1), standard pruning (Class 2), hazards pruning (Class 3), and crown reduction pruning (Class 4) as defined by the National Arborist Association Standards. Contractor shall follow guidelines set by the American National Standards Institute for Tree Care Operation.
- 3.6.12 Contractor shall be responsible for all equipment required for performing the tree pruning including, but not limited to, proper safety equipment, cherry picker, ladders, chainsaws, handsaws, and hand pruners.
- 3.6.13 The Contractor shall prune from time to time to remove potential hazards to pedestrians, remove branches damaged during storms or vehicles, nuisance growth that obstruct vision, traffic signage, or vehicle traffic. Trees shall also be pruned if they are blocking lines of sight, lighting or walks, or interfering with tramways.
- 3.6.14 All cuts shall be made as close as possible to the trunk or parent limb without cutting the branch collar or leaving a protruding stub. Bark at the edge of all pruning cuts shall remain firmly attached.
- 3.6.15 All branches too large to support with one hand shall be precut to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment shall be used to lower large branches or stubs to the ground.

SPECIFICATIONS (Continued)

- 3.6.16 Old injuries shall be inspected. Those not closing properly and where the callus growth is not already completely established shall be bark traced if the bark appears loose or damaged. Such tracing shall not penetrate the xylem (sapwood) and margins shall be kept rounded.
- 3.6.17 Equipment that will damage the bark and cambium layer shall not be used on or in the tree. Sharp tools shall be used so that a clean cut shall be made at all time.
- 3.6.18 All cuts shall be removed from the crown upon completion of the pruning.
- 3.6.19 Trees susceptible to serious infectious diseases shall be pruned at the time of year during which the pathogens causing the diseases or the insect vectors are most active. If pruning wounds may attract harmful insects, pruning shall be timed so as to avoid insect infestation.
- 3.6.20 Contractor shall remove the weaker or less desirable of crossed or rubbing branches. Such removal, if possible, shall not leave large open spaces in the general outline of the tree.
- 3.6.21 Where practical all visible girdling roots shall be treated as follows:
 - 3.6.22.1 Cut root at either end, or
 - 3.6.22.2 Sever root in center with a chisel and allow growing tree to push away, or
 - 3.6.22.3 Remove section of root
- 3.6.23 The presence of any disease condition, fungus fruit bodies, decayed trunk or branches, split crotches or branches, cracks or other structural weakness shall be reported immediately in writing to the AAR and corrective measures taken.
- 3.6.24 In crown reduction pruning not more than one-third of the total area shall be reduced in a single pruning. Every effort shall be made to cut back to a lateral at least one-third to one-half the diameter of the parent limb or leader that is being removed.
- 3.6.25 Trees shall be pruned to a shape typical of their species.
- 3.6.26 To prevent sunburn on thin barked trees, only enough limbs shall be removed to get the desired effect without admitting too much sunlight to the trunk of the tree or the top of large branches.
- 3.6.27 When removing the lower branches of trees from crown elevation or under clearance, care shall be taken to maintain a symmetrical appearance, and cuts shall not be made so large or numerous that they will prevent normal sap flow.
- 3.6.28 Periodic crown reduction shall be performed to maintain safety. Cuts should be made when branches are small to avoid developing stem decay and to begin training trees when they are young. Trees shall be pruned regularly to avoid removing an excessive amount of leaf surface in any one pruning cycle.
- 3.6.29 Any damage to the trunk of a tree shall be cared for within one week using proper arboriculture techniques to assure proper callusing. The AAR is to be notified in writing of any damage caused to any tree in the contract areas.

SPECIFICATIONS (Continued)

- 3.6.30 If any damage is unsightly or causes death to a tree as a result of carelessness by the Contractor or its subcontractor, the Contractor shall, at its sole expense, replace and install a tree of the same variety to be approved by the AAR.
- 3.6.31 Contractor shall be responsible for cutting down and removing dead trees as required. Stumps will be cut as close to the ground as possible and stumps shall be grounded down flush to the ground and the made into a safe condition.

3.7 FERTILIZATION:

- 3.7.1 The Contractor shall provide Authority with a complete fertilization program prior to application of any product. The program shall include information on what products are to be used for each type plant material, application rates, and methods of application, recommended times for application and any other information deemed necessary or informative. A copy of the fertilization schedule shall be made available to the AAR at the start of the Contract. Contractor shall ensure that the automatic irrigation system is operational during fertilization application to avoid burn. Contractor shall be responsible for any damages. Any plant material damaged by over fertilizing or by the use of an incorrect type of fertilizer shall be replaced within one (1) week of the damage at Contractor's expense.
- 3.7.2 Contractor shall provide the AAR with soil analysis reports from representative turf and bed areas twice (2) per year to determine fertilizer composition and if soil additives are required. Contractor shall be responsible for purchasing and applying any and all soil conditioners required. Testing shall be conducted at initial startup of Contract and every six (6) months thereafter. Testing shall include analysis of PH, major and minor elements, fertility, drainage report, and sand fraction analysis with recommendations.
- 3.7.3 The fertilizer applied for St. Augustine grass or Bahia grass shall be a commercial grade with 50% of available nitrogen in slow release form with an organic based carrier produced and recommended for use on each turf type. All fertilizer shall be of uniform consistency. Fertilizer shall be kept in a free flowing condition at all times for equal distribution. Fertilizer shall be delivered in unopened bags or containers and fully labeled with the manufacturers' analysis. Fertilizer, which has become damp or caked, is not acceptable for use. All turf areas shall be fertilized three (3) times per year minimum (early spring, summer, and fall). Application shall proceed continuously once begun until all areas have been completed. There shall be a minimum of one pound of nitrogen per 1,000 square feet per application. Supplemental liquid fertilization applications may be required to green up off colored turf areas. Small areas of turf adjacent to paved areas shall have fertilizer applied with a drop spreader to prevent fertilizer from being thrown on hard surfaces. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.
- 3.7.4 The fertilizer for all trees, palms, shrubs and groundcover shall be a commercial grade with 50% of available nitrogen in slow release form with an organic based carrier and a complete minor elements package as determined by soil tests.

SPECIFICATIONS (Continued)

3.7.5 Trees shall be fertilized in spring, and early fall, in the following amounts:

<u>Caliper (Diameter)</u>	<u>Pound of Fertilizer</u>
2"	3
3"	6
4"	10
5"	15
6" or more	4 lbs. per inch of diameter

3.7.6 Contractor shall spread the fertilizer under foliage canopy. Note - Contractor shall alert the AAR seven (7) days in advance of fertilization of any and all of the project site work areas.

3.7.7 All shrubs and groundcover shall be fertilized by spreading over beds in early spring, late spring, summer and late fall at the following rate:

(1 1/2 to 3 lbs. per 100 square feet)

3.7.8 Palms shall be fertilized during April and September. The palm fertilizer shall be broadcast under foliage canopy at the rate of 1 lb. per inch of palm trunk diameter.

3.7.9 Canary Date Palms (specimen) require supplemental fertilization with minor elements including magnesium, sulfur, and trace amounts of zinc, copper and boron.

3.8 DISEASE AND INSECT CONTROL:

3.8.1 Contractor shall be responsible to safeguard all users, pedestrians, automobiles, and restricted areas, which may be affected by disease and insect infestation. All necessary barriers shall be Contractor's responsibility (i.e. acquisition, erection and removal). The primary spray technician shall be a limited certification holder from the State of Florida Department of Agriculture and Consumer Services, with a minimum of three (3) years spray experience on a project of similar scope and size, and shall be pre-approved by the AAR.

3.8.2 Contractor shall notify the AAR in written e-mail prior to any chemical spraying. The written e-mail shall include, date, time, location, and type of spraying operation to be performed.

3.8.3 Upon identification and confirmation of a disease or insect problem requiring treatment, the proper pesticide or pesticides shall be applied as needed on a spot treatment basis, using the least toxic effective pesticide to control the infection or infestation on a monthly basis (twelve times per year). At any time during the term of the Contract the AAR feels the Contractor does not have a disease or insect problem under control, the AAR can require the Contractor to solicit expert's advice from a horticultural consultant at the Contractor's expense.

3.8.4 Contractor shall maintain a preventative program for all palms including treatment for palm weevils at a minimum of two times per year, excluding Sabal Palms.

3.8.5 Damage to plant material due to improper spray application or lack of pest control shall result in replacement of that material at Contractor's expense.

SPECIFICATIONS (Continued)

3.9 PINE BARK AND PINE STRAW:

- 3.9.1 All plant beds and tree rings shall have a 3" layer of top grade pine bark maintained by Contractor. Pine bark shall be replaced by Contractor to proper depth two (2) times per year or when found necessary by the AAR. Pine bark will be placed and completed within forty-five (45) days of the specific order. Pine bark samples will be provided to Authority for approval prior to placement. All pine bark used by the Contractor shall be weed, seed and pest free, including free of fire ants.
- 3.9.2 All planting beds, tree rings and slopes designated for pine straw shall have a 3" layer of cleaned pine straw replenished two (2) times per year or when deemed necessary by the AAR.
- 3.9.3 Any damage caused to landscape areas during the installation of pine bark, pine straw, soils or sand shall be repaired by the Contractor at Contractor's cost.

3.10 TRASH AND DEBRIS REMOVAL:

- 3.10.1 During the progress of the work specified herein, the Contractor shall keep the premises, including walkways and roadways, garage planters, A & B Side Garage Courtyards, and roadway drains, free from accumulations of waste materials, and other debris resulting from the work, including human discarded trash and litter. At the completion of daily work, the Contractor shall remove all waste materials, and debris from and about the premises as well as all tools, equipment, and surplus materials, and leave the site clean and ready for occupancy by the Authority.
- 3.10.2 Collected debris from mowing shall be disposed of each day in a Contractor provided container. All weeds and refuse shall be removed from the site the same day. All branches and cuttings shall be removed from the job site at time of pruning and disposed of each day in Contractor provided container. The Contractor shall dispose of all debris offsite and according to applicable laws and regulations. No unauthorized dumping on site will be allowed.
- 3.10.3 Contractor shall have a dedicated technician to maintain and remove debris in the planters and Court Yards on a daily schedule at the A and B Parking garages and any man made trash/litter from all landscaped areas covered under this Contract.

3.11 ADDITIONAL WORK:

- 3.11.1 "Additional Work" shall refer to those repairs and/or parts replacement required as a result of vandalism or damage to equipment caused by third parties. In the event that the damage or wear cannot clearly be attributed to vandalism or third-party causes, the AAR shall make the final determination.
- 3.11.2 "Additional Work" shall also refer to irrigation repairs on all lines above eight (8) inches in diameter plus parts, and the removal / disposal of dead trees and vegetative debris directly caused by storm damage of a hurricane, tropical storm or by a tornado that has been confirmed by the National Weather Service.
- 3.11.3 "Additional Work" shall be performed only upon written authorization of the AAR or designee.

SPECIFICATIONS (Continued)

3.12 LIGHTING:

The Contractor shall keep all landscape accent lighting free of debris including, but not limited to, grass clippings, pine bark and pine straw, soil and insects. Contractor shall be responsible for readjusting any lights knocked out of adjustment due to maintenance and for any damages to the lighting caused by the Contractor.

3.13 INSPECTION AND APPROVAL:

Upon completion, the AAR will inspect areas where work has been performed. The Contractor shall provide daily work sheets stating area where work was accomplished, name(s) of personnel and hours worked. The AAR shall sign off the daily work ticket when work is satisfactorily completed. Contractor must correct deficiencies noted during inspection within seven (7) working days following receipt of written notice of such deficiency.

3.14 USE OF PREMISES:

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials and debris from and about the premises, as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the Authority.

3.15 SAFETY AND PROTECTION:

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any and all work performed. The Contractor shall be solely responsible for compliance with all safety regulations, Federal, State, and local laws or regulations, including but not limited to OSHA, Environmental Protection Agency (EPA), FDOT-MOT, or other agency requirements and take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

***** END OF SPECIFICATIONS *****

**ATTACHMENT "A"
DESCRIPTIVE INVENTORY / (ESTIMATED QUANTITIES)**

MAP PAGE 1 - NON SECURE AREAS

Cargo Road, Casa Verde Road, Canal Road, B52- Park

Cargo Road to Heintzelmen Blvd/CEF Bldg. / Old Delta Cargo Bldg./Purchasing/Casa Verde Road /Hanger Blvd. /Canal Road & B52 Park

TURF	
ST. Augustine	82 Acres
Bahia	48 Acres

SHRUBS/ GROUND COVER	ESTIMATED QUANTITY
Agapanthus	49
Anise	56
Azalea	840
Aztec Liropec	470
Bougainvillea	160
Buford Holly	740
Camellia Japonica	0
Cast Iron Plant	1,720
Cavendish Banana	15
Confederate Jasmine	50
Coontie	485
Cord Grass	75
Creeping Fig	90
Crinum Lily	80
Croton	40
Day Lily	0
Dwarf Oleander	95
Downy Jasmine	300
English Ivy	800
Fakahatchee	895
Gardenia	0
Hibiscus	600
Indian Hawthorn	3,730
Ixoria	0
Jasmine	760
Juniper	60
Lilly Of The Nile	442
Liriope	700
Loropetalum	762
Nandina	15
Oleander	468
Oleander (Dwarf)	40
Pampas Grass	86
Photinia	0
Pittosporum	284
Plumbago	675
Podocarpus	287
Schefflera (variegated)	78
Simpsons Stopper	226
Rose (Ground)	18
Rose (Knockout)	6

DESCRIPTIVE INVENTORY / (ESTIMATED QUANTITIES)

MAP PAGE 1 - NON SECURE AREAS (Continuation)

SHRUBS/ GROUND COVER	ESTIMATED QUANTITY
Split leaf Philodendron	237
Thyrallis	30
Torulosa	2
Viburnum	2,045
Zamia	385
TREES	ESTIMATED QUANTITY
Bald Cypress	12
Bamboo Cluster	1
Banana(cluster)	25
Bottle Brush	8
Chickasaw Plum	9
China Berry	0
Citrus	0
Crepe Myrtle	465
Cyprus	17
Flowering Dogwood	0
Holly Tree	8
Ligustrum	124
Magnolia	28
Maple	20
Oak	48
Pine	604
Sweetgum	20
Sycamore	17
Tabebuia	2
PALM TREES	ESTIMATED QUANTITY
Bald Cypress	17
Bamboo Palm	2
Chinese Fan Palm	40
European Fan Palm	1
King Sago	0
Queen Sago	0
Needle Palm	15
Palmetto Cluster	483
Phoenix Canariensis	8
Phoenix Reclinata	1
Pindo Palm	10
Queen Palm	12
Sable Palm	498
Sago Cycas	10
Washingtonian Palm	18

DESCRIPTIVE INVENTORY / (ESTIMATED QUANTITIES)

MAP PAGE 2 - NON SECURE AREAS

Terminal Area

South of North Cross Field Taxiway (Juliet) and Terminal to South Cross field Taxiway (Echo) and North end of South Access Rd.

TURF	
St. Augustine	63.5 ACRES

SHRUBS/ GROUND COVER	ESTIMATED QUANTITY
Alocasia	72
Anise	1,408
Arboricola	8
Asparagus Fern	0
Azalea	680
Aztec Liriope	2,073
Boston Fern	179
Bougainvillea	1,009
Bromeliad	0
Canna Lilly	0
Cast Iron Plant	3,250
Claria	75
Cord Grass	4,021
Creeping Fig	385
Crinum Lily	593
Croton	650
Day Lily	0
Downy Jasmine	607
Dwarf Buford Holly	20
Dwarf Fakahatchee	483
Fakahatchee Grass	3,316
Fire Bush	1,408
Fountain Grass(Red)	400
Ginger	234
Heliconia	80
Helix Ivy	1,031
Hibiscus	619
Holly Fern	98
Indian Hawthorn	3,769
Iris (Blue Flag)	195
Iris (Yellow)	0
Jasmine (Asian)	1,206
Jasmine (Carolina)	23
Jasmine (Confederate)	1,280
Jasmine (Minima)	384
Jasmine (Wax)	1,058

DESCRIPTIVE INVENTORY / (ESTIMATED QUANTITIES)

MAP PAGE 2 - NON SECURE AREAS (Continuation)

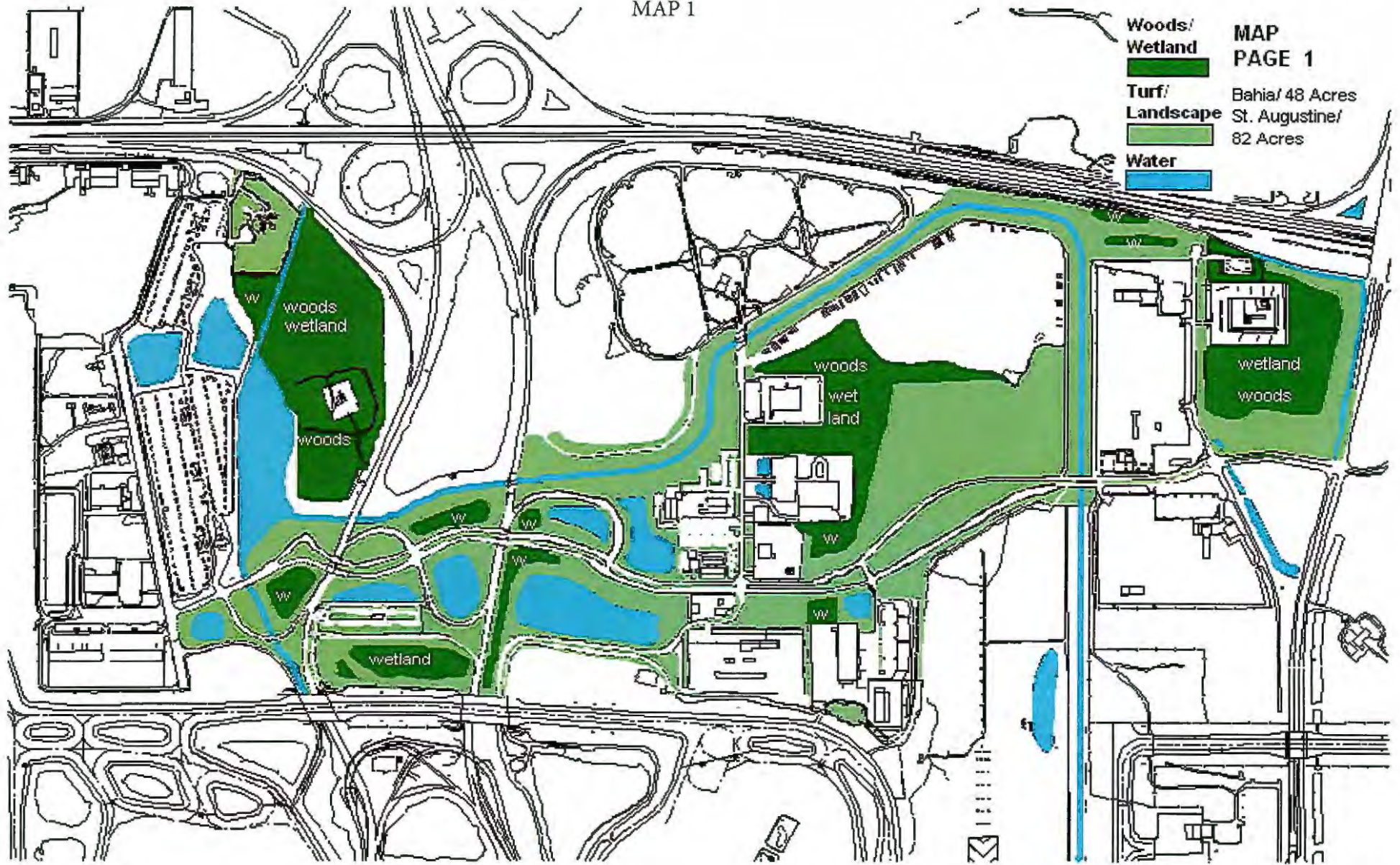
SHRUBS/ GROUND COVER	ESTIMATED QUANTITY
Juniper	370
Lantana	384
Lilly Of The Nile	1,156
Liriope	21,351
Loropetalum	1,230
Maginata	7
Mondo Grass	487
Mulley	1,919
Nandina	962
Oleander	810
Oleander (Dwarf)	600
Palm Grass	441
Papyrus	29
Photinia	8
Plumbago	3,260
Phittosporum	131
Philodendron (Split leaf)	3,122
Philodendron (Xanadu)	525
Podocarpus	900
Rose (knockout)	275
Simpsons Stopper	100
Sansevieria	0
Traveling Lantana	565
Sno-On-the-mountain	0
Society Garlic	300
Torolusa	12
Thryallis	200
Umbrella Plant	3
Vibumum	3,729
Yucca	4
Zamia	379
TREES	ESTIMATED QUANTITY
Bald Cypress	393
Banana (Cluster)	25
Bottle Brush	23
Bradford Pear	6
Crepe Myrtle	506
Flowering Dogwood	5
Ficus	0
Golden Rain Tree	2
Hawthorn Tree	0
Holly Tree	43

DESCRIPTIVE INVENTORY / (ESTIMATED QUANTITIES)

MAP PAGE 2 - NON SECURE AREAS (Continuation)

SHRUBS/ GROUND COVER	ESTIMATED QUANTITY
Ligustrum	317
Loblolly (Bay)	0
Loquat	0
Red Maple	40
River Birch	0
Oak	581
Oak (Scrub Oak Shumard)	0
Pine	1,249
Schefflera	8
Sweet gum	27
Tabebuia	4
Wax Myrtle	8
Weeping Willow	7
PALM TREES	ESTIMATED QUANTITY
Bamboo (clusters)	55
Chinese Fan Palm	288
Date Palm	14
European Fan Palm	18
King Sago	0
Needle Palm	4
Palmetto Cluster	81
Perodis	2
Phoenix Canariensis	11
Phoenix Dactilifera	9
Phoenix Reclinata	5
Pindo Palm	18
Queen Palm	87
Roebefeni	22
Sable Palm	1,979
Traveler Palm	2
Washingtonian Palm	1,192
White Bird of Paradise	114

MAP 1



MAP 2

