

# Central Florida Regional Transportation Authority

d.b.a.



## AMENDMENT OF SOLICITATION

### PRESSURE WASHING LYNX CENTRAL STATION (LCS) AND TRANSFER CENTERS

1. AMENDMENT NO: <b>1</b>	2. SOLICITATION NO: <b>17-B07</b>	3. SOLICITATION DATE: <b>2 JUN 17</b>	4. EFFECTIVE DATE: <b>20 JUN 17</b>
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5. ISSUED BY  
Central Florida Regional Transportation Authority  
Procurement & Contracts Division  
455 N. Garland Avenue  
Orlando, FL 32801

**Contractor is required to sign this document and return it with the bid.**

6. DESCRIPTION OF AMMENDMENT

- a) LYNX Response to questions and clarifications regarding this solicitation are attached.
- b) **Remove: Exhibit B – Scope of Services**
- c) **Replace With: Amendment of Solicitation 1 Exhibit B – Scope of Services**
- d) **Remove: Exhibit C – Pricing Schedule**
- e) **Replace With: Amendment of Solicitation 1 Exhibit C – Pricing Schedule**
- f) **Remove: Exhibit K – Sample Contract**
- g) **Replace With: Amendment of Solicitation 1 Exhibit K – Sample Contract**
- h) Site Plans are attached.
- i) Pre-Bid Conference Notes, Agenda and Attendance Sheet is attached.
- j) All other Terms and Conditions shall remain the same.

NAME OF OFFEROR (Type or Print)	TITLE OF OFFEROR
(Signature of person authorized to sign)	(Date Signed)



**FROM: NANCY RODRIGUEZ, SENIOR CONTRACTS ADMINISTRATOR**

**DATE: JUNE 19, 2017**

**TO: PROSPECTIVE BIDDERS**

**SUBJECT: LYNX BID 17-B07, PRESSURE WASHING LYNX CENTRAL STATION (LCS) AND TRANSFER CENTERS**

The following additional questions and clarifications was received. Please see the response listed below.

**Clarification:**

The following clause has been added to Exhibit “B” Scope of Services (SOS), and to Exhibit K – Sample Contract:

**Assignment to Additional Governmental Purchasers**

**LYNX MAY UNILATERALLY ASSIGN THE RIGHT TO PURCHASE THE SERVICES UNDER THIS CONTRACT TO ANY STATE, COUNTY, MUNICIPAL OR LOCAL AGENCY OR OTHER GOVERNMENTAL BODY (COLLECTIVELY, “ADDITIONAL GOVERNMENTAL PURCHASERS”). THE CONTRACTOR AGREES TO EXTEND THE PRICES, TERMS, AND CONDITIONS FOR THE PROCUREMENT OF THE SERVICES AS PROVIDED FOR HEREIN TO ANY SUCH ADDITIONAL GOVERNMENTAL PURCHASERS. THIS PROVISION IS INTENDED TO COMPLY WITH THE REQUIREMENTS OF CHAPTER V, SECTION 7(A)(2) OF FTA CIRCULAR 4220.1F AND SHALL BE INTERPRETED CONSISTENT THEREWITH.**

**Question 1**

We would love to work with you and although qualified to do the scope of work covered in your bid according to your requirements of 5 years commercial experience, we only have 4 years of strictly commercial pressure cleaning experience. I have included our references sheet just in case.

**407-841-2279**  
[www.golynx.com](http://www.golynx.com)

455 North Garland Avenue  
Orlando, FL 32801-1518



### **LYNX Response 1**

As stated in Exhibit B, Scope of Services, Section 2.0 titled Contractor Requirements, paragraph e. reads:

“Contractor shall have at a minimum five (5) years of proven Commercial Pressure Wash Service experience of similar size and scope. Bidders shall complete the provided Exhibit M References and Licensing Form.”

### **Question 2**

Could you please send us the current contract you have and the bid tab from the last RFP?

### **LYNX Response 2**

Please see attached Contract 14-C01, Contract Modifications 1 – 4 and BID 13-B9 BID TAB

### **Question 3**

Is there an estimated or set budget for the above project?

### **LYNX Response 3**

LYNX does not disclose that information.

### **Question 4**

I am seeking some information regarding the current contract in place and the value of said contract. Can you provide?

### **LYNX Response 4**

Please see LYNX Response 2.

### **Question 5**

As I was working on the docs, I found out that the Kissimmee transfer station listed in the Pricing exhibit is not listed on the location sheet and thus there is no square footage for it.

Conversely The Poinciana location listed is not included in the price sheet.

Also the Florida Mall Super stop is not included in the price sheet. Is this going to be corrected?

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### **LYNX Response 5**

Please see attached revised Exhibit B (Scope of Services) and Exhibit C (Pricing Schedule).

### **Question 6**

Look on page 5 and page 6 where it lists the locations that need servicing with the area measurements, it is missing the Kissimmee transfer center which is on the bid pricing schedule. Just in case someone has not pointed it out.

### **LYNX Response 6**

Please see LYNX Response 5.

### **Question 7**

Is it possible to get a google map of the satellite locations that is marked with the specific areas that are to be cleaned?

### **LYNX Response 7**

LYNX does not provide a Google Map of the satellite locations. Please see the information provided in revised Exhibit B “Scope of Services”, Section 2.4 titled Locations and attached Site Plans.

### **Question 8**

We were not able to attend the pre-bid meeting yesterday and would like to be added to the distribution list of interested bidders for correspondence and addendums.

### **LYNX Response 8**

Please see attached Pre-Bid Conference Notes, Agenda and Attendance Sheet.

### **Question 9**

Will the notes and questions raised at the pre-bid be sent to all who registered or only those that request it?

### **LYNX Response 9**

It will be sent to out to everyone.

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## EXHIBIT B

### SCOPE OF SERVICES

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#### 2.00 General

The cleaning of LYNX Central Station and Transfer Centers is for the protection of its customers. It is our goal to have a clean environment for our customers, and the public. The overall objective is to pressure clean raised walkway, and waiting areas, the bus bays, painted vertical supports, seats, brick pavers, curbing, court yard, retaining wall, concrete waiting areas, covered structures, advertising boxes, and trash cans. These areas are to be cleaned of all graffiti, chewing gum, stains and general dirt and grime. The bus bays, the passenger loading area will need to have noticeable oil stains degreased and cleaned.

The Authority reserves the right to modify this schedule, add or delete any or all locations and change locations of the stops as necessary.

#### Compliance and Regulations

Precautions shall be exercised at all times for the protection of persons and property. All Bidders performing services under this contract shall conform to all relevant OSHA, State, County, and Federal regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be born solely by the responsible successful Bidder. Barricades shall be provided by the successful Bidder when work is performed in areas traversed by persons, or when deemed necessary by the LYNX.

#### Identification

All Bidder's personnel performing services under this contract must carry a valid government issued photo identification. All Bidder's personnel shall wear a uniform shirt (or t-shirt) clearly displaying the awarded Bidder's company name/logo.

#### 2.01 Scope of Services

The Bus Bays where the passengers load and unload bus, the painted vertical support columns, seats, brick pavers, curbing, court yard brick pavers, decorative retaining walls for landscaping, concrete waiting areas, covered structures, advertising boxes, trash cans, and curbed waiting areas, are to be pressure cleaned with hot water, and the following minimum specifications will apply. This scope does not include pressure washing the stucco exterior of the building, the windows, and the main roof structure. This scope does not include the bus lanes that connect to the city streets for ingress and egress to the Lynx Central Station, or Super Stops.

##### ***STEP #1: Stain Removal***

1. Examine the surfaces and identify any stains that are present. Remove all stains, gum spots, tar spots, oil spots and bird droppings.
2. Use a commercially available stain remover, and follow manufactures recommendations on it use. Selected Contractor shall provide a list of all commercial products used, and the products Safety Data Sheet (SDS), to the Facility Management Team prior to its use. The selected Contractor, shall comply with all City, County, State, and Federal regulations in the use, application, and disposal of the products used to perform this service.

3. Care should be taken not to discolor the color of the concrete, pavement, or other building finish material. The current urethane sealer has begun to de-laminate from the surface of the integral colored concrete and brick pavers. It shall not be necessary to be concerned about trying to retain this finish. Please use the necessary pressure to thoroughly clean the colored concrete and pavers.
4. Test cleaning compounds on a small, unobtrusive area to ensure the cleaner or stain remover does not result in changing the color of the concrete. **The use of sand-blasting, bead blasting, or grinding shall not be allowed.**
5. Ensure that any cleaning chemicals drain across the pavement, and not into the grass or vegetation.

### **STEP #2: Pressure Cleaning**

1. Upon completion of the stain removal, the Contractor shall proceed with the pressure cleaning.
2. The Contractor shall use pressure cleaning equipment that is PSI and GPM specific for the job. (i.e.: stucco, concrete, wood, metal roofs associated with bus shelters, etc.) The Contractor's pressure washing equipment will have the minimum capability of creating 3500 PSI of water pressure.
3. The Contractor shall have equipment that can provide a minimum of 200 degrees of hot water for cleaning.
4. The Contractor shall repair any damaged area and replace all plants that are damaged as a result of their work.

### Additional Requirements

1. Remove all equipment, surplus materials and any other residue from premises.
2. The selected Contractor is responsible for conforming to statewide, local and Federal laws governing storm water disposal, including all locations provided for in this scope of work. Pads are to be used to block storm water drains and full reclamation of any water is the responsibility of the selected Contractor. At this time, LYNX does not have disposal facilities at its Central Station to dispose of the treated water. It shall be the responsibility of the selected Contractor to collect and dispose of any water in the appropriate manner per state, local and/or Federal requirements.
3. Sweep areas with high velocity backpack blower prior to pressure washing.
4. Pressure wash and rinse surfaces removing and cleaning of dirt, grime, dust, cobwebs, mildew, etc.
5. Cover all electrical equipment to avoid water damage.
6. Dirty water from pressure washing must be recovered, removed off-site and properly disposed. Contractor will be held liable for any fines imposed due to improper disposal of dirty water.
7. Clean-up All materials and debris shall be removed from the premises at the end of each service performance and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all work areas utilized during service which will be mutually agreed upon.

Local storm water laws shall include, but are not limited to City of Orlando Code Section 31.19, City of Sanford Code Section 102.271-274, City of Ocoee Section 150.20-2820, City of Apopka Code Section 82.147, and City of Kissimmee Code Section 10-1-11 The Contractor takes full responsibility for taking protective measures and for understanding all rules regarding storm water disposal related to the work performed.

An interpretation of the City of Orlando Code is included below as reference to the level of work that is required and expected. This interpretation is provided for information only. The Contractor is fully responsible for compliance with all listed codes and any other associated ordinances at the local, state or federal level.

**CITY OF ORLANDO INTERPRETATION OF CODE:** Section 31.19 of the City of Orlando Storm water Utility Code entitled “Discharge of Polluting Matter in Natural Waters Prohibited.”

- a. The following was provided by Lisa Curtin, Storm Water Compliance Program Manager.
- b. *“Looking at 31.19(1) (w), no water can exceed the State Surface Water Standards (Rule 62-302, F.A.C.) Under 62-302.520, there is a thermal criteria that shall be taken into account. I have copied some excerpts here in italics. “Heated water discharges... Shall not increase the temperature of the Receiving Body of Water (RBW) so as to cause substantial damage or harm to the aquatic life or vegetation therein or interfere with beneficial uses assigned to the RBW...Heated water with a temperature at the Point of Discharge (POD) more than 3°F higher than the ambient (natural) temperature of any lake or reservoir shall not be discharged into such lake or reservoir...In Peninsular Florida, heated waters above 92°F shall not be discharged into fresh waters.” For some background information, the surface water temperatures for lakes in the City of Orlando range, on the average, from 60°F in the winter to 90°F in the summer. If your company intends to use hot water to loosen oil and petroleum stains, the wastewater generated shall be recaptured. However, if you are using hot water in other areas with no visible pollutants, please keep in mind that there needs to be enough time for the heated water to cool down before it enters a lake. Proximity to a lake or other waterbody shall be taken into consideration. All wastewater that has an oily or petroleum residue or contains any chemicals shall be recaptured. Unfortunately, our Code shall appear vague to the average citizen, but it implies what I have mentioned above, that no "dirty" water is allowed into the storm water system”*

NOTE: At LYNX Central Station, the following are excluded from this scope: The two LYMMO shelters on Amelia and the associated aggregate dedicated bus lane.

## 2.0 Contractor Requirements

- a. Contractor is to furnish all water necessary for the cleaning of each location.
- b. Contractor’s employees are to wear proper protective equipment when performing tasks that shall result in personal injury (e.g. wearing of safety gloves, eye protection).
- c. Contractor shall bear the responsibility of utilizing the proper and environmentally safe cleaning agents and applications/disposal required by County, City, State and EPA regulations.
- d. Work shall be done in a clean, orderly and professional fashion and shall not cause any inconvenience to LYNX patrons or employees
- e. Contractor shall have at a minimum five (5) years of proven Commercial Pressure Wash Service experience of similar size and scope. **Bidders shall complete the provided Exhibit M References and Licensing Form.**

- f. Contractor shall maintain sole responsibility for the actions of its employees.
- g. All personnel provided by the Contractor shall be legally able to work in the United States, competent, experienced, courteous, properly dressed and skilled in commercial pressure cleaning.
- h. Contractor shall identify a lead person or supervisor with whom LYNX representatives shall consult regarding contract performance.
- i. All maintenance personnel shall identify themselves at the appropriate office or security booth before beginning work.
- j. LYNX reserves the right to request performance reports by the Contractor to the LYNX representative to include observations of abnormal conditions and all maintenance performed.
- k. The Contractor shall be required to provide for each crew working at LYNX facilities, at least one (1) individual capable of speaking, understanding and writing fluent English.
- l. **Exhibit P - Equipment List Form** shall be submitted with BID.
- m. Contractor shall self-perform the work associated with the contract.

## 2.1 Frequency and Time of Service

### **Service Frequency**

Transfer centers shall be cleaned two (2) times per month. LYNX Central Station shall be cleaned four (4) times per month. The Contractor shall submit a schedule to the Project Manager for approval. The approved schedule shall be the instrument for efficient service and the Contractor shall be responsible to adhere to it, the Project Manager shall monitor the supplied schedule. **Note:** The frequency of service is based each Fiscal Year on available funds. LYNX Fiscal Year is from October through September of each year. As such, LYNX reserves the right to make adjustments based on available funding and other associated factors.

### **Service Time**

The requested work shall be performed between the hours of 11 p.m. and 4 a.m. only.

## 2.2 Out of Schedule Service

The Contractor shall provide out of schedule service to any facility of location included in the scope of work when requested by LYNX authorized personnel. This expectation ensures no hesitation or delay in service. The rate for each out of scheduled service call is to be included on the proposal form.

**Out of schedule service for LYNX Central Station (LCS) and the Transfer Centers shall be started within twenty-four (24) hours after receiving notification by LYNX authorized personnel.**



## 2.4 Locations

- a. Lynx Central Station (City of Orlando)  
455 North Garland Ave.  
42,729 sq. ft. Concrete Platform.  
20,525 sq. ft. Brick Pavers.  
14,440 sq. ft. Drive Aisle.  
77,690 Total sq. ft.
  
- b. Washington Shores Transfer Center (City of Orlando)  
Bethune Drive and Rogers Drive  
8685 sq. ft. Concrete Platform.  
4272 sq. ft. Drive Aisle.  
12,957 Total sq. ft.
  
- c. Colonial Plaza Transfer Center (City of Orlando)  
Primrose Ave. and Amelia Street  
6,955 Concrete Platform.  
2,800 sq. ft. Drive Aisle.  
9,755 Total sq. ft.
  
- d. West Oaks Mall Transfer Center (City of Ocoee)  
9401 West Colonial Drive  
(Stop is located internally next to Sears Automotive)  
1,680 sq. ft. Concrete Platform.  
2,160 sq. ft. Drive Aisle.  
3,840 Total sq. ft.
  
- e. Sanford Walmart Transfer Center (City of Sanford)  
3629 S Orlando Drive  
(Stop is located internally near Aldi)  
4,032 sq. ft. Concrete Platform.  
990 sq. ft. Drive Aisle.
  
- f. Osceola Square Mall Transfer Center (City of Kissimmee)  
3831 West Vine Street  
(Stop is located on Armstrong Blvd)  
4,785 sq. ft. Concrete Platform.  
2050 sq. ft. Drive Aisle.  
6835 Total sq. t.

- g. Florida Mall Super Stop  
(Sand lake & Orange Blossom Trail)  
4,258 sq. ft. Concrete Platform.  
No Drive Aisle.
  
- h. Apopka Transfer Center (City of Apopka)  
South Central Avenue and 7<sup>th</sup>.  
8260 sq. ft. Concrete Platform.  
2,784 sq. ft. Drive Aisle.  
11,044 Total sq. ft.
  
- i Poinciana (Osceola County. Doverplum and Cypress Parkway Wal-Mart)  
2,259 sq. ft. Concrete Platform  
2,280 sq. ft. Drive Aisle  
4,539 Total sq. ft.
  
- j Rosemont Transfer Center (City of Orlando)  
3975 Rosewood Way, Orlando  
3218 sq. ft. Concrete Platform  
2600 sq. ft. Drive Aisle.  
5,858 Total sq. ft.
  
- k. Kissimmee Transfer Center (City of Kissimmee)  
14 Neptune Rd.  
Kissimmee, FL 34744  
14,966 sq. ft. Concrete Platform.  
5,060 sq. ft. Drive Aisle, 8 feet from curb.  
20,026 Total sq. ft.

## 2.5 Assignment to Additional Governmental Purchasers

**LYNX MAY UNILATERALLY ASSIGN THE RIGHT TO PURCHASE THE SERVICES UNDER THIS CONTRACT TO ANY STATE, COUNTY, MUNICIPAL OR LOCAL AGENCY OR OTHER GOVERNMENTAL BODY (COLLECTIVELY, “ADDITIONAL GOVERNMENTAL PURCHASERS”). THE CONTRACTOR AGREES TO EXTEND THE PRICES, TERMS, AND CONDITIONS FOR THE PROCUREMENT OF THE SERVICES AS PROVIDED FOR HEREIN TO ANY SUCH ADDITIONAL GOVERNMENTAL PURCHASERS. THIS PROVISION IS INTENDED TO COMPLY WITH THE REQUIREMENTS OF CHAPTER V, SECTION 7(A)(2) OF FTA CIRCULAR 4220.1F AND SHALL BE INTERPRETED CONSISTENT THEREWITH.**

**EXHIBIT C  
 PRICING SCHEDULE**

<b>CONTRACT YEAR ONE                  OCTOBER 1 2017 THROUGH SEPTEMBER 30 2018</b>					
<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>MONTHLY COST</b>	<b>EXTENDED</b>
1000	Lynx Central Station (City of Orlando) 455 N. Garland Ave <b>Weekly (Once A Week)</b>	52	WK		
1001	Washington Shores Transfer Center (City of Orlando) Bethune Drive & Rogers Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
1002	Colonial Drive Transfer Center (City of Orlando) Primrose Ave & Amelia Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
1003	West Oaks Mall Transfer Center (City of Ocoee) 9401 West Colonial Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
1004	Sanford Walmart Transfer Center (City of Sanford) 3629 S Orlando Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
1005	Osceola Square Mall Transfer Center (City of Kissimmee) 3831 West Vine Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
1006	Florida Mall Super Stop ( Sand lake & Orange Blossom Trail) <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
1007	Apopka Transfer Center (City of Apopka) South Central Avenue and 7 <sup>th</sup> Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
1008	Poinciana (Osceola County. Doverplum and Cypress Parkway Wal-Mart) <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
1009	Rosemont Transfer Center (City of Orlando) 3975 Rosewood Way, Orlando <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
1010	Kissimmee Transfer Center (City of Kissimmee) 14 Neptune Rd. Kissimmee <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		

**CONTRACT YEAR ONE TOTAL: \$ \_\_\_\_\_**

**EXHIBIT C  
 PRICING SCHEDULE**

**CONTRACT YEAR ONE OUT OF SERVICE**

<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>EXTENDED</b>
1011	Out of Schedule Service Lynx Central Station	1	EA		
1012	Out of Schedule Service Washington Shores Transfer Center	1	EA		
1013	Out of Schedule Service Colonial Drive Transfer Center	1	EA		
1014	Out of Schedule Service West Oaks Mall Transfer Center	1	EA		
1015	Out of Schedule Service Sanford Walmart Transfer Center	1	EA		
1016	Out of Schedule Service Osceola Square Mall Transfer	1	EA		
1017	Out of Schedule Service Florida Mall Super Stop	1	EA		
1018	Out of Schedule Service Apopka Transfer Center	1	EA		
1019	Out of Schedule Service Poinciana	1	EA		
1020	Out of Schedule Service Rosemont Transfer Center	1	EA		
1021	Out of Schedule Service Kissimmee Transfer Center	1	EA		

**CONTRACT YEAR ONE OUT OF SERVICE TOTAL \$ \_\_\_\_\_**

**PLEASE NOTE THAT FOR THE ASSOCIATED COST SHEETS THE UNIT PRICE SHOULD REFLECT THE FREQUENCY OF CLEANING AS NOTED ON A MONTHLY BASIS.**

**EXHIBIT C  
 PRICING SCHEDULE**

<b>CONTRACT YEAR TWO                  OCTOBER 1 2018 THROUGH SEPTEMBER 30 2019</b>					
<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>MONTHLY COST</b>	<b>EXTENDED</b>
2000	Lynx Central Station (City of Orlando) 455 N. Garland Ave <b>Weekly (Once A Week)</b>	52	WK		
2001	Washington Shores Transfer Center (City of Orlando) Bethune Drive & Rogers Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
2002	Colonial Drive Transfer Center (City of Orlando) Primrose Ave & Amelia Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
2003	West Oaks Mall Transfer Center (City of Ocoee) 9401 West Colonial Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
2004	Sanford Walmart Transfer Center (City of Sanford) 3629 S Orlando Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
2005	Osceola Square Mall Transfer Center (City of Kissimmee) 3831 West Vine Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
2006	Florida Mall Super Stop ( Sand lake & Orange Blossom Trail) <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
2007	Apopka Transfer Center (City of Apopka) South Central Avenue and 7 <sup>th</sup> Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
2008	Poinciana (Osceola County. Doverplum and Cypress Parkway Wal-Mart) <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
2009	Rosemont Transfer Center (City of Orlando) 3975 Rosewood Way, Orlando <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
2010	Kissimmee Transfer Center (City of Kissimmee) 14 Neptune Rd. Kissimmee <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		

**CONTRACT YEAR TWO TOTAL:** \_\_\_\_\_

**PRICING SCHEDULE**

**CONTRACT YEAR TWO OUT OF SERVICE**

CLIN	LOCATION	QTY	U/I	UNIT PRICE	EXTENDED
2011	Out of Schedule Service Lynx Central Station	1	EA		
2012	Out of Schedule Service Washington Shores Transfer Center	1	EA		
2013	Out of Schedule Service Colonial Drive Transfer Center	1	EA		
2014	Out of Schedule Service West Oaks Mall Transfer Center	1	EA		
2015	Out of Schedule Service Sanford Walmart Transfer Center	1	EA		
2016	Out of Schedule Service Osceola Square Mall Transfer	1	EA		
2017	Out of Schedule Service Florida Mall Super Stop	1	EA		
2018	Out of Schedule Service Apopka Transfer Center	1	EA		
2019	Out of Schedule Service Poinciana	1	EA		
2020	Out of Schedule Service Rosemont Transfer Center	1	EA		
2021	Out of Schedule Service Kissimmee Transfer Center	1	EA		

**CONTRACT YEAR TWO OUT OF SERVICE TOTAL \$ \_\_\_\_\_**

**PLEASE NOTE THAT FOR THE ASSOCIATED COST SHEETS THE UNIT PRICE SHOULD REFLECT THE FREQUENCY OF CLEANING AS NOTED ON A MONTHLY BASIS.**

**EXHIBIT C  
 PRICING SCHEDULE**

<b>CONTRACT YEAR THREE                  OCTOBER 1 2019 THROUGH SEPTEMBER 30 2020</b>					
<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>MONTHLY COST</b>	<b>EXTENDED</b>
3000	Lynx Central Station (City of Orlando) 455 N. Garland Ave <b>Weekly (Once A Week)</b>	52	WK		
3001	Washington Shores Transfer Center (City of Orlando) Bethune Drive & Rogers Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
3002	Colonial Drive Transfer Center (City of Orlando) Primrose Ave & Amelia Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
3003	West Oaks Mall Transfer Center (City of Ocoee) 9401 West Colonial Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
3004	Sanford Walmart Transfer Center (City of Sanford) 3629 S Orlando Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
3005	Osceola Square Mall Transfer Center (City of Kissimmee) 3831 West Vine Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
3006	Florida Mall Super Stop ( Sand lake & Orange Blossom Trail) <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
3007	Apopka Transfer Center (City of Apopka) South Central Avenue and 7 <sup>th</sup> Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
3008	Poinciana (Osceola County. Doverplum and Cypress Parkway Wal-Mart) <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	40.00	
3009	Rosemont Transfer Center (City of Orlando) 3975 Rosewood Way, Orlando <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
3010	Kissimmee Transfer Center (City of Kissimmee) 14 Neptune Rd. Kissimmee <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		

**CONTRACT YEAR THREE TOTAL: \$ \_\_\_\_\_**

**EXHIBIT C  
 PRICING SCHEDULE**

**CONTRACT YEAR THREE OUT OF SERVICE**

<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>EXTENDED</b>
3011	Out of Schedule Service Lynx Central Station	1	EA		
3012	Out of Schedule Service Washington Shores Transfer Center	1	EA		
3013	Out of Schedule Service Colonial Drive Transfer Center	1	EA		
3014	Out of Schedule Service West Oaks Mall Transfer Center	1	EA		
3015	Out of Schedule Service Sanford Walmart Transfer Center	1	EA		
3016	Out of Schedule Service Osceola Square Mall Transfer	1	EA		
3017	Out of Schedule Service Florida Mall Super Stop	1	EA		
3018	Out of Schedule Service Apopka Transfer Center	1	EA		
3019	Out of Schedule Service Poinciana	1	EA		
3020	Out of Schedule Service Rosemont Transfer Center	1	EA		
3021	Out of Schedule Service Kissimmee Transfer Center	1	EA		

**CONTRACT YEAR THREE OUT OF SERVICE TOTAL \$ \_\_\_\_\_**

**PLEASE NOTE THAT FOR THE ASSOCIATED COST SHEETS THE UNIT PRICE SHOULD REFLECT THE FREQUENCY OF CLEANING AS NOTED ON A MONTHLY BASIS.**



**EXHIBIT C  
 PRICING SCHEDULE**

<b>CONTRACT OPTION YEAR ONE                  OCTOBER 1 2020 THROUGH SEPTEMBER 30 2021</b>					
<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>MONTHLY COST</b>	<b>EXTENDED</b>
4000	Lynx Central Station (City of Orlando) 455 N. Garland Ave <b>Weekly (Once A Week)</b>	52	WK		
4001	Washington Shores Transfer Center (City of Orlando) Bethune Drive & Rogers Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
4002	Colonial Drive Transfer Center (City of Orlando) Primrose Ave & Amelia Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
4003	West Oaks Mall Transfer Center (City of Ocoee) 9401 West Colonial Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
4004	Sanford Walmart Transfer Center (City of Sanford) 3629 S Orlando Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
4005	Osceola Square Mall Transfer Center (City of Kissimmee) 3831 West Vine Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
4006	Florida Mall Super Stop ( Sand lake & Orange Blossom Trail) <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
4007	Apopka Transfer Center (City of Apopka) South Central Avenue and 7 <sup>th</sup> Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
4008	Poinciana (Osceola County. Doverplum and Cypress Parkway Wal-Mart) <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
4009	Rosemont Transfer Center (City of Orlando) 3975 Rosewood Way, Orlando <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
4010	Kissimmee Transfer Center (City of Kissimmee) 14 Neptune Rd. Kissimmee <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		

**CONTRACT OPTION YEAR ONE TOTAL: \$ \_\_\_\_\_**

**EXHIBIT C  
 PRICING SCHEDULE**

**CONTRACT OPTION YEAR ONE OUT OF SERVICE**

<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>EXTENDED</b>
4011	Out of Schedule Service Lynx Central Station	1	EA		
4012	Out of Schedule Service Washington Shores Transfer Center	1	EA		
4013	Out of Schedule Service Colonial Drive Transfer Center	1	EA		
4014	Out of Schedule Service West Oaks Mall Transfer Center	1	EA		
4015	Out of Schedule Service Sanford Walmart Transfer Center	1	EA		
4016	Out of Schedule Service Osceola Square Mall Transfer	1	EA		
5017	Out of Schedule Service Florida Mall Super Stop	1	EA		
4018	Out of Schedule Service Kissimmee Transfer Center	1	EA		
4019	Out of Schedule Service Apopka Transfer Center	1	EA		
4020	Out of Schedule Service Rosemont Transfer Center	1	EA		
4021	Out of Schedule Service Kissimmee Transfer Center	1	EA		

**CONTRACT OPTION YEAR ONE OUT OF SERVICE TOTAL \$ \_\_\_\_\_**

**PLEASE NOTE THAT FOR THE ASSOCIATED COST SHEETS THE UNIT PRICE SHOULD REFLECT THE FREQUENCY OF CLEANING AS NOTED ON A MONTHLY BASIS.**

**EXHIBIT C  
 PRICING SCHEDULE**

<b>CONTRACT OPTION YEAR TWO                  OCTOBER 1 2022 THROUGH SEPTEMBER 30 2023</b>					
<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>MONTHLY COST</b>	<b>EXTENDED</b>
5000	Lynx Central Station (City of Orlando) 455 N. Garland Ave <b>Weekly (Once A Week)</b>	52	WK		
5001	Washington Shores Transfer Center (City of Orlando) Bethune Drive & Rogers Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
5002	Colonial Drive Transfer Center (City of Orlando) Primrose Ave & Amelia Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
5003	West Oaks Mall Transfer Center (City of Ocoee) 9401 West Colonial Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
5004	Sanford Walmart Transfer Center (City of Sanford) 3629 S Orlando Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
5005	Osceola Square Mall Transfer Center (City of Kissimmee) 3831 West Vine Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
5006	Florida Mall Super Stop ( Sand lake & Orange Blossom Trail) <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
5007	Apopka Transfer Center (City of Apopka) South Central Avenue and 7 <sup>th</sup> Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
5008	Poinciana (Osceola County. Doverplum and Cypress Parkway Wal-Mart) <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
5009	Rosemont Transfer Center (City of Orlando) 3975 Rosewood Way, Orlando <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		
5010	Kissimmee Transfer Center (City of Kissimmee) 14 Neptune Rd. Kissimmee <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK		

**CONTRACT OPTION YEAR TWO TOTAL: \$ \_\_\_\_\_**

**EXHIBIT C  
 PRICING SCHEDULE**

**CONTRACT OPTION YEAR TWO OUT OF SERVICE**

<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>EXTENDED</b>
5011	Out of Schedule Service Lynx Central Station	1	EA		
5012	Out of Schedule Service Washington Shores Transfer Center	1	EA		
5013	Out of Schedule Service Colonial Drive Transfer Center	1	EA		
5014	Out of Schedule Service West Oaks Mall Transfer Center	1	EA		
5015	Out of Schedule Service Sanford Walmart Transfer Center	1	EA		
5016	Out of Schedule Service Osceola Square Mall Transfer	1	EA		
5017	Out of Schedule Service Florida Mall Super Stop	1	EA		
5018	Out of Schedule Service Apopka Transfer Center	1	EA		
5019	Out of Schedule Service Poinciana	1	EA		
5020	Out of Schedule Service Rosemont Transfer Center	1	EA		
5021	Out of Schedule Service Kissimmee Transfer Center	1	EA		

**CONTRACT OPTION YEAR TWO OUT OF SERVICE TOTAL \$ \_\_\_\_\_**

**PLEASE NOTE THAT FOR THE ASSOCIATED COST SHEETS THE UNIT PRICE SHOULD REFLECT THE FREQUENCY OF CLEANING AS NOTED ON A MONTHLY BASIS.**

COST FOR YEARS 1, 2, 3..... TOTAL COST \$ \_\_\_\_\_

COST FOR OPTION YEARS 1 & 2.....TOTAL COST \$ \_\_\_\_\_

**GRAND TOTAL COST FOR CONTRACT YEARS ONE THROUGH FIVE  
(EXCLUDING OUT OF SERVICE) \$ \_\_\_\_\_**

\_\_\_\_\_  
Name of Bidder's Representative

\_\_\_\_\_  
Title of Bidder's Representative

\_\_\_\_\_  
Signature of Bidder's Representative

\_\_\_\_\_  
Date

**\*\*DO NOT ALTER FORM – FILL OUT COMPLETELY\*\***



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

**CONTRACT # 18-CXX**

**For**

**PRESSURE WASHING LYNX CENTRAL STATION (LCS) AND TRANSFER CENTERS**

**THIS AGREEMENT** (the “**Contract**”) is made as of the \_\_\_\_ day of \_\_\_\_\_ 201\_\_ (the “**Effective Date**”) by and between:

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (“LYNX”)**, a body politic and corporate, created by Part III, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Suite 500, Orlando, Florida 32801;

and

\_\_\_\_\_ a \_\_\_\_\_  
(the “**Contractor**”), with its principal place of business located at \_\_\_\_\_,  
\_\_\_\_\_ and a Federal Employer Identification Number of \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, LYNX was created by the above-stated charter to perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business;

**WHEREAS**, LYNX desires to obtain goods and/or services (collectively, the “**Services**”), according to the requirements in \_\_\_\_\_ (the “**Solicitation**”) and as further described herein;

**WHEREAS**, the Contractor has submitted a proposal or response in connection with the Solicitation, which has been selected by LYNX (the “**Response**”);

**WHEREAS**, the Contractor represents and warrants to LYNX that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Solicitation, the Response, and the documents detailing the scope of services attached hereto as **Exhibit “A”** and incorporated herein by this reference (the “**Scope of Services**”), and as hereinafter stated;

**WHEREAS**, the Contractor warrants that the representations made by it in its Response to the Solicitation remain valid, accurate and binding upon it; and

**WHEREAS**, the Contractor desires to render the Services and meet the obligations set forth in the Solicitation, the Response, and the Scope of Services and upon the terms and conditions set forth in the Contract Documents, as defined herein.

**NOW, THEREFORE**, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **RECITALS**. The Recitals set forth above are incorporated herein by this reference.

2. **DEFINITIONS**. Terms not defined herein shall have the meanings as set forth in the Contract Documents in the order of precedence set forth in **Section 3** hereof. Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to LYNX’s Administrative Rules as the same may be amended and restated from time to time and which are available at [www.golynx.com](http://www.golynx.com) (the “**Administrative Rules**”). If there is a conflict between any defined terms, the reasonable interpretation of said term by LYNX shall govern.

3. **CONTRACT DOCUMENTS**. For the purposes of this Contract, the following documents are collectively referred to herein as the “**Contract Documents**”:

- (a) This Contract together with all Exhibits hereto;
- (b) The General Provisions Document, as set forth in Exhibit E of the Solicitation (the “**General Provisions**”);
- (c) The Solicitation; and
- (d) The Response.

The terms of the Contract Documents are incorporated herein by this reference. In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above (thus, if there is a conflict between the terms of the Solicitation and the terms of the Response, the terms of the Solicitation shall govern). In addition, to the extent any of the terms of the Response conflict or in the reasonable opinion of LYNX

are not relevant to the remaining Contract Documents, then, in that event, the provisions contained in the Response will not be applicable nor a part of the Contract Documents.

Contract Documents shall further include any later amendments or change orders.

**4. FURNISHING OF SERVICES.** In regard to the Services to be furnished by the Contractor:

(a) **Furnishing of Services.** The Contractor shall furnish to LYNX the Services in compliance with the Contract Documents.

**5. NOT TO EXCEED AMOUNT.** The Contractor shall not provide Services of an amount that would be greater than \$\_\_\_\_\_ (the “**Not To Exceed Amount**”), unless otherwise agreed to in writing by LYNX. The Contractor shall also not be required to provide Services in excess of said amount, except as otherwise provided in the Contract Documents.

**6. TERM.**

(a) **Initial Term.** Subject to the further provisions set forth in this **Section 6**, the initial term of this Contract shall be for a period of \_\_\_\_\_ years commencing on the Effective Date and ending \_\_\_\_\_.

(b) **Options.** LYNX shall have the option to extend this Contract for \_\_\_\_\_ renewal terms of \_\_\_\_\_ year each under the terms and conditions set forth in the Contract Documents. Unless otherwise specified to the contrary in the Contract Documents, LYNX may exercise its option with respect to any particular option year by delivering written notice to the Contractor of its intent to exercise the option.

(c) **Contract Extension.** The Contractor recognizes that the Services under this Contract are vital to the interests of LYNX and must be continued without interruption and that for a variety of reasons, including that LYNX may not have timely completed its competitive solicitation process, a new contract for the Services may be in place prior to the expiration of the term of this Contract (including option terms). If that is the case, then upon written notice by LYNX, the Contractor will continue performing the Services for such additional period (not to exceed [\_\_\_\_]) (the “**Extension Period**”) as requested by LYNX. During such Extension Period, the Services shall be provided and the Contractor shall be entitled to compensation for such Services in accordance with the terms in effect immediately prior to such Extension Period.



(d) **Term.** The term of this Agreement shall commence on the date hereof and terminate upon such time as the Contractor furnishes all Services in accordance with the terms herein.

(e) **Termination.** LYNX shall have the right to terminate this Contract at any time, in accordance with the provisions of **Section 11** below.

## **7. CONSIDERATION.**

(a) **Payment.** LYNX agrees to pay the Contractor for the Services the amount provided in the Schedule of Fees attached hereto as **Exhibit “C”** and incorporated herein by this reference.

(b) **Maximum Contract Amount.** In any event, the total amount to be paid by LYNX pursuant to this Contract for the Services shall not exceed the Not To Exceed Amount without the further written agreement of LYNX.

(c) **Procedure for Invoicing.** Invoicing for Services must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to Central Florida Regional Transportation Authority, Accounts Payable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time. The invoice must contain the following information: (i) invoice number; (ii) purchase order number; (iii) item description; (iv) quantity of item delivered; (v) unit price; (vi) extended price; (vii) contact person and phone number; and (viii) payment remit address.

(d) **Time of Payment by LYNX.** Subject to the terms and conditions provided herein, LYNX will pay undisputed invoices within thirty (30) days after receipt and approval by LYNX of the Contractor’s invoice.

(e) **Additional Information.** LYNX may request additional documentation from the Contractor prior to payment of any invoice or bill from the Contractor. LYNX may disallow and deduct any cost for which proper documentation is not provided.

(f) **Receipt of Payment by Contractor as Waiver Against LYNX.** The acceptance by the Contractor, its successors, or assigns, of any progress or final payment due pursuant to this Contract, shall constitute a full and complete release of LYNX from any and all claims, demands, or causes of action whatsoever that the Contractor, its successors, or assigns may have against LYNX or in connection with the

Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

(g) **Subcontractors.** In the event the Contractor is utilizing any subcontractors for the furnishing of Services (which would only be as permitted in the Contract Documents), then, upon request by LYNX, the Contractor shall further provide to LYNX copies of billings and other invoices which may be received from any such subcontractors and, in addition, the Contractor will obtain releases from time to time in favor of LYNX from any subcontractor(s) for work so performed by that subcontractor. LYNX shall have the right from time to time to directly contact and discuss with the subcontractor any work performed by that subcontractor under the Contract Documents, but LYNX will not have any liability or obligation to said Subcontract to said subcontractor(s).

(h) **Withholding 5% in the Event of Default.** If the Contractor defaults in the performance of any of its obligations under this Contract, LYNX may withhold five percent (5%) of any amounts then owed or that become owed to the Contractor under this Contract (in addition to any retainage); **provided, however,** that this withholding option may only be exercised by LYNX after providing the Contractor with ten (10) days written notice of the Contractor's default and the Contractor has failed to cure such default within said ten (10) days. Any amounts withheld pursuant to this Section will be paid by LYNX to the Contractor within a reasonable time following the date that the Contractor's default has been cured. In the event that the Contractor fails to cure its default prior to the termination or expiration of this Contract, LYNX shall not be obligated to pay the Contractor the withheld amount and LYNX may keep said amount. The withholding option set forth in this Section shall be in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law. The exercise by LYNX of the withholding option set forth in this Section shall in no way constitute a waiver of LYNX's ability to seek or exercise any other damages or remedies available under this Contract, the other Contract Documents or otherwise available to it at law or in equity.

## **8. CONTRACTOR'S OBLIGATIONS.**

(a) **Furnishing of Materials and Labor.** The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an independent contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents.

(b) **Standard of Care.** The Contractor shall furnish, provide or fulfill its obligations under this Contract in a professional manner to the reasonable satisfaction of the duly authorized representatives of LYNX, who shall have, at all times, full opportunity to monitor the services performed under this Contract. The Contractor's performance shall be considered acceptable when:

(i) The Contractor's performance has been inspected and approved by LYNX and, if applicable, all punchlist items have been properly corrected to LYNX's satisfaction; and

(ii) The Contractor has delivered to LYNX the Contractor's final affidavit in form acceptable to LYNX (which would incorporate a full and general release to LYNX), if any, as well as a final affidavit and release from any subcontractor; and

(iii) all the other duties and obligations to be performed by the Contractor under the Contract Documents have been satisfactorily met or performed, including the delivery to LYNX of any materials or documentation relating to the Services, including any warranty materials.

(c) **Compliance with Applicable Requirements.** The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that LYNX is a public agency which receives both federal and state funding and, if applicable, the Contract Documents and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT).

(d) **Payment of Taxes and Fees.** The Contractor shall pay license fees and all sales, consumer, use and other similar taxes relating to the Contract, and the matters to be performed thereunder. LYNX is exempt from payment of Florida sales and use taxes. LYNX will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with LYNX, nor is the Contractor authorized to use LYNX's tax exemption number in securing such materials. LYNX reserves the right to "direct buy" any materials to be furnished by the Contractor under the Contract Documents and, if LYNX so submits, then the parties will enter into an appropriate agreement reflecting said direct purchase, the effect of which will be for LYNX to directly purchase those

materials, for the contract amount to be reduced by the amount of the purchase price paid by LYNX for said materials, for those materials to be physically acquired and/or delivered to the Contractor, who will install them or deliver them as provided in the Contract Documents, with full warranties regarding those materials as if those materials were purchased from the Contractor. Any bonds furnished by the Contractor will apply to those materials.

(e) **FICA**. The Contractor shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act benefits with respect to this Contract.

(f) **Permits and Approvals**. Unless otherwise expressly set forth in the Contract Documents, the Contractor shall be responsible to secure, at the Contractor's expense, all necessary permits and approvals. The Contractor shall promptly furnish copies of all such permits and approvals to LYNX as and when obtained.

(g) **Tests and Inspections**. The Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.

(h) **Indemnification**. The Contractor understands that in performing the Services hereunder it will be responsible for the consequences of its own actions. Therefore, the Contractor agrees that it will indemnify, defend and hold harmless LYNX as well as LYNX's officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of each of the foregoing from, against and in respect of all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and judgments (at equity or at law) and damages whenever arising or accruing (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or related to the Contractor's performance of the Services hereunder, including, without limitation, any acts or omissions with respect thereto.

(i) **Insurance**. During the term of this Contract (as well as during all option terms), the Contractor shall procure and maintain, at its sole expense, commercial general liability insurance with a financially responsible insurance carrier in an amount reasonably acceptable to LYNX and, at the request of LYNX, the Contractor shall name LYNX as an additional insured. The requirements set forth in the previous sentence shall be in addition to any other requirement that the Contractor maintain a specified level of insurance as otherwise set forth in the Contract Documents. The Contractor shall provide LYNX with a copy of insurance certificate(s) demonstrating the satisfaction of the requirements set forth

herein or as otherwise set forth in the Contract Documents, as and when requested by LYNX.

(j) **Environmental Principles.** To the extent practicable, the Contractor shall assist LYNX in achieving the principles set forth in the LYNX Environmental Policy, a copy of which is available at <http://golynx/EMSpolicyManual.com>.

(k) **Public Funding/Additional Terms or Conditions.** In the event that LYNX obtains funding, in whole or in part, from a public entity (e.g., Federal Transit Administration, Florida Department of Transportation, Department of Homeland Security, etc.) for the Services, there may be additional conditions imposed by said funding agency, including for example, a requirement that the Contractor comply with any rules and regulations promulgated by that funding agency. LYNX has attempted to identify in the Solicitation and this Contract the source of funding available to LYNX as well as any requirements of any such funding agency, but, in any event, the Contractor will be required to comply with any requirements imposed by the funding agency. The Contractor specifically agrees to so comply with said requirements, without any adjustments or increase in the amount to be paid to the Contractor, **provided, however,** if said requirement is not contained in the Solicitation or this Contract and said requirement is both material and would impose on the Contractor a material burden, then the Contractor would be entitled to submit to LYNX a change order for any additional cost of compliance by the Contractor.

(l) **Additional Information.** The Contractor, at the request of LYNX, shall further provide to LYNX such other information as LYNX may reasonably request from time to time. Further, the Contractor shall at LYNX's request meet and have its employees and representatives meet with LYNX from time to time, regarding any of the Services to be rendered under the Contract.

## **9. NO DISCRIMINATION/DBE REQUIREMENTS.**

(a) **No Discrimination.** Neither the Contractor nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LYNX deems appropriate.

(b) **DBE Requirements.** In the event that a Disadvantaged Business Enterprise (“**DBE”**) goal has been established by the Solicitation, the Contractor covenants and agrees to comply with the requirements set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**DBE Addendum”**). In the event that the Contractor is in breach of the DBE Addendum, in addition to any other damages and remedies available to LYNX in accordance with applicable law, the Contracting Officer (as hereinafter defined) may issue a termination for default proceeding pursuant to **Section 12** hereof.

**10. PUBLIC RECORDS.** The Contactor will comply with Florida’s public records laws, and will, specifically:

(a) Keep and maintain public records required by LYNX to perform the Services.

(b) Upon request from LYNX’s custodian of public records, provide LYNX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) 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 LYNX.

(d) Upon completion of the Contract, transfer, at no cost, to LYNX all public records in possession of the Contractor or keep and maintain public records required by LYNX to perform the Services. If the Contractor transfers all public records to LYNX upon completion of the Contract, the Contractor shall 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 LYNX, upon request from LYNX’s custodian of public records, in a format that is compatible with the information technology systems of LYNX.

**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 LYNX**

**CUSTODIAN OF PUBLIC RECORDS AT 407-254-6170,  
PUBLICRECORDS@GOLYNX.COM OR PUBLIC RECORDS  
CUSTODIAN C/O LYNX 455 NORTH GARLAND AVENUE,  
ORLANDO, FL 32801.**

**11. LYNX PROPRIETARY INFORMATION.** The Contractor may, by virtue of this Contract, come into possession of certain non-publicly available information relating to LYNX, which information may or may not be proprietary to LYNX (the “**Information**”). In any event, the Contractor agrees that any such Information is solely for the purpose of enabling the Contractor to fulfill its duties and obligations under this Contract, and the Contractor may not use any such Information for any other purpose whatsoever without the express, written permission of LYNX. By way of illustration and not limitation, any such Information may not be used by the Contractor in submitting a Request for Proposal for any other purpose, whether to LYNX or to any other third party. Upon the expiration or termination of the Contract, the Contractor will return to LYNX any proprietary Information and will not, without LYNX’s prior written approval, keep or maintain any copies or transcripts thereof. The Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of any Information constituting a trade secret that: (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigation a suspected violation of law; or (b) is made under a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should the Contractor file a lawsuit against LYNX for retaliation for reporting a suspected violation of law, Contractor may disclose the trade secret to the Contractor’s attorney and use the trade secret information in the court proceeding, if the Contractor: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

**12. TERMINATION.**

(a) **Default by Contractor.** LYNX may, in its sole and absolute discretion, by written notice of default to the Contractor, terminate all or any part of this Contract if (i) the Contractor fails to perform the Services described herein, within the time specified herein or any extension hereof; or (ii) if the Contractor fails to satisfy any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as LYNX may in its sole discretion authorize in a writing signed by the LYNX Procurement/Contracts Manager) after receipt of notice from LYNX specifying such failure. In the event that LYNX elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by LYNX shall not limit LYNX’s

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remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(b) **Termination by LYNX for Convenience**. This Contract may be terminated by LYNX in its absolute discretion, in whole or in part, whenever LYNX shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a notice of termination by LYNX to the Contractor, signed by the LYNX Procurement/Contracts Manager, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs, and profit on Services performed by the Contractor up to the effective date of Contract termination. The Contractor shall promptly submit its claim for final payment to LYNX. Settlement of claims by the Contractor under this **Section 12(b)** shall be in accordance with the provisions set forth in Part 49 of Title 48 - Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "LYNX" shall be substituted in lieu thereof.

(c) **Default by LYNX**. In the event LYNX is in default under this Contract, the Contractor shall first provide written notice to LYNX of said condition alleged by the Contractor to be a default, and LYNX shall have a reasonable period of time, not to exceed 60 days, within which to cure said default. During said period, the Contractor shall continue to provide the services to LYNX. In the event LYNX continues to be in default under this Contract upon the expiration of the time period set forth above for curing its default, this Contract may be terminated by the Contractor upon providing a notice of termination to LYNX.

(d) **Remedies for Default by Contractor**. If this Contract is terminated by LYNX for default by the Contractor, LYNX shall, except as otherwise expressly set forth in the Contract Documents, retain any and all remedies available for it against the Contractor, including the remedy set forth in **Section 7(h)**, all of which remedies shall be cumulative. By way of illustration and not limitation, LYNX may proceed to obtain the remaining Services from another third party and thereby recover from the Contractor any "excess costs" incurred by LYNX in so doing.

**13. DISPUTE RESOLUTION**. If there is any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "**Legal Dispute**"), the parties agree that if the Legal Dispute cannot be resolved informally by LYNX and the Contractor, then the parties shall resolve such dispute in accordance with the following provisions:



(a) **Mediation.** The parties shall first attempt to resolve the Legal Dispute by mediation, which mediation shall follow the practices and procedures as set forth by the Circuit Court of Orange County Florida, subject to the Florida Rules of Appellate Procedure 9.700-9.740 and conducted by a Florida Supreme Court Certified Mediator. Any such mediation shall be held in Orange County, Florida.

(b) **Court of Law.** If the parties fail to resolve the Legal Dispute through mediation, then the Legal Dispute should be resolved in a court of law. Any action, suit or proceeding arising in conjunction with the Legal Dispute shall be brought exclusively in the Ninth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division.

(c) **Arbitration.** In lieu of resolving a Legal Dispute in a court of law as described in **Subsection (b)**, the parties may choose to resolve the Legal Dispute by arbitration upon mutual agreement. If the parties agree to resolve the Legal Dispute by arbitration, such arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. Nothing in this **Subsection (c)** is intended to require that the parties submit to arbitration (absent agreement) or to solicit an agreement prior to pursuing resolution in a court of law pursuant to **Subsection (b)**.

Nothing in this **Section 13** shall in any way limit the right of LYNX to terminate this Contract under **Section 12** hereof.

**14. NOTICES.** All notices shall be made to the addresses listed in the preamble to this Contract, unless otherwise provided below:

(a) The Contractor's primary point of contact for daily operations of the Services pursuant to this Contract is: \_\_\_\_\_; \_\_\_\_\_; Telephone: \_\_\_\_\_; Facsimile: \_\_\_\_\_.

(b) The Contractor's primary point of contact for legal notice and authority to modify or act under this Contract is: \_\_\_\_\_; \_\_\_\_\_; Telephone: \_\_\_\_\_; Facsimile: \_\_\_\_\_.

(c) The Contractor may appoint other individuals upon written notice to, and approval by, LYNX. The Contractor shall provide written notice to LYNX promptly with respect to any changes to the aforesaid contact information.

(d) As of the date hereof, LYNX designates \_\_\_\_\_ (the “**Project Manager**”) with respect to the Contractor’s performance of this Contract, and who will also serve as the primary point of contact for operational issues. LYNX may change such designation upon written notice to the Contractor.

(e) As of the date hereof, LYNX designates \_\_\_\_\_ (the “**Contracts Administrator**”) as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance. LYNX may change such designation upon written notice to the Contractor.

(f) The Project Manager, Contracts Administrator, and all other officers, employees, executives, agents and representatives of LYNX have only such authority to act on behalf of and bind LYNX to the extent granted to such individuals by the LYNX Governing Board, and no apparent authority of any such individuals shall be binding upon LYNX. No individual shall have the authority to act pursuant to this Contract or to modify or amend this Contract except in accordance with the LYNX Administrative Rules and such other policies and procedures that may be adopted by LYNX pursuant thereto. No such action, modification or amendment shall be valid or binding upon LYNX, if the authorizing representative of LYNX has exceeded the authority actually granted to such individual by the LYNX Governing Board.

## 15. **MISCELLANEOUS.**

(a) **Governing Law.** The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law.

(b) **No Waiver of Sovereign Immunity.** The Contractor is aware and understands that LYNX is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Under the principles of sovereign immunity, LYNX is not permitted to agree to indemnify another party to a contract or alter the state’s waiver of sovereign immunity such that its liability for torts is extended beyond the limits established in Section 768.28, Florida Statutes. Nothing contained in this Contract or in any Contract Document shall be interpreted to constitute a waiver by LYNX of its sovereign immunity and, for the avoidance of doubt, no provision of the Contract Documents shall be interpreted to require that LYNX indemnify the Contractor.

(c) **Attorneys’ Fees.** Subject to the terms of **Section 15(b)**, if any legal action or other proceeding is brought for the enforcement of this

Contract, or because of an alleged dispute, breach, default, claim, or misrepresentation arising out of or in connection with any of the provisions of this Contract, the prevailing party or parties shall be entitled to recover its or their reasonable attorneys' fees (including paralegals' fees), court costs, expenses, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party or parties in prosecuting or defending such legal action or other proceeding.

(d) **Waiver Of Jury Trial.** EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

(e) **Assignment by Contractor.** LYNX has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of LYNX, which consent may be granted or withheld in the sole discretion of LYNX. Any direct or indirect change in the ownership (legal or equitable) of a controlling and/or a majority interest of the Contractor, whether such change in ownership occurs at one time or as a result of sequential incremental changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger, consolidation, reorganization or otherwise, shall be deemed an assignment of this Contract subject to the consent of LYNX. The Contractor may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of LYNX shall be void, *ab initio*, and shall not release the Contractor from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

(f) **ASSIGNMENT TO ADDITIONAL GOVERNMENTAL PURCHASERS.** LYNX MAY UNILATERALLY ASSIGN THE RIGHT TO PURCHASE THE SERVICES UNDER THIS CONTRACT TO ANY STATE,

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COUNTY, MUNICIPAL OR LOCAL AGENCY OR OTHER GOVERNMENTAL BODY (COLLECTIVELY, "ADDITIONAL GOVERNMENTAL PURCHASERS"). THE CONTRACTOR AGREES TO EXTEND THE PRICES, TERMS, AND CONDITIONS FOR THE PROCUREMENT OF THE SERVICES AS PROVIDED FOR HEREIN TO ANY SUCH ADDITIONAL GOVERNMENTAL PURCHASERS. THIS PROVISION IS INTENDED TO COMPLY WITH THE REQUIREMENTS OF CHAPTER V, SECTION 7(A)(2) OF FTA CIRCULAR 4220.1F AND SHALL BE INTERPRETED CONSISTENT THEREWITH.

(g) **Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

(h) **Number And Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

(i) **Multiple Counterparts.** This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

(j) **Survival.** Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

(k) **No Third-Party Beneficiary.** It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

**16. AMENDMENT OF CONTRACT.** This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Contractor specifically is aware and understands that any material or substantial change to this Contract may require approval of LYNX's Governing Board for any such change to be valid.

**17. ENTIRE CONTRACT.** This Contract, including the Contract Documents referenced above, together with any Exhibits or attachments hereto constitutes the entire agreement between the parties.

**18. LYNX APPROVAL.** This Contract shall be effective upon its approval by the LYNX Governing Board.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the authorized signatories named below have executed this Contract on behalf of the parties as of the Effective Date.

**“CONTRACTOR”**

**“LYNX”**

\_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Reviewed as to Form:**

This Contract has been reviewed as to form by LYNX General Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

**AKERMAN LLP**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**

**SCOPE OF SERVICES**

[See attached]

**Exhibit “B”**

**DBE ADDENDUM**

In the event that a DBE goal has been established by the Solicitation the Contractor covenants and agrees as follows:

(a) The Contractor will comply with the DBE goal established by the Solicitation and make good faith efforts to replace any DBE subcontractor that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet such DBE goal. The Contractor shall notify Desna Hunte, 455 N. Garland Avenue, Orlando, Florida 32801; 407-254-6117 (telephone); 407-254-6379 (facsimile) (hereinafter, the “**DBE Liaison Officer**”) immediately of any termination of a DBE or any DBE’s inability or unwillingness to perform and provide reasonable documentation of same.

(b) Any disputes between the Contractor and any DBE subcontractor, which could reasonable result in a termination or relate to the DBE subcontractor’s inability or unwillingness to perform shall be first submitted to the DBE Liaison Officer for consideration. The DBE Liaison Officer may refer the matter to non-binding mediation in his or her sole and absolute discretion.

(c) The Contractor shall provide the DBE Liaison Officer with at least thirty (30) days written notice prior to instituting any legal action against a DBE subcontractor.

(d) If any DBE subcontractor is unable or unwilling to perform, the Contractor must obtain prior approval from the DBE Liaison Officer of the substitute DBE and provide copies of new or amended subcontracts, or documentation of good faith efforts.

(e) The Contractor will provide the DBE Liaison Officer with monthly updates as to the Contractor’s continuing compliance with the DBE requirements set forth in the Solicitation.

(f) Contracts between the Contractor and any DBE subcontractor shall contain a valid and enforceable waiver of the DBE subcontractor’s right to trial by jury.

(g) The Contractor must submit with each invoice a report of DBE expenditures (the “**DBE Expenditure Report**”), if applicable. Such report must show each DBE, the amount of such DBE’s subcontract, the amount earned to date, the amount earned with respect to that invoice and the amount remaining to be earned. A legible copy of each invoice, along with the DBE Expenditure Report, must be submitted directly to the DBE Liaison Officer, c/o Central Florida Regional Transportation Authority, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time.



(h) The Contractor shall make prompt and full payment to any DBE subcontractor (including the payment of any retainage) within the later of: (x) thirty (30) days after the DBE subcontractor's work is satisfactorily completed or (y) thirty (30) days after the Contractor receives payment from LYNX for satisfactory completion of the accepted work. For purposes of this DBE Addendum, a DBE subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by LYNX. When LYNX has made an incremental acceptance of a portion of the Services, the work of a DBE subcontractor covered by that acceptance is deemed to be satisfactorily completed. The Contractor may not withhold payment to any DBE subcontractor as a result of the exercise of LYNX's rights under **Section 7(h)** of this Contract.

(i) In order to enforce the requirements set forth in **Section 9** of this Contract as well as those set forth in this DBE Addendum, and in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law, LYNX reserves the right to withhold five percent (5%) of any amounts owed to the Contractor pursuant to and in accordance with **Section 7(h)** of this Contract.

**Include this Exhibit only if the Contract provides for a Schedule of Fees.**

**Exhibit "C"**

**SCHEDULE OF FEES**

[See attached]



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

**CONTRACT No: 14-C01**

**For**

**LYNX CENTRAL STATION AND TRANSFER CENTER PRESSURE WASHING**

**THIS AGREEMENT** (hereinafter, the "**Contract**") is made as of the 1st day of October 2013 (the "**Effective Date**") by and between:

**THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX** (hereinafter referred to as "**LYNX**"), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Suite 500, Orlando, Florida 32801;

and

**TJ'S QUALITY CONSTRUCTION CLEAN-UP, L.L.C.** (hereinafter referred to as the "**Contractor**"), with its principal place of business located at 2821 Salisbury Blvd., Winter Park, FL 32789 and a Federal Employer Identification Number of 54-2135010.

**W I T N E S S E T H:**

**WHEREAS**, LYNX was created by the above-stated charter to perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business; and

**WHEREAS**, LYNX desires to obtain goods and/or services (collectively, the "**Services**"), according to the requirements in Invitation for **BID 13-B19** (hereinafter referred to as the "**Solicitation**") and as further described herein; and

**WHEREAS**, the Contractor has submitted a proposal or response in connection with the Solicitation, which has been selected by LYNX (hereinafter referred to as the "**Response**"); and

**WHEREAS**, the Contractor warrants to LYNX that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Solicitation, the Response, and the documents detailing the scope of services attached hereto as **Exhibit “A”** and incorporated herein by this reference (the “**Scope of Services**”), and as hereinafter stated; and

**WHEREAS**, the Contractor warrants that the representations made by it in its Response to the Solicitation remain valid, accurate and binding upon it; and

**WHEREAS**, the Contractor desires to render the Services and meet the obligations set forth in the Solicitation, the Response, and the Scope of Services and upon the terms and conditions set forth in the Contract Documents, as defined herein.

**NOW, THEREFORE**, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **RECITALS**. The Recitals set forth above are incorporated herein by this reference.

2. **DEFINITIONS**. Terms not defined herein shall have the meanings as set forth in the Contract Documents in the order of precedence set forth in **Section 3** hereof. Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to LYNX’s Administrative Rules as the same may be amended and restated from time to time and which are available at [www.golynx.com](http://www.golynx.com) (the “**Administrative Rules**”). If there is a conflict between any defined terms, the reasonable interpretation of said term by LYNX shall govern.

3. **CONTRACT DOCUMENTS**. For the purposes of this Contract, the following documents are collectively referred to herein as the “**Contract Documents**”:

- (a) This Contract together with all Exhibits hereto;
- (b) The General Provisions Document, as set forth in Exhibit E of the Solicitation (the “**General Provisions**”);
- (c) The Solicitation; and
- (d) The Response.

The terms of the Contract Documents are incorporated herein by this reference. In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above (thus, if there is a conflict between the terms of the Solicitation and the terms of the Response, the terms of the Solicitation shall govern). In addition, to the extent any of the terms of the Response conflict or in the reasonable opinion of LYNX are not relevant to the remaining Contract Documents, then, in that event, the provisions contained in the Response will not be applicable nor a part of the Contract Documents.

Contract Documents shall further include any later amendments or change orders.

4. **FURNISHING OF SERVICES.** In regard to the Services to be furnished by the Contractor:

(a) **Furnishing of Services.** The Contractor shall furnish to LYNX the Services in compliance with the Contract Documents.

5. **NOT TO EXCEED AMOUNT.** The Contractor shall not provide Services of an amount that would be greater than **\$50,180.** (the "**Not To Exceed Amount**"), unless otherwise agreed to in writing by LYNX. The Contractor shall also not be required to provide Services in excess of said amount, except as otherwise provided in the Contract Documents.

6. **TERM.**

(a) **Initial Term.** Subject to the further provisions set forth in this **Section 6**, the initial term of this Contract shall be for a period of one (1) year commencing on the Effective Date and ending on October 1, 2014.

(b) **Options.** LYNX shall have the option to extend this Contract for two (2) renewal terms of one (1) year each under the terms and conditions set forth in the Contract Documents. Unless otherwise specified to the contrary in the Contract Documents, LYNX may exercise its option with respect to any particular option year by delivering written notice to the Contractor of its intent to exercise the option.

(c) **Termination.** LYNX shall have the right to terminate this Contract at any time, in accordance with the provisions of **Section 11** below.

7. **PAYMENT.**

(a) **Payment.** LYNX agrees to pay the Contractor for the Services the amount provided in the Schedule of Fees attached hereto as **Exhibit "B"** and incorporated herein by this reference.

(b) **Maximum Contract Amount.** In any event, the total amount to be paid by LYNX pursuant to this Contract for the Services shall not exceed the Not To Exceed Amount without the further written agreement of LYNX.

(c) **Procedure for Invoicing.** Invoicing for Services must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to Central Florida Regional Transportation Authority,

Accounts Payable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time.

(d) **Time of Payment by LYNX.** Subject to the terms and conditions provided herein, LYNX will pay undisputed invoices within thirty (30) days after receipt and approval by LYNX of the Contractor's invoice.

(e) **Additional Information.** LYNX may request additional documentation from the Contractor prior to payment of any invoice or bill from the Contractor. LYNX may disallow and deduct any cost for which proper documentation is not provided.

(f) **Receipt of Payment by Contractor as Waiver Against LYNX.** The acceptance by the Contractor, its successors, or assigns, of any progress or final payment due pursuant to this Contract, shall constitute a full and complete release of LYNX from any and all claims, demands, or causes of action whatsoever that the Contractor, its successors, or assigns may have against LYNX or in connection with the Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

(g) **Subcontractors.** In the event the Contractor is utilizing any subcontractors for the furnishing of Services (which would only be as permitted in the Contract Documents), then, upon request by LYNX, the Contractor shall further provide to LYNX copies of billings and other invoices which may be received from any such subcontractors and, in addition, the Contractor will obtain releases from time to time in favor of LYNX from any subcontractor(s) for work so performed by that subcontractor. LYNX shall have the right from time to time to directly contact and discuss with the subcontractor any work performed by that subcontractor under the Contract Documents, but LYNX will not have any liability or obligation to said Subcontract to said subcontractor(s).

(h) **Withholding 5% in the Event of Default.** If the Contractor defaults in the performance of any of its obligations under this Contract, LYNX may withhold five percent (5%) of any amounts then owed or that become owed to the Contractor under this Contract (in addition to any retainage); **provided, however,** that this withholding option may only be exercised by LYNX after providing the Contractor with ten (10) days written notice of the Contractor's default and the Contractor has failed to cure such default within said ten (10) days. Any amounts withheld pursuant to this Section will be paid by LYNX to the Contractor within a reasonable time following the date that the Contractor's default has been cured. In the event that the Contractor fails to cure its default prior to the termination or expiration of this Contract, LYNX shall not be obligated to pay the Contractor the withheld amount

and LYNX may keep said amount. The withholding option set forth in this Section shall be in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law. The exercise by LYNX of the withholding option set forth in this Section shall in no way constitute a waiver of LYNX's ability to seek or exercise any other damages or remedies available under this Contract, the other Contract Documents or otherwise available to it at law or in equity.

8. **CONTRACTOR'S OBLIGATIONS.**

(a) **Furnishing of Materials and Labor.** The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an independent contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents.

(b) **Standard of Care.** The Contractor shall furnish, provide or fulfill its obligations under this Contract in a professional manner to the reasonable satisfaction of the duly authorized representatives of LYNX, who shall have, at all times, full opportunity to monitor the services performed under this Contract. The Contractor's performance shall be considered acceptable when:

(i) The Contractor's performance has been inspected and approved by LYNX and, if applicable, all punchlist items have been properly corrected to LYNX's satisfaction; and

(ii) The Contractor has delivered to LYNX the Contractor's final affidavit in form acceptable to LYNX (which would incorporate a full and general release to LYNX), if any, as well as a final affidavit and release from any subcontractor; and

(iii) all the other duties and obligations to be performed by the Contractor under the Contract Documents have been satisfactorily met or performed, including the delivery to LYNX of any materials or documentation relating to the Services, including any warranty materials.

(c) **Compliance with Applicable Requirements.** The Contractor shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The Contractor in this regard understands that LYNX is a public agency which receives both

federal and state funding and, if applicable, the Contract Documents and the performance by the Contractor shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT).

(d) **Payment of Taxes and Fees.** The Contractor shall pay license fees and all sales, consumer, use and other similar taxes relating to the Contract, and the matters to be performed thereunder. LYNX is exempt from payment of Florida sales and use taxes. LYNX will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with LYNX, nor is the Contractor authorized to use LYNX's tax exemption number in securing such materials. LYNX reserves the right to "direct buy" any materials to be furnished by the Contractor under the Contract Documents and, if LYNX so submits, then the parties will enter into an appropriate agreement reflecting said direct purchase, the effect of which will be for LYNX to directly purchase those materials, for the contract amount to be reduced by the amount of the purchase price paid by LYNX for said materials, for those materials to be physically acquired and/or delivered to the Contractor, who will install them or deliver them as provided in the Contract Documents, with full warranties regarding those materials as if those materials were purchased from the Contractor. Any bonds furnished by the Contractor will apply to those materials.

(e) **FICA.** The Contractor shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act benefits with respect to this Contract.

(f) **Permits and Approvals.** Unless otherwise expressly set forth in the Contract Documents, the Contractor shall be responsible to secure, at the Contractor's expense, all necessary permits and approvals. The Contractor shall promptly furnish copies of all such permits and approvals to LYNX as and when obtained.

(g) **Tests and Inspections.** The Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.

(h) **Indemnification.** The Contractor understands that in performing the Services hereunder it will be responsible for the consequences of its own actions. Therefore, the Contractor agrees that it will indemnify, defend and hold harmless LYNX as well as LYNX's officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of each of the foregoing from, against and in respect of all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and judgments (at equity or at law) and damages



whenever arising or accruing (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or related to the Contractor's performance of the Services hereunder, including, without limitation, any acts or omissions with respect thereto.

(i) **Insurance.** During the term of this Contract (as well as during all option terms), the Contractor shall procure and maintain, at its sole expense, commercial general liability insurance with a financially responsible insurance carrier in an amount reasonably acceptable to LYNX and, at the request of LYNX, the Contractor shall name LYNX as an additional insured. The requirements set forth in the previous sentence shall be in addition to any other requirement that the Contractor maintain a specified level of insurance as otherwise set forth in the Contract Documents. The Contractor shall provide LYNX with a copy of insurance certificate(s) demonstrating the satisfaction of the requirements set forth herein or as otherwise set forth in the Contract Documents, as and when requested by LYNX.

(j) **Environmental Principles.** To the extent practicable, the Contractor shall assist LYNX in achieving the principles set forth in the LYNX Environmental Policy, a copy of which is available at <http://golynx/EMSpolicyManual.com>.

(k) **Public Funding/Additional Terms or Conditions.** In the event that LYNX obtains funding, in whole or in part, from a public entity (e.g., Federal Transit Administration, Florida Department of Transportation, Department of Homeland Security, etc.) for the Services, there may be additional conditions imposed by said funding agency, including for example, a requirement that the Contractor comply with any rules and regulations promulgated by that funding agency. LYNX has attempted to identify in the RFP and the Contract the source of funding available to LYNX as well as any requirements of any such funding agency, but, in any event, the Contractor will be required to comply with any requirements imposed by the funding agency. The Contractor specifically agrees to so comply with said requirements, without any adjustments or increase in the amount to be paid to the Contractor, **provided, however,** if said requirement is not contained in the RFP or the Contract and said requirement is both material and would impose on the Contractor a material burden, then the Contractor would be entitled to submit to LYNX a change order for any additional cost of compliance by the Contractor.

(l) **Additional Information.** The Contractor, at the request of LYNX, shall further provide to LYNX such other information as LYNX may reasonably request from time to time. Further, the Contractor shall at LYNX's request meet and have its employees and representatives meet

with LYNX from time to time, regarding any of the Services to be rendered under the Contract.

9. **NO DISCRIMINATION/DBE REQUIREMENTS.**

(a) **No Discrimination.** Neither the Contractor nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LYNX deems appropriate.

(b) **DBE Requirements.** In the event that a Disadvantaged Business Enterprise (“**DBE**”) goal has been established by the Solicitation, the Contractor covenants and agrees to comply with the requirements set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**DBE Addendum**”). In the event that the Contractor is in breach of the DBE Addendum, in addition to any other damages and remedies available to LYNX in accordance with applicable law, the Contracting Officer (as hereinafter defined) may issue a termination for default proceeding pursuant to **Section 12** hereof.

10. **PUBLIC RECORDS.** LYNX is an agency of the State and is subject to Florida’s Public Records Act, Chapter 119, Florida Statutes (the “**Public Records Act**”). It is possible that the Contractor, as a result of the Contract, may also be subject to the Public Records Act and, if so, the Contractor will promptly respond in accordance with said statute to any and all third party requests for “public records,” as that term is defined in the Public Records Act. In regard to any such request, the Contractor will promptly notify LYNX. LYNX’s determination as to the necessity of such response shall be presumptively correct.

11. **LYNX PROPRIETARY INFORMATION.** The Contractor may, by virtue of this Contract, come into possession of certain non-publicly available information relating to LYNX, which information may or may not be proprietary to LYNX (the “**Information**”). In any event, the Contractor agrees that any such Information is solely for the purpose of enabling the Contractor to fulfill its duties and obligations under this Contract, and the Contractor may not use any such Information for any other purpose whatsoever without the express, written permission of LYNX. By way of illustration and not limitation, any such Information may not be used by the Contractor in submitting a Request for Proposal for any other purpose, whether to LYNX or to any other third party. Upon the expiration or termination of the Contract, the Contractor will return to LYNX any proprietary Information and will not, without LYNX’s prior written approval, keep or maintain any copies or transcripts thereof.

12. **TERMINATION.**

(a) **Default by Contractor.** LYNX may, in its sole and absolute discretion, by written notice of default to the Contractor, terminate all or any part of this Contract if (i) the Contractor fails to perform the Services described herein, within the time specified herein or any extension hereof; or (ii) if the Contractor fails to satisfy any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as LYNX may in its sole discretion authorize in a writing signed by the LYNX Procurement/Contracts Manager) after receipt of notice from LYNX specifying such failure. In the event that LYNX elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by LYNX shall not limit LYNX's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(b) **Termination by LYNX for Convenience.** This Contract may be terminated by LYNX in its absolute discretion, in whole or in part, whenever LYNX shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a notice of termination by LYNX to the Contractor, signed by the LYNX Procurement/Contracts Manager, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall be paid its costs, including contract closeout costs, and profit on Services performed by the Contractor up to the effective date of Contract termination. The Contractor shall promptly submit its claim for final payment to LYNX. Settlement of claims by the Contractor under this **Section 12(b)** shall be in accordance with the provisions set forth in Part 49 of Title 48 - Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "LYNX" shall be substituted in lieu thereof.

(c) **Default by LYNX.** In the event LYNX is in default under this Contract, the Contractor shall first provide written notice to LYNX of said condition alleged by the Contractor to be a default, and LYNX shall have a reasonable period of time, not to exceed 60 days, within which to cure said default. During said period, the Contractor shall continue to provide the services to LYNX. In the event LYNX continues to be in default under this Contract upon the expiration of the time period set forth above for curing its default, this Contract may be terminated by the Contractor upon providing a notice of termination to LYNX.

(d) **Remedies for Default by Contractor.** If this Contract is terminated by LYNX for default by the Contractor, LYNX shall, except as otherwise expressly set forth in the Contract Documents, retain any and all

remedies available for it against the Contractor, including the remedy set forth in **Section 7(h)**, all of which remedies shall be cumulative. By way of illustration and not limitation, LYNX may proceed to obtain the remaining Services from another third party and thereby recover from the Contractor any “excess costs” incurred by LYNX in so doing.

13. **DISPUTE RESOLUTION.** If there is any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a “**Legal Dispute**”), the parties agree that LYNX shall have the sole and exclusive discretion to elect which of the means set forth below that LYNX and the Contractor shall use to settle the Legal Dispute. At the sole discretion and option of LYNX, the parties shall attempt to resolve any Legal Dispute by one or more of the following means (with the exception that (c) and (d) below are mutually exclusive) and abide by the provisions thereto:

(a) **Informal Meeting Between the Parties.** If LYNX decides that the parties should initially attempt to resolve the Legal Dispute informally, then the parties agree to a meeting between the LYNX CEO and the Contractor’s CEO (or other such officer with equivalent binding authority) whereby both parties try in good faith to settle the dispute and reach an agreement.

(b) **Mediation.** If LYNX decides that the parties should attempt to resolve the Legal Dispute by mediation, then the parties agree to try in good faith to settle the dispute by mediation which shall follow the practices and procedures as set forth by the Circuit Court of Orange County Florida, subject to the Florida Rules of Appellate Procedure 9.700-9.740 and conducted by a Florida Supreme Court Certified Mediator before resorting to arbitration or judicial action. Any such mediation shall be held in Orange County, Florida.

(c) **Arbitration.** If LYNX decides that a Legal Dispute should be resolved by arbitration, then arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida.

(d) **Court of Law.** If LYNX decides that a Legal Dispute should be resolved in a court of law, then any action, suit or proceeding arising in conjunction with the Legal Dispute shall be brought exclusively in the Ninth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division.

Nothing in this **Section 13** shall in any way limit the right of LYNX to terminate this Contract under **Section 12** hereof.

14. **NOTICES.** All notices shall be made to the addresses listed in the preamble to this Contract, unless otherwise provided below:

(a) The Contractor's primary point of contact for daily operations of the Services pursuant to this Contract is: **Terry Brown**, 2821 Salisbury Blvd, Winter Park, FL 32789, Phone: 407.484.9949, and Fax: 321.972.2424.

(b) The Contractor's primary point of contact for daily operations of the Services pursuant to this Contract is: **Terry Brown**, 2821 Salisbury Blvd, Winter Park, FL 32789, Phone: 407.484.9949, and Fax: 321.972.2424.

(c) The Contractor may appoint other individuals upon written notice to, and approval by, LYNX. The Contractor shall provide written notice to LYNX promptly with respect to any changes to the aforesaid contact information.

(d) As of the date hereof, LYNX designates **Jeff Reine** (the "**Project Manager**") with respect to the Contractor's performance of this Contract, and who will also serve as the primary point of contact for operational issues. LYNX may change such designation upon written notice to the Contractor.

(e) As of the date hereof, LYNX designates **Nancy Rodriguez** (the "**Contracts Administrator**") as the primary point of contact for issues pertaining to contractual changes, modifications and overall Contractor performance. LYNX may change such designation upon written notice to the Contractor.

(f) The Project Manager, Contracts Administrator, and all other officers, employees, executives, agents and representatives of LYNX have only such authority to act on behalf of and bind LYNX to the extent granted to such individuals by the LYNX Governing Board, and no apparent authority of any such individuals shall be binding upon LYNX. No individual shall have the authority to act pursuant to this Contract or to modify or amend this Contract except in accordance with the LYNX Administrative Rules and such other policies and procedures that may be adopted by LYNX pursuant thereto. No such action, modification or amendment shall be valid or binding upon LYNX, if the authorizing representative of LYNX has exceeded the authority actually granted to such individual by the LYNX Governing Board.

15. **MISCELLANEOUS.**

(a) **Governing Law.** The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of

the State of Florida, without regard to the internal law of Florida regarding conflicts of law.

(b) **Attorney Fees.** If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, claim, or misrepresentation arising out of or in connection with any of the provisions of this Contract, the prevailing party or parties shall be entitled to recover its or their reasonable attorneys' fees (including paralegals' fees), court costs, expenses, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party or parties in prosecuting or defending such legal action or other proceeding.

(c) **Waiver Of Jury Trial.** **EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

(d) **Assignment by Contractor.** LYNX has selected the Contractor to render the Services based in substantial part on the personal qualifications of the Contractor; as such, the Contractor may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of LYNX, which consent may be granted or withheld in the sole discretion of LYNX. Any direct or indirect change in the ownership (legal or equitable) of a controlling and/or a majority interest of the Contractor, whether such change in ownership occurs at one time or as a result of sequential incremental changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger, consolidation, reorganization or otherwise, shall be deemed an assignment of this Contract subject to the consent of LYNX. The Contractor may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of LYNX shall be void, *ab initio*, and shall not release the Contractor from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

(e) **Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

(f) **Number And Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

(g) **Multiple Counterparts.** This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

(h) **Survival.** Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

(i) **No Third-Party Beneficiary.** It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

16. **AMENDMENT OF CONTRACT.** This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Contractor specifically is aware and understands that any material or substantial change to this Contract may require approval of LYNX's Governing Board for any such change to be valid.

17. **LYNX APPROVAL.** This Contract shall be effective upon its approval by the LYNX Governing Board.

18. **ENTIRE CONTRACT.** This Contract, including the Contract Documents referenced above, together with any Exhibits or attachments hereto constitutes the entire agreement between the parties.

**[SIGNATURE PAGE FOLLOWS]**

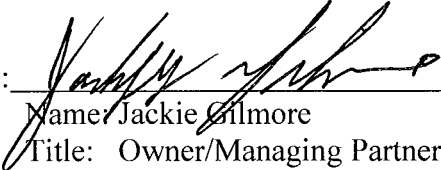
IN WITNESS WHEREOF, the authorized signatories named below have executed this Contract on behalf of the parties as of the Effective Date.

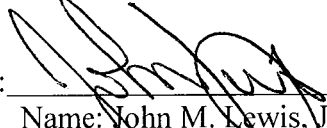
**“CONTRACTOR”**

**“LYNX”**

**TJ'S QUALITY CONSTRUCTION  
CLEAN-UP, L.L.C.**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By:   
Name: Jackie Gilmore  
Title: Owner/Managing Partner

By:   
Name: John M. Lewis, Jr.  
Title: Chief Executive Officer

Date: 9/18/13

Date: 9/25/13



## EXHIBIT A SCOPE OF WORK

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### SCOPE OF WORK FOR PRESSURE WASHING OF LYNX CENTRAL STATION AND TRANSFER CENTERS

#### **2.00 General**

The cleaning of LYNX Central Station and Transfer Centers is for the protection of its customers from adverse weather conditions. The overall objective is to pressure clean the drive aisles, painted vertical supports, seats, brick pavers, curbing, court yard, retainer walls, concrete waiting areas, covered structures, advertising boxes, trash cans, and curbed waiting areas to be free of all graffiti, chewing gum, stains and filth. The drive through pavement/concrete areas, are to be de-greased in a manner as to not have any noticeable oil residue. This is to present a clean and neat appearance to compliment the community and provide a clean, safe area for LYNX customers to alight and de-board a LYNX bus. Contractor must maintain the Authority's Central Station and Transfer Centers as specified herein. It is critical the Central Station and Transfer Centers are maintained in accordance with this Contract, unsightly and disheveled areas cause safety concerns for LYNX customers.

The Authority reserves the right to modify this schedule, add or delete any or all locations and change locations of the stops as necessary.

The specifications outlined in the requirements are complete as specified herein. Specified products or brand names are used in this document to denote minimum quality requirements and are not meant to be restrictive in any manner.

#### **2.01 Scope of Work**

Bus drive aisles, painted vertical supports (these are represented by the coral colored that support the roof structure, seats, brick pavers (as an example those in front of the station and the sides of the station fronting Amelia and Garland, curbing, court yard (located immediately south of the high rise tower), retainer walls (these are associated typically with the courtyard and the bus bays closest to the railroad track), concrete waiting areas (this represents the entire concrete waiting areas located beneath the roof), covered structures (the blue bus shelters), advertising boxes, trash cans, and curbed waiting areas are to be steam cleaned applying the following minimum specification. Note that this scope does NOT include pressure washing the stucco on the building, the windows on the building or the roof structure located above the coral colored pillars.

##### STEP #1: Stain Removal:

1. Examine surfaces and identify stains that are present. Remove all gum spots, tar spots, and bird droppings.
  
2. Select commercially available stain remover, follow manufactures recommendation. Contractor shall provide a list of all products that will be used for Facilities Management approval prior to application. A copy of the Material Safety Data Sheet shall be provided

for each product used. Contractor shall comply with all City, County, State and federal regulations in use, application and disposal of products used to perform this work.

3. Start stain removal at lowest elevation and work up the slope. Stubborn stains may require repeated applications of stain remover.

a. Care shall be taken not to discolor the color of any concrete, pavement, or other building finish material.

Note: The current urethane sealer has begun to de-laminate from the surface of the integral colored concrete and brick pavers, it will not be necessary to be concerned about trying to retain this finish, use the necessary pressure to thoroughly clean the colored concrete and pavers.

b. Care shall be taken not to damage the stucco on walls, ceiling, and recessed lights.

4. All stains shall be removed including, but not limited to mold, mildew, rust /iron, oil, grease, tree leaves, cob webs, asphalt tar, caulking, mortar smears, tire skid marks, tobacco, moss, etc.

5. A commercial cleaning detergent shall be allowed to sit as specified by the material manufacturer and then removed with a high pressure water sprayer. It may be necessary to apply full strength solution with chemical brush for difficult areas.

6. Remove mud nests, cobwebs and built-up residue/grime by brushing and low pressure washing using cobweb eliminator.

STEP #2: Overall Cleaning:

1. Overall cleaning shall start only after the removal of all stains.

2. Overall cleaning shall remove accumulated grime, dirt, and efflorescence. The drive-through lanes are to be cleaned of all oil residue and dirt.

3. A commercial detergent and acid cleaner specifically designed for removal of grime and efflorescence shall be used.

a. Application procedures shall be in accordance with the manufacturer's recommendations.

b. Test cleaning compound on a small, unobtrusive area to ensure cleaner does not result in changing color of the concrete.

4. Chemical detergent used shall be removed with a high pressure water sprayer ONLY.

a. The use of sand-blasting, bead-blasting or grinding shall not be allowed.

5. Efflorescence remover shall be applied if needed to affected concrete.

- a. Chemicals shall be scrubbed on the surface.
  - b. A second application may be necessary to provide an efflorescence free surface.
6. Ensure any cleaning chemicals drain across pavement and not into grass or vegetation.
  7. Ensure any cleaner residue is removed from ponded low spots and that those low spots are cleaned thoroughly.

STEP #3: Pressure Cleaning:

1. Upon completion and approval of all stain / efflorescence removal, the contractor shall proceed with pressure cleaning.
2. The contractor shall use pressure cleaning equipment/P.S.I./GPM specific for the job (i.e.: stucco, concrete, wood, metal roofs associated with the bus shelters etc.)
3. Contractor shall be able to provide a minimum 200 degree hot water temperature for cleaning when requested.
4. Contractor shall repair any areas damaged and replace all plants damaged as a result of this work.
5. Remove all equipment, surplus materials and any other residue from premises.
6. Contractor is responsible for conforming to statewide, local and Federal laws governing storm water disposal, including all locations provided for in this scope of work. Pads are to be used to block storm water drains and full reclamation of any water is the responsibility of the Contractor. At this time, LYNX does not have disposal facilities at its Central Station to dispose of the treated water). It will be the responsibility of the Contractor to collect and dispose of any water in the appropriate manner per state, local and/or Federal requirements.

Local stormwater laws may include, but are not limited to City of Orlando Code Section 31.19, City of Sanford Code Section 102.271-274, City of Ocoee Section 150.20-2820, City of Apopka Code Section 82.147, and City of Kissimmee Code Section 10-1-11 The contractor takes full responsibility for taking protective measures and for understanding all rules regarding storm water disposal related to the work performed.

An interpretation of the City of Orlando Code is included below as reference to the level of work that is required and expected. This interpretation is provided for information only. The contractor is fully responsible for compliance with the above listed codes and any other associated ordinances at the local, state or federal level.

**CITY OF ORLANDO INTERPRETATION OF CODE:** Section 31.19 of the City of Orlando Stormwater Utility Code entitled “Discharge of Polluting Matter in Natural Waters Prohibited.”

- a. The following was provided by Lisa Curtin, Stormwater Compliance Program Manager.
- b. *“Looking at 31.19(1)(w), no water can exceed the State Surface Water Standards (Rule 62-302, F.A.C.) Under 62-302.520, there is a thermal criteria that must be taken into account. I have copied some excerpts here in italics. "Heated water discharges... Shall not increase the temperature of the Receiving Body of Water (RBW) so as to cause substantial damage or harm to the aquatic life or vegetation therein or interfere with beneficial uses assigned to the RBW...Heated water with a temperature at the Point of Discharge (POD) more than 3°F higher than the ambient (natural) temperature of any lake or reservoir shall not be discharged into such lake or reservoir...In Peninsular Florida, heated waters above 92°F shall not be discharged into fresh waters." For some background information, the surface water temperatures for lakes in the City of Orlando range, on the average, from 60°F in the winter to 90°F in the summer. If your company intends to use hot water to loosen oil and petroleum stains, the wastewater generated must be recaptured. However, if you are using hot water in other areas with no visible pollutants, please keep in mind that there needs to be enough time for the heated water to cool down before it enters a lake. Proximity to a lake or other waterbody should be taken into consideration. All wastewater that has an oily or petroleum residue or contains any chemicals must be recaptured. Unfortunately, our Code may appear vague to the average citizen, but it implies what I have mentioned above, that no "dirty" water is allowed into the stormwater system”*

NOTE: At LYNX Central Station, the following are excluded from this scope: The two LYMMO shelters on Amelia and the associated aggregate dedicated bus lane.

## **2.02 Contractor Requirements**

- a. Contractor is to furnish all water necessary for the cleaning of each location.
- b. Contractor's employees are to wear proper protective equipment when performing tasks that may result in personal injury (e.g. wearing of safety gloves, eye protection).
- c. Contractor shall bear the responsibility of utilizing the proper and environmentally safe cleaning agents and applications/disposal required by County, City, State and EPA regulations.
- d. Work must be done in a clean, orderly and professional fashion and must not cause any inconvenience to LYNX patrons or employees

- e. Contractor shall have at a minimum five **(5) years** of proven Commercial Pressure Wash Service experience of similar size and scope.
- f. Contractor shall maintain sole responsibility for the actions of its employees.
- g. All personnel provided by the Contractor shall be legally able to work in the United States, competent, experienced, courteous, properly dressed and skilled in commercial pressure cleaning.
- h. Contractor shall identify a lead person or supervisor with whom LYNX representatives may consult regarding contract performance.
- i. All maintenance personnel must identify themselves at the appropriate office or security booth before beginning work.
- j. LYNX reserves the right to request performance reports by the Contractor to the LYNX representative to include observations of abnormal conditions and all maintenance performed.
- k. The Contractor shall be required to provide for each crew working at LYNX facilities, at least one (1) individual capable of speaking and writing fluent English.
- l. Contractor shall provide LYNX with an updated Equipment List.
- m. Contractor must self-perform the work associated with the contract.

### **2.03 Frequency and Time of Service**

Transfer centers shall be cleaned twice per month. LYNX Central Station shall be cleaned four times per month, The Contractor will submit a schedule to the Project Manager for approval. The approved schedule will be the instrument for efficient service and the contractor will be responsible to adhere to it, the Project Manager will monitor the supplied schedule. Note that the frequency of service is based each Fiscal Year on available funds. As such, LYNX reserves the right to make adjustments based on available funding and other associated factors. The requested work shall be performed between the hours of 12 a.m. and 4 a.m. only.

### **2.04 Out of Schedule Service**

The Contractor shall provide out of schedule service to any facility of location included in the scope of work when requested by LYNX authorized personnel. This expectation ensures no hesitation or delay in service. The rate for each out of scheduled service call is to be included on the bid form.

**Out of schedule service for LYNX Central Station (LCS) and the Super Stops must be started within twenty-four (24) hours after receiving notification by LYNK authorized personnel.**

**2.04 Locations**

- a. Lynx Central Station (City of Orlando)  
455 North Garland Ave.
- b. Washington Shores Transfer Center (City of Orlando)  
Bethune Drive and Rogers Drive
- c. Colonial Plaza Transfer Center (City of Orlando)  
Primrose Ave. and Amelia Street
- d. West Oaks Mall Transfer Center (City of Ocoee)  
9401 West Colonial Drive  
(stop is located internally next to Sears Automotive)
- e. Sanford Walmart Transfer Center (City of Sanford)  
3629 S Orlando Drive  
(stop is located internally near Aldi)
- f. Osceola Square Mall Transfer Center (City of Kissimmee)  
3831 West Vine Street  
(stop is located on Armstrong Blvd)
- g. Kissimmee Transfer Center (City of Kissimmee)  
Currently under construction. Anticipated completion Summer 2013 (See Attachment 1)
- h. Apopka Transfer Center (City of Apopka)  
South Central Avenue and 7<sup>th</sup> Street
- i. Rosemont Transfer Center (City of Orlando)  
3975 Rosewood Way, Orlando

**EXHIBIT B – PRICING SCHEDULE**

<b>CONTRACT YEAR ONE OCTOBER 1 2013 THROUGH SEPTEMBER 30 2014</b>					
<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>MONTHLY COST</b>	<b>EXTENDED</b>
1000	Lynx Central Station (City of Orlando) 455 N. Garland Ave <b>Weekly (Once A Week)</b>	52	WK	575.00	29,900.00
1001	Washington Shores Transfer Center (City of Orlando) Bethune Drive & Rogers Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	90.00	2,160.00
1002	Colonial Drive Transfer Center (City of Orlando) Primrose Ave & Amelia Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	90.00	2,160.00
1003	West Oaks Mall Transfer Center (City of Ocoee) 9401 West Colonial Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	40.00	960.00
1004	Sanford Walmart Transfer Center (City of Sanford) 3629 S Orlando Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	60.00	1,440.00
1005	Osceola Square Mall Transfer Center (City of Kissimmee) 3831 West Vine Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	150.00	3,600.00
1006	Kissimmee Transfer Center (City of Kissimmee) Currently under construction. Anticipated completion Summer 2013. <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	250.00	6,000.00
1007	Apopka Transfer Center (City of Apopka) South Central Avenue and 7 <sup>th</sup> Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	125.00	3,000.00
1008	Rosemont Transfer Center (City of Orlando) 3975 Rosewood Way, Orlando <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	40.00	960.00

**CONTRACT TOTAL: \$50,180.00**

**EXHIBIT B – PRICING SCHEDULE**

<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>EXTENDED</b>
1009	Out of Schedule Service Lynx Central Station	1	EA	25.00	25.00
1010	Out of Schedule Service Washington Shores Transfer Center	1	EA	25.00	25.00
1011	Out of Schedule Service Colonial Drive Transfer Center	1	EA	25.00	25.00
1012	Out of Schedule Service West Oaks Mall Transfer Center	1	EA	25.00	25.00
1013	Out of Schedule Service Sanford Walmart Transfer Center	1	EA	25.00	25.00
1014	Out of Schedule Service Osceola Square Mall Transfer	1	EA	25.00	25.00
1015	Out of Schedule Service Kissimmee Transfer Center	1	EA	25.00	25.00
1016	Out of Schedule Service Apopka Transfer Center	1	EA	25.00	25.00
1017	Out of Schedule Service Rosemont Transfer Center	1	EA	25.00	25.00

**OUT OF SERVICE CONTRACT TOTAL \$225.00**

PLEASE NOTE THAT FOR THE ASSOCIATED COST SHEETS THE UNIT PRICE SHOULD REFLECT THE  
FREQUENCY OF CLEANING AS NOTED ON A MONTHLY BASIS.



## Exhibit "C"

### DBE ADDENDUM

In the event that a DBE goal has been established by the Solicitation the Contractor covenants and agrees as follows:

(a) The Contractor will comply with the DBE goal established by the Solicitation and make good faith efforts to replace any DBE subcontractor that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet such DBE goal. The Contractor shall notify Desna Hunt, 455 N. Garland Avenue, Orlando, Florida 32801; 407-254-3110 (telephone); 407-254-6372 (facsimile) (hereinafter, the "**DBE Liaison Officer**") immediately of any termination of a DBE or any DBE's inability or unwillingness to perform and provide reasonable documentation of same.

(b) Any disputes between the Contractor and any DBE subcontractor, which could reasonable result in a termination or relate to the DBE subcontractor's inability or unwillingness to perform shall be first submitted to the DBE Liaison Officer for consideration. The DBE Liaison Officer may refer the matter to non binding mediation in his or her sole and absolute discretion.

(c) The Contractor shall provide the DBE Liaison Officer with at least thirty (30) days written notice prior to instituting any legal action against a DBE subcontractor.

(d) If any DBE subcontractor is unable or unwilling to perform, the Contractor must obtain prior approval from the DBE Liaison Officer of the substitute DBE and provide copies of new or amended subcontracts, or documentation of good faith efforts.

(e) The Contractor will provide the DBE Liaison Officer with monthly updates as to the Contractor's continuing compliance with the DBE requirements set forth in the Solicitation.

(f) Contracts between the Contractor and any DBE subcontractor shall contain a valid and enforceable waiver of the DBE subcontractor's right to trial by jury.

(g) The Contractor must submit with each invoice a report of DBE expenditures (the "**DBE Expenditure Report**"), if applicable. Such report must show each DBE, the amount of such DBE's subcontract, the amount earned to date, the amount earned with respect to that invoice and the amount remaining to be earned. A legible copy of each invoice, along with the DBE Expenditure Report, must be submitted directly to the DBE Liaison Officer, c/o Central Florida Regional Transportation Authority, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time.

(h) The Contractor shall make prompt and full payment to any DBE subcontractor (including the payment of any retainage) within the later of: (x) thirty (30) days after the DBE subcontractor's work is satisfactorily completed or (y) thirty (30) days after the Contractor receives payment from LYNX for satisfactory completion of the accepted work. For purposes of this DBE Addendum, a DBE subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by LYNX. When LYNX has made an incremental acceptance of a portion of the Services, the work of a DBE subcontractor covered by that acceptance is deemed to be satisfactorily completed. The Contractor may not withhold payment to any DBE subcontractor as a result of the exercise of LYNX's rights under **Section 7(h)** of this Contract.

(i) In order to enforce the requirements set forth in paragraph 9 of this Contract as well as those set forth in this DBE Addendum, and in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law, LYNX reserves the right to withhold five percent (5%) of any amounts owed to the Contractor pursuant to and in accordance with **Section 7(h)** of this Contract.

# Central Florida Regional Transportation Authority

d.b.a.



## CONTRACT MODIFICATION

1. MODIFICATION NO: <b>1</b>	2. CONTRACT/ORDER NO: <b>14-C01</b>	3. CONTRACT/ORDER DATE: <b>1 OCT 2013</b>	4. EFFECTIVE DATE: <b>1 OCT 2014</b>
4. ISSUED BY: Central Florida Regional Transportation Authority Procurement & Contracts Division 455 N. Garland Avenue Orlando, FL 32801		5. NAME AND ADDRESS OF CONTRACTOR: TJ'S Construction Clean-Up, L.L.C. 2821 Salisbury Blvd. Winter Park, FL 32789	

6. THIS CONTRACT MODIFICATION IS ISSUED PURSUANT TO: Section 16, Amendment Of Contract

Contractor is not required to sign this document and return it to the issuing office.

7. DESCRIPTION OF MODIFICATION

- a. LYNX hereby exercises final option year four for the period of October 1, 2014 through September 30, 2015.
- b. All other terms and conditions remain in full force and effect.

Original Contract Amount	50,180.00
Contract Amount Adjusted by Previous Modifications	-0-
Contract Amount due to this Modification	50,180.00
Revised Contract Amount	100,360.00

8A. NAME AND TITLE OF SIGNER (Type or Print)	9a. NAME AND TITLE OF CONTRACTING OFFICER John M. Lewis, Jr. Chief Executive Officer
B. CONTRACTOR	9b. CENTRAL FLORIDA TRANSPORTATION AUTHORITY
(Signature of person authorized to sign)	(Signature of Contracting Officer)
8C. DATE SIGNED:	9C. DATE SIGNED: 9/30/14

**EXHIBIT B – PRICING SCHEDULE**

<b>OPTION YEAR ONE</b>					
<b>OCTOBER 1 2014 THROUGH SEPTEMBER 30 2015</b>					
<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>MONTHLY COST</b>	<b>EXTENDED</b>
1000	Lynx Central Station (City of Orlando) 455 N. Garland Ave <b>Weekly (Once A Week)</b>	52	WK	575.00	29,900.00
1001	Washington Shores Transfer Center (City of Orlando) Bethune Drive & Rogers Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	90.00	2,160.00
1002	Colonial Drive Transfer Center (City of Orlando) Primrose Ave & Amelia Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	90.00	2,160.00
1003	West Oaks Mall Transfer Center (City of Ocoee) 9401 West Colonial Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	40.00	960.00
1004	Sanford Walmart Transfer Center (City of Sanford) 3629 S Orlando Drive <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	60.00	1,440.00
1005	Osceola Square Mall Transfer Center (City of Kissimmee) 3831 West Vine Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	150.00	3,600.00
1006	Kissimmee Transfer Center (City of Kissimmee) Currently under construction. Anticipated completion Summer 2013. <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	250.00	6,000.00
1007	Apopka Transfer Center (City of Apopka) South Central Avenue and 7 <sup>th</sup> Street <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	125.00	3,000.00
1008	Rosemont Transfer Center (City of Orlando) 3975 Rosewood Way, Orlando <b>Twice a month (1<sup>st</sup> and 3<sup>rd</sup> week)</b>	24	WK	40.00	960.00

**CONTRACT TOTAL: \$50,180.00**

**EXHIBIT B – PRICING SCHEDULE**

<b>CLIN</b>	<b>LOCATION</b>	<b>QTY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>EXTENDED</b>
1009	Out of Schedule Service Lynx Central Station	1	EA	25.00	25.00
1010	Out of Schedule Service Washington Shores Transfer Center	1	EA	25.00	25.00
1011	Out of Schedule Service Colonial Drive Transfer Center	1	EA	25.00	25.00
1012	Out of Schedule Service West Oaks Mall Transfer Center	1	EA	25.00	25.00
1013	Out of Schedule Service Sanford Walmart Transfer Center	1	EA	25.00	25.00
1014	Out of Schedule Service Osceola Square Mall Transfer	1	EA	25.00	25.00
1015	Out of Schedule Service Kissimmee Transfer Center	1	EA	25.00	25.00
1016	Out of Schedule Service Apopka Transfer Center	1	EA	25.00	25.00
1017	Out of Schedule Service Rosemont Transfer Center	1	EA	25.00	25.00

**OUT OF SERVICE CONTRACT TOTAL \$225.00**

PLEASE NOTE THAT FOR THE ASSOCIATED COST SHEETS THE UNIT PRICE SHOULD REFLECT THE FREQUENCY OF CLEANING AS NOTED ON A MONTHLY BASIS.

Contract Documents shall further include any later amendments or change orders.

4. **FURNISHING OF SERVICES.** In regard to the Services to be furnished by the Contractor:

(a) **Furnishing of Services.** The Contractor shall furnish to LYNX the Services in compliance with the Contract Documents.

5. **NOT TO EXCEED AMOUNT.** The Contractor shall not provide Services of an amount that would be greater than **\$50,180.** (the "**Not To Exceed Amount**"), unless otherwise agreed to in writing by LYNX. The Contractor shall also not be required to provide Services in excess of said amount, except as otherwise provided in the Contract Documents.

6. **TERM.**

(a) **Initial Term.** Subject to the further provisions set forth in this **Section 6,** the initial term of this Contract shall be for a period of one (1) year commencing on the Effective Date and ending on **October 1, 2014.**

(b) **Options.** LYNX shall have the option to extend this Contract for two (2) renewal terms of one (1) year each under the terms and conditions set forth in the Contract Documents. Unless otherwise specified to the contrary in the Contract Documents, LYNX may exercise its option with respect to any particular option year by delivering written notice to the Contractor of its intent to exercise the option.

(c) **Termination.** LYNX shall have the right to terminate this Contract at any time, in accordance with the provisions of **Section 11** below.

7. **PAYMENT.**

(a) **Payment.** LYNX agrees to pay the Contractor for the Services the amount provided in the Schedule of Fees attached hereto as **Exhibit "B"** and incorporated herein by this reference.

(b) **Maximum Contract Amount.** In any event, the total amount to be paid by LYNX pursuant to this Contract for the Services shall not exceed the Not To Exceed Amount without the further written agreement of LYNX.

(c) **Procedure for Invoicing.** Invoicing for Services must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to Central Florida Regional Transportation Authority,

# Central Florida Regional Transportation Authority

d.b.a.



## CONTRACT MODIFICATION

1. MODIFICATION NO: <b>2</b>	2. CONTRACT/ORDER NO: <b>14-C01</b>	3. CONTRACT/ORDER DATE: <b>1 OCT 2013</b>	4. EFFECTIVE DATE: <b>1 OCT 2015</b>
4. ISSUED BY: Central Florida Regional Transportation Authority Procurement & Contracts Division 455 N. Garland Avenue Orlando, FL 32801		5. NAME AND ADDRESS OF CONTRACTOR: TJ'S Construction Clean-Up, L.L.C. 2821 Salisbury Blvd. Winter Park, FL 32789	

6. THIS CONTRACT MODIFICATION IS ISSUED PURSUANT TO: Section 16, Amendment Of Contract

**Contractor is required to sign this document and return it to the issuing office.**

7. DESCRIPTION OF MODIFICATION

- a. LYNX hereby Exercises final Option Year for the period of October 1, 2015 through September 30, 2016.
- b. All other terms and conditions remain in full force and effect.

Original Contract Amount	\$50,180.00
Contract Amount Adjusted by Previous Modifications	\$50,180.00
Contract Amount due to this Modification	\$50,180.00
Revised Contract Amount	\$150,540.00

8A. NAME AND TITLE OF SIGNER (Type or Print) <i>TERRY BROWN - OWNER</i>	9a. NAME AND TITLE OF CONTRACTING OFFICER Susan Black Interim Chief Executive Officer
B. CONTRACTOR TJ's Quality Cleaning <i>Terry Brown</i> (Signature of person authorized to sign)	9b. CENTRAL FLORIDA TRANSPORTATION AUTHORITY <i>Susan Black</i> (Signature of Contracting Officer)
8C. DATE SIGNED: <i>9/17/15</i>	9C. DATE SIGNED: <i>9.18.15</i>

# Central Florida Regional Transportation Authority

d.b.a.



## CONTRACT MODIFICATION

1. MODIFICATION NO: <b>3</b>	2. CONTRACT/ORDER NO: <b>14-C01</b>	3. CONTRACT/ORDER DATE: <b>1 OCT 2013</b>	4. EFFECTIVE DATE: <b>1 OCT 2016</b>
4. ISSUED BY: Central Florida Regional Transportation Authority Procurement & Contracts Division 455 N. Garland Avenue Orlando, FL 32801		5. NAME AND ADDRESS OF CONTRACTOR: TJ'S Construction Clean-Up, L.L.C. 2821 Salisbury Blvd. Winter Park, FL 32789	

6. THIS CONTRACT MODIFICATION IS ISSUED PURSUANT TO: Section 16, Amendment Of Contract

**Contractor is required to sign this document and return it to the issuing office.**

7. DESCRIPTION OF MODIFICATION

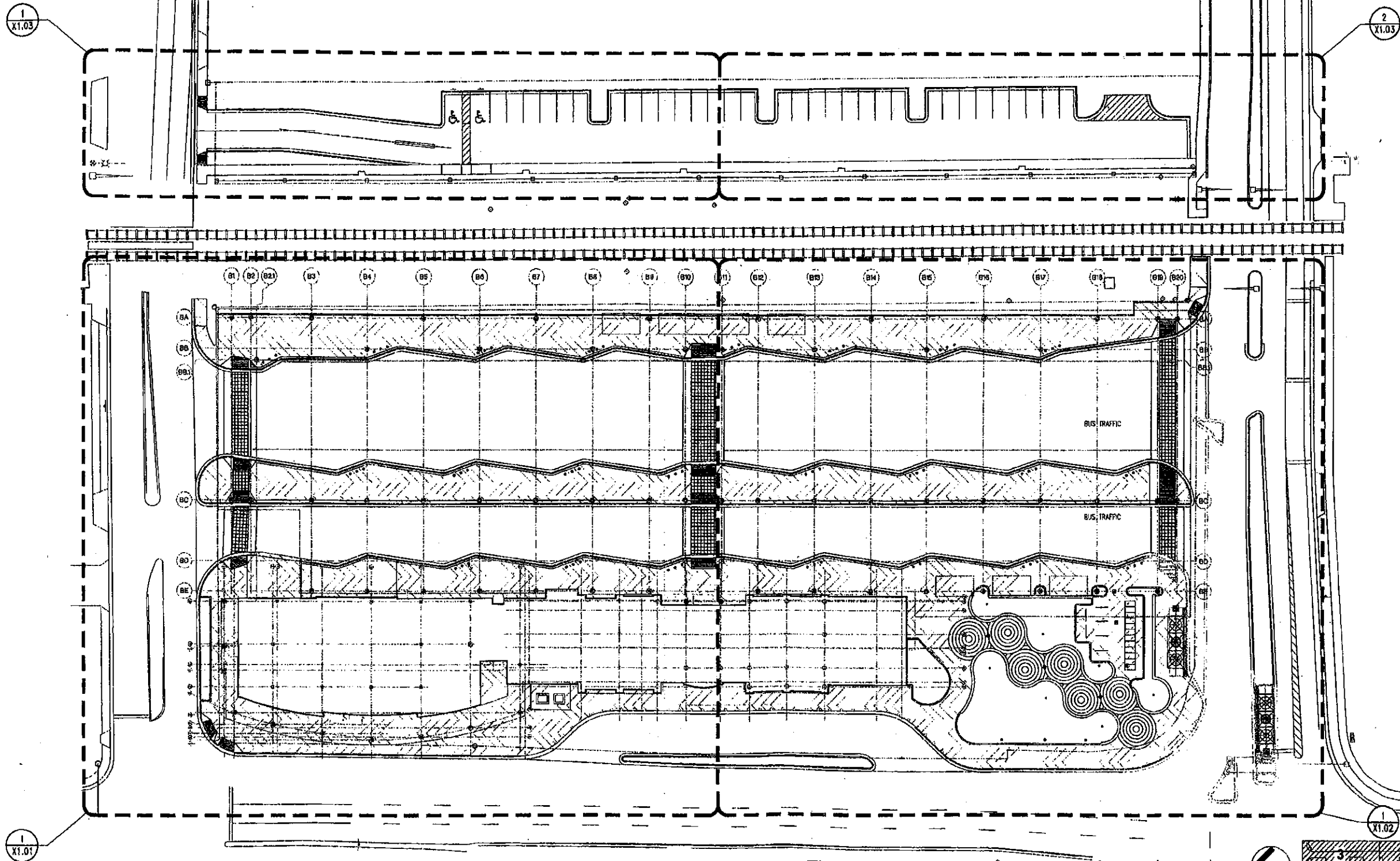
- a. LYNX hereby extends Pressure Washing services for of nine (9) months from October 1, 2016 through June 10, 2017.
- b. All other terms and conditions remain in full force and effect.

Original Contract Amount	\$50,180.00
Contract Amount Adjusted by Previous Modifications	\$150,540.00
Contract Amount due to this Modification	\$35,910.00
Revised Contract Amount	\$186,450.00

8A. NAME AND TITLE OF SIGNER (Type or Print)  <i>Terry Brown - OWNER</i>	9a. NAME AND TITLE OF CONTRACTING OFFICER  Edward L. Johnson Chief Executive Officer
B. CONTRACTOR TJ's Quality Cleaning  <i>Terry Brown</i> (Signature of person authorized to sign)	9b. CENTRAL FLORIDA TRANSPORTATION AUTHORITY  <i>[Signature]</i> (Signature of Contracting Officer)
8C. DATE SIGNED: <i>11/3/2016</i>	9C. DATE SIGNED: <i>15 Nov 16</i>



<b>Bid Tabulation Sheet</b> <b>LYNX BID: 13-B19</b> <b>LYNX CENTRAL STATION AND TRANSFER CENTER PRESSURE WASHING</b> <b>Bid Opening Date: July 31, 2013</b> <b>Bid Opening Time: 2:00 pm</b>				TJ'S Quality Construction Clean-UP LLC 2821 Salisbury Blvd. Winter Park, FL 32780		PCPI Services, Inc. d/b/a Pressure Cleaning Professionals 819 S. Lake Jessup Ave. Oviedo, FL 32765		D&A Building Services 321 Georgia Avenue Longwood, FL 32750	
CLIN	CONTRACT YEAR ONE JUNE 1 2013 THROUGH SEPTEMBER 30 2013	QTY	U/I	UNIT COST	EXTENDED	UNIT COST	EXTENDED	UNIT COST	EXTENDED
1000	Lynx Central Station (City of Orlando) 455 N. Garland Ave Weekly (Once A Week)	52	WK	575.00	29,900.00	5,000.00	260,000.00	2,765.00	143,780.00
1001	Washington Shores Transfer Center (City of Orlando) Bethune Drive & Rogers Drive Twice A Month (1st & 3rd week)	24	WK	90.00	2,160.00	1,100.00	26,400.00	385.00	9,240.00
1002	Colonial Drive Transfer Center (City of Orlando) Primrose Ave & Amelia Street Twice A Month (1st & 3rd week)	24	WK	90.00	2,160.00	1,100.00	26,400.00	595.00	14,280.00
1003	West Oaks Mall Transfer Center (City of Ocoee) 9401 West Colonial Drive Twice A Month (1st & 3rd week)	24	WK	40.00	960.00	378.00	9,072.00	211.68	5,080.32
1004	Sanford Walmart Transfer Center (City of Sanford) 3629 S Orlando Drive Twice A Month (1st & 3rd week)	24	WK	60.00	1,440.00	350.00	8,400.00	210.00	5,040.00
1005	Osceola Square Mall Transfer Center (City of Kissimmee) 3831 West Vine Street Twice A Month (1st & 3rd week)	24	WK	150.00	3,600.00	600.00	14,400.00	352.80	8,467.20
1006	Kissimmee Transfer Center (City of Kissimmee) Currently under construction. Anticipated completion Summer 2013. Twice A Month (1st & 3rd week)	24	WK	250.00	6,000.00	1,000.00	24,000.00	1,295.00	31,080.00
1007	Apopka Transfer Center (City of Apopka) South Central Avenue and 7th Street Twice A Month (1st & 3rd week)	24	WK	125.00	3,000.00	850.00	20,400.00	505.75	12,138.00
1008	Rosemont Transfer Center (City of Orlando) 3975 Rosewood Way, Orlando Twice A Month (1st & 3rd week)	24	WK	40.00	960.00	1,400.00	33,600.00	840.00	20,160.00
1009	Out of Schedule Service Lynx Central Station	1	EA	25.00	25.00	5,000.00	5,000.00	2,765.00	2,765.00
1010	Out of Schedule Service Washington Shores Transfer Center	1	EA	25.00	25.00	1,100.00	1,100.00	385.00	385.00
1011	Out of Schedule Service Colonial Drive Transfer Center	1	EA	25.00	25.00	1,100.00	1,100.00	595.00	595.00
1012	Out of Schedule Service West Oaks Mall Transfer Center	1	EA	25.00	25.00	378.00	378.00	211.68	211.68
1013	Out of Schedule Service Sanford Walmart Transfer Center	1	EA	25.00	25.00	350.00	350.00	210.00	210.00
1014	Out of Schedule Service Osceola Square Mall Transfer	1	EA	25.00	25.00	600.00	600.00	352.80	352.80
1015	Out of Schedule Service Kissimmee Transfer Center	1	EA	25.00	25.00	1,000.00	1,000.00	1,295.00	1,295.00
1016	Out of Schedule Service Apopka Transfer Center	1	EA	25.00	25.00	850.00	850.00	505.75	505.75
1017	Out of Schedule Service Rosemont Transfer Center	1	EA	25.00	25.00	1,400.00	1,400.00	840.00	840.00
				<b>YR 1</b>	50,180.00	<b>YR 1</b>	422,672.00	<b>YR 1</b>	249,265.52
				<b>TOTAL</b>	<b>50,180.00</b>	<b>TOTAL</b>	<b>422,672.00</b>	<b>**TOTAL</b>	<b>249,265.52</b>
				<b>Total Out of Service Schedule Service</b>					
					225.00		11,778.00		7,160.23
				<b>GRAND TOTAL</b>	50,405.00		434,450.00		256,425.75



**Central Station**  
Orlando, Florida



Central Florida Regional Transportation Authority

Revision:

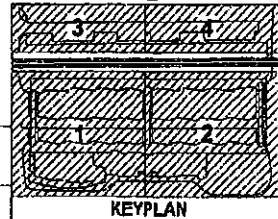
No.	Date	Description

Issued for:	Date:
FINAL SECURITY ENGINEERING	10/08/03

Drawing Title  
**SECURITY SITE PLAN**

Proj. No.:	102048
Drawn By:	TAJ
Proj. Coord.:	TLJ
Proj. Mgr.:	JTA
File:	102048

Seal  
*[Signature]*  
Sheet No.  
**X1.00**

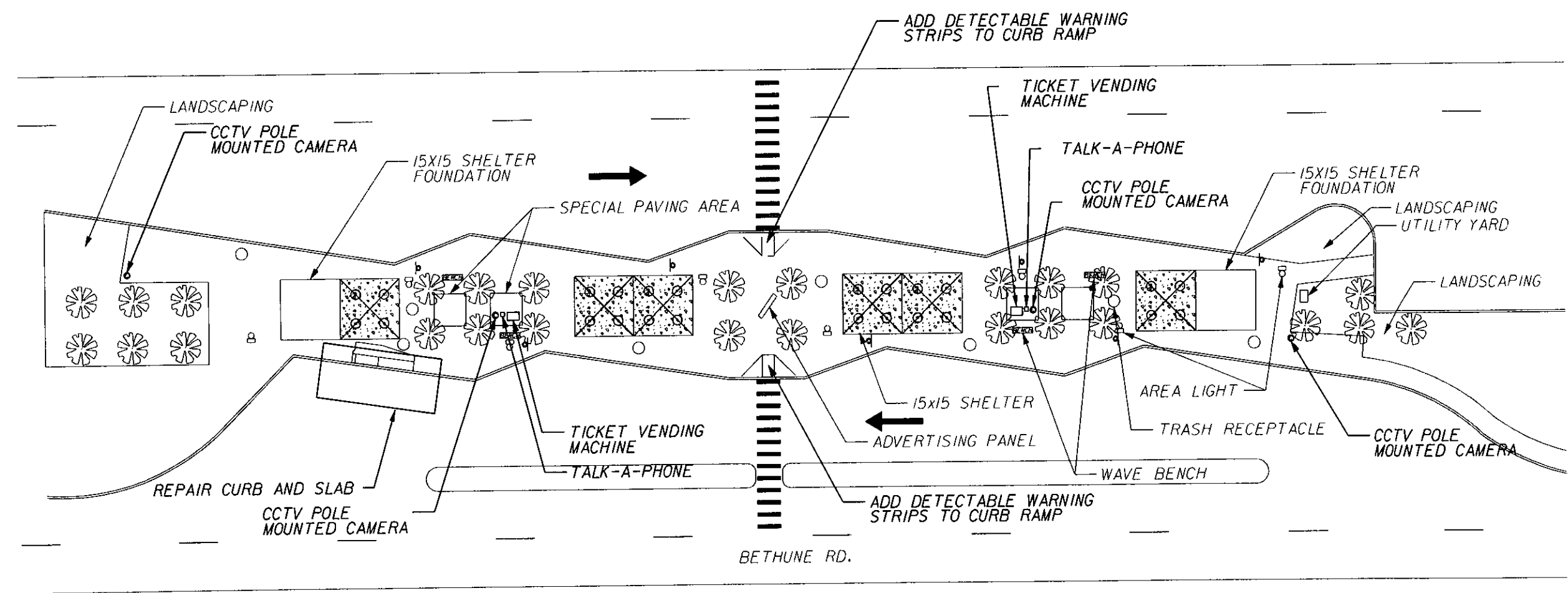


**1 SECURITY SITE PLAN**  
1/32" = 1'-0"

NOTES:

- JOINT SEALANT SHOULD BE REPLACED THROUGHOUT THE SITE
- CHECK LIGHTING ON BUS BAY SIGN POLES
- CLEAN SHELTERS
- ADD MULCH AROUND TREES & BUSHES
- REMOVE GRAFFITI FROM BENCHES
- REPLACE PAVEMENT MARKINGS WITH THERMOPLASTIC MARKINGS

1"=30'



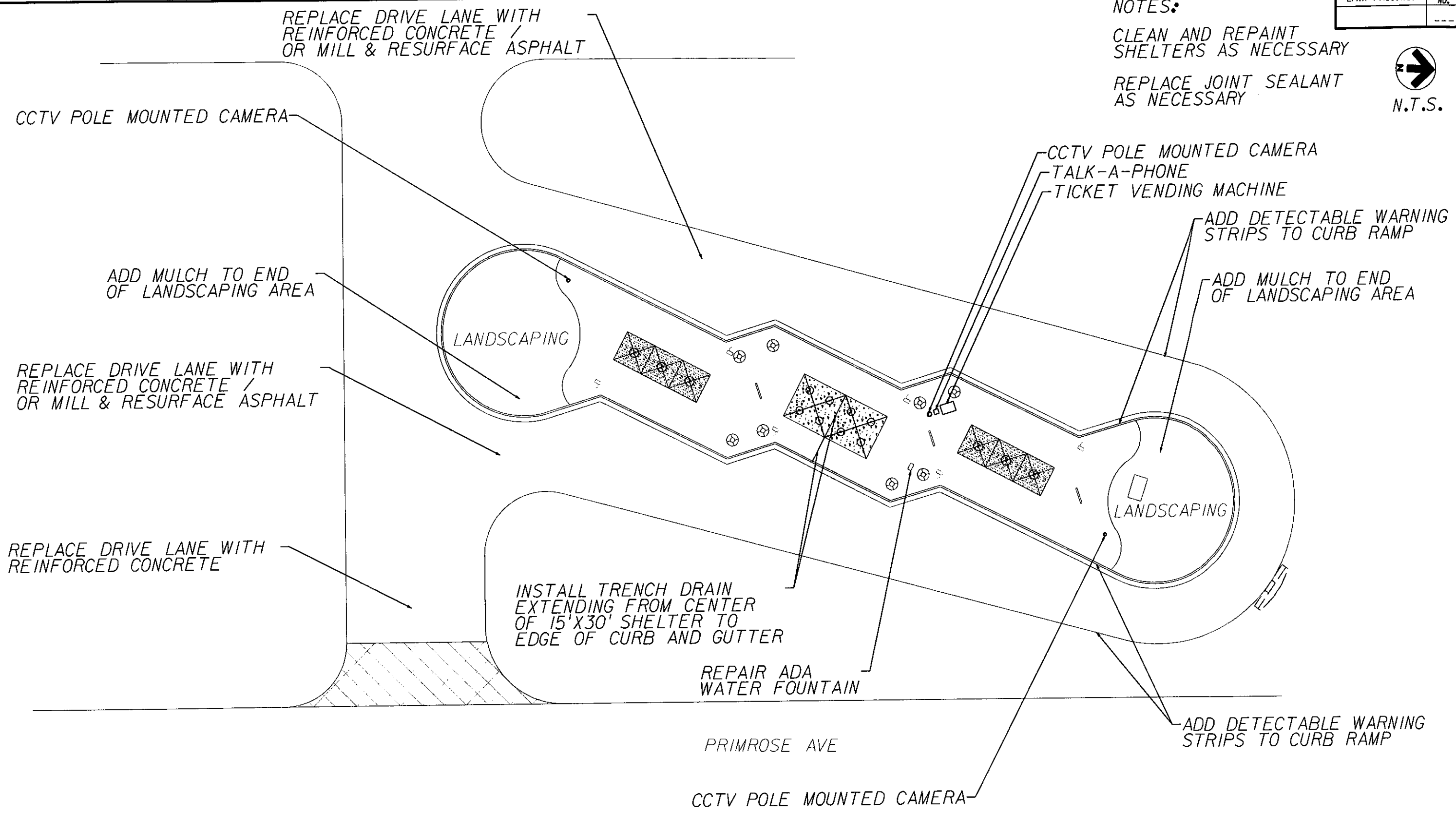
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CHRISTOPHER MARTIN FL PE# 68445  
 30 SOUTH KELLER ROAD, SUITE 500  
 ORLANDO, FL, 32810  
 407. 660. 1719 #EB00001624

CENTRAL FLORIDA REGIONAL  
 TRANSPORTATION AUTHORITY

WASHINGTON SHORES SUPER STOP  
 PROPOSED AMENITIES

NOTES:  
 CLEAN AND REPAINT SHELTERS AS NECESSARY  
 REPLACE JOINT SEALANT AS NECESSARY



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CHRISTOPHER MARTIN FL PE# 68445  
 30 SOUTH KELLER ROAD, SUITE 500  
 ORLANDO, FL, 32810  
 407. 660. 1719 #EB00001624

CENTRAL FLORIDA REGIONAL  
 TRANSPORTATION AUTHORITY

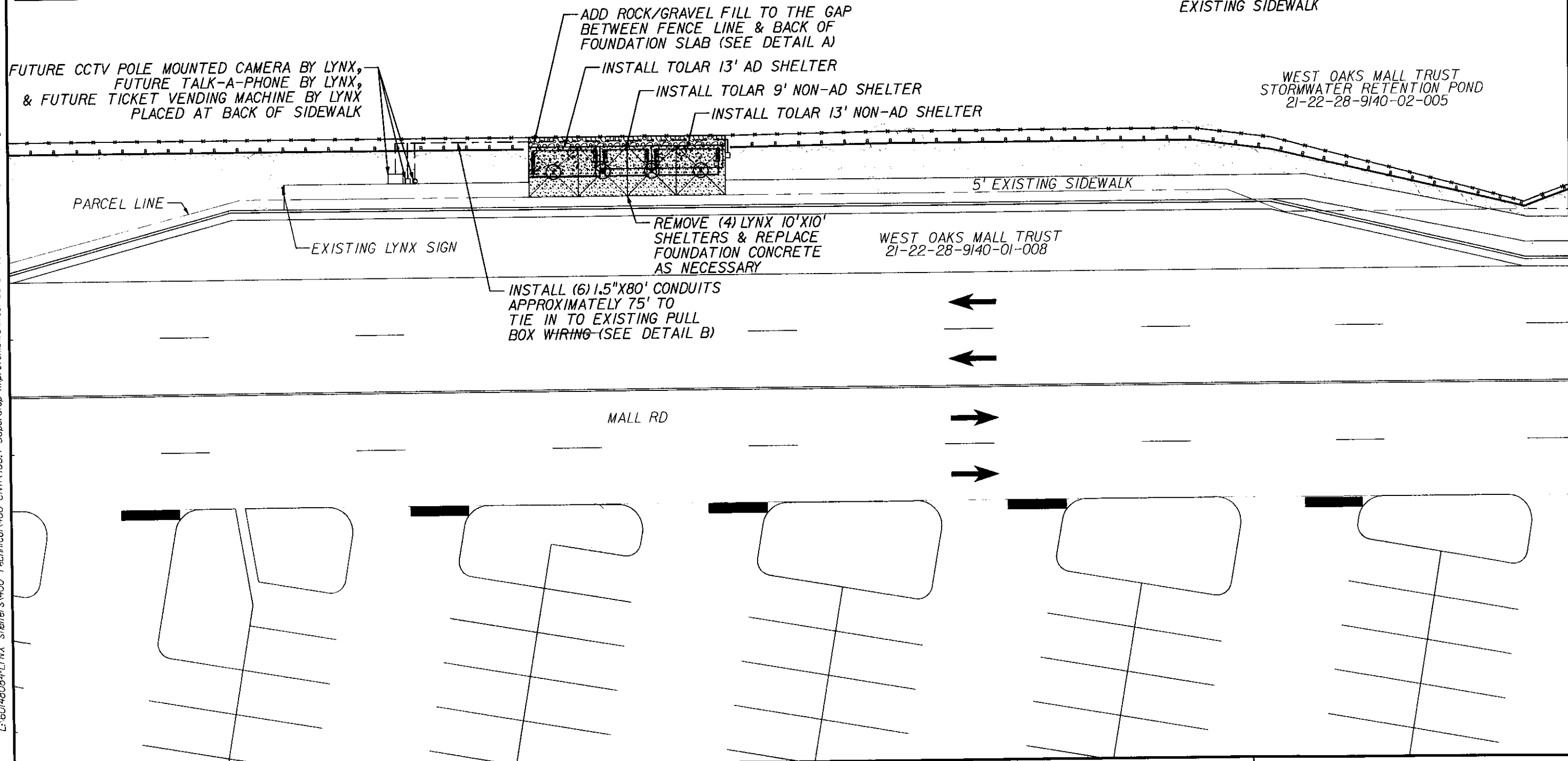
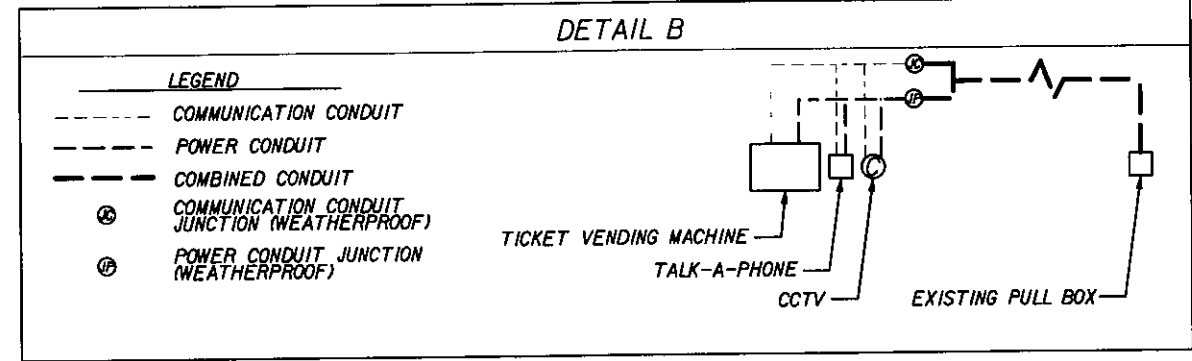
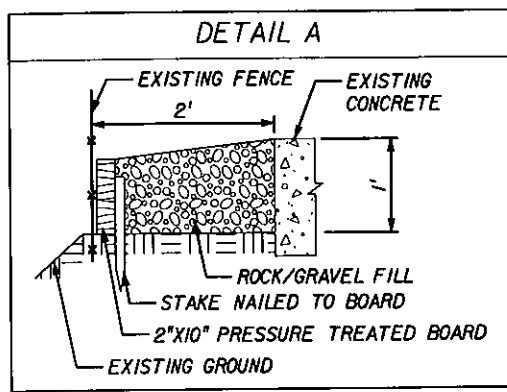
COLONIAL PLAZA SUPER STOP  
 PROPOSED AMENITIES

NOTE:  
LYNX STOP ID #1621

REMOVE (4) EXISTING LYNX 10'X10' SHELTERS & TRANSPORT TO LOCATION DESIGNATED BY LYNX

INSTALL TOLAR 13' AD, 9' NON-AD, & 13' NON-AD SHELTERS ON EXISTING FOUNDATIONS

NEW SIDEWALK TO MATCH EXISTING SIDEWALK



L:\60148084-LYNX\_shefets\400\_Technical\406\_Civil\405.4\_Superstop\_Improvements\West Oaks Mall Super Stop.dgn

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**AECOM**  
CERTIFICATION OF AUTHORIZATION NO. 8115

CHRISTOPHER MARTIN FL PE# 68445  
150 NORTH ORANGE AVE, SUITE 200  
ORLANDO, FL, 32801  
407.284.4824

**LYNX** CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

WEST OAKS MALL SUPER STOP  
~~PROPOSED IMPROVEMENTS~~

NOTES:

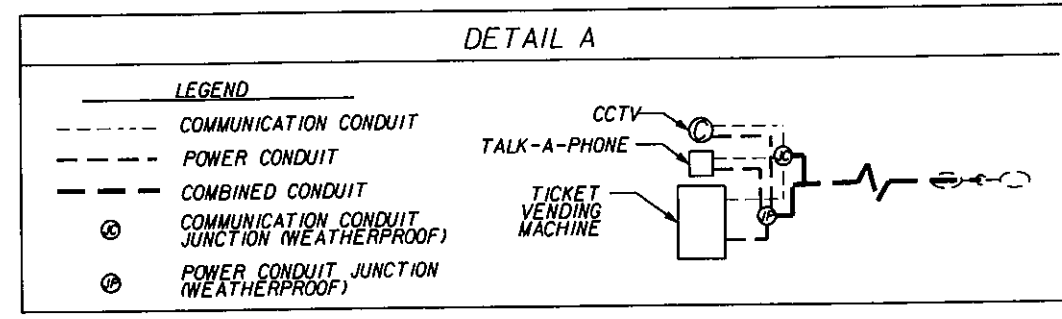
LYNX STOP ID# 2149

CONST (4) LYNX 10'X10' SHELTERS & FOUNDATIONS WITH SOLAR LIGHTS ON SHELTERS

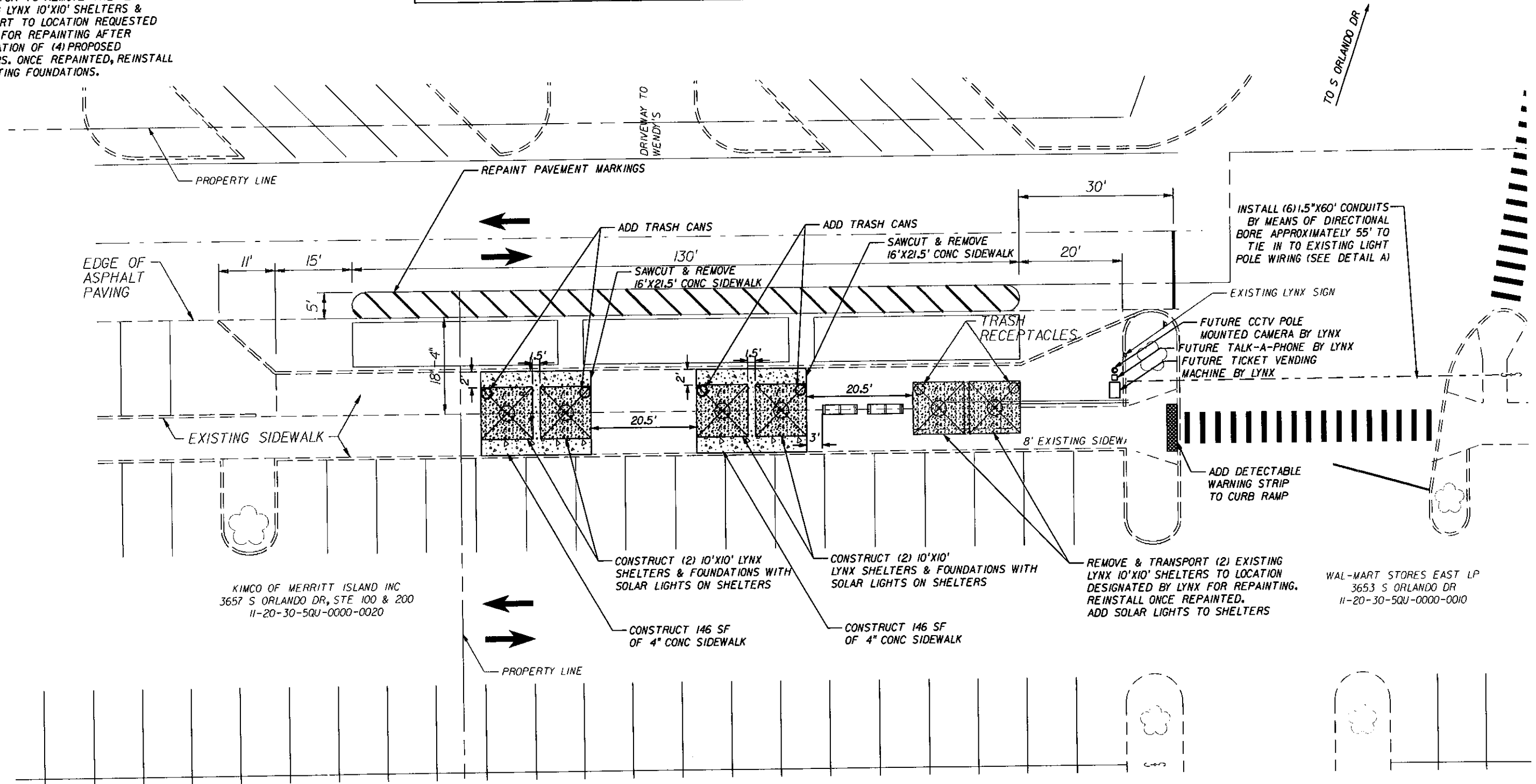
TOP OF SLAB TO MATCH TOP OF SIDEWALK

NEW SIDEWALK TO MATCH EXISTING SIDEWALK

CONTRACTOR TO REMOVE THE (2) EXISTING LYNX 10'X10' SHELTERS & TRANSPORT TO LOCATION REQUESTED BY LYNX FOR REPAINTING AFTER INSTALLATION OF (4) PROPOSED SHELTERS. ONCE REPAINTED, REINSTALL ON EXISTING FOUNDATIONS.



L:\60148084-LYNX shelters\400 Technical\406 Civil\406.4 Superstop Improvements\Sanford Walmart Super Stop.dgn



KIMCO OF MERRITT ISLAND INC  
3657 S ORLANDO DR, STE 100 & 200  
11-20-30-5QU-0000-0020

WAL-MART STORES EAST LP  
3653 S ORLANDO DR  
11-20-30-5QU-0000-0010

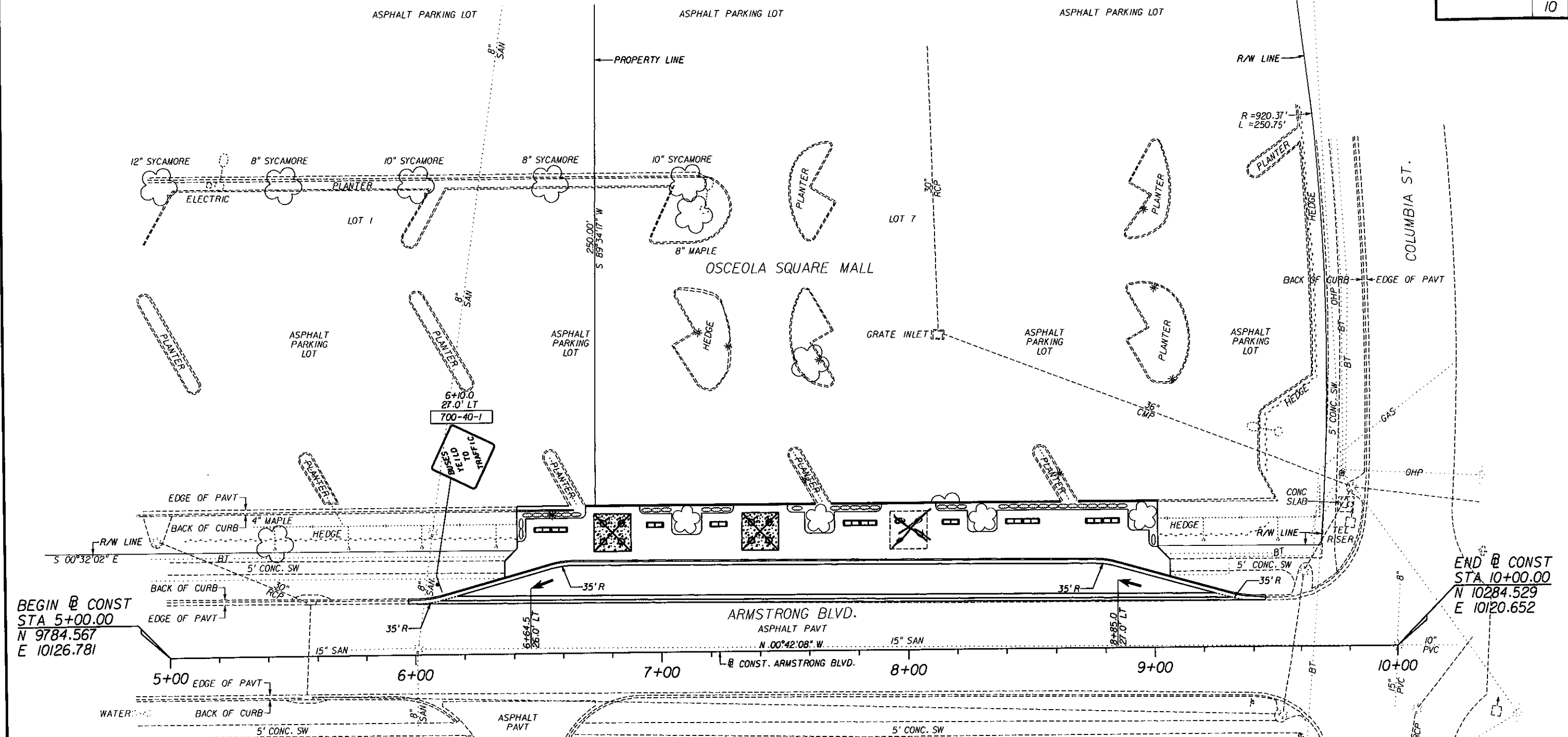
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



CHRISTOPHER MARTIN FL PE# 68445  
150 NORTH ORANGE AVE, SUITE 200  
ORLANDO, FL, 32801  
407.284.4824



SANFORD WAL-MART SUPER STOP  
PROPOSED IMPROVEMENTS



**M.O.T. GENERAL NOTES**

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX 600 AND INDEX 621.
2. ALL EXISTING SIGNS WHICH CONFLICT WITH THE TRAFFIC CONTROL PLAN DURING A CONSTRUCTION PERIOD SHALL BE REMOVED OR COVERED AS NECESSARY. THE CONTRACTOR SHALL MAINTAIN AND RELOCATE EXISTING ROADWAY SIGNS AS CONDITIONS WARRANT THROUGHOUT THE DURATION OF CONSTRUCTION.
3. THE EXISTING REGULATORY SPEED LIMIT SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED IN THE PLANS.
4. THE CONTRACTOR SHALL INSTALL CONSTRUCTION SIGNING PRIOR TO COMMENCEMENT OF ALL CONSTRUCTION OPERATIONS AND MAINTAIN SIGNING THROUGHOUT THE DURATION OF CONSTRUCTION.
5. POSITIVE DRAINAGE TO BE MAINTAINED AT ALL TIMES FOR THE ENTIRE PROJECT.
6. FOR ROADWAY CLOSURE, THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE CITY OF KISSIMMEE 72 HOURS IN ADVANCE OF PROPOSED CLOSURE. THE CONTRACTOR SHALL NOTIFY ALL EMERGENCY SERVICES (FIRE & RESCUE) 48 HOURS IN ADVANCE OF CLOSURE.

BEGIN @ CONST  
STA 5+00.00  
N 9784.567  
E 10126.781

END @ CONST  
STA 10+00.00  
N 10284.529  
E 10120.652

DESIGN FILE: L:\WORK\PROJECTS\42051\ADD\003\CADD\ARMSTRONG SAPM\OSGMSPOI.DGN  
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 42051\CADD\003\CADD\ARMSTRONG TOP.DGN  
 42051\CADD\003\CADD\ARMSTRONG USGNOI.DGN

REVISIONS											
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**AECOM**  
30 South Keller Road  
Suite 500  
Orlando, FL 32810

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

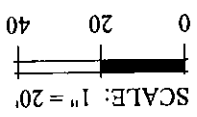
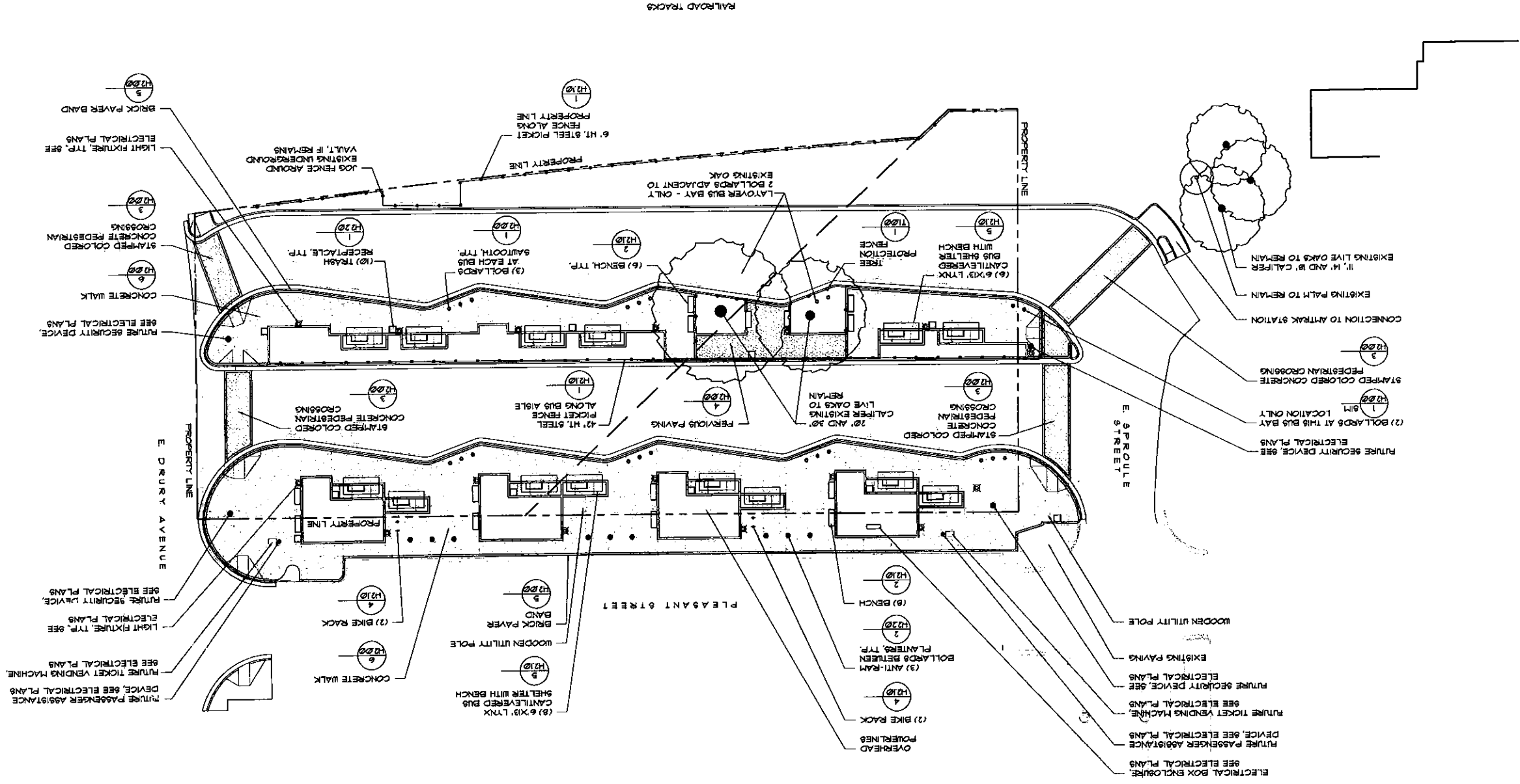
osceola square mall  
SIGNING AND PAVEMENT MARKING  
/ MAINTENANCE OF TRAFFIC

HARDSCAPE PLANS  
Hardscape Plan

DIX LATHROP  
AND ASSOCIATES, INC.  
150 W. JESSUP AVENUE  
LODGEWOOD, FLORIDA  
32043-4874 FAX 407 487 1774

LYNX KISSIMMEE INTERMODAL BUS FACILITY  
Kissimmee, Florida  
AECOM  
150 North Orange Avenue, Suite 200, Orlando, FL 32801

Date:	12/7/12
Drawn by:	SD
Reviewed by:	CL
Job Number:	1202.00
Revisions:	
Date:	

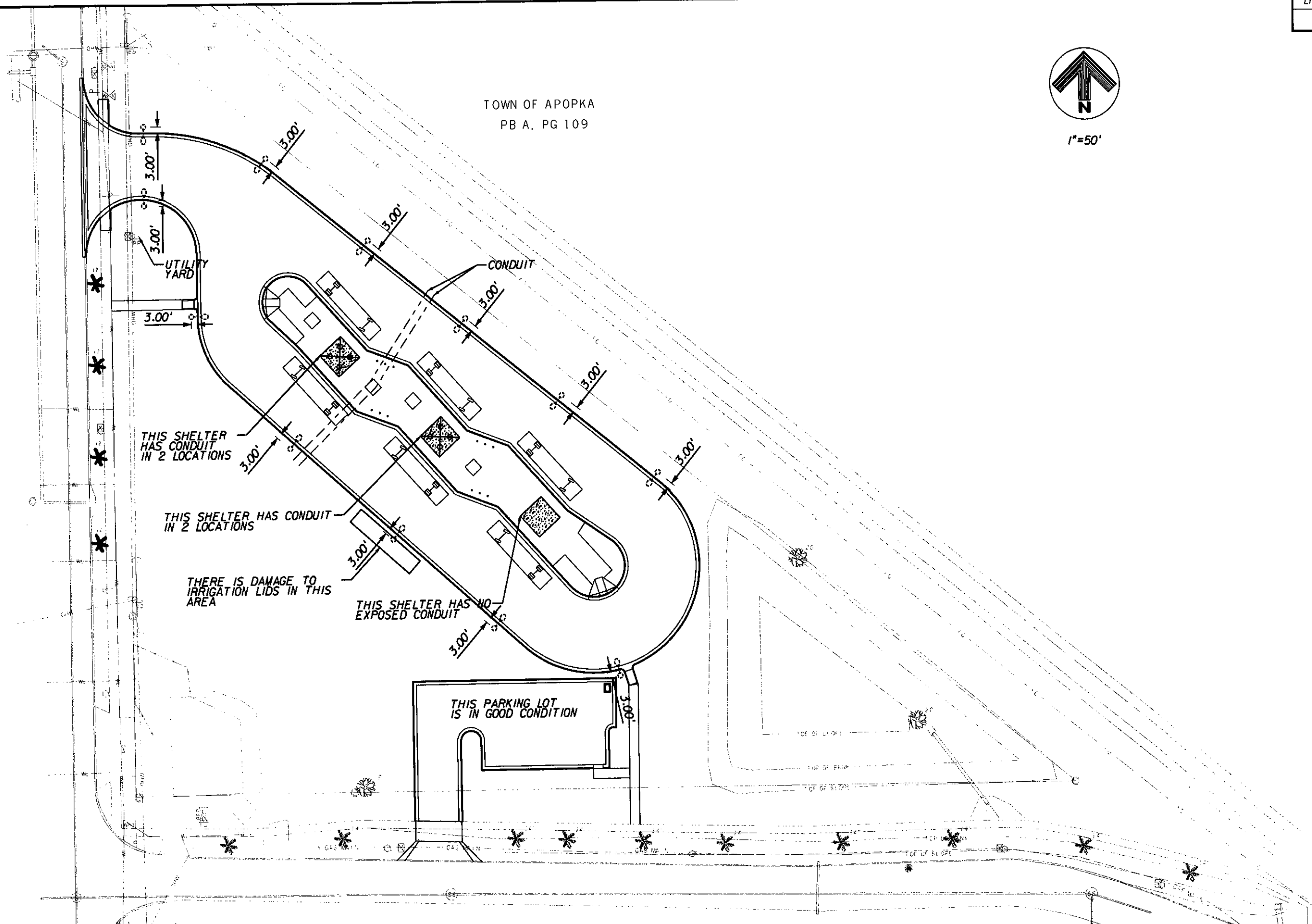




TOWN OF APOPKA  
PB A, PG 109



1"=50'



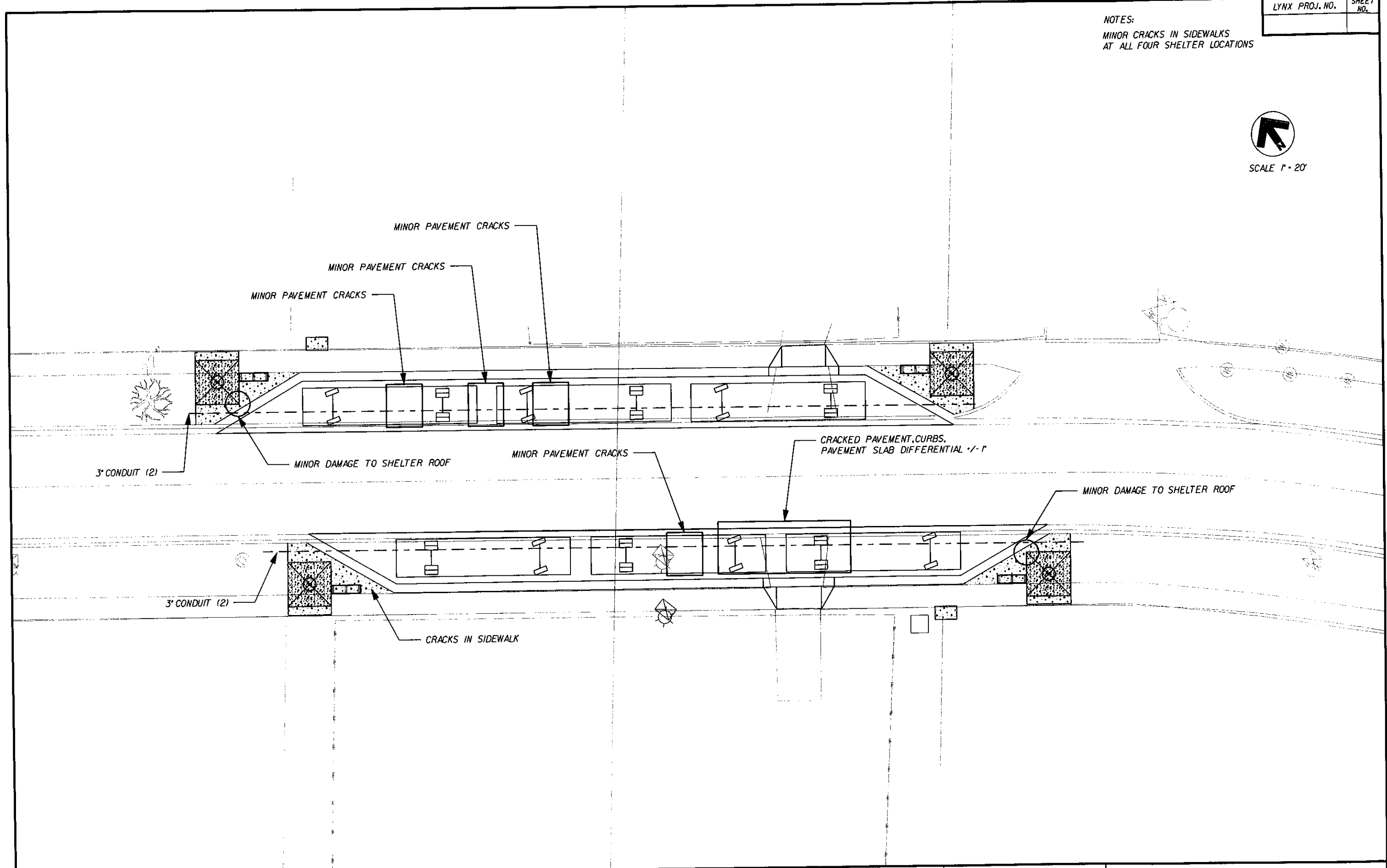
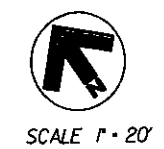
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CHRISTOPHER MARTIN FL PE# 68445  
30 SOUTH KELLER ROAD, SUITE 300  
ORLANDO, FL, 32810  
407. 660. 1719 #EB00001624

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

APOPKA SUPER STOP  
EXISTING CONDITIONS PLAN

NOTES:  
 MINOR CRACKS IN SIDEWALKS  
 AT ALL FOUR SHELTER LOCATIONS



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CHRISTOPHER MARTIN FL PE# 68445  
 30 SOUTH KELLER ROAD, SUITE 500  
 ORLANDO, FL, 32810  
 407. 660. 1719 #EB00001624

CENTRAL FLORIDA REGIONAL  
 TRANSPORTATION AUTHORITY

ROSEMONT SUPER STOP  
 SITE PLAN

NOTES:

LYNX STOP ID 2366  
(OLD STOP ID 4251)

INSTALL (2) LYNX 10'X10' SHELTERS & FOUNDATIONS

REMOVE EXISTING SIDEWALK AS REQUIRED TO ACCOMMODATE FOOTINGS

TOP OF SLAB TO MATCH TOP OF SIDEWALK

REGRADE & SOD A 2' WIDE AREA BEYOND THAT DISTURBED BY CONSTRUCTION

SET SHELTER HEIGHT TO AN 8' VERTICAL CLEARANCE

RESTORE DISTURBED AREA IN RIGHT-OF-WAY TO EXISTING OR BETTER CONDITION

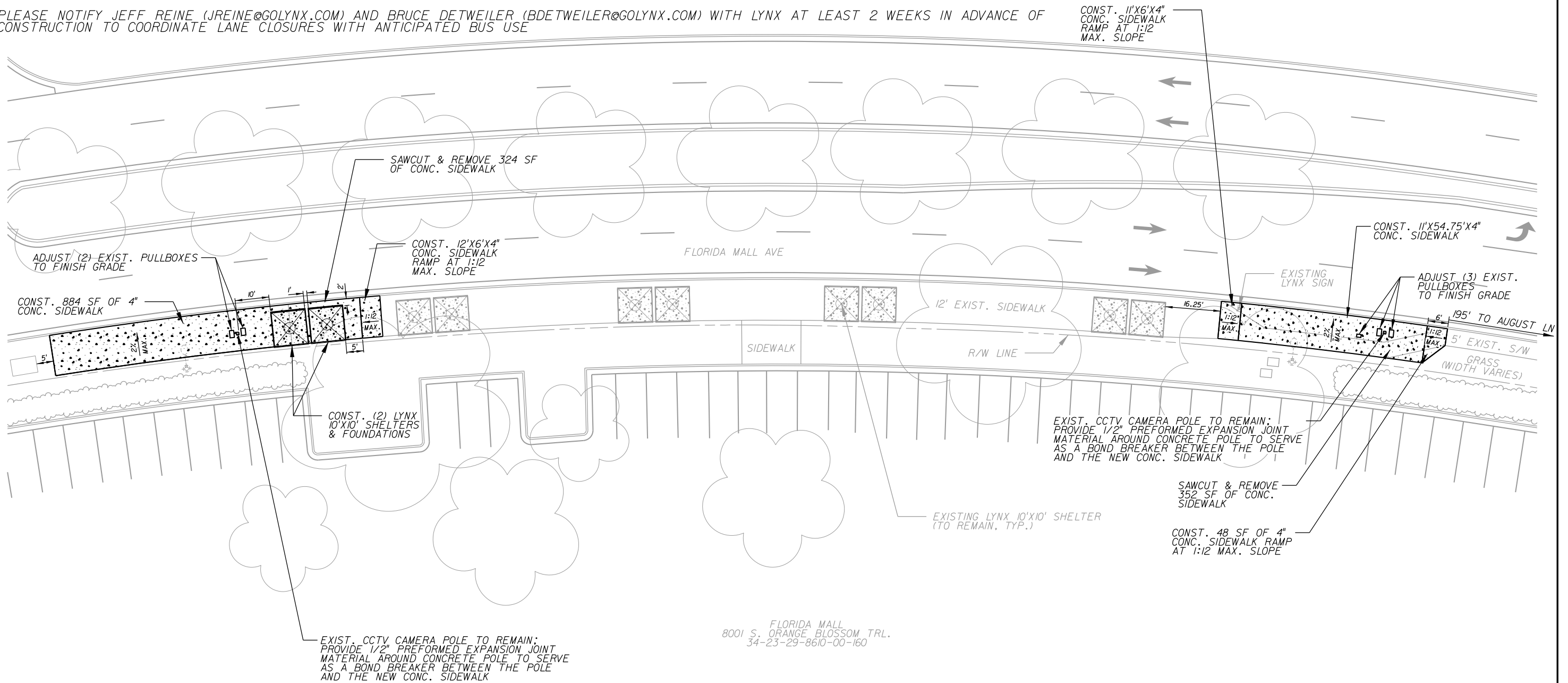
PHASE CONSTRUCTION TO MAINTAIN A 4' MINIMUM PEDESTRIAN WALKWAY AT ALL TIMES DURING CONSTRUCTION; PROVIDE A TEMPORARY ADA WALKWAY SURFACE AS NEEDED

DUE TO NEAR-CONTINUOUS USE OF THIS FACILITY, CONSTRUCTION TIMES SHALL BE LIMITED TO 10 PM TO 4 AM UNLESS OTHERWISE APPROVED BY LYNX

PLEASE NOTIFY JEFF REINE (JREINE@GOLYNX.COM) AND BRUCE DETWEILER (BDTWEILER@GOLYNX.COM) WITH LYNX AT LEAST 2 WEEKS IN ADVANCE OF CONSTRUCTION TO COORDINATE LANE CLOSURES WITH ANTICIPATED BUS USE



SCALE 1" = 30'



FLORIDA MALL  
8001 S. ORANGE BLOSSOM TRL.  
34-23-29-8610-00-160

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

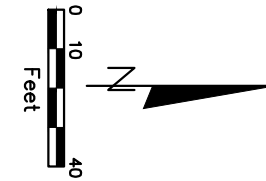
EDWARD W. HOLMES, FL PE # 45245  
AECOM  
150 N Orange Ave, Suite 200  
Orlando, FL 32801  
T 407.843.6552 F 407.264.4855  
Certificate of Authorization No. 8115



Central Florida Regional  
Transportation Authority  
COUNTY  
ORANGE

**PROPOSED LYNX SHELTER**  
**1110 FLORIDA MALL AVE**  
**ORANGE COUNTY, FLORIDA**

SHEET  
NO.



STA. 10+00.00  
 N = 9989.73  
 E = 10019.48  
 ELEV=68.34  
 SET NAIL & DISK  
 BASELINE REF. PT. PSM4838

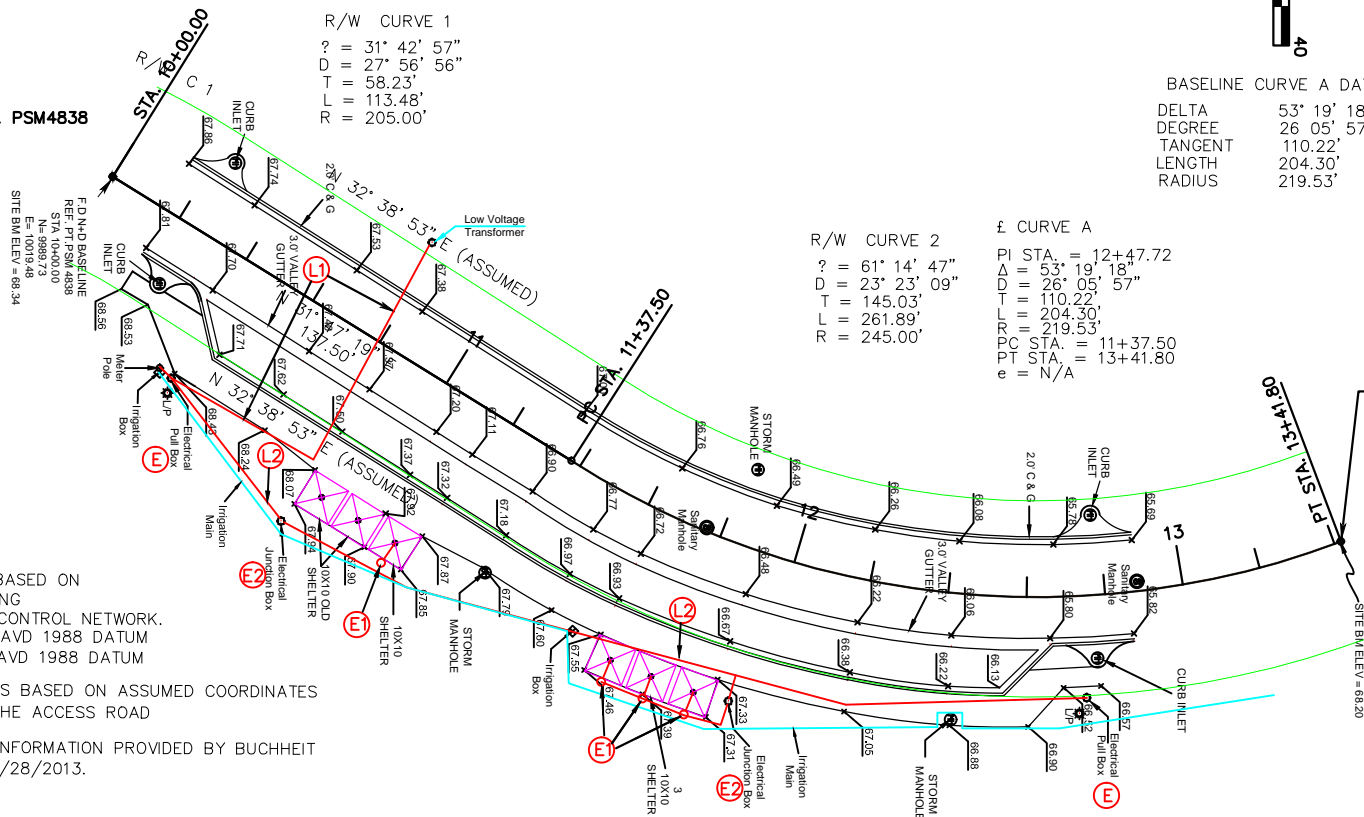
R/W CURVE 1  
 ? = 31° 42' 57"  
 D = 27° 56' 56"  
 T = 58.23'  
 L = 113.48'  
 R = 205.00'

BASELINE CURVE A DATA  
 DELTA = 53° 19' 18"  
 DEGREE = 26° 05' 57"  
 TANGENT = 110.22'  
 LENGTH = 204.30'  
 RADIUS = 219.53'

R/W CURVE 2  
 ? = 61° 14' 47"  
 D = 23° 23' 09"  
 T = 145.03'  
 L = 261.89'  
 R = 245.00'

E CURVE A  
 PI STA. = 12+47.72  
 Δ = 53° 19' 18"  
 D = 26° 05' 57"  
 T = 110.22'  
 L = 204.30'  
 R = 219.53'  
 DC STA. = 11+37.50  
 PT STA. = 13+41.80  
 e = N/A

STA. 13+41.80  
 N = 10302.54  
 E = 10112.46  
 ELEV=66.20  
 SET NAIL & DISK



**SURVEY NOTES:**

- VERTICAL CONTROL IS BASED ON OSCEOLA CO. ENGINEERING DEPARTMENT VERTICAL CONTROL NETWORK.  
 # 04A084 ELEV=65.92 NAVD 1988 DATUM  
 # 06A001 ELEV=68.06 NAVD 1988 DATUM
- HORIZONTAL CONTROL IS BASED ON ASSUMED COORDINATES OF THE WEST R/W OF THE ACCESS ROAD
- TOPOGRAPHIC SURVEY INFORMATION PROVIDED BY BUCHHEIT ASSOCIATES, INC. ON 08/28/2013.

Electrical Notes given by Electrical Contractor (see Sketch)

- (L1) - Service Conduits & Conductors 36" below Grade.
- (L2) - 2 - 2" Low Voltage Conduits 24" below Grade.
- (E) - Electrical Pull Box with Grounded Rods 1-10' & 1-30' connected by Exo-Thermal Welding.
- (E1) - 1-10' Grounding Rod grounded to Shelter.



**From:** Nancy Rodriguez, Senior Contracts Administrator  
**To:** Interested Firms  
**Date:** June 8, 2017  
**Re:** Minutes of Pre-Bid Conference  
**17-B07; Pressure Washing LYNX Central Station (LCS),  
LYNX Facilities and Transfer Centers**

A Pre-Bid Conference was held at 1:00 pm E.S.T., on June 8, 2017. A Pre-Bid Meeting Agenda was distributed prior to the meeting.

The following LYNX personnel assisting with this project were in attendance:

- Nancy Rodriguez, Sr. Contracts Administrator
- Sheena Bartley, Sr. Contracts Administrator
- LouEmma Cromity, Manager of Procurement
- Steve Walczak, Scope of Work/Project Manager
- Juan Battle, Deputy Director of Transportation
- Linda Stevens-Olsen, Procurement Assistant

The following non-LYNX personnel were in attendance regarding Scope of Work:

- None

The following areas of the BID were covered during the meeting:

- All communications must be directed to the Senior Contracts Administrator
- Any questions asked regarding this conference are to be submitted in writing via e-mail only
- Due date for Questions and Clarifications is **June 19, 2017**, at 5:00 pm E.S.T.
- Due date for submission of Bids is **June 30, 2017**, at 2:00 pm E.S.T.
- Number of copies to be submitted are **one (1) original and two (2) copies along with one (1) CD rom**
- Cone of Silence
- All Exhibits and/or Forms
- Anticipated Award (Process/Date)
- DBE Goal **0%**

The following is topics that were discussed:

- Scope of Work
- Contractual Requirements

Steve Walczak indicated he could take those interested out for an actual site visit to see the proposed work area.

Attachment(s): No. 1 – Sign in Sheet  
No. 2 – Meeting Agenda  
No. 3 – General Notes

  
Nancy Rodriguez, Sr. Contracts Administrator

PLEASE PRINT CLEARLY

PRE-PROPOSAL CONFERENCE SIGN IN SHEET  
 LYNX 17-B07  
 Pressure Washing LYNX Central Station (LCS), LYNX Facilities and Transfer Centers

Date: June 8, 2017

Name	Company	DBE Y/N	Phone	E-Mail
Linda Stevens	LYNX	N	401-254-6033	L.Stevens@golynx.com
Marcy Rosevear	LYNX	N/A	407- <del>254</del> -6029	M.Rodriguez@golynx.com
Sheryl Walcott	LYNX	N/A	407-223-4127	S.Walczak@golynx.com
Juan Battle	LYNX	N/A	407-354-6161	Jbattle@golynx.com
Norma Samuels	LYNX	N/A	407-254-6045	N.Samuels@golynx.com
Karenna Creamy	LYNX	N/A	401-254-6057	K.Creamy@golynx.com
Scott Spurgeon	STERLING	Y	407-341-1334	SSpurgeon@sterlingbms.com
Richard Delandau	Electwash	Y	321-231-6212	Philipp@Electwash.com
Jeff Simmons	AJI	Y	352-551-7941	Jeff.Simmons@AJIclean.com
Kyle Simmons	AJI	Y	352-551-9772	Kyle.Simmons@AJIclean.com
FAT Lamb	Florida Cleaning Systems	Y	407-268-4035	fat@fcservices.com
Mark McLaughlin	DSI		904-534-5550	Mark.McLaughlin@Diservices.com

PLEASE PRINT CLEARLY

Rudy Ferrer	DFA Building Services	407- <del>509-9201</del> 509-9201	Ryerr@dabuildingservices.com
Brandon Snyder	C.A.R.E LLC	407-600-5089	Brandon@care34711.com
<del>Trace Williams</del>	<del>A1 Orange</del>	407-422-1040	<del>LBeegdoll@A1Orange.com</del>
Lindsay Beegdoll	A1 Orange	407-422-1040	lmack@A1orange.com
James Young	Scribzone	240-603-1069	Dyoungjr10@gmail.com



**PRE-BID MEETING AGENDA**

**17-B07, Pressure Washing LYNX Central Station (LCS),  
LYNX Facilities and Transfer Centers**

**Date: June 8, 2017, Time 1:00 P.M.**

**I. Sign –In/Welcome and Introductions – Nancy Rodriguez, Senior Contracts Administrator**

- Calls meeting to order
- Introductions
- State Bid number and title: 17-B07
- Cone of Silence

**II. Contractual Requirements**

- Presentation of Cover Sheet - Submission Requirements
- Procurement Summary and Registration Form
- All Exhibits and/or Forms
- Required Exhibits and/or Forms

**III. Overview Scope of Work**

- Scope of Work                      Steve Walczak, Project Manager

**IV. Question and Answer Session**

**V. Summary - All questions shall be addressed to:**

**Nancy Rodriguez, Senior Contracts Administrator  
Central Florida Regional Transportation Authority, d/b/a LYNX  
455 North Garland Avenue  
Orlando, Florida 32801  
Phone:        407-254-6029  
Fax:            407-254-6285  
E-Mail to:    [NRodriguez@golynx.com](mailto:NRodriguez@golynx.com)**

**Questions:**

All inquiries concerning any aspect of this Bid shall be submitted, in writing via e-mail only,  
**no later than 5:00 p.m. EST on June 19, 2017.**

**Bid Due Date: June 30, 2017, 2:00 P.M. EST**



## GENERAL PRE-BID CONFERENCE MINUTES

### 17-B07 Pressure Washing LYNX Central Station (LCS), LYNX Facilities and Transfer Centers

June 8, 2017

#### LYNX Board Room

Present for LYNX: LouEmma Cromity, Manager of Procurement  
Nancy Rodriguez, Sr. Contracts Administrator  
Sheena Bartley, Sr. Contracts Administrator  
Steve Walczak, Project Manager  
Juan Battle, Deputy Director of Transportation

The meeting commenced at 1:07 p.m. and was led by Nancy Rodriguez. (A Power Point presentation was used during the meeting.)

Rodriguez Welcome everyone. This is a presentation of 17-B07 "Pressure Washing of LYNX Central Station (LCS), LYNX Facilities and Transfer Centers". All questions should be addressed to me. The Cone of Silence is now in effect. June 30 is the bid due date. If you are going to hand deliver a bid to LYNX, make sure you get a receipt from the security desk.

Bartley Our CEO, Edward Johnson, always likes to start off any of our meetings with a safety message. If a fire alarm goes off, follow the strobe lights and take the stairway downstairs. If you have special needs, someone will escort you down. Once you make it downstairs you are to proceed across the street to the parking lot in case of any fire emergency or drill. Also I want to bring up the fact that we do validate parking. Stop downstairs at the security desk and they will validate your parking.

Rodriguez Where does LYNX advertise procurement? We always advertise on our website: [www.golynx.com](http://www.golynx.com) and click under procurement in the lower bottom; also on Orlando Sentinel, Vendor Registry, and others.

Rodriguez To my left is Steve Walczak and I will let him introduce himself.

Walczak My name is Steve Walczak and I am the Facilities Maintenance Supervisor here at LYNX.

Juan Battle I am Deputy Director of Transportation.

Bartley I'm Sheena Bartley, and I am a Sr. Contract Administrator.

Rodriguez Introduced new Manager of Procurement, LouEmma Cromity.

Rodriguez I will go over the package. On the cover letter when you submit your bid, put it to my attention with the Bid No. 17-B07 on the envelope and items. Deadline for questions and clarifications is June 19 by close of business 5 pm EST. We will get back with you in a few days and your questions and clarifications will be responded back to you via

amendment to solicitation. You have to sign the Amendment and submit it with your bid package. The IFB award is made to the most reasonable and responsive lowest cost supplier. Term is three years with two one-year options and is up to LYNX's discretion as to whether to exercise the options or not. I am your point of contact with any questions or concerns you have.

Rodriguez Please make sure to fill out the procurement summary and registration form. If it is not complete, we may not be able to contact you. It is located right behind the cover page.

Rodriguez Exhibit F is bidder's offer and guarantee, all info regarding firm.

Rodriguez Desna Hunte is our DBE Compliance Officer. There is no DBE percentage for this project; look at this as to how to reach out to DBE companies.

Rodriguez Exhibit L is the Non-Collusion Affidavit that needs to be completed. Exhibit M is the Reference and Licensing Form. An equipment list is all part of the bid package. Make sure to complete Exhibit C for Bid Pricing for the three years and two one-year options.

Rodriguez Steve will now go over to the Scope of Work.

Walczak Does everyone have a copy of the Scope of Work? Our courtyard area...also says step one for a procedure of stain removal and pressure cleaning. As far as LCS, there is a special type of sewer system since we are in close proximity to Lake Eola and water must be reclaimed at this facility--at LCS. Your responsibility.

Cromity Do they only have to reclaim the water here or the other stations?

Walczak Just here. Some are in Osceola County...this one is specific. City of Orlando Sec 31.19 is the City Storm Water Utility Code...read that...any of the superstations within the city limits--you will have to follow that code. East Colonial and Washington Shores...listed on the last two pages under locations. It has the square footage of the facility and raised platform area...for downtown area it has square footage for brick pavers. The drive aisles are 10 feet from the curb...lot of open space especially at the smaller transfer stations...lot of roadway that does not get pressure washed...it is specific to the square footage where the people stand and get on and off within 10' of the curb. You will see oil spaces where the buses go.

Cromity Is there a time that you can actually provide the service?

Walczak For downtown we are working around service. Superstops need to be done twice a month. You can coordinate with me to find out time to do best area.

Rodriguez LCS is where everybody comes through...the time range is between 11 pm and 4 am for this facility...the other transfer centers, please be careful not to disrupt the flow of folks and traffic for the buses coming through...take a lot of precaution for the safety of your own staff. Requirement and expectations are in Scope. For LCS we did not do a site visit this time but if you want one, we can take you around.

Walczak It is off our property...the city of Orlando--

Rodriguez As far as the transfer centers are concerned, go take a look at those on your own.

Cromity Chemicals?

Walczak Got to use a commercial grade product and follow the manufacturer's recommendations and MSDS sheets?

Cromity PSI and hot water?

Walczak PSI in scope...min of 200 degrees and min of 3500 PSI for water pressure. Questions?

Question 1 We reduced the service intervals at other stations but reduced for LCS? Water reclamation is something that needs to be considered.

Rodriguez It is a must; you supply your own water and must reclaim water; very critical; have watchdogs out there watching.

Question 2 Locations listed here--the square footage has already been premeasured?

Walczak Yes.

Cromity Do you have expectation as to how the suppliers are to work with you?

Walczak Work needs to be visible: gum removal, stains on some concrete at superstops; we have a restaurant here and folks purchase food all the time and sodas and takes time to keep it clean; don't want to change the frequency here; quality of work important.

Rodriguez Quality is very important; this location is a gateway; visitors that rely on our buses to get them to different destinations; this is where our Board of Directors come, you are in the Board Room and they see what is outside; important that this facility be kept up.

Cromity Are they just doing the concrete or the building as well?

Walczak Just the concrete--the poles, just the painted structure of the poles and by the Sunrail there are two blue shelters; also in the scope; we are more critical with the square footage so that we can concentrate on the area to be more specific.

Cromity Do we have any pics of the transfer station?

Walczak Will have to research that.

Rodriguez I know that we have one for the LCS and that is something you can get from Jeff Reine.

Cromity Do we have any pics for our website?

Rodriguez When we do the amendment to the solicitation, we can put that in as an attachment so you can see it; Steve gave you the locations; he went and remeasured this time around; less this time and remeasured everything as accurate as he could. It is important with your cleaning crew if there are any issues, Steve is your Project Manager. Once the award is made, there will be a kickoff meeting; pay attention to what you see in the Scope of Work; we will address issues.

Question 3 With the time constraints and water reclamation, the buses don't stop running very often; will the drivers be told you are working on section a here and so on?

Walczak It is dead here at midnight; we have security here if we need to come down; have cleaning crew on site that works until 3:30 a.m. We have staff that is also here at LCS.

Rodriguez Work 24/7; during the kickoff meeting you will be given the contact numbers if equipment breaks down, if you will be delayed; all will be addressed there.

Question 4 Is there any expectation of what work will be done on what day?

Walczak You can do it your way; different crews, different areas; not an issue.

Rodriguez Depends on the size of your crew that will be working; normally it takes contractors two days a week to complete the job; work in one area and finish that and then do the next; depends on the size of the crew and your equipment to get the job done.

Walczak It sounds like it is a small work window of hours; previous guys have done it well within a week; you can do it; not drastic; note that buses will be driving all over the place while you are working.

Question 5 Did the previous contractor have water reclamation?

Walczak Yes. They recovered it.

Rodriguez Has always had to be reclaimed.

Cromity We are always looking for creative and innovative ways to perform the service; what's new and improved; technology may have changed; if you are not familiar with governmental procurement, we can piggyback off our contract; if another government agency wants to, they can buy off of our contract—you could get more business--that is another advantage of having a contract with LYNX.

Bartley Any additional questions? OK.

Rodriguez Is there anybody interested in doing a walkthrough of the facility? Steve will take you around and explain the pavers and what areas are done and show you the condition and what the job will entail.

Rodriguez      On behalf of LYNX thank you for attending and being here or his procurement process.

Bartley          For all concerns and questions that were spoken of today--we ask that you submit everything in writing; nothing that we said today is binding but we ask that you submit those questions in writing so that we can address that in the amendment when I goes out.

Cromity          If you want your question responded to, make sure you send it in writing so that it can be responded to or if anything was not clear to you.

Rodriguez        On the cover page: where you see an "R" next to the type of document, those documents are the documents you are required to submit with your bid; we need one original and 2 photocopies of your bid and one PDF copy on a cd rom; make sure you have a cover letter indicating the price will remain firm for 120 days from the date of your bid; please be very careful to get the bid here on time—June 30, before 2:00 p.m., the bid acceptance closes after that.

Rodriguez        Thank you for partaking in this procurement process.

The meeting concluded at 1:37 p.m.